



# **COLLECTIVE AGREEMENT**

BETWEEN

**DEZOTA CONSTRUCTION INC.**

AND

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

**Duration: November 1, 2013 – November 30, 2015**

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**CONSTRUCTION**  
**ALBERTA**

**COLLECTIVE AGREEMENT**

**BETWEEN:           DEZOTA CONSTRUCTION INC.**  
**(the "Employer")**

-and-

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

**Duration: November 1, 2013 – November 30, 2015**

**ARTICLE 1 - PURPOSE**

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

- a)       To recognize mutually the respective rights, responsibilities and functions of the parties;
- b)       To provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits as set forth in this Agreement;

- c) To establish a just and prompt procedure for the disposition of grievances;
- d) To establish an equitable system for the promotion, transfer and layoff of employees; and
- e) Through the administration of all the provisions contained within this Agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 The parties to this Agreement pledge to work towards consultation and cooperation believing the following concepts provide a fundamental framework for cooperative labour/management relations:

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

1.03 The omission of specific mention in this agreement of existing rights established or recognized by the

Employer will not be construed to deprive employees or the Union of such rights. Such rights may only be amended by mutual agreement.

1.04 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable human rights legislation, or is in bad faith.

1.05 Should any part of this Agreement be declared invalid the remainder of this Agreement will continue in full force and effect.

## **ARTICLE 2 – RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit, working in the Province of Alberta, as defined in existing Alberta Labour Relations Board (“ALRB”) certificates covering:

- 91 - 2013 General Construction Carpenters
- 117 - 2013 General Construction Electricians
- 93 - 2013 General Construction Labourers
- 103 - 2013 General Construction Millwrights
- 92 - 2013 General Construction Operating Engineers
- 90 - 2013 General Construction Structural Ironworkers

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

- 2.02 This Agreement covers all employees of the Employer when employed in Construction as Carpenter, Concrete Finisher, Electrician, Ironworker – Structural/Ornamental, Labourer, Millwright, Operator-Boomtruck, Operator-Crane, Operator-Equipment, Scaffolder, Truck Driver, Warehouse Person, and Welder, including Journeypersons, Apprentices, Direct Service Providers (“DSP”) and their Foreman, save and except Supervisory, Managerial, QA/QC, Office, Clerical and Salaried personnel.
- 2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties, with the exception that the scope of this Agreement will also automatically apply to employees employed in other trades from and after the day that certification is obtained by the Union for that trade from the ALRB. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

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

- 3.01 Subject to the terms of this Agreement, the Employer's rights include the right to:
- a) 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) Select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, suspend and rehire employees; to select and retain employees for positions excluded from the bargaining unit; and
- c) Operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, starting and quitting times, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time, employee qualifications, and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

The Employer retains all management rights not specifically restricted by the terms of the Agreement.

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

3.03 The Employer may only contract out work where:

- a) It does not possess the necessary facilities or equipment;

- b) It does not have and/or cannot acquire the required employees;
- c) It cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits; or
- d) Required by the project client.

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

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

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

##### 4.01 Stewards

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

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



- b) In general the number of Stewards per jobsite will be determined as follows:
  - i) When there are fifty (50) or less employees - one (1) Steward;
  - ii) Over fifty (50) employees, but less than one hundred (100) - two (2) Stewards;
  - iii) For every hundred (100) employees beyond one hundred (100) - at least one (1) additional Steward. More Stewards may be added by mutual agreement; and
  - iv) The Union will notify and communicate with the Employer when a Steward is appointed.
  - v) The Employer and Union must agree before a Chief Steward is to be implemented.
- c) Stewards will receive the hourly premium as set out in Schedule "A" and "B" notes. The Union will advise the Employer, in writing, of the name(s) of the duly appointed Steward(s).
- d) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. The Employer will notify the Union prior to layoff of a Steward.
- e) 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

this Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate management Supervisor. Such permission will not be unreasonably withheld. The Employer will pay Stewards for time spent attending such duties during their working hours.

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

#### 4.02 Representatives

- a) Duly appointed representatives of the Union (“Representatives”) represent the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following. The Representative(s) will:
  - i) Where practicable, give reasonable advanced notice to the appropriate management personnel before visiting a job site;

- ii) Identify themselves to the appropriate management personnel upon arriving at a job site. Representative's access to job sites will be subject to the client and Employer's site protocols;
- iii) Not interfere with the progress of work.

4.03 There will be no Union activity on the Employer's premises during working hours without the Employer's consent, 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 forty (40) hours per employee for all time spent preparing for and negotiating the collective agreement; unless additional paid hours are approved by the Employer. Should the Union request more committee members and to have them paid by the Employer, such additions must be agreed upon by the Employer.

### **ARTICLE 5 - STRIKES OR LOCKOUTS**

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

employees recognized in this Agreement, except as permitted by the Alberta Labour Relations Code.

