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COLLECTIVE AGREEMENT

Between

**Kiewit Energy
Construction Co., ULC**

Construction - Alberta

And

**Construction Workers Union,
CLAC Local 63**

DURATION: February 16, 2019 – October 16, 2021

15153 (03)

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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 Collective Agreement (“Agreement”) which has been negotiated and entered into in good faith:

- 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, discipline, transfer, and lay-off of employees; and
- e) Through the full and fair administration of all the provisions contained within this Agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

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

- a) The industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of 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 and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.
- 1.04 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:

- 441-2015 General Construction Electricians
- 442-2015 General Construction Operating Engineers
- 443-2015 General Construction Labourers
- 444-2015 General Construction Plumbers and Pipefitters
- 445-2015 General Construction Structural Ironworkers
- 446-2015 General Construction Carpenters
- 447-2015 General Construction Millwrights
- 36-2016 General Construction Boilermakers
- 212-2018 Roadbuilding and Heavy Construction
Operating Engineers
- 215-2018 Roadbuilding and Heavy Construction
Labourers

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 the wage scheduled (“the Schedules”) attached hereto and made part hereof.

- 2.02 This Agreement covers all classifications listed in the Schedules and all employees of the Employer when employed in Construction as Boilermaker, Carpenter, Cement Finisher, Electrician, Formsetter, Gasfitter, Heavy Equipment Technician, Instrumentation Mechanic, Insulator, Ironworker-reinforcing, Ironworker-Structural, Labourer, Automotive Technician, Millwright, Operator-Boomtruck, Operator-Crane, Operator-Equipment, Pipefitter, Road Building Operating Engineers, Road Building Labourers, Scaffolder, Steam Fitter, Surveyor, Parts Technician (Warehouse Person), and Welder, including Journeypersons, Apprentices and their 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, 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 *Alberta Labour Relations Board*. 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, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- 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, the number and timing of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct

and control the operations of the Employer, without interference.

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

3.03 The Employer may only contract out work where:

- a) It does not possess the necessary facilities or equipment;
- b) It does not have and/or cannot acquire the required 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 expects 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 Union 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.

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 Employer and Union will mutually agree when a Chief Steward is to be appointed;
- b) Stewards will receive the hourly premium as set out in the schedule notes. The Union will advise the Employer, in writing, of the name(s) of the Steward(s).
 - c) 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.
 - d) 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 Supervisor.

Such permission will not be unreasonably withheld. The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.

- e) 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”) are Representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Union Stewards 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 representatives will:
 - i) Inform the Employer in advance of impending site visits.
 - ii) Identify themselves to the appropriate management personnel upon arriving at a job site;
 - iii) Not interfere with the progress of work.

The Employer agrees to assist the Union with site access and or security issues when accessing the work site.

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

4.04 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. One (1) employee per one hundred (100) employees to a maximum of six (6) on the Committee will be paid by the Employer to a maximum of forty (40) hours each, for all time spent on negotiating the collective agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.

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 and the employees covered by this Agreement 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 members.

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

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 a) 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. The Employer will submit the names, social insurance number, classifications, address, and date of hire, of all new employees at commencement of employment to the Union office in Edmonton, Alberta.
- b) If the Union is not able to refer qualified employees, the Employer will be able to hire from outside the Union membership, provided that such employees obtain a Union dispatch slip and provide it to the Employer before commencing work. 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. As soon as reasonably possible after commencing work, new employees will be referred by the Employer to a Steward or Representative in order to explain the role of 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 subject to probation period of 90 calendar days, and thereafter will attain regular employment

status subject to the availability of work. The parties agree that the termination of a probationary employee will not be the subject of a grievance or arbitration, unless the termination of the employee is considered discriminatory, arbitrary, or in bad faith.

- 6.05 It is agreed that probationary employees require appropriate and constructive feedback in order to improve performance. Accordingly, a probationary employee will have the opportunity to discuss their performance and receive constructive feedback from their supervisor prior to or at the time of lay-off or termination. Where possible, the Employer will give an appropriate amount of time for the probationary employee to improve performance prior to termination.
- 6.06 Employees who have passed their probationary period, and are rehired within six (6) months after a 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 and Administration fees. 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 has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union’s internal guidelines on what constitutes a conscientious objection.
- 7.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for Union dues, Administration fees and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 7.04 The name, address, date of hire, and classification of all employees will be provided by the Employer to the Union once monthly.
- 7.05 The Employer agrees to include the amount of Union dues paid by each employee for the appropriate tax year on the employees’ T-4 slip.

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 the Schedules, 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 24.
- 8.02 Additional classifications may be established 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 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 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 of pay at the employee's prevailing hourly rate, or the minimum required by Employment Standards, whichever is greater. The employee will also receive their full accommodation allowance if and when applicable.
- b) In the case of camp accommodations, written notification will be posted in a predetermined and communicated location one hour prior to the employee's usual departure.
- c) In the case of camp accommodations with employer provided transportation, employees who are not notified prior to transportation departure from camp will receive two (2) hours pay at the employees prevailing hourly rate.

