



COLLECTIVE AGREEMENT

BETWEEN

ABB Inc. operating as ABB BER-MAC.

AND

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

Duration: November 3, 2013 – December 31, 2015

Contents

ARTICLE 1 - PURPOSE 1

ARTICLE 2 - RECOGNITION 2

ARTICLE 3 - MANAGEMENT'S RIGHTS 3

ARTICLE 4 - UNION REPRESENTATION 4

ARTICLE 5 - NO STRIKES OR LOCKOUTS..... 6

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP 6

ARTICLE 7 - UNION DUES..... 8

ARTICLE 8 - WAGES & AREA RATES OF PAY 8

ARTICLE 9 - HOURS OF WORK & OVERTIME 10

ARTICLE 10 - LAYOFFS 12

ARTICLE 11 - VACATION & VACATION PAY 13

ARTICLE 12 - HOLIDAYS & HOLIDAY PAY 14

ARTICLE 13 - TRANSPORTATION, TRAVEL AND SUBSISTENCE 14

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE 17

ARTICLE 15 - HEALTH AND SAFETY..... 19

ARTICLE 16 - HEALTH AND WELFARE PLAN 20

ARTICLE 17 - RETIREMENT SAVINGS PLAN (RSP) 22

ARTICLE 18 - EDUCATION AND TRAINING TRUST FUNDS 24

ARTICLE 19 – TOOLS 25

ARTICLE 20 - PROTECTIVE EQUIPMENT 25

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY..... 26

ARTICLE 22 - GRIEVANCE PROCEDURE 27

ARTICLE 23 - ARBITRATION 30

ARTICLE 24 - WARNING, SUSPENSION AND DISCHARGE 32

ARTICLE 25: DUES AND TRUST FUND PAYMENTS..... 33

ARTICLE 26 – COLLECTIVE AGREEMENT AMENDMENTS 35

ARTICLE 27 – DURATION..... 37

SCHEDULE "A" 38

SCHEDULE "B" 47

ALBERTA & NORTHWEST TERRITORIES

COLLECTIVE AGREEMENT

BETWEEN:

ABB BER-MAC

hereinafter referred to as "the Employer"

and

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

hereinafter referred to as "the Union"

Period: November 3, 2013 to December 31, 2015.

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:
- a) To recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b) To provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c) To establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d) To establish a just and prompt procedure for the disposition of grievances;

e) And generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges.

ARTICLE 2 - RECOGNITION

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

2.02 This Agreement covers all employees of the Employer in Alberta and the Northwest Territories when employed in Construction as Electrician, Electrician Apprentice, Electrician Foreman, Electrician Welder and Instrument Technician, when employed in Maintenance as a Maintenance Electrician, Maintenance Electrician Apprentice, Maintenance Electrician Foreman and Maintenance Electrician Welder, and when employed in non-construction work, save and except Management and Office Staff.

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

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 The 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 operations of the Employer, without interference.

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

3.03 The Employer may contract out work where:

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

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.

4.02 Representatives

- a) Representatives of the Union (“Representatives”) are Representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

- b) Representatives shall have the right to visit at the location where employees are working. The Representatives will attempt to prearrange location visits with the appropriate management personnel and will identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall not unduly disrupt the flow of work.

4.03 Stewards

- a) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.
 - i. There will be one (1) steward per branch.

 - ii. For construction and maintenance projects the number of stewards will not exceed two (2) per project unless the project employs fifty (50) or more bargaining unit employees. In such cases the Union, will discuss with the Employer and may increase the number of stewards

to four (4) per project. For projects of less than ten (10) employees the parties will jointly determine if a steward is required.

The Union will advise the Employer, in writing, of the names of Stewards.

- b) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employee 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.
- c) A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information. This will, whenever possible, occur during the new employee's site orientation or first shift.
- d) Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project.
- e) There will be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.04 **Negotiating Committee**

The Union has the right to appoint a Negotiating Committee. Employees to a maximum of four (4) on the committee will 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 The Employer

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

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

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

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer 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 requirements of the job.

6.02 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any

employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union purposes and representation policies to such new employees.

- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Christian Labour Association of Canada and on the terms and conditions specified by the applicable policies of the Union.
- 6.04 It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.
- 6.05 New employees will be hired on a three 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.
- 6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled within six (6) months by the Employer will not serve a new probationary period.
- 6.07 Employees who voluntarily resign, or are discharged for cause, or fail or refuse to return to work within five (5) days of recall after a lay-off without providing a justifiable reason will lose all accumulated work hours.

ARTICLE 7 - UNION DUES

- 7.01 The Employer is authorized to and will deduct from each employee's pay cheque the amount equal to Union dues and where applicable, an amount equal to Union dues arrears, Administration dues and Permit dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the twentieth (20th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.
- 7.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for Union dues, Administration dues and or Permit dues and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 7.04 The Employer will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes and terminations. The name, address, date of hire, and classification of all employees will be provided to the Union once monthly.

