



COLLECTIVE AGREEMENT

Between

MCL Power Inc.

Construction/Maintenance/Non-Construction-Alberta

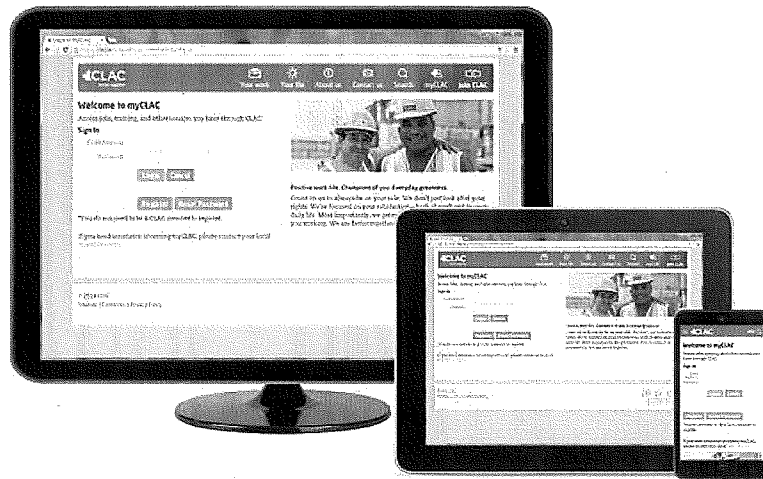
And

**Construction Workers Union,
CLAC Local 63**

DURATION: December 1, 2015 – May 31, 2018

14691 (02)

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Between

MCL Power Inc.

(hereinafter referred to as "the Employer")

and

Construction Workers Union, CLAC Local 63

(hereinafter referred to as "the Union")

December 1, 2015 – May 31, 2018

Table of Contents

ARTICLE 1 - PURPOSE	2
ARTICLE 2 - RECOGNITION	4
ARTICLE 3 – MANAGEMENT’S RIGHTS	5
ARTICLE 4 - UNION REPRESENTATION	6
ARTICLE 5 - STRIKES AND LOCKOUTS	10
ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP	10
ARTICLE 7 – UNION DUES	11
ARTICLE 8 - WAGES AND RATES OF PAY	12
ARTICLE 9 - HOURS OF WORK AND OVERTIME	14
ARTICLE 10 - REST PERIODS	17
ARTICLE 11 - VACATION AND VACATION PAY	17
ARTICLE 12 – GENERAL HOLIDAYS AND HOLIDAY PAY	18
ARTICLE 13 - LAYOFF PROCEDURE	19
ARTICLE 14 – UNION-MANAGEMENT COMMITTEE	19
ARTICLE 15 – HEALTH AND SAFETY	20
ARTICLE 16 - TRANSPORTATION, TRAVEL AND ACCOMMODATION	22
ARTICLE 17 - HEALTH AND WELFARE PLAN	26
ARTICLE 18 - PENSION	27
ARTICLE 19 - TOOLS	30
ARTICLE 20 - PROTECTIVE EQUIPMENT	30
ARTICLE 21 - EDUCATION AND TRAINING FUNDS	32
ARTICLE 22 - LEAVES OF ABSENCE AND BEREAVEMENT PAY	33
ARTICLE 23 - GRIEVANCE PROCEDURE	34
ARTICLE 24 - ARBITRATION	38
ARTICLE 25- WARNING, SUSPENSION, DISCHARGE	40
ARTICLE 26 - DUES AND TRUST FUND PAYMENTS	42
ARTICLE 27 - GENDER CLAUSE	44
ARTICLE 28 – COLLECTIVE AGREEMENT AMENDMENTS	44
ARTICLE 29 - DURATION	46
Classifications and Hourly Wages	48
APPENDIX “A”	49
LETTER OF UNDERSTANDING	50

CONSTRUCTION/ MAINTENANCE
/NON-CONSTRUCTION
ALBERTA

COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the Employer, the Union and the employees, as 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, travel allowances, referral provisions, and benefits as set forth in this Agreement;
- c) To establish a system for the promotion, discipline, transfer, layoff and recall of employees;
- d) To establish a just and prompt procedure for the disposition of grievances; and
- e) Through the full and fair administration of all the provisions contained in this Agreement, to achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.

- 1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour/management relations:
- a) The industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of management;
 - b) The economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment and in the adequate development of the employees, research, production and marketing; and
 - c) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 1.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges.
- 1.04 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, in bad faith, or that violates applicable human rights legislation.
- 1.05 Should any part of this Agreement be declared invalid the remainder of this Agreement will continue in full force and effect.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees working in Construction/Non-Construction/Maintenance in the Province of Alberta, 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 when employed in Construction, Non-Construction and Maintenance as Journeyman Electricians, Welders, Instrumentation Technicians, Communication and Data Technicians, Plumbers and Pipefitters, their Apprentices and Foreman, save and except Supervisory, Managerial, 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 or subcontracting of any work normally done by any employees in the bargaining unit, except by the mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.

ARTICLE 3 – MANAGEMENT’S RIGHTS

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

- a) To maintain order, discipline and efficiency, to make, alter and amend rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause;
- b) To select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit; and
- c) To operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

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

3.03 The Employer may 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; or
- c) It cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.

3.04 The Employer will discuss with the Union 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.

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 employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer this Agreement.

In general, the number of Stewards will be determined as follows:

- i) When there are thirty (30) or less employees – one (1) Steward;
 - ii) For every additional thirty (30) employees – one (1) additional Steward;
 - iii) An additional steward may be appointed for each job site that has fifteen (15) employees or more.
 - iv) The Employer and the Union will mutually agree if additional adjustments to the number of stewards is required.
- b) i) Stewards will receive the hourly premium as set out in Schedule “A”. The Union will advise the Employer, in writing, of the name(s) of the duly appointed Steward(s).
- ii) 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.
- iii) When layoffs are necessary, the Employer will ensure that a Steward will remain on site as long as possible.
- c) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and 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 Supervisor. Such permission will not be unreasonably withheld. The Employer will pay Stewards for time spent attending such duties during their working hours.