8.04 Starting Work

An employee who starts work and is prevented from completing their normal work day will receive a minimum of four (4) hours of pay at their prevailing hourly rate. The employee will continue to receive their full accommodation allowance if and when applicable.

8.05 Call-Back

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

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 When a statutory holiday as outlined in Article 12.01 occurs during the employee's regular work week, overtime will be paid for all regular straight time hours in excess of thirty-two (32) hours.

9.04 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.

9.05 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.

9.06 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. 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.
- b) Depending on the project the Union and the Employer may also agree to a one (1) half hour break, and one (1) half hour meal break system.
- 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 (1/2) hour meal period paid at the employee's prevailing wage rate.
- e) Employees not scheduled in advance to work over twelve (12) hours in a day will be provided a meal by the Employer

- f) Such provisions as outlined in this Article may be amended by mutual agreement in the Pre-Job Conference Report or at the determination of a new work schedule.
- 9.07 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.08 Sunday will be deemed the first day of the week.
- 9.09 Employees will receive a minimum amount of notice from the Employer in the event of a change in the regular work schedule:
- a) A minimum of one (1) week notice will be provided to the employees in the event of a change in their weekly shift rotation.
 - b) A minimum of five (5) hours' notice before the end of the workday will be provided to the employees if they are required to work beyond the normal work day or work the following day, if not previously scheduled to do so.
- 9.10 Employees who are required to change from day shift to night shift or from night shift to day shift will be provided proper notice. Proper notice for a change is considered to be the last day (or earlier) of the shift cycle directly preceding the change. When a change is implemented without the proper notice employees will be made whole in the following ways:
- I. If the change causes the employee to miss hours, they will be paid for all missed hours
 - II. If the change requires them to change a flight or bus, the employer will cover the cost of their travel ticket

changes. Proof of change fees may be required by the Employer.

This article will not apply if changes are made to accommodate an employee request.

ARTICLE 10 - LAY-OFF PROCEDURE

- 10.01 The Employer will give the employee and the Steward four (4) hours of notice of lay-off. Four (4) hours of pay may be given in lieu of notice.
- 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 that where an employee is laid off while at home on their turnaround the employee will receive four (4) hours of pay in lieu of notice. The Employer also agrees to ship, within seven (7) days, the employee's belongings to their home address at no cost to the employee.

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 hourly rate for all hours worked as vacation pay. When performing work that is considered Non-Construction, Vacation Pay will be processed as per Employment Standards.
- 11.02 Vacation Pay will be paid to employees each pay period.

11.03 The Employer agrees to grant vacation requests subject to business needs and reasonable notification by the employee.

ARTICLE 12 – GENERAL HOLIDAYS AND HOLIDAY PAY

12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their hourly 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, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, or any further days proclaimed by the Federal or Provincial Government.

When performing work that is considered Non-Construction, Holiday Pay will be processed as per Employment Standards.

12.02 Employees required to work on one of the above 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 each pay period.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION

13.01 Preamble

a) 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 reasonable means of compensating employees for additional travel and accommodation expenses they may

incur while working on jobsites beyond a reasonable distance from their residence.

- b) The particulars of transportation, travel, and accommodation allowances and entitlement must be addressed in a Pre-Job Conference Report for each job as required in Article 26.02.
- c) For the purposes of this Agreement, the Employer's base of operations is the center of Edmonton, Calgary, or the job site. The base of operation will be determined at the Pre-Job Conference.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

14.01 In order to help build a cooperative relationship between the Employer, the Union and the employees, Union-Management 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 Union-Management Committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

14.03 Employees attending the Union-Management 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 at their prevailing hourly rate for time spent attending such meetings.

ARTICLE 15 - HEALTH AND SAFETY COMMITTEE

15.01 The parties agree that the education and establishment of safe work practices to create a safe work environment is of the utmost priority. As such, the Employer commits to supporting craft engagement within a Health and Safety Committee to address matters concerning safe work conditions and practices. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

15.02 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.

15.03 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.

15.04 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

15.05 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide

transportation to an available facility (within Alberta, British Columbia or Saskatchewan) near the employee's home at no cost to the employee.

15.06 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) 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 15.07 (a) and (b).

15.07 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 latest published version of the COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), (or as otherwise agreed to by the parties) as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 The Employer agrees to pay the amount as set out in the Schedules 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 as outlined by the CLAC Benefit Plan policy. 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 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 the Schedules will be paid to that employee, upon attainment of their 75 birthday, on each paycheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if 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 Health and Welfare (H & W) premiums will be part of the wage review discussions.

16.06 The parties may agree to amend the Health and Welfare amount in the schedules for specific projects at the Pre-Job Conference Report as per Article 26 of this Agreement.