ARTICLE 8 - WAGES & 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". Employees may be paid above the indicated rates if their skill and/or versatility warrants. In such cases the rate indicated is the minimum rate.

8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same will be subject to negotiations between the Employer and the Union.

8.03 Show Up Time

An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at his prevailing hourly rate. The employee will also receive his full subsistence allowance if and when applicable.

8.04 Starting Work

An employee who starts work and is prevented from completing his normal work day will receive a minimum of four (4) hours pay at his 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 will also receive his full subsistence allowance if and when applicable.

8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

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

8.07 If the Employer bids on jobs which specify a specific rate schedule the parties agree to meet to determine the rate to be

paid for the particular project.

8.08 On-Call Premium

Scheduled on-call employees will receive one and one half (1.5) hours pay at their regular hourly rate, for each day of the calendar week in which the employee is scheduled to be on-call. This premium shall be paid whether the employee is called out or not.

8.09 Call-Out

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

ARTICLE 9 - HOURS OF WORK & OVERTIME

9.01 The normal work week will consist of forty (40) hours per week, consisting of five (5) eight (8) hour days, Monday through Friday inclusive, unless mutually agreed otherwise by the Union and the Employer.

9.02 Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's base wage rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

9.03 Provided an employee works their complete regularly scheduled shift cycle, or has been granted an approved leave of absence as per Article 21, overtime will be paid at the rate specified in Article 9.02 when an employee works any hours on any regularly scheduled day off prior to the commencement of the regularly scheduled shift cycle or when they work any hours on any regularly scheduled day off following the completion of their regularly scheduled shift cycle.

9.04 When a General Holiday, as outlined in Article 12.01, occurs

during a calendar week, overtime will be paid for all regular straight time hours in excess of thirty-two (32) hours. If two General Holidays fall during one calendar week, overtime will be paid for all regular straight time hours in excess of twenty-four (24) hours.

- 9.05 When a scheduled break occurs it will include a Sunday.
- 9.06 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.07 Hours of work and overtime as set out in this article may be modified by mutual agreement between the Employer and the Union for selected contract projects.
- 9.08 It is agreed that the provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 8.03 and 8.04.
- 9.09 There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift. Employees will be given a meal period of one half (0.5) hour per shift but such period will not be considered as time worked. Employees will be entitled to an additional coffee break for every four (4) hours overtime worked in a given day.
- 9.10 If employees are not scheduled, but required to work beyond twelve (12) hours in a day, the Employer will provide a paid one half (0.5) hour break. Where possible and practical, the Employer will provide a warm meal during this break. For such day(s) worked, and when the Employer is not able to provide a warm meal, the employee will be entitled to claim the cost of a warm meal to a maximum of fifteen dollars (\$15.00) provided the

employee submits a detailed receipt attached with the submission of the work account ticket for such day(s). The meal reimbursement will not be applicable to project-based employees or employees covered by subsistence at the time.

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

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

ARTICLE 10 - LAYOFFS

10.01 The Employer will give the employee notice of layoff, or pay in lieu of notice of layoff, as per Alberta Employment Standards Code, but never less than four (4) hours.

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

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

10.04 An employee who fails or refuses to return to work within five (5) days of recall after a lay-off without providing a justifiable reason will be deemed to have voluntarily resigned and their hours of employment will be considered interrupted. If the employee is subsequently re-employed by the Employer, the employee will be considered a new-hire.

ARTICLE 11 - VACATION & VACATION PAY

- 11.01 All employees will be entitled to receive an amount equal to six (6%) of their base hourly wage rate in vacation pay for all hours. All hours will include regular hours, overtime hours and travel time.
- 11.02 Vacation Pay will be paid to employees each pay period.
- 11.03 The Employer will consider vacations at the times requested considering business requirements.
- 11.04 Employees with more than fourteen thousand (14,000) total hours employment with ABB Ber-Mac and Ber-Mac (uninterrupted, except for trades school attendance or lay-off without recall due to shortage of work) shall receive an additional two percent (2%) of their regular earnings in vacation pay. Trade School Attendance and or a layoff without recall due to shortage of work may not be longer than six (6) months in duration to maintain eligibility. Qualification for participation in this plan will be evaluated on a semi-annual basis (July 1 and January 1), and paid retroactively to the first full pay period after the date fourteen (14,000) hours was accumulated.
- 11.05 Employees with more than thirty thousand (30,000) total hours employment with ABB Ber-Mac and Ber-Mac (uninterrupted, except for trades school attendance or lay-off without recall due to shortage of work) shall receive an additional two percent (2%) of their regular earnings in vacation pay. Trade School Attendance and or a layoff without recall due to shortage of work may not be longer than six (6) months in duration to maintain eligibility. Qualification for participation in this plan will be evaluated on a semi-annual basis (July 1 and January 1), and paid retroactively to the first full pay period after the date 30,000 hours was accumulated.

