

**Cornerstone**

SCAFFOLDING • INSULATION



# **COLLECTIVE AGREEMENT**

Between

**Cornerstone Industrial Ltd.**

**Construction, Maintenance, Non-Construction  
Alberta**

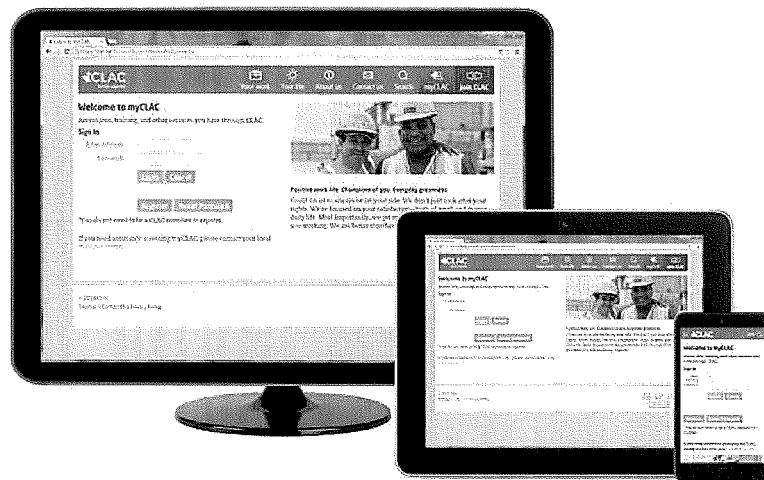
And

**Construction Workers Union,  
CLAC Local 63**

**DURATION: March 1, 2016 – January 31, 2018**

14598 (02)

# SERVICE AT YOUR FINGERTIPS



myCLAC is your gateway to important information about your workplace, collective agreement, and more.

Sign up at [clac.ca/myCLAC](http://clac.ca/myCLAC) to

- update your contact information and preferences,
- find out who your stewards and representatives are,
- read your collective agreement,
- access training calendars and sign up for upcoming courses,
- learn about member-only discounts, awards, and scholarships,
- apply for construction jobs, and
- access your retirement and benefit information.

## Questions?

Call the nearest CLAC member centre, or visit us at [clac.ca](http://clac.ca) to learn more.

# **COLLECTIVE AGREEMENT**

**Between**

**Cornerstone Industrial Ltd.  
(hereinafter referred to as "the Employer")**

**and**

**Construction Workers Union, CLAC Local 63  
(hereinafter referred to as "the Union")**

**March 1, 2016 – January 31, 2018**

## Table of Contents

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - MANAGEMENT'S RIGHTS.....	4
ARTICLE 4 - UNION REPRESENTATION.....	5
ARTICLE 5 - STRIKES OR LOCKOUTS.....	8
ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP.....	9
ARTICLE 7 – UNION DUES.....	10
ARTICLE 8 - WAGE AND AREA RATES OF PAY.....	11
ARTICLE 9 - HOURS OF WORK AND OVERTIME.....	13
ARTICLE 10 - LAY-OFFS.....	16
ARTICLE 11 - VACATION & VACATION PAY.....	17
ARTICLE 12 - HOLIDAYS AND HOLIDAY PAY.....	17
ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION.....	18
ARTICLE 14 - UNION-MANAGEMENT COMMITTEE.....	22
ARTICLE 15 - HEALTH AND SAFETY COMMITTEE.....	23
ARTICLE 16 - HEALTH AND WELFARE PLAN.....	25
ARTICLE 17 – RETIREMENT PLAN.....	26
ARTICLE 18 - EDUCATION AND TRAINING FUND.....	30
ARTICLE 19 - TOOLS.....	31
ARTICLE 20 - PROTECTIVE EQUIPMENT.....	32
ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY.....	33
ARTICLE 22 - GRIEVANCE PROCEDURE.....	34
ARTICLE 23 - ARBITRATION.....	38
ARTICLE 24 – WARNING, SUSPENSION AND DISCHARGE.....	40
ARTICLE 25 - DUES AND TRUST FUND PAYMENTS.....	41
ARTICLE 26 - COLLECTIVE AGREEMENT AMENDMENTS.....	43
ARTICLE 27: DURATION.....	44
SCHEDULE “A” – CLASSIFICATIONS AND WAGES.....	46
APPENDIX A – Tool Lists as noted in Article 19.03.....	50
SCHEDULE “B” - OUTLINE OF INSURANCE COVERAGE.....	51

Construction, Maintenance and  
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;
  - 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 an equitable 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 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 a management;
  - b) The economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of the employees, research, production and marketing;
  - 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, 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 the agreement will continue in full force and effect.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit working in the Province of Alberta, as defined in ALRB certificate:

- 252-2015 - General Construction Carpenters
- 253-2015 - General Construction Plasterers
- 254-2015 - General Construction Insulators
- 250-2015 - All Maintenance Carpenters
- 255-2015 - General Construction Operating Engineers
- 251-2015 - All Maintenance Insulators

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

2.02 This Agreement covers all employees of the Employer in Alberta when employed as Carpenters, Insulators, Operators, Plasterers and Scaffolders including Journeypersons and their Apprentices and Foremen, save and except Supervisors, Office staff, and Management Personnel.