ARTICLE 17 – RETIREMENT PLANS

17.01 Retirement Savings Plan (RSP)

- a) The Christian Labour Association of Canada (CLAC) Group Retirement Savings Plan (“RSP”), administered by the CLAC Group RSP Board of Trustees, applies to all employees covered by this Collective Agreement.
- b) Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer.
- c) Employer Contribution: The Employer agrees to contribute the Group RSP amount set out in the applicable Wage Schedule, for each employee, based on the employee’s base wages for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.
- d) Employee Voluntary Contributions: The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary employee RSP contributions. A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- e) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.

- f) 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 Christian Labour Association of Canada (CLAC) Pension Plan ("the Plan"), a registered defined contribution pension plan, administered by the CLAC Pension Plan Board of Trustees, applies to all employees covered by this Collective Agreement.
- b) Employer Contribution: The Employer agrees to contribute the pension amount set out in the applicable Wage Schedule, for each employee, based on the employee's base wages for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.
- c) Matching Pension: The Employer agrees to contribute an additional matching one percent (1%) to the Pension Plan, for each employee, for all hours worked. Each employee shall also contribute a one percent (1%) matching amount to the Pension Plan for all hours worked. Employer and employee matching contributions will be made via payroll deduction. This contribution will be remitted to the applicable CLAC Remittance Team.
- d) Employee Matching Opt-Out: An employee who elects to opt out of participating in the matching pension may do so by completing the applicable Participation Opt-Out form provided by CLAC, on file with the Employer. In opting out, the employee agrees that they forgo any Employer matching contribution they may be entitled to. Employees who opt out may be required to wait up to six months

before they are eligible to opt back into the Plan. These dates will be defined in the Participation Opt-Out form.

- e) Employee Voluntary Contributions: The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, employee voluntary pension contributions which are above and beyond those contributions outlined in Article 17.02 (c). A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- f) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 25, the Employer is responsible for compensating the Plan for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance. The Plan will allocate the missed contributions and investment returns to the affected employees' accounts.
- g) The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The CLAC Retirement Team 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) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the retirement

plans will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.

- b) Where legislation prohibits retirement plan contributions because of age, an amount equivalent to the contributions in Articles 17.01 and 17.02 will be paid to that employee on each paycheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if he/she were still contributing to the applicable plan.
- c) The total amount of retirement contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum contribution limits 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, it is the employee's responsibility to ensure he/she does not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, neither the Employer nor the Union shall not be liable for any tax consequence imposed on the employee.
- d) The Employer will remit retirement contributions to the applicable CLAC Remittance Team as outlined in Article 25. Employer, employee and voluntary contributions must be recorded separately on the remittance.
- e) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 25, the Employer is responsible for compensating the retirement plans for any missed contributions and

investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions that are part of the remittance. The retirement plans will allocate the missed contributions and investment returns to the affected employees' accounts.

- f) The Union acknowledges and agrees that, other than remitting contributions to the retirement plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the Plan or RSP or be responsible for providing such benefits.
- g) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.
- h) The Employer agrees to provide the CLAC Remittance Team, upon the first remittance, with the full name, date of birth, Social Insurance Number and current address of all employees on whose behalf contributions are being remitted.

ARTICLE 18 - EDUCATION AND TRAINING FUNDS

18.01 Education Fund

The Employer agrees to contribute an amount for all hours worked by all employees as defined in the Schedules to the Union Education Fund.

18.02 Apprenticeship Training Funds

The Employer agrees to contribute an amount as set out in the Schedules per hour to the Union Apprenticeship Training Fund, for all hours worked by all employees.

18.03 CLAC Alberta Training General Operating Fund

The Employer agrees to contribute an amount as set out in the Schedules 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 the Schedules 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 When necessary, certain tradespeople 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 approved safety hats supplied by the Employer.

20.02 All employees will wear CSA approved safety boots and appropriate clothing supplied by the employees.

20.03 If and when required the Employer will supply employees with safety equipment including but not limited to: gloves, hearing protection, 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 any employee fifty percent (50%) of the cost of prescription safety eyewear that is compliant with the Employer's safety eyewear policy up to three hundred dollars (\$300.00) according to the following criteria. The employee must have worked 150 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.
- h) Other leaves as per Employment Standards

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 (eight (8) hours per day), to make arrangements for and to attend the funeral of the employee's spouse, common law spouse, child, father, mother, legal dependent, father-in-law, mother-in-law, brother, sister, grandparents, and grandchildren. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.

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

ARTICLE 22 – Correction & Progressive Discipline

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

Employees required to sign notices of discipline do so only to acknowledge receipt of the discipline.

22.02 Progressive Discipline

Progressive discipline is a process for dealing with job-related behavior that does not meet expected and clearly 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 to be punitive, 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 Employee.