ARTICLE 12 - HOLIDAYS & HOLIDAY PAY

12.01 Employees will be entitled to receive an amount equal to four percent (4%) of their base hourly wage rate in Holiday pay for all hours. All hours will include regular hours, overtime hours and travel time.

Holiday pay will be paid in lieu of the following General Holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

12.02 Employees required to work on one of the above holidays will receive overtime at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay (subject to Article 26.02) for all hours worked on the holiday in addition to the holiday pay outlined in Article 12.01. Holiday Pay will be paid to employees each pay period.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND SUBSISTENCE

- 13.01 a) It is recognized by the Employer and the Union that the purpose of transportation, travel and subsistence allowances as established in this article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.
- b) For the purposes of this Agreement, the Employer's base of operations is defined as the City of Calgary, the job site, or the branch office.
- c) There will be a free travel and subsistence zone established for the Employer's base of operation at 60 km radius.

13.02 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 will be paid a travel and/or subsistence 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 branch office, or from the employee's home, whichever is closer to the job site.
- c) Travel allowance will be paid for the beginning and end of a project as well as for all turn-arounds. Employees who quit the job within twenty-one (21) days will not be entitled to travel allowance.
- d) Travel allowances will not be used in computing overtime.
- e) The amount of travel allowance will be subject to negotiation and agreement between the Employer and the Union, with the cost of public transportation and duration of travel as guidelines.
- f) Any deviations or exceptions from what is defined in this Article will be addressed by both parties in a pre-job agreement.

13.03 Travel Time

- 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 his regular rate of pay for actual

time travelled. Such employees will not receive duplicating travel allowances.

- b) On all projects regardless of accessibility or isolation, where an employee's classification requires the use of his own vehicle in the performance of his duties, such employee will be paid at his regular rate of pay for actual (reasonable) time travelled from the point of hire to the project and return.

13.04 Transfers

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

13.05 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 that is greater than sixty (60) km radius from his permanent or one-half (0.5) hour from his temporary residence when receiving subsistence 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.

13.06 Subsistence 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 daily subsistence allowance (as set out in Schedule "A") to cover room and board or alternately the Employer, at his discretion will provide at the Employer's expense, room and

board accommodation for the employees. Subsistence allowance per day may be changed subject to agreement by the Employer and Union, based on area and seasonal cost, with room costs 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) Subsistence allowance, in accordance with Schedule "A" will be paid subject to the following conditions:
 - i) Subsistence allowance begins when an employee reports for his first scheduled shift;
 - ii) Subsistence allowance will be paid for all work days and all show up days outlined in Article 8.03.
 - iii) On projects for which a sleeping camp is supplied for employees' use, those employees making use of the camp will receive reasonable partial subsistence allowance to be determined between the Employer and the Union.

13.07 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel and room and board. 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.

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 or management;
- d) A strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

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

- i) 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 will each appoint representatives to the Union-Management Committee. The minutes will record the business of each meeting, a copy of

which will be mailed to the Union's provincial office.

14.03 A committee member, attending the Union-Management meetings during regular working hours, will be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings

14.04 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

- 15.01 a) The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- b) The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- c) It is the intent of the parties to have working conditions that are safe and healthy.

15.02 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.

15.03 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 Canada) near the employee's home at no cost to the employee.

15.04 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending Physician of the same. The Employer reserves the right to require a second medical opinion by a Physician selected by the Employer.
- b) The Employer will inform the Physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the Physician's approval.

15.05 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation. In general, the parties agree to use the COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), October 2010 as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

ARTICLE 16 - HEALTH AND WELFARE PLAN

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

16.02 a) Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours

worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

- b) It is 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.

16.03 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 75th birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if he/she were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally and/or provincially or by this collective agreement.

16.05 The Parties agree that the Health and Welfare in Schedule “A” to be effective January 1 of each calendar year are subject to negotiation. These negotiations will take place prior to January 1 of each calendar year. If the parties do not conclude an agreement before January 1 of each calendar year, all terms and conditions will be retroactive to January 1 once an agreement has been reached. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this Agreement.

16.06 The parties may agree to amend the Health and Welfare amount

in schedule “A” for specific projects at the pre-job conference as per Article 26 of this Agreement.