- d) 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.

4.02 Representatives

- a) Duly appointed representatives of the Union ("Representatives") are Representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:

- i) The Representatives will identify themselves to the appropriate management personal upon arriving at a job site;
- ii) The Representatives will not interfere with the progress of work.

4.03 The Employer

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.

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

4.05 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. 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 on negotiating this Agreement with the employer, whenever this takes place during the regular working hours of the employees concerned.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 During the term of this Agreement, the Union will not permit or encourage any cessation of work, strike, slowdown or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its employees recognized in this Agreement.
- 5.02 During the term of this Agreement, 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.

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.
- 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.
- 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.
- 6.05 Probationary employees are covered by the Agreement excepting those provisions which specifically exclude such employees.
- 6.06 Employees rehired within twelve (12) months of layoff will not re-serve a new probation 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 (10th) 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 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.

7.03 The Employer will provide the Union with all necessary information regarding insurance and benefit plans, social insurance numbers, job classification changes and terminations. The name, address, date of hire, and classification of all employees will be provided to the Union once monthly.

7.04 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.

ARTICLE 8 - WAGES AND RATES OF PAY

8.01 Wage schedules applicable to various classifications and work descriptions are as set forth in Schedule "A", as appropriate to the work. These rates will be subject to annual review prior to June 1, 2016 and June 1, 2017. These wage reviews will take into consideration the most recent Alberta Consumer Price Indices available for the previous applicable period of time, as well as the prevailing wage rates being offered by competitors in the industry. Any disputes over wage rates may be referred to binding arbitration for settlement, as per Article 24.

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 negotiation between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon the wage rates for new classifications, either party may apply directly for arbitration under Article 24.

8.03 Starting Work

The Employer agrees to pay four (4) hours of wages in the event that an employee reports for work in the usual manner and is prevented from starting or continuing work due to any cause not within their control.

8.04 Call-Back

Call-out work after regular working hours will be paid from the time the employee leaves home until they return home at a rate of one and one-half (1.5) times the regular hourly rate, for a minimum of two (2) hours per call-out, unless the call-out is due to negligence of the employee.

8.05 Site Transfers

Wherever possible the Employer agrees to give an employee, who is to be transferred to an alternate site, at least two (2) hours of advanced notice in order to finish their daily duties, to gather tools and personal items. The Employer agrees that notice will only be given during regular working hours unless deemed an emergency. Employees will still be expected to complete their daily duties during this time.

Site Transfers – Out of Town – Wherever possible, the Employer will give employees two (2) days' notice of transfer to or from an out of town site.

8.06 On Call Premium

On Call employees will receive 4 hours pay per week for being On Call. On Call is based on seven (7) day rotation and one employee.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

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

- 9.02 a) Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) regular straight time hours per day and forty (40) regular straight time hours per week.
- b) Employees may work an additional four (4) hours in their work week at their regular straight time hourly rate, upon agreement by the Employer.
- c) Overtime will be paid when an employee works on any regularly scheduled day off.
- d) Employees who work in excess of sixty (60) hours in a normal work week will bank all hours beyond sixty (60) hours at the rate of two (2) times the employees' straight time hourly rate. Employees will receive these banked hours in the form of paid time off within thirty

(30) days of the following criteria, whichever comes first:

- i) Upon transfer to another project;
- ii) Project completion; or
- iii) Before a layoff or termination

or at an alternate time with mutual agreement of the parties.

9.03 All hours worked on Saturday and Sunday will be paid at one and one-half (1.5) times the employee's straight time hourly rate, unless the employee has not completed their forty (40) regular straight time hours in the work week. If an employee was absent due to an Employer-authorized leave, such as usage of bereavement leave or employer paid training, overtime of one and one-half (1.5) times the employee's straight time hourly rate will be paid. On projects where an amended work week is in place this provision may be waived, subject to the pre-job meeting as outlined in Article 28.

9.04 Shift Premiums

Shift work will be paid in accordance with the following:

- a) A shift that contains the majority of its hours between the hours of 15:00 and midnight will be paid at the rate of 110% of the regular rate, and will form the employee's straight-time hourly rate for that shift.
- b) A shift that contains the majority of its hours between the hours of 11:00 p.m. and 6:00 a.m. will be paid at

the rate of 120% of the regular rate, and will form the employee's straight-time hourly rate for that shift.

No employee will work more than one (1) shift in a twenty-four (24) hour period under the conditions of this Article.

- 9.05 When a statutory holiday, as outlined in Article 12.01, occurs during the week, overtime will be paid after thirty-two (32) regular hours when working on a regular work week schedule, and after thirty (30) regular hours when working a compressed work week of four (4) days of ten (10) hours per day.
- 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 contracts. Such amendments will be noted on the pre-job conference report, subject to Article 28.
- 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 that stipulated in Article 8.03.
- 9.08 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 - REST PERIODS

10.01 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 (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 ten (10) hours).
- d) Employees who work beyond ten (10) hours in a day will be provided with an additional one half (1/2) hour meal period paid at their wage rate.

10.02 The Employer will ensure that all job sites have proper, heated lunch facilities. Sufficient tables, chairs, and other necessary items will be provided by the Employer as required.

ARTICLE 11 - VACATION AND VACATION PAY

11.01 All employees will be entitled to receive an amount equal to six percent (6%) of their base rate for all hours worked as vacation pay. Regular earnings will include all travel time.