- 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 including a lockout in the form of deliberately restricting or reducing the hours of work, except as permitted by the Alberta Labour Relations Code.

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

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to qualified Union members who are able to meet the Employer's requirements of the job. Such employees must have a completed dispatch form on file with the Union before commencing work for the Employer. If the Union is not able to refer qualified Union members, the Employer will be able to hire from outside the Union membership, provided that such employees obtain a completed Union dispatch slip and provide it to the Employer before commencing work. The Employer will submit the names, social insurance numbers and classifications of all requested employees to the Union for approval by the Union. The Employer will ensure that this is accomplished prior to commencement of employment. The Union agrees to promptly process dispatch slip requests and they will not be unreasonably withheld.
- 6.02 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 6.01, the Employer will not discriminate against any

employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, or as soon as reasonably possible after commencing work, new employees will be referred by the Employer to a Steward or Representative in order to describe the Union's purpose and representation policies to such new employees.

- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.
- 6.04 New employees will be hired on a three (3) calendar month probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration. When a probationary employee is disciplined and not discharged, the parties agree that the terms stated in Article twenty four (24) will prevail.
- 6.05 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.
- 6.06 Employees rehired within six (6) months of layoff will not re-serve a new probationary period.
- 6.07 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.

## **ARTICLE 7 - UNION DUES**

- 7.01 The Employer is authorized to and will deduct from each employee's paycheque the amount equal to Union dues and where applicable, an amount equal to Union dues arrears, Administration dues and Permit dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the tenth (10<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.
- 7.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for Union dues, Union dues arrears, Administration dues and Permit dues and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union. The Union shall provide the Employer with a minimum of thirty (30) days' notice of any change in the above noted dues.
- 7.04 The Employer will provide the Union with all necessary information required to administer 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 - 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 Schedules “A” and “B”, as appropriate to the work. It is understood and agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement. If there is a dispute the matter will be settled in accordance with the arbitration procedure set out in Article 23.
- 8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for the same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by an authorized representative of both the Employer and the Union. If the Union and the Employer are unable to agree upon the wage rates for new classifications, either party may apply directly for arbitration under Article 23.
- 8.03 Show Up Time
- a) An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at the employees prevailing hourly rate. The employee

will also receive their full accommodation allowance if and when applicable.

- b) In the case of a camp, proper notification is at breakfast time and such notices are to be posted on the kitchen bulletin board.

#### 8.04 Starting Work

An employee who starts work and is prevented from completing the normal work day will receive the greater of four (4) hours pay at the employee's prevailing hourly rate or the number of hours worked multiplied by the prevailing hourly rate. The employee will also receive full accommodation allowance for that day 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 employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

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



This will be recorded in writing signed by the Employer, the employee and the Steward.

- 8.08 The parties agree that the wage rates in schedules “A” and “B” effective November 1, 2013 are subject to negotiation. These negotiations will take place prior to November 1, 2014. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this agreement.

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

- 9.01 The normal work week will consist of forty (40) hours per week.
- 9.02 Employees will be paid overtime at the rate of one and one-half (1.5) times the employees’ straight time hourly rate of pay for all hours worked in excess of eight (8) regular straight time hours per day and forty (40) regular straight time hours per week. Overtime will be paid when an employee works on any regularly scheduled day off.
- 9.03 General Holidays
- a) When a General Holiday as outlined in Article 12.01 occurs during the calendar week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of thirty-two (32) regular straight time hours.
  - b) When two (2) General Holidays as outlined in Article 12.01 occur during the calendar week, overtime as per Article 9.02 will be paid for all

regular straight time hours in excess of twenty-four (24) regular straight time hours.

9.04 Sunday

- a) Sunday will be deemed the first day of the week.
- b) When a scheduled break occurs it will include a Sunday whenever possible.

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

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 contract projects. Such amendments will be noted on the pre-job conference report subject to Article 26.

9.07 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.

9.08 Coffee Breaks and Meal Periods

- a) There will be two (2) paid coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.

- b) Employees will be given a meal period of one half ( $\frac{1}{2}$ ) hour per shift but such period will not be considered as time worked.
- c) Employees will receive a fifteen (15) minute coffee break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day. (A coffee break will not apply to the meal break at twelve (12) hours).
- d) Employees who work beyond twelve (12) hours in a day will be provided with an additional one half ( $\frac{1}{2}$ ) hour paid meal period and a meal will be provided by the Employer.

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

## **ARTICLE 10 - LAY-OFF PROCEDURE**

- 10.01 The Employer will give the each employee four (4) hours' notice of layoff. Four (4) hours pay may be given in lieu of notice. A DSP will be paid at the comparable Journeyperson wage rate.
- 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 and e-mail address where possible.
- 10.04 The Employer agrees that when an employee is laid off while at home on scheduled days off, the Employer will ship the employee's personal belongings to the employee's home address at no cost to the employee within seven (7) days of the notice of layoff.