ARTICLE 17 - RETIREMENT SAVINGS PLAN (RSP)

17.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute five percent (5%) of the employee’s base hourly wage rate to the Union Sponsored Group RSP (“RSP Plan”) for each employee, for all hours worked.
- b) The Employer agrees to match up to a maximum contribution of an additional two percent (2%) of the employee’s base hourly wage rate to the RSP Plan for all hours worked for each employee who voluntarily contributes up to two percent (2%) of their base hourly wage rate to the RSP Plan for all hours worked.
- c) 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.
- d) Long Term Employees –
 - i) 8,000 Hour Requirement
When an employee has accumulated eight thousand (8,000) hours worked (uninterrupted, except for trades school attendance or lay-off without recall due to shortage of work) with ABB Ber-Mac and Ber-Mac, the Employer agrees to contribute an additional one percent (1%) of the employee’s base hourly wage rate to the employee’s RSP for all hours worked. The Employer agrees to contribute an additional one percent (1%) of the employee’s base hourly wage rate to the employee’s RSP Plan for each employee who voluntarily contributes

at least one percent (1%) of their base hourly wage rate to the employee's RSP Plan for all hours worked.. Trade School Attendance and or a layoff without recall due to shortage of work may not be longer than six (6) months in duration to maintain eligibility. Qualification for participation in this plan will be evaluated on a semi-annual basis (January 1 and July 1), and paid retroactively to the first full pay period after the date eight thousand (8,000) hours was accumulated.

ii) 20,000 Hour Requirement

When an employee has accumulated twenty thousand (20,000) hours worked (uninterrupted, except for trades school attendance or lay-off due to shortage of work) with ABB Ber-Mac and Ber-Mac, the Employer agrees to contribute an additional one percent (1%) of the employee's base hourly wage rate to the employee's RSP Plan for each employee who voluntarily contributes at least one percent (1%) of their base hourly wage rate to the employee's RSP Plan for all hours worked. Trade School Attendance and or a layoff without recall due to shortage of work may not be longer than six (6) months in duration to maintain eligibility. Qualification for participation in this plan will be evaluated on a semi-annual basis (July 1 and January 1), and paid retroactively to the first full pay period after the date twenty thousand (20,000) hours was accumulated.

- e) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP Plan contributions which are above and beyond those contributions outlined in 17.01 (a) (b) and (d). Each employee may implement, terminate, or request changes to such voluntary contributions twice per calendar year.

- f) The Employer's contributions to the RSP Plan will be non-refundable, and when deposited will be vested in the employee on whose behalf the deposit was made, in accordance with the terms of the RSP Plan. The Employer will be saved harmless for all contributions so made.
- g) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- h) 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.
- i) Where legislation prohibits contributions being made to the RSP Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.01 (a) and 17.01 (b) and (d), if applicable, to that employee on each pay cheque. This payment, in-lieu of RSP contributions, will not be less than the amount that employee would have received if he/she were still eligible for contributions to the RSP Plan.

ARTICLE 18 - EDUCATION AND TRAINING TRUST FUNDS

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 General Operating 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.

ARTICLE 19 – TOOLS

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

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

19.03 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 will wear safety hats to be made available by the Employer.

20.02 All employees will wear CSA approved safety boots where

required, furnished by the employee.

20.03 The Employer will furnish employees with safety equipment (including safety glasses, gloves and fire retardant coveralls) if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer furnished items.

20.04 All employees will receive an amount as defined in Schedule “A” for all hours worked as a Tool/Clothing allowance. All tools and clothing (work wear) furnished by the employee needs to be to the defined Employer standard.

20.05 Prescription Safety Eyewear

The Employer agrees to reimburse any employee fifty percent (50%) of the cost (up to a maximum reimbursement of two hundred and fifty dollars (\$250.00) for prescription safety eyewear subject to the following criteria. The employee will be eligible after four thousand (4,000) hours of employment and every subsequent four thousand (4,000) hours thereafter. In the case of a break in employment of more than six (6) months or where the employee quits the time requirements will have to be re-served.

Should an eligible employee elect to have corrective laser eye surgery, they are eligible to receive a one-time payment of two hundred and fifty dollars (\$250.00) subject to the above mentioned criteria.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 The Employer will grant leaves of absence without pay for the following reasons:

- a) Marriage of the employee;
- b) Sickness of the employee or employee's immediate family;
- c) Death in the employee's immediate family;
- d) Union activity other than this establishment.

The length of the leave of absence will be mutually agreed between the Employer and the employee.

21.02 An employee will be granted three (3) days leave of absence with pay (to a maximum of 24 hours total) at their regular hourly wage rate, to make arrangements for and to attend the funeral of the employee's immediate family (i.e. husband, wife – including common law spouses – father, mother, brother, sister, son, daughter, legal guardian, legal dependant mother-in-law, father-in-law, grandfather, grandmother, grandson or granddaughter). Further time off without pay may be taken by mutual agreement between the employee and the Employer.

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

ARTICLE 22 - GRIEVANCE PROCEDURE

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

22.02 "Grievance" will mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, 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 grievers will be listed on the grievance form.

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

A Policy Grievance will be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

22.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "work days".

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

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

Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be presented to the designated Employer representative by a Steward or a CLAC representative. The designated Employer representative will 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 will identify:

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

and will be signed by the employee or employees involved.