2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties 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 Management's rights include but are not limited to the following:

- a) To maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause;
- b) 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, starting and quitting times, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time, employee qualifications, and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

- 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) They do not possess the necessary facilities or equipment;
  - b) They do not have and/or cannot acquire the required manpower; or
  - c) They 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.
- 3.05 Failure by the Employer to exercise any of its Management rights or other rights must not be considered to be an abandonment or waiver of those rights or estop the Employer from exercising those rights.

## **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 stewards to assist an employee in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective

Agreement. In general the number of stewards 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) - 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 implemented.
- b) i) stewards will receive the hourly premium as set out in Schedules "A" & "B" Notes. The Union will advise the Employer in writing the name(s) of the steward(s).
- ii) stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Where possible the Employer will notify the Union prior to layoff if a Steward is affected by a planned lay off.
- c) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that they will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay stewards for time spent attending such duties during their working hours on the job site or an alternate location as otherwise agreed upon between the Union and the Employer.

- d) A Union 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 employee with Union information that pertains to them.

#### 4.02 Representatives

- a) Duly appointed Representatives of the Union 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:
  - i) the Union Representative will identify themselves to the appropriate management personnel upon arriving at a job site;
  - ii) the Union Representative 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 Union representative may attend such meetings

4.04 There will be no Union activity on the Employer's work sites 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. Two employees 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 and wage and benefit reviews with the Employer, whenever this takes place during the regular working hours of the employees concerned. The number of employees appointed to the Negotiating Committee will be mutually agreed upon by the Union and the Employer.

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

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

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

## **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 requirements of the job. The Employer will submit the names, social insurance numbers and classifications of all requested employees to the Union office in Edmonton for approval by the Union. The Employer will ensure that this is accomplished prior to commencement of employment. If the Union is not able to supply the number of qualified employees required by the Employer, the Employer will be able to hire from outside the Union membership, provided however that all employees must nevertheless 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. Before commencing work, or as soon as reasonably possible after commencing work, new employees will be referred by the employer to a CLAC steward or Representative in order to describe the Union's purposes and representation policies to such new employees.

- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this agreement 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 months 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 an employee.
- 6.06 Employees rehired within six (6) months of layoff will not re-serve a probation period.
- 6.07 Employees who quit or are terminated for just cause and rehired will re-serve the probation period.

## **ARTICLE 7 – UNION DUES**

- 7.01 The Employer agrees to deduct from each employees pay cheque the amount equal to Union dues and where applicable an amount equal to Union dues arrears Administration dues and Permit dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

- 7.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.
- 7.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 7.04 The Employer will provide the Union with all necessary information regarding insurance and benefits plans, job classification changes and terminations. The name, address, date of hire, and classification of all employees will be provided to the Union once monthly.

## **ARTICLE 8 - WAGE AND AREA RATES OF PAY**

- 8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedules "A" & "B" as appropriate to the work. It is understood and agreed that the employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement. If there is a dispute the matter will be settled in accordance with the Arbitration procedure set out in Article 23.
- 8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for the same will be subject to negotiations between the Employer and the

Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon such wage rates either party may apply directly for arbitration under Article 23.

### 8.03 Show Up Time

- a) An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at their prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.
- b) Proper notification is a minimum two (2) hours prior to the start of the shift.
- b) Proper notification in the case of a camp is at breakfast time and notices are posted on the kitchen bulletin board.

### 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 pay at their prevailing hourly rate or the number of hours worked multiplied by their prevailing hourly rate. The employee will also 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 two (2) hours pay.

- 8.06 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.
- 8.07 If the shortage of work is for a period longer than the day outlined in Article 8.04 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing signed by the Employer, the employee and the job steward.

## **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 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.
- 9.03 Overtime will be paid when an employee works on any regularly scheduled day off. When an employee works any hours or days prior to the commencement of their scheduled shift, or when they work any hours or days following their regular scheduled shift, these hours/days will be paid as Overtime.

- 9.04 When a statutory holiday, as outlined in Article 12.01, occurs during the calendar week, overtime will be paid for all regular straight time hours in excess of thirty-two (32) hours or thirty (30) straight-time hours on a compressed work week schedule. Hours worked and paid at overtime do not count towards the thirty two (32) hour threshold. If there are two Statutory holidays in one week overtime will be paid for all hours worked in excess of twenty four (24) straight time hours, or twenty (20) straight-time hours on a compressed work week schedule.
- 9.05 Sunday will be deemed the first day of the week.
- 9.06 When a scheduled break occurs it will include a Sunday whenever possible.
- 9.07 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.08 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.
- 9.09 The provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 8.04 and 8.05.

## 9.10 Coffee Breaks and Meal Periods

- a) There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.
- 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) If an alternate break schedule is required, the parties may agree to such schedule in a pre-job agreement as per Article 26.02.
- d) Employees shall receive a fifteen (15) minute coffee break at the start of every two (2) hours worked beyond the regular ten (10) hour day. A coffee break shall not apply to the meal break at twelve (12) hours.
- e) Employees scheduled to work beyond twelve (12) hours in a day will be provided with an additional unpaid one half (1/2) hour meal period after twelve (12) hours.
- f) If employees are not scheduled, but are required to work beyond twelve (12) hours in a day, the Employer will provide a meal period of one-half hour (1/2) paid at the overtime wage rate and a meal for the employees. In the event that a meal cannot be provided, the employee will receive one-half (1/2) hour paid at the overtime wage rate in addition to the paid break.