- 11.02 Vacation Pay will be paid to employees on each paycheque and upon termination of employment.
- 11.03 The Employer will consider vacations at the times requested considering business requirements.
- 11.04 Employees are entitled to request up to three (3) weeks of vacation per year as per the Employer's Vacation Policy. Additional time off may be requested as per Article 22.01 (g).

ARTICLE 12 – GENERAL HOLIDAYS AND HOLIDAY PAY

- 12.01 Employees will be entitled to receive an amount equal to four percent (4%) of their base 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, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, or any further days proclaimed by the Federal or Provincial Government.
- 12.02 Holiday pay will be paid to employees on each paycheque and upon termination of employment.
- 12.03 Employees required to work on one of the above holidays will receive daily overtime pay as outlined in Article 9.02 for all hours worked on the holiday, in addition to the holiday pay outlined in Article 12.01. Where an amended or compressed workweek is in place on a certain site, a given holiday may be exchanged for a different day off by mutual agreement between the Employer and the Union in which instance the regular rate of pay will apply for the day

worked. Client, supervisory and apprenticeship standards must be taken into consideration.

ARTICLE 13 - LAYOFF PROCEDURE

- 13.01 The Employer agrees to notify the Union office on a monthly basis with the remittances to the Union, as specified in Article 7.01, of the names of employees who have been hired, laid off, terminated, or recalled, along with the employee's classification and latest available contact information,
- 13.02 When an employee is laid off, except when caused by equipment failure, shortage of material, or other reasons beyond the control of the Employer, such layoff will occur at the end of the work day. Employees being laid off will be given reasonable time for the purposes of clean-up prior to the end of the workday: one (1) hour when working in Edmonton or Calgary and two (2) hours when working "out of town".

ARTICLE 14 – UNION-MANAGEMENT COMMITTEE

- 14.01 a) In order to further the aims of the enterprise on each job site, the parties agree to schedule Union/Management meetings on a regular basis (not less than one every six months) or as required during the life of this Agreement. The meetings 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) Safety measures;
 - ii) Matters that affect the working conditions of employees.
 - iii) Training and promotion;
 - iv) Hiring policies; and
 - v) Corrective and disciplinary action.
- b) The Employer and the Union will each appoint representative(s) to the Union/Management Committee. The minutes will record the business of each meeting, a copy of which will be forwarded to the designated Union Representative.
- 14.02 A committee member, attending the Union/Management meetings during regular working hours, will be entitled to their regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty dollars (\$20.00) to a committee member for each meeting attended.

ARTICLE 15 – HEALTH AND SAFETY

- 15.01 The Employer and Union commit to working together to achieve a safe workplace that complies with the current Occupational Health and Safety Code, as well as other applicable legislation.
- a) The Employer agrees to make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.

- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
 - c) It is the intent of the parties to achieve working conditions that are not unsafe or unhealthy taking into consideration the minimum hazards inherent to the operation of the process in question.
- 15.02 Where necessary, the Employer and the Union agree to discuss matters concerning the correction of unsafe conditions and practices following a serious accident or incident which could have resulted in a serious accident.
- 15.03 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. The employee is required to inform the Employer of the injury before the end of their shift.
- 15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided by the Employer. For jobs beyond the 90km radius, should an employee require hospitalization for a period of more than one (1) week the Employer will cover the non-insured costs to an available facility near the employee's primary residence.
- 15.05 Modified Duty Work Programs
- a) If an employee is injured on the job and requires medical attention, the employee will be referred to the

Employer's Modified Work Program and will inform the attending Physician of the same.

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

15.06 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 Employer will develop and enforce a Drug and Alcohol Policy and ensure it complies with current legislation. The COAA model will be used until such time as a drug and alcohol policy is in place.

ARTICLE 16 - TRANSPORTATION, TRAVEL AND ACCOMMODATION

16.01 It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances, as established in these articles, are to provide a fair means of compensating employees for additional travel and accommodation expenses that they incur while working on job sites beyond a reasonable distance from their residence.

16.02 Travel & Accommodation Zones

Each jobsite will be designated to fall within one (1) of three (3) zones, according to radius circles from the centre of the City of Edmonton, as defined below:

- a) Jobsites within a 50 km radius of City Centre (Travel and Accommodation Free Zone);
- b) Jobsites between a 50 km and 90 km radius of City Centre (Daily Travel Zone);
- c) Jobsites outside of a 90 km radius (Out-of-Town Zone).

16.03 Category A: Travel and Accommodation Free Zone

For projects within this zone, daily travel or accommodation allowance will not be paid.

16.04 Category B: Daily Travel Zone

For travel to jobsites within this zone, daily travel will be paid if the Employer does not provide transportation. Daily travel allowance will be paid at a rate of fifty cents (\$0.50) per kilometre. Applicable distance will be calculated based on the shortest distance traveled by road, from either the employee's home, or the Employer's shop, whichever is closer to the jobsite, minus 50 km each way. For projects within this zone, no accommodation allowance is required.

16.05 Category C: Out-of-Town Zone

For projects within this zone, or for projects which require special travel considerations, the Employer and the Union will mutually establish level of compensation for travel and accommodations, for the duration of the project in accordance with Article 28.02 at a pre-job conference. The Employer may employ Local Hires to a project (with permanent residence within 50 km of jobsite by shortest distance by road) for which accommodation and initial / terminal travel allowances do not apply.

Travel and accommodation allowances shall follow the following guidelines:

- a) Accommodation allowance will be appropriate to the project and either be calculated to cover the cost of reasonable lodging and meals (minimum of \$120.00/day and based on double-occupancy) or provide reasonable lodging at the Employer's expense. Allowances will be paid based on days worked, and are not required for any day on which an employee does not work of their own accord for reasons other than sickness or accident. When an employee is absent, they shall furnish the Foreman on the job with reasonable evidence of acceptable absence, or they shall forfeit the allowances. When only sleeping accommodations are provided, employees shall receive a reasonable meal allowance, as determined at the pre-job conference as per Article 28.02. Accommodation costs for supervisory personnel will be based on single-occupancy when there is a crew size of five (5) or more employees.