### **ARTICLE 11 - VACATION AND VACATION PAY**

- 11.01 All employees will be entitled to receive an amount equal to six (6%) percent of their base wage rate for all hours worked as vacation pay.
- 11.02 Vacation pay will be paid to employees on each paycheque.
- 11.03 The Employer will consider vacations at the times requested considering business requirements.

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

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

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day,

Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, or any further days proclaimed by the Federal or Provincial Government.

- 12.02 Employees required to work on one of the above General Holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.
- 12.03 Holiday Pay will be paid to employees on each paycheque.

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

- 13.01 It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this article, is to provide a fair means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.
- 13.02 The Employer and the Union shall establish by mutual agreement, the particulars of all travel allowances, site to camp allowances, transportation terms and surface travel compensation and accommodation allowances as may apply to a project or job, in a Pre-Job Conference Report for each job as required in Article 26.02.

Guidelines may include prevailing compensation in the area of the project in question and the limitations imposed by the Canada Revenue Agency, as well as the client's conditions. Consultation will commence

prior to Employer commitments being made to a prospective client.

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

- 14.01 In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled for each project. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project. The areas for discussion may include, but not be limited to, the following:
- a) Safety measures;
  - b) Matters that affect the working conditions of the employees;
  - c) Training and promotion;
  - d) Hiring policies; and
  - e) Discipline and discharge policies.
- 14.02 The Employer and the Union will each appoint representatives to the committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.
- 14.03 Employees attending the meetings during regular working hours will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings.

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

- 15.01 A committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.
- 15.02 The Employer and the Union will each appoint representatives to the Committee.
- 15.03 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.
- 15.04 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- 15.05 It is the intent of the parties to have working conditions that are safe and healthy.
- 15.06 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.
- 15.07 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 near the employee's home within Canada at no cost to the employee, provided such treatment is prescribed by a physician and the transportation costs are not paid by private insurance or a provincial health care plan.

#### 15.08 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.
- c) Where practical, the Employer will inform the Union office of all employees who are assigned to Modified Work and the hours reverted to. The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by attending physicians as per Articles 15.08 (a) and (b).

15.09 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation. In general, the parties agree to



use the COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), "Canadian Model Version 2 October 1, 2010" as the 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 Schedules "A" and "B" for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 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.
- 16.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, (outlined in Schedule "C") and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 16.04 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" will be paid to that employee, upon attainment of the employee's 75<sup>th</sup>

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

- 16.05 The Parties agree that the Health and Welfare contribution amounts set out in Schedules “A” and “B” to be effective January 1 of each calendar year are subject to negotiation. If the Union seeks to increase the contribution amounts, it will attempt to notify the Employer by December 1 of the preceding calendar year and the negotiations will take place prior to January 1. 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 schedules “A” and “B” for specific projects at the pre-job conference as per Article 26 of this Agreement.

## **ARTICLE 17 – RETIREMENT PLANS**

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

- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the employer.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Schedules “A” and “B”.
- d) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees’ last address on record with the Union.

## 17.02 Pension

- a) The Employer agrees to contribute the pension amount set out in Schedules “A” and “B” to the CLAC Pension Plan (the Pension Plan), governed by the CLAC Pension Plan Board of Trustees, for each employee, for each hour worked.
- b) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594.
- c) The Employer agrees to deduct, by way of payroll deduction, voluntary employee pension

contributions which are above and beyond those contributions specified in Schedules “A” and “B”. A request for such deductions shall be submitted to the Employer on a form provided by the Pension Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.

- d) The total amount of all contributions remitted by the Employer on an employee’s behalf (employer and employee voluntary), cannot exceed the annual maximum money purchase contribution limits outlined by the Canada Revenue Agency.
- e) Employer and employee voluntary contributions will be recorded separately on the remittance.
- f) In the event that a remittance has not been received by the Union by the date set out in Article 25, the Employer is responsible to compensate the plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.
- g) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees’ behalf. The Pension Plan shall be responsible for informing the employees about the plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

### 17.03 Retirement Plan Contribution Details

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

17.04 Where legislation prohibits contributions being made to the Union Sponsored Group RSP and or Pension Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.01 (a) and 17.02 (a) to that employee on each paycheque. This payment, in-lieu of RSP contributions and or Pension Plan contributions, will not be less than the amount that employee would have received if he/she were still eligible for contributions to the Union Sponsored Group RSP Plan and or Pension Plan.