9.11 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.

## 9.12 Changing from Days to Nights (or vice versa)

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 required notice, the employee will be made whole in the following ways:

- If the change causes them to miss hours, they will be paid for all missed hours.
- If the change requires them to change a flight, the employer will cover the cost of their travel ticket (flight or bus) change (proof may be required).

This will not apply if the change is made by the company to accommodate an employee request.

## **ARTICLE 10 - LAY-OFFS**

- 10.01 The Employer will give the employee four (4) hours notice of lay-off. Four (4) hours pay may be given in lieu of notice. If on site and available, the steward will be invited to be present for layoffs.
- 10.02 The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 10.03 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number

10.04 The Employer agrees that when an employee is laid off while at home on scheduled days off (10.02 applies), the employee will receive four (4) hours pay as per article 10.01.

- a) For layoffs at camp jobs when the Employee is on scheduled days off, the Employer will ship the employee's personal belongings to the employee's home address at no cost to the employee within seven days of layoff.

## **ARTICLE 11 - VACATION & VACATION PAY**

11.01 All employees will be entitled to receive an amount equal to six (6%) percent of their base wage in vacation pay.

11.02 Vacation Pay will be paid to employees on their paycheque.

11.03 The Employer will consider vacations at the times requested considering business requirements.

## **ARTICLE 12 - HOLIDAYS AND HOLIDAY PAY**

12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their base wage in lieu of the following holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any further days proclaimed by either the Federal or Provincial Governments.

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 on each pay cheque.

### **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 fair means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.
- b) For the purposes of this Agreement, the Employer's base of operations is defined as the centre of Edmonton and Calgary, or the job site. The base of operation will be determined at the pre-job conference.

#### 13.02 Travel and Accommodation Zones

Transportation and accommodation zones with radii of fifty-five (55) and eighty (80) kilometres are established from the Employer's base of operations.

#### 13.03 Daily Travel

- a) For projects whose base of operations is defined as Calgary or Edmonton no daily travel allowance will be paid.

- b) There is no pay for daily travel within the fifty-five (55) kilometre zone.
- c) For daily travel outside the fifty-five (55) kilometre radius, but within the eighty (80) kilometre radius, employees not receiving accommodation allowance will receive payment of one dollar and twenty-five cents (\$1.25) per kilometre from their permanent residence to the fifty-five (55) kilometre radius and back to the employee's permanent residence.
- d) There will only be daily travel beyond the eighty (80) kilometre radius upon the mutual agreement of the parties.
- e) When the Employer provides transportation to the jobsite, there is no daily travel allowance.
- f) Employees receiving accommodation allowance will not be entitled to daily travel allowance unless the Employer and Union agree that there is no accommodation available within the fifty-five (55) kilometre radius from the job site. Employees in this situation, who provide their own transportation, will receive a daily travel allowance of fifty-two cents (\$0.52) per kilometre from their temporary residence to the fifty-five (55) kilometre radius and back to the employees' temporary residence.

#### 13.04 Travel Allowances

- a) For projects whose base of operations is defined as Calgary or Edmonton there are no travel allowances.
- b) For projects whose base of operations is defined as the job site, any travel allowances will be agreed to at the pre-job conference based on the following criteria:

- i) travel allowances will be paid, or travel costs will be covered for all employees whose permanent residence is outside the 80 km radius of the job site;
- ii) travel allowances will be paid from the Union's Edmonton or Calgary office up to the free zone established in Article 13.03 b), but not within the zone;
- iii) travel allowances will be paid at the beginning and end of the project, and also for every shift cycle;
- iv) the initial travel allowance will be paid on the employee's first paycheque. Final travel will be paid on the employee's final pay cheque. The travel allowance earned on each shift cycle will be paid on the first (1<sup>st</sup>) paycheque following the shift cycle;
- v) employees who quit or are terminated for just cause within their shift cycle will not be entitled to shift cycle or terminal travel allowance;
- vi) the amount of travel allowance will be subject to Article 26 with the cost of public transportation, the travel allowance amount in Article 13.03 (f) and duration of travel as guidelines. The amount will be indicated on the pre-job form for the project.
- vii) Travel allowances will not be used in calculating overtime pay.

### 13.05 Accommodation Allowance

- a) For projects whose base of operations is defined as Calgary or Edmonton no accommodation allowance will be paid.
- b) For projects whose base of operations is defined as the job site, accommodation allowance will be paid for all employees whose permanent residence is beyond the eighty (80) kilometre radius from the job site.
- c) Daily accommodation allowance will be based on the actual cost of accommodation in the area worked, and will be discussed at the prejob conference and agreed by the parties subject to Article 26. The Employer and the Union may agree to reasonable partial accommodation allowances where the employee elects to commute to their place of residence or supplies their own living accommodation.
- d) Where camp accommodations are provided, accommodation allowance will not be paid.
- e) The Employer and the Union may agree to alternate accommodation arrangements subject to Article 26.

### 13.06 Travel Time

- a) On all projects, regardless of accessibility or isolation, where an employee transports an Employer's vehicle to the job, such employee will be paid their regular rate of pay for actual time traveled. Such employees will not receive duplicating travel allowance. Employees provided with a company vehicle for regular daily travel are not eligible for this paid travel time.