Step 2

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

Representative may serve the Employer Representative 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 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 griever. 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 2 of Article 22.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.

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

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

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

ARTICLE 23 - ARBITRATION

- 23.01 If a notice of desire to arbitrate is served, the two parties will each nominate an arbitrator within seven days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed will attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 23.02 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 23.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally or by registered mail. If served by registered mail, the date of mailing will be deemed to be the date of service.
- 23.05 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the grievance and his decision will be final and binding upon both parties.
- 23.06 It is agreed that the Arbitration Board will have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay

calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.

23.08 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which, in its opinion, is just and equitable. This cause will not apply to the discharge of a probationary employee.

23.09 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

23.10 The Board of Arbitration will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof.

23.11 The parties may, upon mutual agreement, substitute a single arbitrator in place of the Arbitration Board.

ARTICLE 24 - WARNING, SUSPENSION AND DISCHARGE

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

24.02 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.

24.03 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be documented by the foreman/supervisor and presented to the employee and steward. Whenever possible, a steward will be present for all disciplinary meetings that could result in written warnings, suspensions or discharges unless the employee being disciplined requests not to have the steward present. When a steward is not available, the employee may choose another employee to be present. When a steward is not available, the foreman/supervisor will provide the steward with the documentation for all written warnings, suspensions and discharges within twenty-four (24) hours.

24.04 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive work days without a justifiable reason.

ARTICLE 25: DUES AND TRUST FUND PAYMENTS

25.01 The parties acknowledge that delinquent payments to the Union for Union dues or for any of the Employer contributions to the Funds established in Articles 16, 17 and 18 will pose a serious threat to the plan participants. Therefore the Trustees of the Funds are empowered to take any action in law necessary to collect all Funds owing, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.

- 25.02 Contributions will be made to the Union Provincial Remittance Processing Centre pursuant to Article 7, 16, 17 and 18, each month, by the twentieth (20th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.
- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance, the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, the Health and Welfare plan and the RSP plan, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues Administration dues and or Permit dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union Provincial Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues, Administration

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

ARTICLE 26 – COLLECTIVE AGREEMENT AMENDMENTS

26.01 Should either party request a review of wages or other items in Schedule "A", representatives from both parties will meet to discuss the proposals. If an agreement is reached, such amendments to the Collective Agreement will be signed by the representatives, and without further approval, such amendments will be effective as specified by the parties. If the parties cannot reach an agreement, the issue will be subject to binding arbitration.

26.02 Pre-Job Conferences

- a) The Employer will notify the Union when a project has been awarded to the Employer which falls outside the parameters of the Collective Agreement.

Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties. When time allows during the preparation of a bid or proposal, the Employer shall notify the Union of such projects and site specific issues will be addressed and agreed upon prior to the submission of the bid or proposal. In the preparation of the bid or proposal, the Employer will undertake to negotiate terms and conditions which will be conducive to the mutual well-being of the Employer and the employees. Such terms and conditions may include, but not be limited to, Wage

Rates, General Holiday pay, Apprenticeship Rates, Travel and LOA/Subsistence.

- b) A copy of the signed pre-job conference report will be provided to the Employer and the Union.

ARTICLE 27 – DURATION

- 27.01 This agreement will be effective on the third (3rd) day of November, two thousand and thirteen (2013) and will remain in effect until the thirty-first (31st) day of December, two thousand and fifteen (2015) and for further periods of one (1) year unless notice will be given by either party for the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.
- 27.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement.
- 27.03 Until a new agreement has been concluded all provisions in this Collective Agreement will remain in full force and effect.
- 27.04 Where the masculine gender is used in this Agreement, it will be considered to include the feminine gender.

SIGNED and DATED at Calgary, Alberta, this ___day of _____, 2013.

Signed on behalf of
ABB BER-MAC

Signed on behalf of
CONSTRUCTION WORKERS
UNION (CLAC), LOCAL NO. 63

Per _____

Per _____

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

Per _____

Per _____

Per _____
Authorized Representatives

Per _____
Authorized Representatives

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

General Alberta Rates
(Effective December 1, 2013)

Journeyman:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H&W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Journeyman 3	39.88	3.99	1.45	1.99	0.80	0.10	0.15	0.08	48.44
Journeyman 2	38.96	3.90	1.45	1.95	0.78	0.10	0.15	0.08	47.36
Journeyman 1 Instrument Technician	38.25	3.83	1.45	1.91	0.77	0.10	0.15	0.08	46.53
Journeyman 1 Electrician	38.25	3.83	1.45	1.91	0.77	0.10	0.15	0.08	46.53
Journeyman 1 Maintenance Electrician	38.25	3.83	1.45	1.91	0.77	0.10	0.15	0.08	46.53
Journeyman 1 Maintenance Instrument Technician	38.25	3.83	1.45	1.91	0.77	0.10	0.15	0.08	46.53