- b) Initial and terminal travel will be paid to the jobsite from the Employer's shop or the employee's permanent residence, whichever is closer to the jobsite, unless the Employer provides transportation at no cost to the employee. If an employee quits or is terminated for cause, return transportation costs will not be reimbursed by the Employer. Turnaround travel allowance will be subject to the pre-job conference, as per Article 28.02. Employees will be entitled to a paid trip home at least once every four (4) weeks.
- c) If daily travel is required by local hires, or when temporary residence is not located near the jobsite, applicable distance for daily travel allowance will be calculated as per Article 16.04.

16.06 Paid Travel Time

- a) On all projects regardless of Zone, where an employee transports an Employer's vehicle to the job, such employee will be paid their regular rate of pay for actual time traveled. Such employees will not receive duplicating travel allowance.
- b) On projects in Zone B or C, where an employee's classification requires the use of their own vehicle in the performance of their duties, such employee will be paid their regular rate of pay for actual (reasonable) time traveled each way, in addition to any applicable travel allowance.
- c) On all jobs which require a transfer from one jobsite to another during the work-day, such employee will be paid their stipulated hourly rate of pay

16.07 Use of Personal Vehicles

If an employee is required to use their own vehicle for transportation between more than one (1) different job per day during working hours, they will be paid fifty cents (\$0.50) per kilometre in addition to any applicable paid travel time. Employees shall not be required to use their personal vehicles to transport materials from the Employer's office/shop to job sites.

16.08 Parking

Where reasonably-accessible free parking is not available, the Employer will make provisions to provide and pay for at least one (1) parking stall for every three (3) bargaining unit employees.

Alternatively, employees may opt out of carpooling and receive a minimum of five (5) dollars per day from the Employer for parking costs. For each site where parking issues may arise both the Employer and the Union will appoint a Parking Coordinator to ensure the agreed to ratios are being met.

Should emergency situations arise that leave carpooling employees without a ride from site, the Employer will provide or pay reasonable costs to transport affected employees.

ARTICLE 17 - HEALTH AND WELFARE PLAN

17.01 In order to protect the employees and their families from the financial hazards of illness, the Employer and Union agree to continue enrolment in the Merit Benefit Plan.

ARTICLE 18 - PENSION

- 18.01 The CLAC Pension Plan (“the Plan”), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement.
- 18.02 The Employer agrees to contribute the pension amount set out in Schedules “A” to the CLAC Pension Plan (the Pension Plan), governed by the CLAC Pension Plan Board of Trustees, for each employee. Each employee shall also contribute a matching amount to the Pension Plan for each hour worked, via payroll deduction.
- 18.03 Any employee who completes the Pension Plan Opt Out form on file with the Employer may opt out of the matching portion of Pension Plan participation, however, by doing so they will also forego the Employer’s matching contribution. If applicable, any mandatory contributions (employer or employee) that are required will continue to be made to the Pension Plan. Employees who opt out may be required to wait up to one year before the Employer can be required to reactivate matching contributions and deductions. The Employer, in consultation with the Union, will establish dates on which Employees who have opted out of the program may reapply. These dates will be defined in the Opt Out Form.
- 18.04 New employees will join the Plan immediately upon hire.
- 18.05 The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, additional voluntary employee pension

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

- 18.06 The Employer's contributions to the Plan will be non-refundable to the employer once received by the applicable CLAC Remittance Team and will vest immediately in the employee on whose behalf the deposit was made.
- 18.07 The total amount of pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the employer shall not be liable for any tax consequence imposed on the employee.
- 18.08 The employer has an obligation to continue pension contributions during a period of injury insured under applicable provincial workplace safety insurance legislation, to the extent required by such legislation.
- 18.09 The Employer will remit pension contributions to the applicable CLAC Remittance Team as outlined in Schedule "A". Employer, employee and voluntary contributions will be recorded separately on the remittance.

- 18.10 In the event that a remittance has not been received by the Union by the date set out in Article 26, 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.
- 18.11 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 18.02 will be paid to that employee on each paycheque. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.
- 18.12 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- 18.13 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff 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.
- 18.14 The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

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 Compensation for an employee's tools stolen from the Employer's premises (including job sites) or vehicle will be resolved by mutual agreement between the parties, provided the employee used the tool storage lockup. Employees will be covered for all tools on the basic tool list.
- 19.04 For a basic tool list, refer to Appendix "A". This tool list does not form part of this Agreement and is for information purposes only.

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 The employees will wear CSA approved safety hats and other protective equipment or clothing if required, in their duties, purchased at the expense of the Employer.
- 20.02 All employees will wear CSA approved safety boots supplied by the employees.
- 20.03 All protective equipment will remain the property of the Employer. All safety equipment lost by an employee will be replaced by the employee.

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 apparatus's 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 furnished items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

20.04 Prescription Safety Eyewear

The Employer agrees to reimburse an employee for the costs of prescription safety eyewear up to a maximum of one-hundred and fifty dollars (\$150.00), according to the following criteria:

The employee must have completed their probation period as per Article 6.04 for the first reimbursement. The employee must be currently employed with the company at time of submitting the reimbursement claim. For any subsequent reimbursement, the employee must have worked an additional 2000 hours from the last time reimbursed.

20.05 Winter Clothing Allowance

At the discretion of the Employer and for employees normally work outside from November 1 – March 31 will receive the following:

Reimbursement of fifty percent (50%) of the cost of approved winter work wear (including winter safety boots) up to two hundred dollars (\$200.00).