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

### 13.07 Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.02, 13.03 and 13.04, only if an employee is transferred during work days within the employees shift cycle, unless otherwise negotiated by way of pre-job meeting.

### 13.08 Special Circumstances

For selected job sites with peculiar geographic circumstances, the Employer and the Union, by mutual agreement may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the job site and will be put into writing and signed by a representative of the Employer and the Union.

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

- 14.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, Union-Management meetings will be scheduled as required on 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:

- i) review of safety measures covered in Article 15;
- ii) matters that affect the working conditions of the employees;
- iii) training and promotion;
- iv) hiring policies; and
- v) discipline and discharge policies;

b) 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 made available to all employees.

14.02 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 of regular working hours, the Employer agrees to pay their wages for time spent attending such meetings.

14.03 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

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

15.01 When necessary a Health and Safety Committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will

record the business of each meeting, and copies will be distributed as the committee determines.

- 15.02 The Employer and the Union will each appoint representatives to the Health and Safety Committee.
- 15.03 a) The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- b) The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among its membership.
- c) It is the intent of the parties to have working conditions that are safe and healthy.
- 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 that day's 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 available to the employee and will make the same available to the employee with the Physician's approval.
- c) Employer will inform the Union office of all employees who are assigned modified work and the hours reverted to. The employer is not required to offer overtime hours to employees on modified work programs.

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 has the right to develop a Drug and Alcohol Policy that complies with current legislation. In general, the parties agree to use the COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule).

## **ARTICLE 16 - HEALTH AND WELFARE PLAN**

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

16.02 a) Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to

complete the enrolment form for the benefit plan, which is a condition of coverage.

- b) It is the responsibility of each employee to be familiar with the specific details of coverage, (outlined in Schedule “C”) and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

16.03 The Parties agree that the Health and Welfare in Schedules “A” and “B” to be effective January 1 of each calendar year are subject to negotiation. These negotiations will take place prior to January 1 of each calendar year. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this Agreement.

16.04 The parties may agree to amend the Health and Welfare amount in schedules “A” and “B” for specific projects at the pre-job conference as per Article 26 of this Agreement.

## **ARTICLE 17 – RETIREMENT PLAN**

### **17.01 Retirement Savings Plan (RSP)**

- a) The Employer agrees to contribute the RSP amount set out in Schedule “A” to the Union Sponsored Group RSP (“RSP Plan”) for each employee, for all hours worked.
- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the Employer.

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

## 17.02 Pension

- a) The Employer agrees to contribute the pension amount set out in Schedule “A” to the CLAC Pension Plan (“Pension Plan”), governed by the CLAC Pension Plan Board of Trustees, for each employee, for all hours worked.
- b) Each employee shall make a two percent (2%) contribution, as outlined in Schedules “A” and “B”, to the CLAC Pension Plan for all hours worked via payroll deduction. Any employee who completes the CLAC Pension Plan Participation Opt Out form, on file with the Employer, may opt out of making employee contributions to the Pension Plan; however, by doing so, they will forego two percent (2%) of the Employer’s contribution outlined in Schedules “A” and “B”.

Employees who opt out may be required to wait up to half a year before the Employer is required to reactivate matching contributions and deductions. Employees

may opt back into the CLAC Pension Plan January 1st and July 1st of each year at which time Employer contributions will also be reactivated.

- c) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594.
- d) The Employer agrees to deduct, by way of payroll deduction, voluntary employee pension contributions which are above and beyond those contributions specified in Schedule "A". A request for such deductions shall be submitted to the Employer on a form provided by the Pension Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.
- e) Employer and employee voluntary contributions will be recorded separately on the remittance.
- f) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions outlined in Schedule "A" 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 Pension Plan.
- g) In the event that a remittance has not been received by the Union by the date set out in Article 25, the Employer is responsible to compensate the Pension 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.

- h) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

### 17.03 Retirement Plan Contribution Details

- a) The Employer will remit RSP and pension contributions to the Union as outlined in Article 25.
- b) The Employer's contributions to the RSP Plan and Pension Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- c) The total amount of RSP and pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase and RSP contribution limits outlined by the Canada Revenue Agency.
- d) The total amount of RSP and pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase and RSP contribution limits outlined by the Canada Revenue Agency. The employer has no obligation to monitor the employee's RRSP contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum

money purchase and RSP contribution limits as a result of contributions made outside the employment relationship, the employer shall not be liable for any tax consequence imposed on the employee.

- e) The Union acknowledges and agrees that, other than remitting contributions to the RSP and Pension Plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP and Pension Plans or be responsible for providing such benefits.
- f) 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.

17.04 Where possible, the Employer agrees to show all employer and employee contributions, mandatory and voluntary, on the employees' paystub.

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

### 18.01 Education Fund (EF)

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

### 18.02 Apprenticeship Training Funds (AF)

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

**18.03 CLAC Alberta Training Trust Fund (TTF)**

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

**18.04 Employer Specific Training Fund (ES)**

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

**18.03** Time spent attending mandatory safety courses, including but not limited to: AWP, H2S, Fall Arrest and Confined space, will be paid for up to a maximum of 8 hours per day per course for those employees who have been continually employed with Cornerstone for 6000 hours, or return to work within 6 months following a lay-off.