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. For example:

(a) Verbal Warning

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

(b) Written Reprimand

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

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

(c) Suspension

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

(d) Termination

22.03 Zero tolerance holds everyone responsible and accountable to do their part in preventing injuries and in preventing property damage. Willful or accidental violations of a zero rules issue will result in either:

- a) a minimum three day suspension without pay; or
- b) immediate termination

The Employer will conduct a reasonable investigation and determine which of the two actions will be taken, based on the circumstances surrounding the violation.

Verbal and written warnings are not appropriate in cases involving zero tolerance rules.

- 22.04 An employee may be suspended or terminated for proper cause by the Employer as determined by a reasonable investigation. 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.
- 22.05 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 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 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 Union 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 "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.
- ii) A Policy Grievance will be signed by a Steward or Union 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. 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.

- 23.04 The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 23.05 If either party does consider or process a grievance which has been presented late, they will not be estopped at any stage from taking the position that the grievance is late and not arbitrable.
- 23.06 No employee will have a grievance until, where reasonably possible, the employee has discussed the complaint with their immediate Supervisor. If the Employer 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 6.04, 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 Union representative. The designated Employer representative will notify the Union representative of their decision in writing not later than five (5) work days following the day upon which the grievance was received.

Step 2

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

23.07 Union Policy Grievance or Employer Grievance

- a) A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written grievance and will take place within the framework of Step 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 24 - ARBITRATION

- 24.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) 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 Labour 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 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.
- 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 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.

- 24.06 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.
- 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, 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 shall 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 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 23.06 hereof.

24.11 If the parties mutually agree, they may substitute a single arbitrator in the place of the Arbitration Board.

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 (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.

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, 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.

- 25.06 The Employer will, and will be deemed to, keep all Union dues, Administration dues and or Permit dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union Provincial Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues, Administration dues and or Permit dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

ARTICLE 26 – COLLECTIVE AGREEMENT AMENDMENTS

- 26.01 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 (including project zero tolerance rules) 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) A copy of the signed Pre-Job Conference Report will be provided to the Employer and the Union.

ARTICLE 27 – DURATION

27.01 This Agreement will be effective on the sixteenth (16th) of February, two thousand and nineteen (2019) and will remain in effect until the sixteenth (16th) day of October two thousand and twenty-one (2021) and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) 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 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 Agreement will remain in full force and effect.

DATED at _____, Alberta, this _____ day of _____, 2019

Signed on behalf of
**KIEWIT ENERGY
CONSTRUCTION CO., ULC**

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

Per _____ Authorized Repres	This printing is for information purposes only. Original, signed copies are held on file at the Edmonton CLAC office.	_____ zed Representative
Per _____ Authorized Representative		_____ Authorized Representative

