

200
MAINTENANCE-
ALBERTA & NORTHWEST TERRITORIES

SOURCE	Company		
EFF.	97	03	01
TERM.	99	02	28
No. OF EMPLOYEES	410		
NOMBRE D'EMPLOYÉS	CB.		

COLLECTIVE AGREEMENT

- BETWEEN -

PYRAMID ELECTRIC CORPORATION

- AND -

CONSTRUCTION **WORKERS** UNION (CLAC)
LOCAL 63

CONSTRUCTION WORKERS ASSOCIATION
LOCAL 65

Affiliated with the
Christian Labour Association of Canada

11365 (01)

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COLLECTIVE AGREEMENT

BETWEEN:

PYRAMID ELECTRIC CORPORATION
hereinafter referred to as
“the Employer”

-AND-

CONSTRUCTION WORKER UNION (CLAC)
LOCAL 63
CONSTRUCTION WORKERS ASSOCIATION
LOCAL 65
Affiliated with the
Christian Labour Association of Canada
hereinafter referred to as
“the Union”

Article 1: Purpose

- 1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:
- a) to **recognize** mutually the respective rights, responsibilities and functions of the parties hereto;
 - b) to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d) to establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the **full** and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this agreement of existing rights and privileges established or **recognized** by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.

Article 2: **Recognition**

- 2.01 The Employer recognizes the Union as the sole agent of all employees in the bargaining unit as defined in Article 2.02 and/or as per the classifications listed in schedule “A” attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of the Employer in Alberta and the Northwest Territories when employed in Maintenance and General Services as Electricians, Instrumentation Mechanics, Welders and their apprentices and their foremen, save and except Supervisors, Office Staff and Management Personnel.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

Article 3: **Management’s Rights**

- 3.01 The Employer’s rights include but are not limited to the following:
- a) the right: to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices to be adhered to by its employees; to discipline and discharge employees for just cause.
 - b) the right: to select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit.
 - c) the right: to operate and manage the Employer’s business in order to satisfy its commitments and responsibilities; the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards; the right to use improved methods, machinery and equipment; the right to determine the number of employees needed by the Employer at any time and generally; the right to manage the business of the Employer, and to plan, direct and control the operation of the Employer without interference.
- 3.02 The sole and exclusive jurisdiction over operations, building, machinery, equipment shall be vested in the Employer.

3.03 The Employer may contract out work where:

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

The Union understands that the Employer may, at an Owner's direction, perform or directly subcontract out any part or parts of the work.

Article 4: Union Representation

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

- a) The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. In general, the number of stewards shall not exceed two (2) per project unless the project employs fifty (50) or more bargaining unit employees. In such cases the Union may increase the number of stewards to four (4) per project. The Union will advise the Employer, in writing, of the names of the stewards. Stewards will receive fifty cents (\$0.50) per hour in addition to their regular hourly rate.
- b) Duly appointed Representatives of the Christian Labour Association of Canada are representatives of the employees, in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union stewards shall not act in this capacity, The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

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

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

- 4.03 Representatives of the Union will have access to visit project locations during normal working hours subject to the following:
- a) The Union Representative shall identify himself to the job Supervisor upon arriving at a job site;
 - b) In no case will such representative interfere with the progress of work.
- 4.04 The Union has the right to appoint a Negotiating Committee. Employees to a maximum of two (2) on the committee shall be paid by the Employer to a maximum of thirty-two (32) hours per Contract Agreement at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.
- 4.05 Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. The Union will be notified when a steward is laid off.
- 4.06 The Employer may meet periodically with its employee's for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC representative may attend such meetings.
- 4.07 There shall be no Union activity during working hours on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

Article 5: Strikes and Lockouts

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

Article 6: Employment Policy And Union Membership

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will give preference to Union members for employment, provided such applicants are qualified to meet the requirement of the job.

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.

The Employer will notify the Union that a project has been awarded to the Employer immediately following the award.

- 6.02 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, or as soon as reasonably possible after commencing work, new employees shall be referred by the Employer to a CLAC steward or Representative in order to describe the Union's purposes and representation policies to such new employees.
- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.04 It shall be the policy of the Employer to promote from within wherever possible at the Employer's discretion.
- 6.05 New employees will be hired on a 60 working day probationary period and thereafter shall attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will be at the discretion of the Employer.
- 6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the Employer shall not serve a new probationary period.