**ARTICLE 19 - TOOLS**

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

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

19.03 A tool list will be established by mutual agreement between the Employer and the Union for each trade. (See Appendix)

## **ARTICLE 20 - PROTECTIVE EQUIPMENT**

- 20.01 All employees will wear safety hats to be made available by the Employer.
- 20.02 All employees will wear safety shoes where required, furnished by the employee.
- 20.03 The employer will furnish employees with a reasonable supply of gloves, safety equipment, including safety glasses, body harnesses with lanyards, fire retardant coveralls, and rain gear, all to be supplied if and when required. Such safety equipment must be returned to the Employer at the completion of the employee's employment.

Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer furnished items.

### 20.04 Boot Allowance

Each employee is eligible for a boot allowance of \$100.00, one (1) time per year. This allowance will be paid to each employee following completion of the first six months of employment, and after each year of work for the employer. Receipts must be submitted

## 20.05 Prescription Safety Eyewear

- a) The Employer agrees to reimburse any employee 50 percent (50%) of the cost of prescription safety eyewear up to three-hundred dollars (\$300.00) according to the following criteria.
- b) The employee must have worked 1200 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. Receipts must be submitted.
- c) Should an individual elect to have corrective laser eye surgery, they are eligible to receive a one time payment of three hundred dollars (\$300.00) subject to the above mentioned criteria.

## **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 employee's own child;
- d) Union activity, other than the establishment of this agreement;
- e) Death of a family member not outlined in Article 21.02;
- f) Voting and Jury Duty; or
- g) Other personal reasons as approved by the Employer.

- 21.02 An employee will be granted three (3) days leave of absence with pay, at the employees regular straight time hourly rate for eight (8) hours per day to make arrangements for and to attend the funeral of the employee's spouse, common-law spouse, child, legal dependant, father, mother, brother, brother-in-law, sister, sister-in-law, legal guardian, mother-in-law or father-in-law, grandparents, and grandchildren. To receive such pay, the employee must return to work, unless notified of a layoff during the leave. Further time off without pay may be granted by mutual agreement between the Employer and the employee. It is understood the Employer may ask for documentation for verification purposes.
- 21.03 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.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

- 22.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 4 as the agents through which employees will process their grievances and receive settlement thereof.
- 22.02 a) "Grievance" will mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretations, application, administration or alleged violation of this Agreement.
- b) A "Group Grievance" is defined as a single grievance 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) 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 a CLAC Representative, or in the case of an Employer’s Policy Grievance, by the Employer or his representative.
- d) The grievance referred to above will identify:
  - i) the facts giving rise to the grievance;
  - ii) the section or sections of the Agreement claimed violated;
  - iii) the relief requested.

22.03 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 to extend the time limits.

22.04 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. This is a mandatory time limit. The limitation period will not apply to true Policy Grievances.

- b) If the Employer does decide to process a grievance which has been presented late, the Employer will not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No employee will have a grievance until he has discussed his complaint with their immediate Supervisor or Senior Management where reasonably possible. If the employee's Supervisor does not promptly settle the matter to the employee's satisfaction the employee's proper grievance may be processed as follows:

#### Step 1

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

#### Step 2

If the grievance is not settled in Step 1, a Union representative will within five (5) work days of the decision under Step 1, or within seven (7) 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 to the designated Employer representative. The Employer will notify the Steward or Union Representative of his decision in writing within five (5) work days of such meeting.

### Step 3

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Steward or Union Representative but not thereafter.

## 22.06 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 22.05 hereof. The Employer or the Union, as the case may be, will give its written decision within seven (7) work days after such meeting has been held.
- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision

and the arbitration section of this Agreement will be followed

## **ARTICLE 23 - ARBITRATION**

- 23.01 If a notice of desire to arbitrate is served, the two parties will 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 will attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven days of their appointment, either party may request the Provincial Minister of Employment, Immigration and Industry (Mediation Services) to appoint an impartial Chairman.
- 23.02 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 23.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing will be deemed to be the date of service.
- 23.05 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the grievance and his decision will be final and binding upon both parties.

- 23.06 It is agreed that the Arbitration Board will have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 23.08 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which, in its opinion, is just and equitable. This clause will not apply to the discharge of a probationary employee.
- 23.09 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.
- 23.10 The Board of Arbitration will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof

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

### **24.01 Progressive Discipline**

Progressive discipline is a process for dealing with job-related behavior 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.

24.02 Levels of discipline may include verbal warnings, written warnings, suspension and discharge. Verbal warnings should be recorded in writing.

24.03 A job Steward will be present for all disciplinary meetings. When a Steward is not available, the employee will be given the option to choose another employee to be present. If the employee does not choose another employee, the Employer may choose another employee to be present.

24.04 When the action 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 provide access to disciplinary documents to the Steward and the Union.

- 24.05 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.
- 24.06 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) work days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, by-passing the grievance procedure.
- 24.07 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 as determined by both the Employer and the Union

## **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 fifteenth (15<sup>th</sup>) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working 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, Permit dues, the Health and Welfare plan, the Retirement plans and 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 Permit dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust

on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union Provincial Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues Administration dues and Permit dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

## **ARTICLE 26 - COLLECTIVE AGREEMENT AMENDMENTS**

26.01 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 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.