Classifications and Hourly Wages

Schedule "A" - General Alberta Kiewit Energy Construction Co. ULC Classification and Hourly Wages February 17, 2019									
Classification	Wage	Vac Stat 10%	Employer contributions						Total
			H&W \$1.82	RSP 4%	Pension 2%	Matching Pension 1%	EF	TTF	
Boilermaker	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Boom Truck Operator	\$38.76	\$3.88	\$1.82	\$1.55	\$0.78	\$0.39	\$0.08	\$0.15	\$47.40
Carpenter	\$38.76	\$3.88	\$1.82	\$1.55	\$0.78	\$0.39	\$0.08	\$0.15	\$47.40
Cement Finisher	\$36.72	\$3.67	\$1.82	\$1.47	\$0.73	\$0.37	\$0.08	\$0.15	\$45.01
Formsetter	\$34.68	\$3.47	\$1.82	\$1.39	\$0.69	\$0.35	\$0.08	\$0.15	\$42.63
Crane Operator	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Crane Operator 60 - 100 T	\$42.30	\$4.23	\$1.82	\$1.69	\$0.85	\$0.42	\$0.08	\$0.15	\$51.54
Crane Operator 101-300 T	\$43.30	\$4.33	\$1.82	\$1.73	\$0.87	\$0.43	\$0.08	\$0.15	\$52.71
Crane Operator 301-600 T	\$46.80	\$4.68	\$1.82	\$1.87	\$0.94	\$0.47	\$0.08	\$0.15	\$56.81
Crane Operator 600 T+	\$50.80	\$5.08	\$1.82	\$2.03	\$1.02	\$0.51	\$0.08	\$0.15	\$61.49
Electrician	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Equipment Operator #1	\$38.76	\$3.88	\$1.82	\$1.55	\$0.78	\$0.39	\$0.08	\$0.15	\$47.40
Equipment Operator #2	\$36.72	\$3.67	\$1.82	\$1.47	\$0.73	\$0.37	\$0.08	\$0.15	\$45.01
Equipment Operator #3	\$35.19	\$3.52	\$1.82	\$1.41	\$0.70	\$0.35	\$0.08	\$0.15	\$43.22
Insulator	\$38.76	\$3.88	\$1.82	\$1.55	\$0.78	\$0.39	\$0.08	\$0.15	\$47.40
Instrumentation Technician	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Iron Worker	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Labourer - Entry Level	\$20.40	\$2.04	\$1.82	\$0.82	\$0.41	\$0.20	\$0.08	\$0.15	\$25.92
Labourer - Intermediate	\$22.44	\$2.24	\$1.82	\$0.90	\$0.45	\$0.22	\$0.08	\$0.15	\$28.30
Labourer - Senior	\$24.99	\$2.50	\$1.82	\$1.00	\$0.50	\$0.25	\$0.08	\$0.15	\$31.29
Labourer - Skilled	\$27.29	\$2.73	\$1.82	\$1.09	\$0.55	\$0.27	\$0.08	\$0.15	\$33.98
Maintenance Worker	\$33.15	\$3.32	\$1.82	\$1.33	\$0.66	\$0.33	\$0.08	\$0.15	\$40.84
Mechanic	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Millwright	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Pipefitter/Steamfitter	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Scaffolder	\$38.76	\$3.88	\$1.82	\$1.55	\$0.78	\$0.39	\$0.08	\$0.15	\$47.40
Surveyor	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
Jr. Surveyor	\$35.70	\$3.57	\$1.82	\$1.43	\$0.71	\$0.36	\$0.08	\$0.15	\$43.82
Warehouse Entry	\$24.23	\$2.42	\$1.82	\$0.97	\$0.48	\$0.24	\$0.08	\$0.15	\$30.40
Warehouse Intermediate	\$27.80	\$2.78	\$1.82	\$1.11	\$0.56	\$0.28	\$0.08	\$0.15	\$34.58
Warehouse Person	\$36.21	\$3.62	\$1.82	\$1.45	\$0.72	\$0.36	\$0.08	\$0.15	\$44.41
Welder - CWB	\$39.53	\$3.95	\$1.82	\$1.58	\$0.79	\$0.40	\$0.08	\$0.15	\$48.30
Welder - B Pressure	\$40.80	\$4.08	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$49.79
*Note: Crane Operator Classifications are calculated as follows: 60 - 100 T= \$40.80 +\$1.50 101 -300 T= \$40.80 +\$2.50 301 - 600 T = \$40.80 +\$6.00 601 + T = \$40.80 +\$10.00									
Schedule "A" - General Alberta Kiewit Energy Construction Co. ULC Subcontractor Rates ("DSP")									
Classification	Total	Vac Stat 10%	Subcontractor Contributions to CLAC						Base**
			H & W \$1.82	RSP 4%	Pension 2%	Matching Pension 1%	EF	TTF	
B Pressure Welder with Rig	\$97.40	NA	\$1.82	\$1.63	\$0.82	\$0.41	\$0.08	\$0.15	\$92.49
** Base is applicable JM rate x 1.267 + JM Rate									

Kiewit Energy Construction CO., ULC
COLLECTIVE AGREEMENT – February 16, 2019 – October 16, 2021

Schedule "A" - General Alberta
Kiewit Energy Construction Co. ULC
Apprenticeship Rates
February 17, 2019