Article 7: Dues Check-Off

- 7.01 The Employer agrees to check-off from each employee the amount equal to the Union dues, once monthly, and where applicable an amount equal to Union dues arrears or Union initiation fees. The total amount checked off will be turned over to the Union Treasurer each month, by the 20th of the month following the check-off, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.
- 7.02 Employees who because of religious or conscientious objections, cannot support CLAC may apply to the Union, in writing, for permission to redirect their dues to a charitable organization of their choice. The Union will treat such requests in accordance with its stated policy and such permission shall not be unreasonably withheld.

- 7.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, and the Employer shall have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 7.04 The Employer shall provide the Union with all necessary information regarding insurance and benefits plans, job classification changes and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees, ranked according to classification and showing the employee's rate of pay, shall be forwarded to the Union twice yearly.

Article 8: Wage and Area Rates of Pay

- 8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A" which forms part of this agreement.

- 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 shall be subject to negotiations between the Employer and the Union.

- 8.03 Show up Time

An employee who reports for work at his/her assigned work location without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of two (2) hours pay at his/her base hourly rate. The employee shall also receive full accommodation allowance if and when applicable.

- 8.04 Starting Work

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

- 8.05 Call-Back

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

- 8.06 When there ~~is~~ a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employee in another classification at the rate of pay of ~~his/her usual~~ specified classification provided the employee is qualified to do the required work.
- 8.07 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.
- 8.08 If the Employer tenders on jobs which **specify** certain rate schedules and conditions, the Employer will advise the Union of the rates and conditions required to be tendered for that particular project.

Article 9: Hours of Work and Overtime

- 9.01 The normal work week shall be as outlined in Schedule "A".
- 9.02 The overtime rates to be paid are at the rate of one and one half times the regular base rate as outlined in Schedule "A".
- 9.03 When a statutory holiday occurs during the employee's regular work week, employees shall receive overtime pay as outlined in Schedule "A" and in Article 12.02.
- 9.04 When a scheduled break occurs it will include a Sunday.
- 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.
- 9.06 Hours of work and overtime as set out in this article may be modified by mutual agreement between the Employer and the Union for selected projects.
- 9.07 Nothing in this Agreement shall be construed as a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Article 8.
- 9.08 There will be two (2) coffee breaks of ten (10) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.

Employees will be given a meal period of one half ($\frac{1}{2}$) hour per shift but such period will not be considered as time worked. Employees shall be entitled to an additional coffee break for every two (2) hours of overtime worked in a given day.

- 9.09 Provided the employee **notified** the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.10 Sunday shall be deemed the **first** day of the week.

Article 10: Layoff Procedure

- 10.01 The Employer shall give the Union one (1) week notice of layoff, when possible.
- 10.02 The Employer shall not be required to give notice of layoff 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 provide the Union office with the names of employees laid off within a particular pay period, together with the employee's classification.

Article 11: Vacations & Vacation Pay

- 11.01 All employees shall be entitled to receive an amount equal to six percent (6%) of their regular earnings in vacation pay.
- 11.02 Vacation pay and statutory holiday pay shall be paid to employees on each payroll and upon termination.
- 11.03 The Employer will provide vacation leave at the **times** which were requested by the employee subject to business requirements.

Article 12: Holidays & Holiday Pay

- 12.01 Employees shall be entitled to receive an amount equal to four percent (4%) of their regular earnings in lieu of the following holidays:
- New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- 12.02 Employees required to work on one of the above holidays shall receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.

Article 13: Transportation, Travel & Accommodation

- 13.01 a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowance in this article is to provide a fair means of compensating employees for additional travel and accommodation expenses incurred while working on projects located beyond a reasonable distance from their residence.
- b) For the purposes of this Agreement, the Employer's "Base of Operations" is Nisku, Alberta. In the event of projects which require employees to live away from their normal residence, the Base of Operations will be the project site office.
- c) There shall be a 60 km free travel zone radius established from the Employer's Base of Operations.
- d) Travel allowances will not be used in computing overtime.
- e) Union benefits do not accrue against travel time or allowance.