## **ARTICLE 18 - EDUCATION AND TRAINING FUNDS**

### 18.01 Education Fund

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

### 18.03 CLAC Alberta Training General Operating Fund

The Employer agrees to contribute an amount as set out in Schedules “A” and “B” for all hours worked by all employees to the CLAC Alberta Training Trust Fund. The use of these funds will be for the general operations of CLAC Alberta Training and will be governed by the policies and procedures of the CLAC Alberta Training Trust Fund and its trustees.

### 18.04 Employer Specific Training Fund

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

**ARTICLE 19 - TOOLS**

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

**ARTICLE 20 - PROTECTIVE EQUIPMENT**

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

the cleaning of Employer supplied fire retardant coveralls.

20.04 Prescription Safety Eyewear

The Employer agrees to reimburse any employee fifty percent (50%) of the cost of prescription safety eyewear up to three hundred dollars (\$300.00) according to the following criteria. The employee must have worked 600 hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional 4000 hours from the last time reimbursed.

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

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

- a) Marriage of the employee;
- b) Sickness of the employee or employee's immediate family;
- c) Birth or adoption of the employee's child;
- d) Union business, other than the establishment of this Agreement;
- e) Death of a family member not outlined in Article 21.02;
- f) Job related training; or



- g) Other personal reasons as approved by the Employer.

21.02 An employee will be granted a three (3) day leave of absence with pay, at the employee's regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, common law spouse, child, legal dependent, parents, parents in law, legal guardian, brother, sister, grandparents, and grandchildren. Further time may be taken by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff. A DSP will be paid at the comparable Journeyman wage rate.

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

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

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

22.02 Grievances

- a) "Grievance" means a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation,

application, administration or alleged violation of this Agreement.

- b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.
- c) Policy Grievances
  - i) A Union "Policy Grievance" is defined as one which is not an individual grievance or Group Grievance and involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative of the Union.
  - ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the employer.
- d) Any grievance referred to above will identify:
  - i) The facts giving rise to the grievance;
  - ii) The section or sections of this Agreement claimed to be violated;
  - iii) The relief requested; and
  - iv) Where practical will be signed by the employee or employees involved unless it is a Policy Grievance.

- 22.03 All the time limits referred to in the grievance procedure herein contained are mandatory and will be deemed to mean "work days". A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. The time limits will resume on the date of such unilateral declaration from where they left off at the last step filed by either party. The parties may agree in writing to extend the time limits at any time.
- 22.04 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 Policy Grievances.
- 22.05 If the Employer does consider or process a grievance which has been presented late, the Employer will be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable unless the Employer communicates to the Union, at or before the time of filing its Step 1 grievance response, that the grievance was filed late.
- 22.06 No employee will have a grievance until where reasonably possible; the employee has discussed the complaint with their immediate Supervisor. If the

employee's Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

### Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be presented to the other party's designated representative by the grieving party's designated representative. The party representative receiving the grievance will notify the other party's representative of their decision in writing not later than five (5) work days following the day upon which the grievance was received.

### Step 2

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

### Step 3

In the event that the grievance is not settled at Step 2, the party having the grievance may serve the other party with written notice of desire to arbitrate within five

(5) work days of the delivery of the decision or within five (5) days of the date on which the decision should have been made in Step 2 to the other party.

## 22.07 Union Policy Grievance or Employer Grievance

- a) A Union “Policy Grievance” or an Employer “Policy Grievance” may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written grievance and will take place within the framework of Step 2 of Article 22.06 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.
- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement will be followed.

## **ARTICLE 23 - ARBITRATION**

- 23.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) work days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a

Chairperson. If they are unable to agree upon a Chairperson within seven (7) work days of their appointment, either party may request the applicable Government Ministry to appoint an impartial Chairperson.

- 23.02 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the grievance.
- 23.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson of the Arbitration Board governs.
- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.05 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the grievance and their decision shall be final and binding upon both parties.
- 23.06 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss 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, including the provisions of 23.08, which is just and equitable in the opinion of the Arbitration Board.
- 23.08 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty, which, in its opinion, is just and equitable. This clause shall not apply to the discharge of a probationary employee.
- 23.09 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairperson of the Arbitration Board.
- 23.10 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.06 hereof.
- 23.11 If the parties mutually agree, they may substitute a single arbitrator in the place of the Arbitration Board.

## **ARTICLE 24 – WARNING, SUSPENSION AND DISCHARGE**

- 24.01 A Steward will be present for all disciplinary meetings, where possible. Only when a Steward is not available, the employee may choose another employee to be present. If the employee refuses representation by a Steward or another employee, it must be recorded in writing.
- 24.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be provided in writing by the foreman/supervisor. The foreman/supervisor will send a copy of such warning to the Steward and Union office within twenty-four (24) hours.
- 24.03 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:
- a) The refusal by an employee to abide by Safety Regulations;
  - b) The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
  - c) The refusal by the employee to abide by the requirements of the Employer's clients; or
  - d) The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.