Apprentices:	Base Wage	Vac Stat 10%	H&W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	Total
Electrician 4 th year (80%)	30.60	3.06	1.45	1.53	0.61	0.10	0.15	0.08	37.58
Electrician 3 rd year (70%)	26.78	2.68	1.45	1.34	0.54	0.10	0.15	0.08	33.11
Electrician 2 nd year (60%)	22.95	2.30	1.45	1.15	0.46	0.10	0.15	0.08	28.63
Electrician 1 st year (50%)	19.13	1.91	1.45	0.96	0.38	0.10	0.15	0.08	24.16

Apprentices:	Base Wage	Vac Stat 10%	H&W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	Total
Instrument Technician 4 th year (85%)	32.51	3.25	1.45	1.63	0.65	0.10	0.15	0.08	39.82
Instrument Technician 3 rd year (75%)	28.69	2.87	1.45	1.43	0.57	0.10	0.15	0.08	35.34
Instrument Technician 2 nd year (65%)	24.86	2.49	1.45	1.24	0.50	0.10	0.15	0.08	30.87
Instrument Technician 1 st year (55%)	21.04	2.10	1.45	1.05	0.42	0.10	0.15	0.08	26.39

(* Matching RSP as per Article 17)

Wage Review before October 31, 2014 to be effective January 1, 2015 – with review committee to include stewards and bargaining committee members who will meet with management and negotiate a result. Result will not be taken to a vote; if result cannot be reached the parties will go to arbitration (subject to 26.01).

SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES

Calgary

The Calgary wage rate will be paid while performing work within the city limits of Calgary.

(Effective December 1, 2013)

Journeyman:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Instrument Technician	38.75	3.88	1.45	1.94	0.78	0.10	0.15	0.08	47.12
Electrician	38.75	3.88	1.45	1.94	0.78	0.10	0.15	0.08	47.12
Maintenance Electrician	38.75	3.88	1.45	1.94	0.78	0.10	0.15	0.08	47.12
Maintenance Instrument Technician	38.75	3.88	1.45	1.94	0.78	0.10	0.15	0.08	47.12

Apprentices:	Base Wage	Vac Stat	H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	Total
Electrician 4 th year (80%)	31.00	3.10	1.45	1.55	0.62	0.10	0.15	0.08	38.05
Electrician 3 rd year (70%)	27.13	2.71	1.45	1.36	0.54	0.10	0.15	0.08	33.52
Electrician 2 nd year (60%)	23.25	2.33	1.45	1.16	0.47	0.10	0.15	0.08	28.98
Electrician 1 st year (50%)	19.38	1.94	1.45	0.97	0.39	0.10	0.15	0.08	24.45

Apprentices:	Base Wage	Vac Stat	H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	Total
Instrument Technician 4 th year (85%)	32.94	3.29	1.45	1.65	0.66	0.10	0.15	0.08	40.32
Instrument Technician 3 rd year (75%)	29.06	2.91	1.45	1.45	0.58	0.10	0.15	0.08	35.78
Instrument Technician 2 nd year (65%)	25.19	2.52	1.45	1.26	0.50	0.10	0.15	0.08	31.25
Instrument Technician 1 st year (55%)	21.31	2.13	1.45	1.07	0.43	0.10	0.15	0.08	26.72

(* Matching RSP as per Article 17)

Wage Review before October 31, 2014 to be effective January 1, 2015 – with review committee to include stewards and bargaining committee members who will meet with management and negotiate a result. Result will not be taken to a vote; if result cannot be reached the parties will go to arbitration (subject to 26.01).

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

Northeast Quadrant

The North East Quadrant is defined as that area east of the 5th Meridian and north of, but not including, Township 46 but excluding the Regional Municipality of Wood Buffalo. The Fox Creek branch and all work emanating from the Fox Creek branch will be compensated at the wage rates established for the Northeast Quadrant.

(Effective December 1, 2013)

Journeyman:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Instrument Technician	41.00	4.10	1.45	2.05	0.82	0.10	0.15	0.08	49.75
Electrician	41.00	4.10	1.45	2.05	0.82	0.10	0.15	0.08	49.75
Maintenance Electrician	41.00	4.10	1.45	2.05	0.82	0.10	0.15	0.08	49.75
Maintenance Instrument Technician	41.00	4.10	1.45	2.05	0.82	0.10	0.15	0.08	49.75

Apprentices:	Base Wage	Vac Stat 10%	H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	Total
Electrician 4 th year (80%)	32.80	3.28	1.45	1.64	0.66	0.10	0.15	0.08	40.16
Electrician 3 rd year (70%)	28.70	2.87	1.45	1.44	0.57	0.10	0.15	0.08	35.36
Electrician 2 nd year (60%)	24.60	2.46	1.45	1.23	0.49	0.10	0.15	0.08	30.56
Electrician 1 st year (50%)	20.50	2.05	1.45	1.03	0.41	0.10	0.15	0.08	25.77