13.02 Daily Travel

Daily travel allowance will be paid subject to the following conditions:

- a) When an employee is required to travel daily to a project which is located beyond a 60 km radius from his permanent or temporary residence when receiving accommodation allowance,
- b) Where the Employer does not provide transportation.
- c) The daily travel allowance will be subject to Agreement between the Employer and the Union for each project at the pre-job agreement outlined in Article 6.01.
- d) Union benefits do not accrue against travel time or allowance.

13.03 Initial and Return Travel Allowance

Travel Allowance

Employees assigned to work on a project outside the Employer's base free zone as described in Article 13.01 and who reside outside the job site free zone established in Article 13.01 shall be paid a travel allowance according to the following:

- a). Travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer.
- b). When travel allowance is applicable, the employee will be paid **from** the Employer's shop or **from** the employee's home whichever is closer to the jobsite.
- c). Employees referred to work on a project and who are required to be away from their normal place of residence shall be paid a travel allowance at the start and at the end of a project and again if the employees are laid off and recalled to the same project. Travel allowance amounts are as outlined in Article's 13.01 and 13.02 and subject to the pre-job agreement. Employees who quit the job within twenty-one (21) days or are terminated for just cause shall not be entitled to travel allowance.

13.04 Transfers of Personnel and Equipment

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

13.05 Accommodation Allowance

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay a daily accommodation allowance as set out in Schedule "A".

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

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

- b) Accommodation allowance, in accordance with Schedule "A" will be paid subject to the following conditions:
 - i) Accommodation allowance begins when an employee reports for his first scheduled shift.

- ii) Accommodation allowance will be paid for all work days and all reporting days.
- iii) On projects where a sleeping camp is being supplied for use by the employees, a reasonable partial accommodation allowance will be paid to employees making use of the camp, as determined between the Employer and the Union,

13.06 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union.

13.07 Turnarounds

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

Article 14: Union-Management Committee

14.01 The parties to this agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a **fundamental** framework for improved labour/management relations:

- a) the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
- c) the enterprise requires authority relationships under a strong central leadership of management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

- 14.02 a> In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:
- i) hiring policies;
 - ii) discipline and discharge policies;
 - iii) training and promotion;
 - iv) safety measures;
 - v) matters that affect the working conditions of the employees.
- b) The Employer and the Union shall each appoint representatives to the Union-Management Committee. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Union's provincial office.
- 14.03 A committee member, attending the Union-Management meetings during regular working hours, shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.
- 14.04 The Employer may meet periodically with its employees for the purpose of discussing any matter of mutual interest or concern to the Employer, the Union and the employees.
- 14.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

Article 15: Health and Safety Committee

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

- 15.02 The Union-Management Committee outlined in Article 14 shall also serve as a Health and Safety Committee. The Committee shall meet at a time mutually agreeable to the parties. The meeting shall be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of the co-operative interest in the safety of the workforce. The Employer shall maintain a record of the meetings and the matters discussed.

The Health and Safety Committee shall make inspections of all job sites at its discretion.

- 15.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of his/her shift.
- 15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee's condition require a move to a different hospital, the employer will provide transportation to the nearest appropriate facility, considering the employee's home location, at no cost to the employee.
- 15.05 Following a serious accident or an incident which could have resulted in a serious accident the Union-Management Committee shall convene as soon as possible to investigate and report to the Union and the Employer.

Article 16: Health and Welfare Plan

- 16.01 In order to protect the employees and their families from the potential financial hazard of illness, the Employer agrees to pay an amount equal to ninety-five cents (\$0.95) for all hours worked by each employee towards the Union Insurance Plan, as defined in this Article and in Schedule "B".

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. 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.

Article 17: Pension Plan

- 17.01 The Employer agrees to contribute seventy-five (\$0.75) cents for each hour worked by the employee towards each employee's participation in the R.R.S.P. or Union Pension Plan.
- 17.02 The decision of depositing the funds in a personal R.R.S.P. or the Union Pension Plan shall be made by the employees and the Union and shall be the same for all employees of the Employer.