- 24.04 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) work days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, by-passing the grievance procedure.
- 24.05 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 as per Article 7 or for any of the Employer contributions to the Funds established in Articles 16, 17 and 18 will pose a serious threat to the plan participants. Therefore the Trustees of the Funds are empowered to take any action in law necessary to collect all Funds owing, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.
- 25.02 Contributions will be made to the Union Provincial Remittance Processing Centre pursuant to Articles 7, 16, 17 and 18, each month, by the tenth (10<sup>th</sup>) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this

failure. The Employer will then have two (2) work days to correct this error.

- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, Union dues arrears, Administration dues, Permit dues, the Health and Welfare plan, the RSP and/or Pension plans, and the Education and Training funds, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues, Union dues arrears, Administration dues and Permit dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, 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 Permit dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any

similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

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

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

### 26.02 Pre-Job Conferences

- a) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in 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.
- b) The Employer and the Union will each retain a copy of the signed pre-job conference report.

**ARTICLE 27 - DURATION**

27.01 This Agreement will be effective on the first (1<sup>st</sup>) of November, two thousand and thirteen (2013) and will remain in effect until the thirtieth (30<sup>th</sup>) day of November, two thousand and fifteen (2015) and for further periods of one (1) year unless notice is 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) calendar 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 Before or during any negotiations, the parties may by mutual agreement accept the provisions of the following:

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

DATED at Calgary, Alberta, this \_\_\_\_ day of \_\_\_\_\_, 2013

Signed on behalf of  
**DEZOTA CONSTRUCTION INC.**

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

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

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

entative \_\_\_\_\_

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

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

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

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

Dezota Construction Inc. Schedule "A" - Alberta Classification and Hourly Wages As of November 1, 2013										
Journey Person Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total
			H&W \$1.45	RSP 4%	Pension 2%	EF \$0.02	AF \$0.06	TTF \$0.07	ES \$0.08	
Carpenter	\$36.00	\$3.60	\$1.45	\$1.44	\$0.72	\$0.02	\$0.06	\$0.07	\$0.08	\$43.44
Concrete Finisher	\$34.60	\$3.46	\$1.45	\$1.38	\$0.69	\$0.02	\$0.06	\$0.07	\$0.08	\$41.81
Electrician	\$41.00	\$4.10	\$1.45	\$1.64	\$0.82	\$0.02	\$0.06	\$0.07	\$0.08	\$49.24
Formfitter Level 1	\$31.50	\$3.15	\$1.45	\$1.26	\$0.63	\$0.02	\$0.06	\$0.07	\$0.08	\$38.22
Formfitter Level 2	\$30.00	\$3.00	\$1.45	\$1.20	\$0.60	\$0.02	\$0.06	\$0.07	\$0.08	\$36.48
Ironworker - Structural #1	\$41.00	\$4.10	\$1.45	\$1.64	\$0.82	\$0.02	\$0.06	\$0.07	\$0.08	\$49.24
Ironworker - Structural #2	\$38.00	\$3.80	\$1.45	\$1.52	\$0.76	\$0.02	\$0.06	\$0.07	\$0.08	\$45.76
Labourer Senior	\$27.50	\$2.75	\$1.45	\$1.10	\$0.55	\$0.02	\$0.06	\$0.07	\$0.08	\$33.58
Labourer Skilled	\$26.00	\$2.60	\$1.45	\$1.04	\$0.52	\$0.02	\$0.06	\$0.07	\$0.08	\$31.84
Labourer Intermediate	\$23.00	\$2.30	\$1.45	\$0.92	\$0.46	\$0.02	\$0.06	\$0.07	\$0.08	\$28.36
Labourer Entry	\$20.00	\$2.00	\$1.45	\$0.80	\$0.40	\$0.02	\$0.06	\$0.07	\$0.08	\$24.88
Millwright #1	\$41.00	\$4.10	\$1.45	\$1.64	\$0.82	\$0.02	\$0.06	\$0.07	\$0.08	\$49.24
Millwright #2	\$38.00	\$3.80	\$1.45	\$1.52	\$0.76	\$0.02	\$0.06	\$0.07	\$0.08	\$45.76
Operator - Senior	\$35.00	\$3.50	\$1.45	\$1.40	\$0.70	\$0.02	\$0.06	\$0.07	\$0.08	\$42.28
Operator - Intermediate	\$31.50	\$3.15	\$1.45	\$1.26	\$0.63	\$0.02	\$0.06	\$0.07	\$0.08	\$38.22
Operator - Junior	\$28.00	\$2.80	\$1.45	\$1.12	\$0.56	\$0.02	\$0.06	\$0.07	\$0.08	\$34.16
Mobile Crane (Rough Terrain)	\$37.50	\$3.75	\$1.45	\$1.50	\$0.75	\$0.02	\$0.06	\$0.07	\$0.08	\$45.18
Crane Operator 0-34 Ton	\$41.00	\$4.10	\$1.45	\$1.64	\$0.82	\$0.02	\$0.06	\$0.07	\$0.08	\$49.24
Crane Operator 35-65 Ton	\$41.25	\$4.13	\$1.45	\$1.65	\$0.83	\$0.02	\$0.06	\$0.07	\$0.08	\$49.54