Apprentices:	Base Wage	Vac Stat 10%	H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	Total
Instrument Technician 4 th year (85%)	34.85	3.49	1.45	1.74	0.70	0.10	0.15	0.08	42.55
Instrument Technician 3 rd year (75%)	30.75	3.08	1.45	1.54	0.62	0.10	0.15	0.08	37.76
Instrument Technician 2 nd year (65%)	26.65	2.67	1.45	1.33	0.53	0.10	0.15	0.08	32.96
Instrument Technician 1 st year (55%)	22.55	2.26	1.45	1.13	0.45	0.10	0.15	0.08	28.16

(* Matching RSP as per Article 17)

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

Northeast Quadrant

The North East Quadrant is defined as that area east of the 5th Meridian and north of, but not including, Township 46 but excluding the Regional Municipality of Wood Buffalo. The Fox Creek branch and all work emanating from the Fox Creek branch will be compensated at the wage rates established for the Northeast Quadrant.

(Effective June 1, 2014)

Journeyman:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Instrument Technician	42.25	4.23	1.45	2.11	0.85	0.10	0.15	0.08	51.21
Electrician	42.25	4.23	1.45	2.11	0.85	0.10	0.15	0.08	51.21
Maintenance Electrician	42.25	4.23	1.45	2.11	0.85	0.10	0.15	0.08	51.21
Maintenance Instrument Technician	42.25	4.23	1.45	2.11	0.85	0.10	0.15	0.08	51.21

Apprentices:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Electrician 4 th year (80%)	33.80	3.38	1.45	1.69	0.68	0.10	0.15	0.08	41.33
Electrician 3 rd year (70%)	29.58	2.96	1.45	1.48	0.59	0.10	0.15	0.08	36.38
Electrician 2 nd year (60%)	25.35	2.54	1.45	1.27	0.51	0.10	0.15	0.08	31.44
Electrician 1 st year (50%)	21.13	2.11	1.45	1.06	0.42	0.10	0.15	0.08	26.50

Apprentices:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Instrument Technician 4 th year (85%)	35.91	3.59	1.45	1.80	0.72	0.10	0.15	0.08	43.80
Instrument Technician 3 rd year (75%)	31.69	3.17	1.45	1.58	0.63	0.10	0.15	0.08	38.85
Instrument Technician 2 nd year (65%)	27.46	2.75	1.45	1.37	0.55	0.10	0.15	0.08	33.91
Instrument Technician 1 st year (55%)	23.24	2.32	1.45	1.16	0.46	0.10	0.15	0.08	28.97

(* Matching RSP as per Article 17)

Wage Review before October 31, 2014 to be effective January 1, 2015 – with review committee to include stewards and bargaining committee members who will meet with management and negotiate a result. Result will not be taken to a vote; if result cannot be reached the parties will go to arbitration (subject to 26.01).

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

Wood Buffalo

(Effective December 1, 2013)

Journeyman:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Instrument Technician	43.45	4.35	1.45	2.17	0.87	0.10	0.15	0.08	52.62
Electrician	43.45	4.35	1.45	2.17	0.87	0.10	0.15	0.08	52.62
Maintenance Electrician	43.45	4.35	1.45	2.17	0.87	0.10	0.15	0.08	52.62
Maintenance Instrument Technician	43.45	4.35	1.45	2.17	0.87	0.10	0.15	0.08	52.62

Apprentices:	Base Wage	Vac Stat 10%	H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	Total
Electrician 4 th year (80%)	34.76	3.48	1.45	1.74	0.70	0.10	0.15	0.08	42.45
Electrician 3 rd year (70%)	30.42	3.04	1.45	1.52	0.61	0.10	0.15	0.08	37.37
Electrician 2 nd year (60%)	26.07	2.61	1.45	1.30	0.52	0.10	0.15	0.08	32.28
Electrician 1 st year (50%)	21.73	2.17	1.45	1.09	0.43	0.10	0.15	0.08	27.20

Apprentices:	Base Wage	Vac Stat 10%	H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	Total
Instrument Technician 4 th year (85%)	36.93	3.69	1.45	1.85	0.74	0.10	0.15	0.08	44.99
Instrument Technician 3 rd year (75%)	32.59	3.26	1.45	1.63	0.65	0.10	0.15	0.08	39.91
Instrument Technician 2 nd year (65%)	28.24	2.82	1.45	1.41	0.56	0.10	0.15	0.08	34.82
Instrument Technician 1 st year (55%)	23.90	2.39	1.45	1.19	0.48	0.10	0.15	0.08	29.74

(* Matching RSP as per Article 17)

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

Wood Buffalo

(Effective June 1, 2014)