- 17.03 The Employer's contributions to the pension plan shall be non-refundable and shall be vested in the employee on whose behalf the contribution was made, in accordance with the terms of the Plan.
- 17.04 Withdrawal of funds and payouts **from** the plan shall be subject to law and the terms of the Plan.
- 17.05 Employees on whose behalf contributions are made to the Plan shall receive an annual statement from the Plan mailed to their last address on record with the plan administrator, showing the accumulated benefits to date and the amounts contributed during the year covered by the statement,
- 17.06 The Employer shall be saved harmless for all contributions so made.

Article 18: **Education and Training Fund**

- 18.01 The Employer agrees to contribute three cents (\$0.03) per hour for each hour worked by the employee to the Union Education Fund as defined in this Article and in Schedule "A" for the various types of work performed.
- 18.02 Pyramid Electric Training Fund

The Employer agrees to contribute seven cents(\$0.10) per hour to the Union's Pyramid Electric Training Fund for all hours worked by all employees. The use of this fund will be determined by a joint committee established by the parties. The Employer and Union ill each appoint two (2) persons to the committee. All contributions to the Pyramid Electric Training Fund will be remitted to the Union's Edmonton Office.

Article 19: **Tools**

- 19.01 All tradesmen shall supply their own tools common to their trade. Power and specialty tools shall be provided by the Employer.
- 19.02 The employees shall be held responsible for all tools issued to them by the Employer. The Employer shall supply adequate security for all tool storage on the site.
- 19.03 A tool list will be established by mutual agreement between the Employer and the Union for each trade.

Article 20: Protective Equipment

- 20.01 All employees shall wear safety hats to be made available by the Employer.
- 20.02 All employees shall wear gloves and safety shoes where required, furnished by the employee.
- 20.03 The Employer will furnish employees with safety equipment including safety glasses and specialty gloves and ram gear if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items and shall, by means of payroll deductions, reimburse the Employer for the cost of such replacement items.
- 20.04 All employees will receive fifteen cents (\$0.15) per hour for all hours worked as a clothing allowance.

Article 21: Leaves of Absence and Bereavement Pay

- 21.01 The Employer shall grant leaves of absence without pay for the following reasons:
- a) Marriage of the employee;
 - b) Sickness of the employee or employee's immediate family;
 - c) Death in the immediate family;
 - d) Union activity other than this establishment.
- 21.02 The above shall be for a time mutually agreed upon between the Employer and the employee.
- 21.03 An employee will be granted one day leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse or child.
- 21.04 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

Article 22: Grievance Procedure

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

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

A “Group Grievance” is defined as a single grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.

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

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

- 22.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean “work days”.

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

- 22.05 No employee shall have a grievance until he has discussed his complaint with his Superintendent, **If** the employee’s Superintendent does not promptly settle the matter to the employee’s satisfaction the employee’s proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it shall, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and shall be presented to the designated Employer representative by a Steward or a CLAC Representative. The designated Employer representative shall **notify** the Union representative of his decision in **writing** not later than five (5) work days following the day upon which the grievance was submitted.

The grievance referred to above shall **identify**:

- a) the facts giving rise to the grievance;
- b) the section or sections of the Agreement claimed violated;
- c) the relief requested.

and shall be signed by the employee or employees involved.

Step 2

If the grievance is not settled in Step 1, a CLAC representative shall within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer Representative. A meeting will be held between the Steward or CLAC representative together with the griever involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) work days of the presentation of the written grievance to the designated Employer representative. The Employer shall notify the Steward or CLAC 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 in Step 2 to the Steward or CLAC Representative but not thereafter.

22.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance must be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Employer and the Union shall be held within five (5) work days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 22.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) work days after such meeting has been held.

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

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

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

Article 23: Arbitration

- 23.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairman, If they are unable to agree upon a Chairman within seven days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 23.02 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 23.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally 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 his 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 Chairman 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

Article 24: Discharge, Suspension and Warning

- 24.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an employee to abide by Safety Regulations; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices. Such suspension or discharge is subject to the Grievance procedure.
- 24.02 When the conduct or performance of an employee calls for a warning by the Employer, such a warning shall be noted or given in writing to the employee by the foreman / supervisor. The foreman / supervisor shall inform the Union Steward of the warning within twenty-four (24) hours.