## 26.02 Pre-Job Conferences

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

## **ARTICLE 27: DURATION**

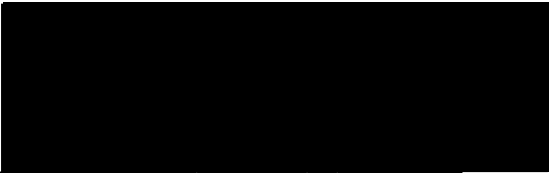
- 27.01 This Agreement will be effective on the first (1<sup>st</sup>) day of March, two thousand and sixteen (2016) and will remain in effect until the 31<sup>st</sup> day of January two thousand and eighteen (2018), and for further periods of one (1) year unless notice will be given by either party 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) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.
- 27.02 Should negotiations not be completed prior to the expiration date of this Agreement, all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement.

27.03 Until a new agreement has been concluded, all provisions in this Collective Agreement will remain in full force and effect.

DATED at Edmonton, Alberta, this 22nd day of March, 2016.

**Signed on behalf of:  
Cornerstone Industrial**

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

Per   
Authorized Representative

Per   
Authorized Representative

Per   
Authorized Representative

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

## SCHEDULE "A" – CLASSIFICATIONS AND WAGES

**Cornerstone Industrial Ltd.  
 Schedule "A" - General Alberta  
 Classification and Hourly Wages  
 As of March 1, 2016**

Journey Person Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total
			H & W	RSP	Pension	Additional Pension*	EF/AF	TTF	ES	
			\$1.62	4%	2%	2%	\$0.08	\$0.15	\$0.10	
Carpenter	\$40.00	\$4.00	\$1.62	\$1.60	\$0.80	\$0.80	\$0.08	\$0.15	\$0.10	\$49.15
Scaffolder	\$40.00	\$4.00	\$1.62	\$1.60	\$0.80	\$0.80	\$0.08	\$0.15	\$0.10	\$49.15
Insulator	\$38.00	\$3.80	\$1.62	\$1.52	\$0.76	\$0.76	\$0.08	\$0.15	\$0.10	\$46.79
Plasterer	\$40.00	\$4.00	\$1.62	\$1.60	\$0.80	\$0.80	\$0.08	\$0.15	\$0.10	\$49.15
Equipment Operator 1	\$40.00	\$4.00	\$1.62	\$1.60	\$0.80	\$0.80	\$0.08	\$0.15	\$0.10	\$49.15
Equipment Operator 2	\$35.79	\$3.58	\$1.62	\$1.43	\$0.72	\$0.72	\$0.08	\$0.15	\$0.10	\$44.19
Equipment Operator 3	\$31.58	\$3.16	\$1.62	\$1.26	\$0.63	\$0.63	\$0.08	\$0.15	\$0.10	\$39.21

Apprenticeship Classification			Base Wage	Vac Stat 10%	Employer Contributions							Total
					H & W	RSP	Pension	Additional Pension*	EF/AF	TTF	ES	
					\$ 1.62	4%	2%	2%	\$ 0.08	\$ 0.15	\$0.10	
Carpenter	1st year	60%	\$24.00	\$2.40	\$1.62	\$0.96	\$0.48	\$0.48	\$0.08	\$0.15	\$0.10	\$30.27
	2nd year	70%	\$28.00	\$2.80	\$1.62	\$1.12	\$0.56	\$0.56	\$0.08	\$0.15	\$0.10	\$34.99
	3rd year	80%	\$32.00	\$3.20	\$1.62	\$1.28	\$0.64	\$0.64	\$0.08	\$0.15	\$0.10	\$39.71
	4th year	90%	\$36.00	\$3.60	\$1.62	\$1.44	\$0.72	\$0.72	\$0.08	\$0.15	\$0.10	\$44.43
Scaffolder - CLAC/SIA Program												
Scaffolder - CLAC/SIA Program	1st year	60%	\$24.00	\$2.40	\$1.62	\$0.96	\$0.48	\$0.48	\$0.08	\$0.15	\$0.10	\$30.27
	2nd year	70%	\$28.00	\$2.80	\$1.62	\$1.12	\$0.56	\$0.56	\$0.08	\$0.15	\$0.10	\$34.99
	3rd year	80%	\$32.00	\$3.20	\$1.62	\$1.28	\$0.64	\$0.64	\$0.08	\$0.15	\$0.10	\$39.71
Insulator - 3 year program												
Insulator - 3 year program	1st year	60%	\$22.80	\$2.28	\$1.62	\$0.91	\$0.46	\$0.46	\$0.08	\$0.15	\$0.10	\$28.85
	2nd year	70%	\$26.60	\$2.66	\$1.62	\$1.06	\$0.53	\$0.53	\$0.08	\$0.15	\$0.10	\$33.34
	3rd year	80%	\$30.40	\$3.04	\$1.62	\$1.22	\$0.61	\$0.61	\$0.08	\$0.15	\$0.10	\$37.82
Insulator - 4 year program												
Insulator - 4 year program	1st year	60%	\$22.80	\$2.28	\$1.62	\$0.91	\$0.46	\$0.46	\$0.08	\$0.15	\$0.10	\$28.85
	2nd year	70%	\$26.60	\$2.66	\$1.62	\$1.06	\$0.53	\$0.53	\$0.08	\$0.15	\$0.10	\$33.34
	3rd year	80%	\$30.40	\$3.04	\$1.62	\$1.22	\$0.61	\$0.61	\$0.08	\$0.15	\$0.10	\$37.82
	4th year	90%	\$34.20	\$3.42	\$1.62	\$1.37	\$0.68	\$0.68	\$0.08	\$0.15	\$0.10	\$42.30
Plasterer Trainee												
Plasterer	Trainee	60%	\$24.00	\$2.40	\$1.62	\$0.96	\$0.48	\$0.48	\$0.08	\$0.15	\$0.10	\$30.27
	1st year	70%	\$28.00	\$2.80	\$1.62	\$1.12	\$0.56	\$0.56	\$0.08	\$0.15	\$0.10	\$34.99
	2nd year	80%	\$32.00	\$3.20	\$1.62	\$1.28	\$0.64	\$0.64	\$0.08	\$0.15	\$0.10	\$39.71
	3rd year	90%	\$36.00	\$3.60	\$1.62	\$1.44	\$0.72	\$0.72	\$0.08	\$0.15	\$0.10	\$44.43