The employee may purchase the clothing during their probation period as per Article 6.04; however the employee must have completed their probation period for the first reimbursement. The employee must be currently employed with the company at time of submitting the reimbursement claim. For any subsequent reimbursement, the employee must have worked an additional 4000 hours from the last time reimbursed.

ARTICLE 21 - EDUCATION AND TRAINING FUNDS

21.01 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.

21.02 Apprenticeship Fund

The Employer agrees to contribute an amount as set out in Schedules "A" per hour to the Apprenticeship Training Fund for all hours worked by all employees. The use of these funds will be governed by the policies of the Training Trust Fund and its trustees.

21.03 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.

21.04 Where the Employer requires a specific individual to take a course or training, the training course fees as well as training time at the employee's straight-time hourly rate will be paid.

After two (2) years of service, the Employer will pay the cost of the courses for Fall Arrest, Lift Training and Confined Space qualification tickets for employees who desire such training. Such training will be done on the Employees own time.

ARTICLE 22 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

22.01 The Employer will 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 activity, other than the establishment of this Agreement;
- e) Death of a family member not outlined in Article 22.03;
- f) Job-related training; or

g) Other personal reasons as approved by the Employer, where reasonable.

22.02 Immediate family in this Article will include parents, parents-in-law, spouse, children, brothers and sisters of the employee.

22.03 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 (-in law), sister (in-law), grandparents or grandchildren. Further time off without pay may be granted by mutual agreement between the employee and the Employer.

In order to process this payment, the Employer may request reasonable proof of funeral and/or relationship (i.e. obituary notice, funeral home information, etc).

22.04 The Employees will be granted a three (3) day leave of absence with pay for the birth or adoption of their child.

22.05 Following a leave of absence, employees who fail to report for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit and will not receive the pay as outlined in Article 22.03.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 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.

- 23.02 a) "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.
- 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) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.
- i) A "Policy Grievance" will be signed by a Steward or a Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- d) Any grievance referred to above will identify:
- i) The facts giving rise to the grievance;
- ii) The section or sections of this Agreement claimed to be violated;
- iii) The relief requested; and
- iv) Where practical will be signed by the employee or employees involved unless it is a Policy Grievance.

- 23.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean “work days”. A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. From the date of that unilateral declaration the time limits will come into effect at the last step filed by either party. The parties may agree in writing to extend the time limits at any time.
- 23.04 a) The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- b) If the Employer does consider or process a grievance which has been presented late, the Employer will be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.
- 23.05 No employee will have a grievance until where reasonably possible, the employee has discussed the complaint with their immediate Supervisor. If the employee’s 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 23.04 above, be reduced to writing and will be presented to the designated Employer representative by a Steward or a Representative. The designated Employer representative will notify the 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 in Step 1, a Representative will within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer representative. A meeting will be held between the Steward or 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) work days of the presentation of the written grievance by one party to the other party's designated 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.

23.06 Union Policy Grievance or Employer Grievance

- a) A Union policy grievance or an Employer grievance must be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written grievance and will take place within the framework of Step 3 of Article 23.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.
- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement will be followed.

ARTICLE 24 - ARBITRATION

24.01 If a notice of desire to arbitrate is served, the two parties will 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 Minister of Employment, Immigration and

Industry (mediation services) to appoint an impartial Chairperson.

- 24.02 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the grievance.
- 24.03 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.
- 24.04 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally, by fax, by email or by registered mail. If served by registered mail, the date of mailing will be deemed to be the date of service.
- 24.05 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 24.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the grievance and their decision will be final and binding upon both parties.
- 24.06 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 23 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 24.07 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 which is just and equitable in the opinion of the Arbitration Board.

- 24.08 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 will not apply to the discharge of a probationary employee.
- 24.09 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.
- 24.10 The Arbitration Board 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 23.05 hereof.
- 24.11 If the parties mutually agree, they may substitute a single Arbitrator in the place of the Arbitration Board.

ARTICLE 25- WARNING, SUSPENSION, DISCHARGE

25.01 Progressive Discipline

Progressive discipline is a process for dealing with job-related behaviour that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the

employee to understand that a performance issue or opportunity for improvement exists. The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations. Progressive discipline is most successful when it assists an individual to become an effectively performing member of the organization.

The Employer will ensure that a 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. The goal of progressive discipline is to improve employee performance.

- 25.02 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.
- 25.03 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:
- i) The refusal by an employee to abide by Safety Regulations;
 - ii) The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
 - iii) The refusal by the employee to abide by the requirements of the Employer's clients; or

- iv) The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

25.04 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.

25.05 A Steward or Representative may be present for all disciplinary meetings and at the request of the employee. The Employer will inform the employee of this option prior to the meeting. If the discipline may result in suspension or termination, a Steward must be present for the disciplinary meeting.

25.06 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 26 - DUES AND TRUST FUND PAYMENTS

26.01 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 17, 18 and 21 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.

- 26.02 Contributions will be made to the Union Provincial Remittance Processing Centre pursuant to Articles 7 and 21, each month, by the tenth (10th) 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.
- 26.03 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.
- 26.04 Further to Article 26.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 26.05 If the Employer satisfies all its obligations under Articles 26.02, 26.03 and 26.04, relating to Articles 7 and 21, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, Administration dues and or Permit dues, the Health and Welfare plan and the RSP and/or Pension plans and the Education and Training funds, excluding any costs the Employer incurs defending such claims.
- 26.06 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 17, 18 and 21, 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 Account, 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 27 - GENDER CLAUSE

27.01 Where a reference to a specific gender is used in this Agreement, it will be considered to include both genders equally, where applicable.