Classification = % of Journeyman Classification	Base wage	Vac Stat	Employer Contributions						Total
			H &W	RSP 4%	Pension 2%	Matching Pension 1%	EF	TTF	
Apprentice - 4 period program w/ \$40.80 base wage									
1st year (60%)	\$24.48	\$2.45	\$1.82	\$0.98	\$0.49	\$0.24	\$0.08	\$0.15	\$30.69
2nd year (70%)	\$28.56	\$2.86	\$1.82	\$1.14	\$0.57	\$0.29	\$0.08	\$0.15	\$35.47
3rd year (80%)	\$32.64	\$3.26	\$1.82	\$1.31	\$0.65	\$0.33	\$0.08	\$0.15	\$40.24
4th year (90%)	\$36.72	\$3.67	\$1.82	\$1.47	\$0.73	\$0.37	\$0.08	\$0.15	\$45.01
Apprentice- 4 period program w/ \$38.76 base wage									
1st year (60%)	\$23.26	\$2.33	\$1.82	\$0.93	\$0.47	\$0.23	\$0.08	\$0.15	\$29.27
2nd year (70%)	\$27.13	\$2.71	\$1.82	\$1.09	\$0.54	\$0.27	\$0.08	\$0.15	\$33.79
3rd year (80%)	\$31.01	\$3.10	\$1.82	\$1.24	\$0.62	\$0.31	\$0.08	\$0.15	\$38.33
4th year (90%)	\$34.88	\$3.49	\$1.82	\$1.40	\$0.70	\$0.35	\$0.08	\$0.15	\$42.87
Apprentice - 3-Period Program w/ \$40.80 base wage									
1st year (70%)	\$28.56	\$2.86	\$1.82	\$1.14	\$0.57	\$0.29	\$0.08	\$0.15	\$35.47
2nd year (80%)	\$32.64	\$3.26	\$1.82	\$1.31	\$0.65	\$0.33	\$0.08	\$0.15	\$40.24
3rd year (90%)	\$36.72	\$3.67	\$1.82	\$1.47	\$0.73	\$0.37	\$0.08	\$0.15	\$45.01
Apprentice - 3-Period Program w/ \$38.76 base wage									
1st year (70%)	\$27.13	\$2.71	\$1.82	\$1.09	\$0.54	\$0.27	\$0.08	\$0.15	\$33.79
2nd year (80%)	\$31.01	\$3.10	\$1.82	\$1.24	\$0.62	\$0.31	\$0.08	\$0.15	\$38.33
3rd year (90%)	\$34.88	\$3.49	\$1.82	\$1.40	\$0.70	\$0.35	\$0.08	\$0.15	\$42.87
Apprentice - 2 Period Program w/ \$40.80 base wage									
1st year (70%)	\$28.56	\$2.86	\$1.82	\$1.14	\$0.57	\$0.29	\$0.08	\$0.15	\$35.47
2nd year (85%)	\$34.68	\$3.47	\$1.82	\$1.39	\$0.69	\$0.35	\$0.08	\$0.15	\$42.63
Apprentice - 2 Period Program w/ \$38.76 base wage									
1st year (70%)	\$27.13	\$2.71	\$1.82	\$1.09	\$0.54	\$0.27	\$0.08	\$0.15	\$33.79
2nd year (85%)	\$32.95	\$3.30	\$1.82	\$1.32	\$0.66	\$0.33	\$0.08	\$0.15	\$40.61
Apprentice - 1 Period Program w/ \$40.80 base wage									
1st year (70%)	\$28.56	\$2.86	\$1.82	\$1.14	\$0.57	\$0.29	\$0.08	\$0.15	\$35.47
Apprentice - 1 Period Program w/ \$38.76 base wage									
1st year (70%)	\$27.13	\$2.71	\$1.82	\$1.09	\$0.54	\$0.27	\$0.08	\$0.15	\$33.79

Kiewit Energy Construction CO., ULC
COLLECTIVE AGREEMENT – February 16, 2019 – October 16, 2021

Schedule "B" - Wood Buffalo Region
Kiewit Energy Construction Co. ULC
Classification and Hourly Wages
February 17, 2019

Classification	Wage	Vac Stat 10%	Employer contributions					Total
			H&W \$1.70	RSP 6%	Pension 2%	EF	TTF	
Boilermaker	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Boom Truck Operator	\$40.20	\$4.02	\$1.70	\$2.41	\$0.80	\$0.08	\$0.15	\$49.37
Carpenter	\$40.20	\$4.02	\$1.70	\$2.41	\$0.80	\$0.08	\$0.15	\$49.37
Cement Finisher	\$40.20	\$4.02	\$1.70	\$2.41	\$0.80	\$0.08	\$0.15	\$49.37
Crane Operator	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Crane Operator 60 - 100 T	\$45.42	\$4.54	\$1.70	\$2.73	\$0.91	\$0.08	\$0.15	\$55.52
Crane Operator 101-300 T	\$46.42	\$4.64	\$1.70	\$2.79	\$0.93	\$0.08	\$0.15	\$56.70
Crane Operator 301-600 T	\$48.42	\$4.84	\$1.70	\$2.91	\$0.97	\$0.08	\$0.15	\$59.06
Crane Operator 601 T+	\$52.42	\$5.24	\$1.70	\$3.15	\$1.05	\$0.08	\$0.15	\$63.78
Electrician	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Equipment Operator #1	\$40.20	\$4.02	\$1.70	\$2.41	\$0.80	\$0.08	\$0.15	\$49.37
Equipment Operator #2	\$36.09	\$3.61	\$1.70	\$2.17	\$0.72	\$0.08	\$0.15	\$44.52
Equipment Operator #3	\$32.47	\$3.25	\$1.70	\$1.95	\$0.65	\$0.08	\$0.15	\$40.25
Insulator	\$40.20	\$4.02	\$1.70	\$2.41	\$0.80	\$0.08	\$0.15	\$49.37
Instrumentation Technician	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Iron Worker	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Labourer - Entry Level	\$21.16	\$2.12	\$1.70	\$1.27	\$0.42	\$0.08	\$0.15	\$26.90
Labourer - Intermediate	\$23.65	\$2.37	\$1.70	\$1.42	\$0.47	\$0.08	\$0.15	\$29.84
Labourer - Senior	\$26.64	\$2.66	\$1.70	\$1.60	\$0.53	\$0.08	\$0.15	\$33.36
Labourer - Skilled	\$28.56	\$2.86	\$1.70	\$1.71	\$0.57	\$0.08	\$0.15	\$35.63
Maintenance Worker/Service Man	\$36.34	\$3.63	\$1.70	\$2.18	\$0.73	\$0.08	\$0.15	\$44.81
Mechanic	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Millwright	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Pipefitter/Steamfitter	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Scaffolder	\$40.20	\$4.02	\$1.70	\$2.41	\$0.80	\$0.08	\$0.15	\$49.37
Surveyor	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98
Jr. Surveyor	\$33.89	\$3.39	\$1.70	\$2.03	\$0.68	\$0.08	\$0.15	\$41.92
Warehouse Entry	\$24.23	\$2.42	\$1.70	\$1.45	\$0.48	\$0.08	\$0.15	\$30.52
Warehouse Intermediate	\$27.72	\$2.77	\$1.70	\$1.66	\$0.55	\$0.08	\$0.15	\$34.64
Warehouse Person	\$34.73	\$3.47	\$1.70	\$2.08	\$0.69	\$0.08	\$0.15	\$42.91
Welder - CWB	\$40.20	\$4.02	\$1.70	\$2.41	\$0.80	\$0.08	\$0.15	\$49.37
Welder - B Pressure	\$42.42	\$4.24	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$51.98