**Cornerstone Industrial Ltd.  
 Schedule "A" - Fort McMurray  
 Classification and Hourly Wages  
 As of March 1, 2016**

Journey Person Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total
			H &W	RSP	Pension	Additional Pension*	EF/AF	TTF	ES	
			\$1.62	4%	2%	2%	\$0.08	\$0.15	\$0.10	
Carpenter	\$41.80	\$4.18	\$1.62	\$1.67	\$0.84	\$0.84	\$0.08	\$0.15	\$0.10	\$51.28
Scaffolder	\$41.80	\$4.18	\$1.62	\$1.67	\$0.84	\$0.84	\$0.08	\$0.15	\$0.10	\$51.28
Insulator	\$39.71	\$3.97	\$1.62	\$1.59	\$0.79	\$0.79	\$0.08	\$0.15	\$0.10	\$48.81
Plasterer	\$41.80	\$4.18	\$1.62	\$1.67	\$0.84	\$0.84	\$0.08	\$0.15	\$0.10	\$51.28
Equipment Operator 1	\$41.80	\$4.18	\$1.62	\$1.67	\$0.84	\$0.84	\$0.08	\$0.15	\$0.10	\$51.28
Equipment Operator 2	\$37.39	\$3.74	\$1.62	\$1.50	\$0.75	\$0.75	\$0.08	\$0.15	\$0.10	\$46.07
Equipment Operator 3	\$33.00	\$3.30	\$1.62	\$1.32	\$0.66	\$0.66	\$0.08	\$0.15	\$0.10	\$40.89

Apprenticeship Classification			Base Wage	Vac Stat 10%	Employer Contributions							Total
					H &W	RSP	Pension	Additional Pension*	EF/AF	TTF	ES	
					\$ 1.62	4%	2%	2%	\$ 0.08	\$ 0.15	\$0.10	
Carpenter	1st year	60%	\$25.08	\$2.51	\$1.62	\$1.00	\$0.50	\$0.50	\$0.08	\$0.15	\$0.10	\$31.54
	2nd year	70%	\$29.26	\$2.93	\$1.62	\$1.17	\$0.59	\$0.59	\$0.08	\$0.15	\$0.10	\$36.48
	3rd year	80%	\$33.44	\$3.34	\$1.62	\$1.34	\$0.67	\$0.67	\$0.08	\$0.15	\$0.10	\$41.41
	4th year	90%	\$37.62	\$3.76	\$1.62	\$1.50	\$0.75	\$0.75	\$0.08	\$0.15	\$0.10	\$46.34
Scaffolder - CLAC/SIA Program												
Scaffolder	1st year	60%	\$25.08	\$2.51	\$1.62	\$1.00	\$0.50	\$0.50	\$0.08	\$0.15	\$0.10	\$31.54
	2nd year	70%	\$29.26	\$2.93	\$1.62	\$1.17	\$0.59	\$0.59	\$0.08	\$0.15	\$0.10	\$36.48
	3rd year	80%	\$33.44	\$3.34	\$1.62	\$1.34	\$0.67	\$0.67	\$0.08	\$0.15	\$0.10	\$41.41
Insulator - 3 year program												
Insulator	1st year	60%	\$23.83	\$2.38	\$1.62	\$0.95	\$0.48	\$0.48	\$0.08	\$0.15	\$0.10	\$30.06
	2nd year	70%	\$27.80	\$2.78	\$1.62	\$1.11	\$0.56	\$0.56	\$0.08	\$0.15	\$0.10	\$34.75
	3rd year	80%	\$31.77	\$3.18	\$1.62	\$1.27	\$0.64	\$0.64	\$0.08	\$0.15	\$0.10	\$39.44
Insulator - 4 year program												
Insulator	1st year	60%	\$23.83	\$2.38	\$1.62	\$0.95	\$0.48	\$0.48	\$0.08	\$0.15	\$0.10	\$30.06
	2nd year	70%	\$27.80	\$2.78	\$1.62	\$1.11	\$0.56	\$0.56	\$0.08	\$0.15	\$0.10	\$34.75
	3rd year	80%	\$31.77	\$3.18	\$1.62	\$1.27	\$0.64	\$0.64	\$0.08	\$0.15	\$0.10	\$39.44
	4th year	90%	\$35.74	\$3.57	\$1.62	\$1.43	\$0.71	\$0.71	\$0.08	\$0.15	\$0.10	\$44.12
Plasterer Trainee												
Plasterer	1st year	70%	\$29.26	\$2.93	\$1.62	\$1.17	\$0.59	\$0.59	\$0.08	\$0.15	\$0.10	\$36.48
	2nd year	80%	\$33.44	\$3.34	\$1.62	\$1.34	\$0.67	\$0.67	\$0.08	\$0.15	\$0.10	\$41.41
	3rd year	90%	\$37.62	\$3.76	\$1.62	\$1.50	\$0.75	\$0.75	\$0.08	\$0.15	\$0.10	\$46.34