Dezota Construction Inc. Schedule "A" - Alberta Classification and Hourly Wages As of November 1, 2013											
Apprenticeship Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total	
			H&W \$1.45	RSP 4%	Pension 2%	EF \$0.02	AF \$0.06	TTF \$0.07	ES \$0.08		
<b>Carpenter</b>											
1st year (60%)	\$21.60	\$2.16	\$1.45	\$0.86	\$0.43	\$0.02	\$0.06	\$0.07	\$0.08	\$26.73	
2nd year (70%)	\$25.20	\$2.52	\$1.45	\$1.01	\$0.50	\$0.02	\$0.06	\$0.07	\$0.08	\$30.91	
3rd year (80%)	\$28.80	\$2.88	\$1.45	\$1.15	\$0.58	\$0.02	\$0.06	\$0.07	\$0.08	\$35.09	
4th year (90%)	\$32.40	\$3.24	\$1.45	\$1.30	\$0.65	\$0.02	\$0.06	\$0.07	\$0.08	\$39.27	
<b>Electrician</b>											
1st year (60%)	\$24.60	\$2.46	\$1.45	\$0.98	\$0.49	\$0.02	\$0.06	\$0.07	\$0.08	\$30.21	
2nd year (70%)	\$28.70	\$2.87	\$1.45	\$1.15	\$0.57	\$0.02	\$0.06	\$0.07	\$0.08	\$34.97	
3rd year (80%)	\$32.80	\$3.28	\$1.45	\$1.31	\$0.66	\$0.02	\$0.06	\$0.07	\$0.08	\$39.73	
4th year (90%)	\$36.90	\$3.69	\$1.45	\$1.48	\$0.74	\$0.02	\$0.06	\$0.07	\$0.08	\$44.49	
<b>Ironworker (Structural)</b>											
1st year (70%)	\$26.60	\$2.66	\$1.45	\$1.06	\$0.53	\$0.02	\$0.06	\$0.07	\$0.08	\$32.53	
2nd year (80%)	\$30.40	\$3.04	\$1.45	\$1.22	\$0.61	\$0.02	\$0.06	\$0.07	\$0.08	\$36.95	
3rd year (90%)	\$34.20	\$3.42	\$1.45	\$1.37	\$0.68	\$0.02	\$0.06	\$0.07	\$0.08	\$41.35	
<b>Millwright</b>											
1st year (60%)	\$22.80	\$2.28	\$1.45	\$0.91	\$0.46	\$0.02	\$0.06	\$0.07	\$0.08	\$28.13	
2nd year (70%)	\$26.60	\$2.66	\$1.45	\$1.06	\$0.53	\$0.02	\$0.06	\$0.07	\$0.08	\$32.53	
3rd year (80%)	\$30.40	\$3.04	\$1.45	\$1.22	\$0.61	\$0.02	\$0.06	\$0.07	\$0.08	\$36.95	
4th year (90%)	\$34.20	\$3.42	\$1.45	\$1.37	\$0.68	\$0.02	\$0.06	\$0.07	\$0.08	\$41.35	

\* other trades will follow apprentice rates as per AIT.

Dezota Construction Inc. Schedule "B" - Wood Buffalo Classification and Hourly Wages As of November 1, 2013										
Journey Person Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total
			H&W \$1.45	RSP 4%	Pension 2%	EF \$0.02	AF \$0.06	TTF \$0.07	ES \$0.08	
Automotive Service Technician	\$41.92	\$4.19	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$50.31
Boom Truck Operator	\$41.92	\$4.19	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$50.31
Carpenter	\$41.92	\$4.19	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$50.31
Cement Mason	\$41.92	\$4.19	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$50.31
Crane Operator 0-34 T	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Crane Operator 35-65 T	\$44.46	\$4.45	\$1.45	\$1.78	\$0.89	\$0.02	\$0.06	\$0.07	\$0.08	\$53.26
Electrician	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Equipment Operator #1	\$41.92	\$4.19	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$50.31
Equipment Operator #2	\$37.67	\$3.77	\$1.45	\$1.51	\$0.75	\$0.02	\$0.06	\$0.07	\$0.08	\$45.38
Equipment Operator #3	\$31.44	\$3.14	\$1.45	\$1.26	\$0.63	\$0.02	\$0.06	\$0.07	\$0.08	\$38.15
Gas Fitter	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Heavy Equipment Technician	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Instrumentation Technician	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Iron Worker	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Labourer - Entry Level	\$22.17	\$2.22	\$1.45	\$0.89	\$0.44	\$0.02	\$0.06	\$0.07	\$0.08	\$27.40
Labourer - Intermediate	\$24.76	\$2.48	\$1.45	\$0.99	\$0.50	\$0.02	\$0.06	\$0.07	\$0.08	\$30.41
Labourer - Construction Craft	\$27.84	\$2.78	\$1.45	\$1.11	\$0.56	\$0.02	\$0.06	\$0.07	\$0.08	\$33.97
Parts / Materials Technician (Warehouse Person)	\$41.92	\$4.19	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$50.31
Millwright	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Non-Ticketed Carpenter	\$37.73	\$3.77	\$1.45	\$1.51	\$0.75	\$0.02	\$0.06	\$0.07	\$0.08	\$45.44
Pipefitter/Plumber	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Scaffolder	\$41.92	\$4.19	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$50.31
Steamfitter	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96
Welder	\$41.92	\$4.19	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$50.31
Welder - B Pressure	\$44.21	\$4.42	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$52.96