*Note: Crane Operator Classifications are calculated as follows:

60 - 100 T=	\$	42.42	+\$3.00
101 -300 T=	\$	42.42	+\$4.00
301 - 600 T=	\$	42.42	+\$6.00
601 + T =	\$	42.42	+\$10.00

Schedule "B" - Wood Buffalo Region
Kiewit Energy Construction Co. ULC
Subcontractor Rates ("DSP")

Classification	Total	Vac Stat 10%	Subcontractor Contributions to CLAC					Base**
			H & W \$1.70	RSP 6%	Pension 2%	EF	TTF	
B Pressure Welder with Rig	\$101.49	NA	\$1.70	\$2.55	\$0.85	\$0.08	\$0.15	\$96.17

** Base is applicable JM rate x 1.267 + JM Rate

Kiewit Energy Construction CO., ULC
COLLECTIVE AGREEMENT – February 16, 2019 – October 16, 2021

February 17, 2019
Kiewit Energy Construction Co. ULC
Apprenticeship Rates
February 17, 2019

Classification = % of Journeyman Classification	Base wage	Vac Stat	Employer Contributions					Total
			H &W	RSP 6%	Pension 2%	EF	TTF	
Apprentice - 4 period program w/ \$42.42 base wage								
1st year (60%)	\$25.45	\$2.55	\$1.70	\$1.53	\$0.51	\$0.08	\$0.15	\$31.97
2nd year (70%)	\$29.69	\$2.97	\$1.70	\$1.78	\$0.59	\$0.08	\$0.15	\$36.96
3rd year (80%)	\$33.94	\$3.39	\$1.70	\$2.04	\$0.68	\$0.08	\$0.15	\$41.98
4th year (90%)	\$38.18	\$3.82	\$1.70	\$2.29	\$0.76	\$0.08	\$0.15	\$46.98
Apprentice- 4 period program w/ \$40.20 base wage								
1st year (60%)	\$24.12	\$2.41	\$1.70	\$1.45	\$0.48	\$0.08	\$0.15	\$30.39
2nd year (70%)	\$28.14	\$2.81	\$1.70	\$1.69	\$0.56	\$0.08	\$0.15	\$35.13
3rd year (80%)	\$32.16	\$3.22	\$1.70	\$1.93	\$0.64	\$0.08	\$0.15	\$39.88
4th year (90%)	\$36.18	\$3.62	\$1.70	\$2.17	\$0.72	\$0.08	\$0.15	\$44.62
Apprentice - 3-Period Program w/ \$42.42 base wage								
1st year (70%)	\$29.69	\$2.97	\$1.70	\$1.78	\$0.59	\$0.08	\$0.15	\$36.96
2nd year (80%)	\$33.94	\$3.39	\$1.70	\$2.04	\$0.68	\$0.08	\$0.15	\$41.98
3rd year (90%)	\$38.18	\$3.82	\$1.70	\$2.29	\$0.76	\$0.08	\$0.15	\$46.98
Apprentice - 3-Period Program w/ \$40.20 base wage								
1st year (70%)	\$28.14	\$2.81	\$1.70	\$1.69	\$0.56	\$0.08	\$0.15	\$35.13
2nd year (80%)	\$32.16	\$3.22	\$1.70	\$1.93	\$0.64	\$0.08	\$0.15	\$39.88
3rd year (90%)	\$36.18	\$3.62	\$1.70	\$2.17	\$0.72	\$0.08	\$0.15	\$44.62
Apprentice - 2 Period Program w/ \$42.42 base wage								
1st year (70%)	\$29.69	\$2.97	\$1.70	\$1.78	\$0.59	\$0.08	\$0.15	\$36.96
2nd year (85%)	\$36.06	\$3.61	\$1.70	\$2.16	\$0.72	\$0.08	\$0.15	\$44.48
Apprentice - 2 Period Program w/ \$40.20 base wage								
1st year (70%)	\$28.14	\$2.81	\$1.70	\$1.69	\$0.56	\$0.08	\$0.15	\$35.13
2nd year (85%)	\$34.17	\$3.42	\$1.70	\$2.05	\$0.68	\$0.08	\$0.15	\$42.25
Apprentice - 1 Period Program w/ \$42.42 base wage								
1st year (70%)	\$29.69	\$2.97	\$1.70	\$1.78	\$0.59	\$0.08	\$0.15	\$36.96
Apprentice - 1 Period Program w/ \$40.20 base wage								
1st year (70%)	\$28.14	\$2.81	\$1.70	\$1.69	\$0.56	\$0.08	\$0.15	\$35.13