## Wage Schedule Notes:

### 1. Premiums to be added to the employees' base wage rate.

Leadhand	7.5%	of the employees base wage rate
Foreman	15%	of the employees base wage rate

### Steward's Premium

Steward	\$0.50/hour
Steward w/ Tool Box 1	\$0.75/hour
Steward w/ Tool Box 2	\$1.00/hour
Steward w/ Tool Box 3	\$1.25/hour
Chief Steward w/ Tool Box 1	\$1.50/hour
Chief Steward w/ Tool Box 2	\$1.75/hour
Chief Steward w/ Tool Box 3	\$2.00/hour

### 2. Premiums not added to base wage rate

Night Shift	\$2.00/hr (paid for all hours when majority of shift falls between 6PM and 6AM)
-------------	---

First Aid Ticket w/CPR \$0.25/hr

Dual Ticket \$2.00/hr (a Journey Person scaffolding ticket and Journey Person insulating ticket and hired with the intent to use both tickets or performs both tasks)

### 3. Apprentices and Trainees

#### Scaffolders:

Cornerstone requires a scaffolder to have proven SAIA competency at the appropriate level before advancing to the next level. Scaffolders must register as an SAIA Scaffolder, and then proceed with proving competency. SAIA registration can be done through the CLAC training centre in cooperation with the Company. SAIA courses and course challenges can be arranged through the CLAC Training Centre in Edmonton.

#### Operators:

It is up to the Management of the Company to determine at which operator level (1, 2 or 3) individual operators are classified.

Individuals that are deemed competent, have all required tickets and have at least 6,000 provable hours as an operator will receive the Operator 1 wage rate.

#### Apprentice Plasterer Classification:

Trainee	Up to 500 hours employed in the trade
1st year	501-2000 hours employed in the trade
2nd year	2001-3500 hours employed in the trade
3rd year	3501-5000 hours employed in the trade
Journeyman	After 5000 hours employed in the trade

#### Wage Review:

The parties agree that the wage rates in Schedules "A" are subject to negotiation. These negotiations will take place prior to September 4, 2016. If the parties do not conclude an agreement before that time, all terms and conditions will be retroactive to the aforementioned date once the parties have come to an agreement. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this agreement.

## **APPENDIX A – Tool Lists as noted in Article 19.03**

### **Scaffolder Tool List**

- A. Crescent Wrench
- B. Hammer
- C. Tool Pouch
- D. Measuring Tape
- E. Torpedo Level
- F. Pliers

### **Insulator Tool List**

- A. Tape Measure (16' Circumference)
- B. 6" Knife
- C. Tremel Points (j-man)
- D. Dividers (6", 8", 12")
- E. Scratch Awl
- F. Metal Banders (Tighteners)
- G. Metal Masters (Reds, Greens, Bull Snips)
- H. Combination Square
- I. Hand Saw, Wallboard Saw
- J. Cordless Drill
- K. Screw Drivers
- L. Tining Hammer
- M. Nippers

## **SCHEDULE "B" - OUTLINE OF INSURANCE COVERAGE FOR GOLD PLUS PLAN**

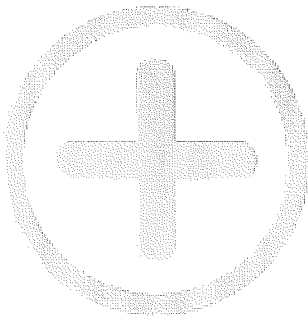
*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).*

- \$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 (1<sup>st</sup>) day of accident or hospitalization, and the fourteenth (14<sup>th</sup>) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$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**

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

# WE'RE COMMITTED TO YOU



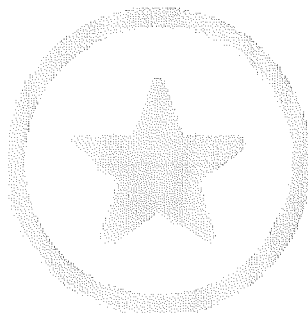
## **Positive Work-Life**

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.

**CORNERSTONE INDUSTRIAL LTD.**

6711 59 St. NW

Edmonton, AB T6B 3P8

Telephone: (780) 466-2865

Facsimile: (780) 465-3456

**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**

1-888-700-7555

**CLAC BENEFITS**

1-888-600-2522

**CLAC JOBS**

1-877-863-5154