ARTICLE 28 – COLLECTIVE AGREEMENT AMENDMENTS

28.01 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 to enable the Employer to compete with non-union competition and/or with other specific union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

28.02 Pre-Job Conference

- a) It is agreed that prior to the start of industrial construction projects or projects requiring special consideration, the Employer will notify the Union that a project has been awarded. Prior to the start of the specific project, a pre-job conference will be held to determine all site-specific issues as outlined in the Agreement. Any irresolvable issues may be referred to binding arbitration for settlement, as per Article 24.

- b) It is required for the Employer and the Union to meet in a pre-job conference to jointly determine project specific amendments to this Agreement for any project that:
 - i) the Employer and the Union determine that, due to regional or industrial influences, Schedule "A" does not apply.
 - ii) has Client Contract requirements not covered by this Agreement.
 - iii) is planned to have shifts that incorporate:
Saturday or Sunday as a workday.
compressed work week or night shift.
 - iv) is in excess of 150km from the Employers base of operations.
 - v) is in an area of limited accommodations or seasonal fluctuation.
 - vi) the Employer intends supplying transportation or accommodation or both.
 - vii) has peculiar geographic circumstances affecting travel.

A copy of the pre-job conference report will be made available to the parties and each affected employee by posting at the jobsite.

ARTICLE 29 - DURATION

- 29.01 This Agreement will be effective on the first (1st) day of December, two thousand and fifteen (2015) until the thirty first (31st) day of May, two thousand and eighteen (2018) and for further periods of one year, unless notice will be given by either party, of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period of 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.
- 29.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement. Until a new agreement has been concluded, all provisions in this Collective Agreement will remain in full force and effect.

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

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

DATED at Edmonton, Alberta, this 4 day of December, 2015.

Signed on behalf of
MCL POWER INC.

Signed on behalf of
**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 63**

Per: 
Authorized Representative

Per: 
Authorized Representative

Per: 
Authorized Representative

Per: 
Authorized Representative

Classifications and Hourly Wages

Schedule "A"							
Commercial Wage Rate							
As of December 1, 2015							
Classification	Base Wage	Vac/Stat 10%	Pension 1% (Matching)	H&W*	EF/AF**	TGOF	Total
General Foreman 4 (152%)⁺	\$64.00	\$6.40	\$0.64	\$1.12	\$0.08	\$0.07	\$72.31
General Foreman 3 (140%)⁺	\$59.00	\$5.90	\$0.59	\$1.12	\$0.08	\$0.07	\$66.76
General Foreman 2 (129%)⁺	\$54.00	\$5.40	\$0.54	\$1.12	\$0.08	\$0.07	\$61.21
General Foreman 1 (119%)⁺	\$50.00	\$5.00	\$0.50	\$1.12	\$0.08	\$0.07	\$56.77
Foreman (114%)	\$47.88	\$4.79	\$0.48	\$1.12	\$0.08	\$0.07	\$54.42
Sub-Formeman (106%)	\$44.52	\$4.45	\$0.45	\$1.12	\$0.08	\$0.07	\$50.69
Electrician (100%)	\$42.00	\$4.20	\$0.42	\$1.12	\$0.08	\$0.07	\$47.89
Apprentice Electrician							
4th yr (80%)	\$33.60	\$3.36	\$0.34	\$1.12	\$0.08	\$0.07	\$38.57
3rd yr (70%)	\$29.40	\$2.94	\$0.29	\$1.12	\$0.08	\$0.07	\$33.90
2nd yr (60%)	\$25.20	\$2.52	\$0.25	\$1.12	\$0.08	\$0.07	\$29.24
1st yr (50%)	\$21.00	\$2.10	\$0.21	\$1.12	\$0.08	\$0.07	\$24.58
Steward Premium (based upon Journeyman wage rate)							
Toolbox III	\$43.00	\$4.30	\$0.43	\$1.12	\$0.08	\$0.07	\$49.00
Toolbox II	\$42.75	\$4.28	\$0.43	\$1.12	\$0.08	\$0.07	\$48.72
Toolbox I	\$42.50	\$4.25	\$0.43	\$1.12	\$0.08	\$0.07	\$48.45
* This is an approximation. Health and Welfare Premiums are subject to change.							
**Combined 21.01 (\$0.02) and 21.02 (\$0.06) Education & Apprenticeship Funds							
* Amounts rounded up or down to nearest even dollar or \$0.50. Level will be determined by size, schedule and complexity and is project specific.							
Apprentice Graduation increases – Increases will be retroactive to the date the requirements are met. This must be validated by presenting their updated (stamped) apprentice book within six (6) weeks of the issue date form AIT.							

- Subforeman: 106% - up to three (3) journeymen

- Foreman: 114% - four (4) to ten (10) journeymen

- General Foreman: 118% - above ten (10) journeymen

- Steward: \$0.50/hour (additional \$0.25/hour after completion of TB-2 and after TB-3 to maximum premium of \$1.00/hour)

APPENDIX “A”

Basic Tool List

(For Information Only)

Hammer
Hacksaw
Key Hole Saw
6” Level
25’ Metric Measuring Tape
Robertson Screwdrivers (3 sizes)
Blade screwdrivers (3 sizes)
Philip’s screwdrivers (3 sizes)
Centre Punch
8” Crescent Wrench
12” Waterpump Pliers
8” Linemen Pliers
Sidecutters
Needlenose Pliers
Knife
Rat Tail file
Allan Wrenches
Voltage Tester (600 Volt)
Stub multi tip Driver
Nut drivers #6, 8, and 10
Wire strippers
Tool pouch
Tin snips
Cordless drill

LETTER OF UNDERSTANDING

Between

CONSTRUCTION WORKERS UNION, CLAC LOCAL 63
(hereinafter referred to as “the Union”)

And

MCL POWER INC.
(hereinafter referred to as “the Employer”)

Re: Observance of Statutory Holidays

1. This Letter of Understanding is to be read in conjunction with the ratified Collective Agreement between the parties, dated December 1, 2015 to May 31, 2018.
2. In the event that the General Holidays of Canada Day and/or Remembrance Day fall on any day other than Friday, Saturday, Sunday, or Monday, the Employer and the Union may agree to observe the applicable recognized General Holiday noted in Article 12 of the Collective Agreement on an alternate day of the week. This agreement will allow employees to benefit from an extended weekend. The decision to move the observed General Holiday will be subject to the business requirements of the Employer for each applicable project site.
3. It is further understood that employees who have agreed to observe the General Holiday on an alternate day will be compensated at their regular rate of pay for hours worked on the official General Holiday.
4. Attached to this Letter of Understanding is a Temporary Site Specific General Holiday Observance Agreement for Employees to indicate the date they have chosen to observe the Canada Day and/or Remembrance Day General Holiday.