Notes to the Schedule's:

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

General Foreman	\$8.00
Foreman	\$6.00
Leadhand	\$3.00

Steward	\$1.00
Steward w/ Tool Box 1	\$1.25
Steward w/ Tool Box 2	\$1.50
Steward w/ Tool Box 3	\$1.75
Chief Steward w/ Tool Box 2	\$2.50
Chief Steward w/ Tool Box 3	\$3.00

2. The following Premiums are to be paid for all applicable hours worked but are not subject to RSP, Pension, Overtime and Vacation/Stat Pay.

Night Shift	\$3.00/hr (Majority of hours between 18:00 and 6:00)
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3. Rig Rate and Sub Contractor Provisions:

The provisions of Articles 9, 11 and 12 do not apply to employees paid the “subcontractor employee” or “welder with rig” rate. The rate specified includes overtime, vacation and statutory holiday pay.

Rig welders must supply their own flame/ spark resistant clothing (i.e. Leathers)

The wage rate is to be negotiated between the Employer and Union at a Pre-Job Conference as per Article 26.

All subcontractors 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 subcontractor employee’s invoices and remit them to the Union on their behalf as per Articles 7.01, 16.01, 17.01, 17.02, 18.01.

4. RSP and Pension Amounts

- a) Apprentices: RSP and Pension amounts will be based on Apprenticeship Base Wage Rate (No compounding for overtime).
- b) Journeyperson employees and Journeyperson subcontractors:

RSP and Pension amounts will be based on the Journeyperson Base Wage Rate (No compounding for overtime).

5. Article 13 Travel and LOA Amounts

- 13.03(c): \$1.25/km
- 13.03(f): \$0.49/km
- 13.04(b vii): seventy five (\$0.75)/km
- 13.05(c): \$100.00/day

6. Craft Safety Advisors (CSA)

Will be paid at their appropriate Journeyperson rate of pay.

7. Equipment Operator 1 & 2 Definitions

Equipment Operator 1 operates equipment such as an Excavator, Dozer, Grader, Loader and equivalent equipment.

Equipment Operator 2 operates equipment such as Zoomboom, 40 Ton and smaller rock trucks, compactor, water truck, Mack Truck and their equivalents.

Equipment Operator 3 operates equipment such as a forklift or bobcat.

8. Zoomboom

Zoomboom Operators may be paid Operator 3 rate during their probation and thereafter will be paid operator 2 rate. Zoomboom operators shall be eligible for Operator 1 rate depending on skill and ability.

9. Multiple Tickets

\$1.00/hr. when employee is in possession of two tickets, these tickets must appear in the classification table. This \$1.00 Premium will be added to the employee's base wage and will affect RSP, Pension, Overtime and Vacation/Stat Pay.

10. Wage Review

On or before January 5, 2020, the Employer agrees to a minimum increase of one and one half percent (1.5%) based on a calculation of the end column rate of each classification. The end column rate will include the Base Wage, Vacation/Stat, Health and Welfare, RSP, Pension, EF and TTF, as found in the wage schedule. The Union agrees to distribute a minimum of one percent (1%) of the calculation to the pension, subject to a one percent (1%) matching contribution from the employee, as per the opt-

out language of Article 17.02, for a total matching contribution to the pension of two percent (2%).

The parties agree that prior to January 2021 they will meet to have a wage and benefit review, which will consist of reviewing the following items listed in the Schedules:

- Wage Rates
- Health and Welfare Premiums
- Vacation pay
- RSP and Pension Amounts
- Classifications
- Premiums

If the parties are unable to reach a settlement any outstanding items may be submitted to binding arbitration.

OUTLINE OF INSURANCE PLAN

COVERAGE FOR GOLD PLUS

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 A.D. &D. per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Comprehensive: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - over 21: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of six hundred (\$600.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,600.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

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

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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.

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1-800-210-0200

CLAC TRAINING

1-888-700-7555

CLAC BENEFITS

1-888-600-2522

CLAC JOBS

1-888-942-5627