X

Article 25: Duration

- 25.01 This Agreement shall be effective on the first (1 st) day of March, nineteen hundred and ninety-seven (1997) and shall remain in effect until the twenty-eighth (28th) day of February, nineteen hundred and ninety-nine (1999), and for further periods of one (1) year unless notice shall 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 shall renew for a period of one (1) year.
- 25.02 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.
- 25.03 Until a new agreement has been concluded, all provisions in this Collective Agreement will remain in full force and effect.

DATED at Edmonton, Alberta, this _____ day of _____, 1997

Signed on behalf of:

PYRAMID ELECTRIC CORPORATION

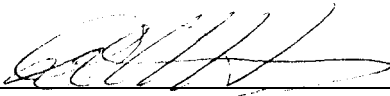
Per _____

Per _____
Authorized Representative

Signed on behalf of:

**CONSTRUCTION WORKERS
UNION LOCAL 63
CONSTRUCTION WORKERS
ASSOCIATION LOCAL 65**

Per _____

Per  _____
Authorized Representative

SCHEDULE "A"
FOR CONSTRUCTION

Classification / Hourly Rates & Conditions

Effective as of March 1, 1997

CLASSIFICATION	BASE WAGE RATE	VACATION /HOLIDAY	RRSP	H&W	CLOTHING ALLOWANCE	EDUCATION FUND	TRAINING FUND	TOTAL WAGES
Electrician	\$20.00	\$2.00	\$0.75	\$0.95	\$0.15	\$0.03	\$0.10	\$23.98
Instrument Mechanic	\$20.00	\$2.00	\$0.75	\$0.95	\$0.15	\$0.03	\$0.10	\$23.98
Truck Driver	\$16.00	\$1.60	\$0.75	\$0.95	\$0.15	\$0.03	\$0.10	\$19.58
Welder (Journeyman)	\$20.00	\$2.00	\$0.75	\$0.95	\$0.15	\$0.03	\$0.10	\$23.98

Notes to Schedule "A"

1. Premiums

Apprentices: To be paid in accordance with the Apprenticeship and Training Act (1992).

Crew Leader Premium: \$1.00 to be added to the base wage rate

Leadhand Premium: \$1.00 to be added to the base wage rate.

Foreman Premium: \$2.00 to be added to the base wage rate.

Steward Premium: \$0.50 to be added to the base wage rate.

Accommodation Allowance: \$50.00 per day worked, unless otherwise agreed by the parties, subject to Article 13.

Shift Differential: \$1.00 to be added to the base wage rate.

It is understood and agreed that the wage rates and other provisions set out in SCHEDULE "A" may be amended by mutual agreement between the Employer and the Union for specific projects in order to enable the Employer to compete with non-union competitors and/or with specific union project agreement rates.

2. Accommodation

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

3. Hours of Work

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

4 Overtime

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

On jobs of twenty one (21) days in or more, overtime will be paid for all hours worked on Saturdays and Sundays and for all hours over eight (8) hours per day and over forty (40) hours per week.

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

SCHEDULE "B"
HEALTH AND WELFARE PLAN

Coverage:

- a. \$40,000.00 life insurance per employee;
- b. \$40,000.00 Accidental Death and Dismemberment per employee (A.D. & D.);
- c. Long term disability insurance with 66% of earnings, maximum of \$2,000.00 per month per employee, payable after 119 days until age 65;
- d. Short term disability insurance with 66% of earnings, to a maximum equal to U.I.C. allowance per employee, payable after the first day of accident and the fourteenth (14th) day of sickness.
- e. Prescription drug plan for employee and family;
- f. A basic dental plan at the latest fee schedule available;
- g. Extended Health coverage with no deductible for employee and family;
- h. Optical insurance for employee and family;

PYRAMID ELECTRIC CORPORATION LTD.

609 - 21 AVENUE

NISKU, ALBERTA T9E 7X9

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FAX: **(403)955-3032**

CHRISTIAN LABOUR ASSOCIATION OF CANADA

15505 YELLOWHEAD TRAIL

EDMONTON, AB T5V 1E5

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