Journey Person DSP Classification	Base Rate	Vac Stat	H & W	RSP 4%	Pension 2%	EF \$0.02	AF \$0.06	TTF \$0.07	ES \$0.08	Total
Welder	\$53.11	N/A	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$57.31
Welder w/Rig	\$94.97	N/A	\$1.45	\$1.68	\$0.84	\$0.02	\$0.06	\$0.07	\$0.08	\$99.17
Welder "B" Pressure w/Rig	\$97.87	N/A	\$1.45	\$1.77	\$0.88	\$0.02	\$0.06	\$0.07	\$0.08	\$102.20



Dezota Construction Inc. Schedule "B" - Wood Buffalo Classification and Hourly Wages As of November 1, 2013											
Apprenticeship Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total	
			H&W \$1.45	RSP 4%	Pension 2%	EF \$0.02	AF \$0.06	TTF \$0.07	ES \$0.08		
<b>Boom Truck</b>											
1st year (70%)	\$29.34	\$2.93	\$1.45	\$1.17	\$0.59	\$0.02	\$0.06	\$0.07	\$0.08	\$35.71	
<b>Electrician, Pipefitter, Plumber, Steamfitter, Iron Worker, Instrumentation Technician, Heavy Equipment Technician, Millwright</b>											
1st year (60%)	\$26.53	\$2.65	\$1.45	\$1.06	\$0.53	\$0.02	\$0.06	\$0.07	\$0.08	\$32.45	
2nd year (70%)	\$30.95	\$3.10	\$1.45	\$1.24	\$0.62	\$0.02	\$0.06	\$0.07	\$0.08	\$37.59	
3rd year (80%)	\$35.37	\$3.54	\$1.45	\$1.41	\$0.71	\$0.02	\$0.06	\$0.07	\$0.08	\$42.71	
4th year (90%)	\$39.79	\$3.98	\$1.45	\$1.59	\$0.80	\$0.02	\$0.06	\$0.07	\$0.08	\$47.84	
<b>Carpenter, Automotive Service Technician, Scaffolder, Cement Mason</b>											
1st year (60%)	\$25.15	\$2.52	\$1.45	\$1.01	\$0.50	\$0.02	\$0.06	\$0.07	\$0.08	\$30.86	
2nd year (70%)	\$29.34	\$2.93	\$1.45	\$1.17	\$0.59	\$0.02	\$0.06	\$0.07	\$0.08	\$35.71	
3rd year (80%)	\$33.54	\$3.35	\$1.45	\$1.34	\$0.67	\$0.02	\$0.06	\$0.07	\$0.08	\$40.58	
4th year (90%)	\$37.73	\$3.77	\$1.45	\$1.51	\$0.75	\$0.02	\$0.06	\$0.07	\$0.08	\$45.44	
<b>Tower Crane</b>											
1st year (70%)	\$30.95	\$3.10	\$1.45	\$1.24	\$0.62	\$0.02	\$0.06	\$0.07	\$0.08	\$37.59	
2nd year (85%)	\$37.58	\$3.76	\$1.45	\$1.50	\$0.75	\$0.02	\$0.06	\$0.07	\$0.08	\$45.27	
<b>Welder, Parts - Materials Technician (Warehouse Person), Scaffolder (CLAC-SIA Program)</b>											
1st year (70%)	\$29.34	\$2.93	\$1.45	\$1.17	\$0.59	\$0.02	\$0.06	\$0.07	\$0.08	\$35.71	
2nd year (80%)	\$33.54	\$3.35	\$1.45	\$1.34	\$0.67	\$0.02	\$0.06	\$0.07	\$0.08	\$40.58	
3rd year (90%)	\$37.73	\$3.77	\$1.45	\$1.51	\$0.75	\$0.02	\$0.06	\$0.07	\$0.08	\$45.44	
<b>Mobile Crane, Gas Fitter, Pipefitter, Plumber, Steamfitter, Iron Worker (Structural)</b>											
1st year (70%)	\$30.95	\$3.10	\$1.45	\$1.24	\$0.62	\$0.02	\$0.06	\$0.07	\$0.08	\$37.59	
2nd year (80%)	\$35.37	\$3.54	\$1.45	\$1.41	\$0.71	\$0.02	\$0.06	\$0.07	\$0.08	\$42.71	
3rd year (90%)	\$39.79	\$3.98	\$1.45	\$1.59	\$0.80	\$0.02	\$0.06	\$0.07	\$0.08	\$47.84	