Journeyman:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Instrument Technician	44.75	4.48	1.45	2.24	0.90	0.10	0.15	0.08	54.14
Electrician	44.75	4.48	1.45	2.24	0.90	0.10	0.15	0.08	54.14
Maintenance Electrician	44.75	4.48	1.45	2.24	0.90	0.10	0.15	0.08	54.14
Maintenance Instrument Technician	44.75	4.48	1.45	2.24	0.90	0.10	0.15	0.08	54.14

Apprentices:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Electrician 4 th year (80%)	35.80	3.58	1.45	1.79	0.72	0.10	0.15	0.08	43.67
Electrician 3 rd year (70%)	31.33	3.13	1.45	1.57	0.63	0.10	0.15	0.08	38.43
Electrician 2 nd year (60%)	26.85	2.69	1.45	1.34	0.54	0.10	0.15	0.08	33.19
Electrician 1 st year (50%)	22.38	2.24	1.45	1.12	0.45	0.10	0.15	0.08	27.96

Apprentices:	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP 5%	Matching RSP 2%*	Tool / Clothing Allowance	TTF	EF	
Instrument Technician 4 th year (85%)	38.04	3.80	1.45	1.90	0.76	0.10	0.15	0.08	46.28
Instrument Technician 3 rd year (75%)	33.56	3.36	1.45	1.68	0.67	0.10	0.15	0.08	41.05
Instrument Technician 2 nd year (65%)	29.09	2.91	1.45	1.45	0.58	0.10	0.15	0.08	35.81
Instrument Technician 1 st year (55%)	24.61	2.46	1.45	1.23	0.49	0.10	0.15	0.08	30.58

(* Matching RSP as per Article 17)

Wage Review before October 31, 2014 to be effective January 1, 2015 – with review committee to include stewards and bargaining committee members who will meet with management and negotiate a result. Result will not be taken to a vote; if result cannot be reached the parties will go to arbitration (subject to 26.01).

SCHEDULE "A"

CLASSIFICATIONS AND HOURLY RATES

Lead hand premium:	<p>\$2.50/hour above Journeyman 1 rate in General Alberta; above Journeyman rate in the other defined areas.</p> <p>Management will retain the flexibility to designate Lead hands and Foremen on a project specific or permanent basis; factors to be considered will be: skills, experience, location and client demands. The above may apply to construction or maintenance projects.</p>
Foreman premium:	<p>\$5.00/per hour above Journeyman 1 rate in General Alberta; above Journeyman rate in the other defined areas.</p> <p>Management will retain the flexibility to designate Lead hands and Foremen on a project specific or permanent basis; factors to be considered will be: skills, experience, location and client demands. The above may apply to construction or maintenance projects.</p>
Dual Ticket	<p>\$4.00/hour</p> <p>To be added to the base wage when the employee is required to perform both duties, or is hired with that intent.</p>
Night Shift Premium	<p>\$2.50/hour</p> <p>To be added to the base wage rate when the majority of hours worked in a shift fall between 6:00 PM and 6:00 AM.</p>
Steward Premium	<p>\$0.75/hour</p> <p>\$1.25/hour after completion of Toolbox #3</p> <p>Premium not added to the base wage rate</p>

Apprentices (minimum rates): Apprentices will be based on Journeyman 1 rates in General Alberta and based on the Journeyman rates in the other defined areas. Apprentices will be paid in accordance with current Alberta Apprenticeship regulations.

LOA/Subsistence: A minimum of \$100.00 per day unless otherwise agreed by the parties subject to Article 13. In the event that the Employer opts to provide accommodations instead of the established allowance, lodging will be based on dual occupancy (when possible), and \$45.00 per day (minimum) per employee for food. Employees who for reasons outside their control have single occupancy and end up “out of pocket” due to uneven numbers of employees on the job should discuss their situation with their supervisor.

Journeyman 1, 2 & 3 Journeymen can be moved up from Journeyman 1 (J1) status to Journeyman 2 (J2) status and/or to Journeyman 3 (J3) status at the discretion of the Employer. However employees will automatically progress from J1 to J2 after completing a total of 8,000 journeyman hours with ABB Ber-Mac or Ber-Mac. In addition when employees complete a total of 18,000 journeyman hours with ABB Ber-Mac or Ber-Mac they will automatically progress to J3 status.

Whether a Journeyman has progressed by Employer’s discretion or by journeyman hours worked, or a combination of both, no employee shall ever be reduced in Journeyman status unless that employee quits

(voluntarily resigns), is terminated for just cause, or is laid off due to shortage of work for a period longer than six (6) months.

Employees who fail or refuse to return to work within five (5) days of recall after a lay-off without providing a justifiable reason will lose all accumulated work hours and shall be reduced in Journeyman status.

SCHEDULE "B"

OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 A.D. &D. per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- Dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - 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;
- Short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of six hundred (\$600.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- Long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,600.00 per month), per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC WESTERN BENEFIT OFFICE www.clac.ca

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CLAC RETIREMENT MEMBERCARE (RSP)

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