Signed at Edmonton, Alberta this 4 day of December, 2015

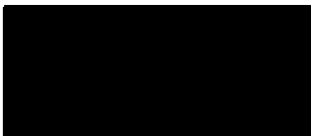
Signed on behalf of
MCL POWER INC.

Signed on behalf of
**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 63**

Per: 
Authorized Representative

Per: 
Authorized Representative

Per: 
Authorized Representative

Per: 
Authorized Representative

**Temporary Site Specific General Holiday Observance Agreement
 Between
 MCL Power Inc. and CLAC, Local 63**

On the chart below, please indicate which date you would like to observe the (enter Canada Day or Remembrance Day) General Holiday.

Employees who choose to observe (enter Canada Day or Remembrance Day) on (enter alternate date) agree to be compensated at their regular rate of pay for hours worked on (enter Canada Day or Remembrance Day). Employees who work both (enter alternate date) and (enter General Holiday date) will receive overtime for hours worked on (enter General Holiday date).

Employees who fail to choose one day or the other will have (enter General Holiday date) as their General Holiday.

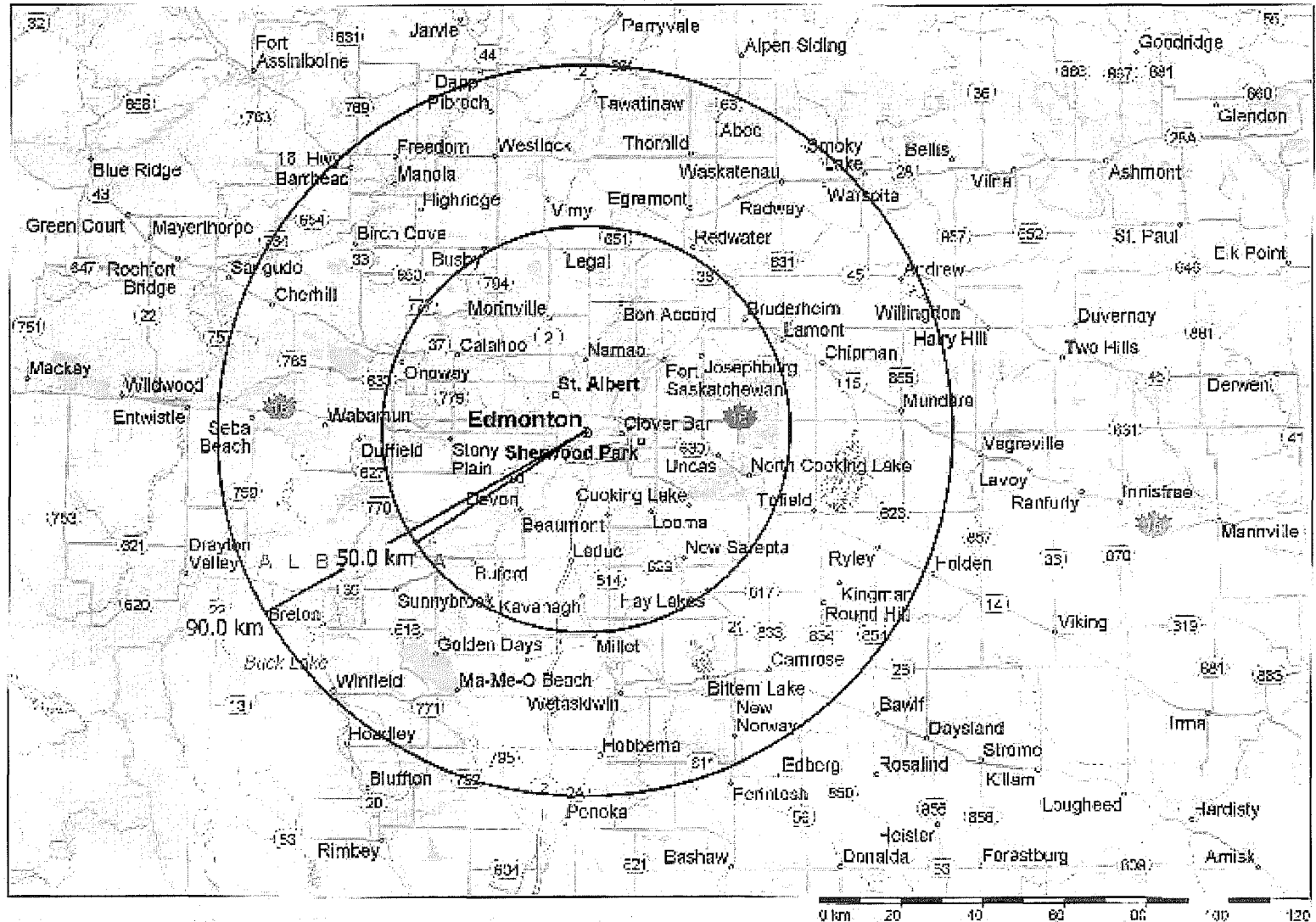
Site Location: _____

General Holiday: _____

*Please indicate below which date you would like to observe
 (enter Canada Day or Remembrance Day)*