**Schedule “A” and “B” Notes:**

1. The following Premiums will be added to the base wage rate and will affect RSP, Pension, Overtime and Vacation/Stat Pay.

Lead hand	110%
Foreman	115%
General Foreman	120%
Steward	\$0.50 p/hr
Steward w/ Tool Box 1	\$0.75 p/hr
Steward w/ Tool Box 2	\$1.00 p/hr
Steward w/ Tool Box 3	\$1.25 p/hr
Chief Steward w/ Tool Box 1	\$1.50 p/hr
Chief Steward w/ Tool Box 2	\$1.75 p/hr
Chief Steward w/ Tool Box 3	\$2.00 p/hr
Crane Operator	\$0.20/10 Ton >65 Ton

2. DSP Provisions:

The provisions of Articles 9.02, 9.03, 9.05, 11 and 12 do not apply to employees paid the DSP rate. The rate specified for DSPs includes overtime, vacation and General Holiday pay.

The DSP base wage rate is to be negotiated between the Employer and Union at a pre-job conference as per Article 26.

All DSPs are required to remit to the Union, such dues as prescribed by the Union.

The Employer is authorized to and will deduct such dues and remittances from the DSP's invoices and remit them to the Union on their behalf as per Articles 7.01, 16, 17, 18, and 25.

### 3. RSP and Pension Amounts

- a) Apprentices:
  - RSP and Pension amounts will be based on Apprenticeship Base Wage Rate including applicable premiums;
  - (No compounding on overtime)
- b) Journeyman and Journeyman DSP's:
  - RSP and Pension amounts will be based on the Journeyman Base Wage Rate including applicable premiums.
  - (No compounding for overtime)

### 4. Shift Work

Prior to the Employer introducing scheduled shifts that are predominantly outside the normal daytime shifts, the parties will first meet and discuss the impact of the new shifts to negotiate any applicable premiums.

**SCHEDULE “C”  
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).

- \$100,000 life insurance per employee under the age of 65;  
\$50,000 per employee from the ages of 65 to 74;
- \$100,000 A.D. & D. per employee under the age of 65;  
\$50,000 per employee from the ages of 65 to 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
  - 21 and over: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;

- Weekly Indemnity insurance (until age 75) with sixty percent (60%) weekly basic earnings to a maximum of six hundred dollars (\$600.00) per week. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident or hospitalization, and the fourteenth (14<sup>th</sup>) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of two thousand six hundred dollars (\$2,600.00) per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- LifeWorks EFAP (Employee and Family Assistance Program)

<b>BENEFITS INFORMATION</b>	
<b>CLAC WESTERN BENEFIT OFFICE</b> <a href="http://www.clac.ca">www.clac.ca</a>	<b>1-888-600-2522</b>
<b>CLAC RETIREMENT OFFICE</b> (RRSP/Pension) <a href="mailto:retirementmembercare@clac.ca">retirementmembercare@clac.ca</a>	<b>1-800-210-0200</b>
<b>SUN LIFE</b> <a href="http://www.sunlife.ca/member">www.sunlife.ca/member</a>	<b>1-800-661-7334</b>
<b>LIFEWORKS</b> <a href="http://www.lifeworks.com">www.lifeworks.com</a>	<b>1-866-714-3129</b>

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

**CLAC Offices:**

**Calgary:**

2333 - 18 Ave. NE, Unit #232  
Calgary, AB T2E 8T6  
Telephone: 403-686-0288  
Toll Free: 866-686-0288  
Facsimile: 403-686-0357  
calgary@clac.ca  
www.clac.ca

**Edmonton:**

14920 - 118 Ave.  
Edmonton, AB T5V 1B8  
Telephone: 780-454-6181  
Toll Free: 877-863-5154  
Facsimile: 780-451-3976  
edmonton@clac.ca  
www.clac.ca

**Fort McMurray:**

400 Taiga Nova Crescent, Unit #1  
Fort McMurray, AB T9K 0T4  
Telephone: 780-792-5292  
Toll Free: 877-792-5292  
Facsimile: 780-791-9711  
fortmcmurray@clac.ca  
www.clac.ca