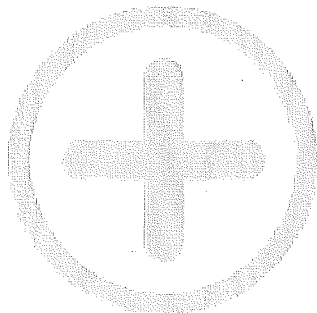
Employee Name	Employee Signature	(enter alternate date)	(enter Gen. Holiday date)

Edmonton, Alberta, Canada 50 & 90



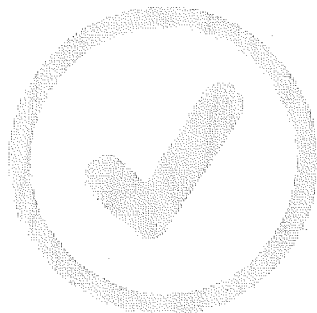
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WE'RE COMMITTED TO YOU



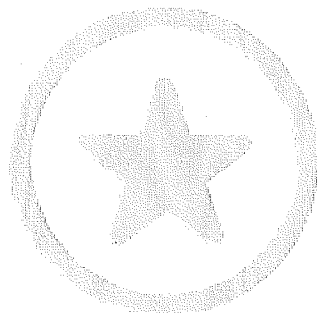
Positive Work-Life

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



Champions of You

We make your voice heard. We lead positive change. And through it all, we keep you working.



Everyday Greatness

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

MCL POWER INC.

100-16821 107 Ave NW
Edmonton, AB T5P 0Y8

Telephone: (780) 440-8775

Facsimile: (780) 462-4454

CLAC MEMBERCENTRE

14920 118 Ave
Edmonton AB T5V 1B8

T: 780-454-6181

TF: 877-863-5154

F: 780-451-3976

edmonton@clac.ca

CLAC MEMBERCENTRE

400 Taiga Nova Cres., Unit 1
Fort McMurray, AB T9K 0T4

T: 780-792-5292

TF: 877-792-5292

F: 780-791-9711

fortmcmurray@clac.ca

CLAC MEMBERCENTRE

3617 63 Ave NE
Calgary, AB T3J 5K1

T: 403-686-0288

TF: 866-686-0288

F: 403-686-0357

calgary@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC TRAINING

1-877-701-2522

CLAC BENEFITS

1-800-463-2522

CLAC JOBS

1-877-701-2522

SUPPLEMENTARY AGREEMENT

BETWEEN: **MCL Power Inc.**
Hereinafter referred to as “the Employer”

-AND-

CONSTRUCTION WORKERS UNION, (CLAC) LOCAL NO.63
Affiliated with the
Christian Labour Association of Canada
Hereinafter referred to as “the Union”

The parties to the Collective Agreement dated December 4, 2015 and in effect from December 1st, 2015 until May 31st, 2018 agree to amend the Collective Agreement and applicable Letters of Understanding, Supplementary Agreements as follows:

Schedule "A"							
Commercial Wage Rate							
As of October 1, 2016							
	Base Wage	Vac/Stat	Pension	H&W*	EF/AF**	TGOF	Total
<u>Classification</u>		10%	1% (Matching)				
General Foreman 4 (152%) +	\$59.50	\$5.95	\$0.60	\$1.12	\$0.08	\$0.07	\$67.32
General Foreman 3 (140%) +	\$54.50	\$5.45	\$0.55	\$1.12	\$0.08	\$0.07	\$61.77
General Foreman 2 (129%) +	\$50.50	\$5.05	\$0.51	\$1.12	\$0.08	\$0.07	\$57.33
General Foreman 1 (119%) +	\$46.50	\$4.65	\$0.47	\$1.12	\$0.08	\$0.07	\$52.89
Foreman (114%)	\$44.46	\$4.45	\$0.44	\$1.12	\$0.08	\$0.07	\$50.62
Sub-Formeman (106%)	\$41.34	\$4.13	\$0.41	\$1.12	\$0.08	\$0.07	\$47.16
Electrician (100%)	\$39.00	\$3.90	\$0.39	\$1.12	\$0.08	\$0.07	\$44.56
Apprentice Electrician							
4th yr (80%)	\$31.20	\$3.12	\$0.31	\$1.12	\$0.08	\$0.07	\$35.90
3rd yr (70%)	\$27.30	\$2.73	\$0.27	\$1.12	\$0.08	\$0.07	\$31.57
2nd yr (60%)	\$23.40	\$2.34	\$0.23	\$1.12	\$0.08	\$0.07	\$27.24
1st yr (50%)	\$19.50	\$1.95	\$0.20	\$1.12	\$0.08	\$0.07	\$22.92
Steward Premium (based upon Journeyman wage rate)							
Toolbox III	\$40.00	\$4.00	\$0.40	\$1.12	\$0.08	\$0.07	\$45.67
Toolbox II	\$39.75	\$3.98	\$0.40	\$1.12	\$0.08	\$0.07	\$45.39
Toolbox I	\$39.50	\$3.95	\$0.40	\$1.12	\$0.08	\$0.07	\$45.12
* This is an approximation. Health and Welfare Premiums are subject to change.							
**Combined 21.01 (\$0.02) and 21.02 (\$0.06) Education & Apprenticeship Funds							
* Amounts rounded up or down to nearest even dollar or \$0.50. Level will be determined by size, schedule and complexity and is project specific.							

Dated at Edmonton, Alberta, this ____ day of _____, 2016.

Signed on behalf of
MCL Power Inc.

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

Per: _____
(Authorized Representative)

Per: _____
(Authorized Representative)

Per: _____
(Authorized Representative)

Per: _____
(Authorized Representative)