



Kiewit



COLLECTIVE AGREEMENT

BETWEEN

KIEWIT CONSTRUCTION CANADA CO.

AND

**CONSTRUCTION WORKERS UNION,
CLAC LOCAL 63**

DURATION: FEBRUARY 1, 2016 – JANUARY 31, 2018

INDEX

<u>TOPIC</u>	<u>ARTICLE</u>
Arbitration.....	24
Collective Agreement Amendments.....	26
Correction & Progressive Discipline.....	22
Dues and Trust Fund Payments.....	25
Duration.....	27
Education and Training Funds.....	18
Employment Policy and Union Membership.....	6
General Holidays and Holiday Pay.....	12
Grievance Procedure.....	23
Health and Safety Committee.....	15
Health and Welfare Plan.....	16 & Schedule "A"
Hours of Work and Overtime.....	9 & Schedules "A"
Lay-off Procedure.....	10
Leaves of Absence and Bereavement Pay.....	21
Management's Rights.....	3
Protective Equipment.....	20
Purpose.....	1
Recognition.....	2
Retirement Savings Plan (RSP and Pension).....	17
Strikes or Lockouts.....	5
Tools.....	19
Transportation, Travel and Accommodation.....	13
Union Dues.....	7
Union-Management Committee.....	14
Union Representation.....	4
Vacation and Vacation Pay.....	11
Wage and Area Rates of Pay.....	8 & Schedules "A"

COLLECTIVE AGREEMENT

BETWEEN:

KIEWIT CONSTRUCTION CANADA CO.
("the Employer")

-and-

**CONSTRUCTION WORKERS UNION,
CLAC LOCAL 63**
("the Union")

Duration: February 1, 2016 to January 31, 2018

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 discipline, transfer and lay-off of employees;
 - (e) To establish a system based on merit and performance for the promotion of employees; and
 - (f) 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;

- (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, and as defined in the following Alberta Labour Relations Board (“ALRB”) certificates:

436-2015	Roadbuilding and Heavy Construction Teamsters
437-2015	Roadbuilding and Heavy Construction Labourers
438-2015	Roadbuilding and Heavy Construction Operating Engineers
439-2015	General Construction Cement Masons
440-2015	General Construction Carpenters
433-2015	General Construction Electricians
434-2015	General Construction Operating Engineers
435-2015	General Construction Plumbers and Pipefitters

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 Schedule “A” as appropriate to the work attached hereto and made part hereof.

- 2.02 This Agreement covers all employees of the Employer working in the Province of Alberta when employed in General Construction as Carpenter, Cement Mason, Electrician, Heavy Duty Mechanic, Machinist, Operating Engineer, Pipefitter, Plumber and Scaffolder; and when employed in Roadbuilding and Heavy Construction as Labourers, Heavy Duty Mechanic, Machinist, Serviceperson, Surveyor, Warehouse Person, Welder, Operating Engineers and Teamsters; and their Apprentices and their Foreman, save and except Supervisors, Managerial, Office and Clerical Personnel.
- 2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by the

mutual agreement in writing of the parties with the exception that the scope of this Agreement will also automatically apply to employees employed in other trades from and after the day that certification is obtained by the Union for that trade from the ALRB. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

ARTICLE 3: MANAGEMENT'S RIGHTS

- 3.01 Subject to the terms of this Agreement, the Employer's rights include the right to:
- (a) Maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and terminate 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 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 Schedule “A”. The Union will advise the Employer in writing 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 the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld. The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.
- (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 Agreement and wage and benefit reviews 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 Employment Policy

(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 hired on a three (3) calendar month probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the 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 layoff 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.

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", 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 such wage rates 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 pay at the employee's prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.
- (b) In the case of accommodations, written notification will be posted in a predetermined location one hour prior to the employee's usual departure.
- (c) In the case of camp accommodations with Employer provided transportation, employee who are not notified prior to transportation departure from camp will receive two (2) hours pay at the employee's 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 pay at their prevailing hourly rate. If work is suspended because of reasons completely beyond the control of the Employer, excluding weather, the employee will receive a minimum of two (2) hours at their prevailing hourly rate. The employee will continue to receive their full accommodation allowance if and

when applicable.

- 8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.
- 8.06 If the shortage of work is for a period longer than the day outlined in Article 8.05 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-four (44) 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-four (44) hours per week.
- 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-six (36) 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) coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.
 - (b) Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked.
 - (c) Employees will receive a fifteen (15) minute coffee break at the start of (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day. (A coffee break shall 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 hourly rate.

- (e) Employees not scheduled in advance to work over twelve (12) hours in a day will be provided a meal by the Employer. In the case of camp accommodations, access to the dining hall for an appropriate meal will be considered as Employer provided meal for the purposes of this Article.
- (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.

ARTICLE 10: LAY-OFF PROCEDURE

10.01 The Employer will give the employee and the Steward four (4) hours' notice of layoff. Four (4) hours pay may be given in lieu of notice.

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 that where an employee is laid off while at home, on their turnaround, the employee will receive four (4) hours 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 regular hours worked as vacation pay.

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 base hourly rate for all regular hours worked in lieu of the following holidays:

- (a) 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.
 - (b) Upon mutual agreement between the Employer and the Union, the Employer may designate the holiday to a different day 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 on each pay period.

ARTICLE 13: TRANSPORTATION, TRAVEL AND ACCOMODATION

13.01

- (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 centre of Edmonton and 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, the parties agree to schedule Union-Management meetings 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 termination 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 Article 15.06 (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 COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), "Canadian Model Version 5.0 effective October 8, 2014" (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 Schedule "A" for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.

16.02 Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

16.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

16.04 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" and "B" 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 The parties may agree to amend the Health and Welfare amount in schedules "A" for specific project at the pre-job conference as per Article 26 of this Agreement.

ARTICLE 17: RETIREMENT SAVINGS PLANS

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 (the RSP Plan) for each employee, for each hour worked.

- (b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the employer.
- (c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Schedule "A". Employees shall be permitted to change their additional voluntary RSP contribution amount once per calendar year.
- (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 (the Pension Plan), governed by the CLAC Pension Plan Board of Trustees, for each employee, Each employee shall contribute a matching amount to the Pension Plan for each hour worked, via payroll deduction.
- (b) Any employee who completes the CLAC Pension Plan Participation Opt Out Form on file with the Employer may opt out of the Pension Plan participation and forego the Employer's contribution. Employees who opt out may be required to wait up to one (1) year before the Employer can be required to reactivate matching contributions and deductions. The Employer, in consultation with the Union, will establish dates on which employees who have opted out of the program may reapply. These dates will be defined in the Opt Out Form.
- (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 Schedules "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. Employees shall be permitted to change their additional voluntary Pension contribution amount once per calendar year.
- (e) Employer and employee voluntary contributions will be recorded separately on the remittance.
- (f) In the event that a remittance has not been received by the Union by the date set out in Article 25, the Employer is responsible to compensate the 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.

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

17.03 Retirement Plan Contribution Details

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

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

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 Schedule "A" to the Union Education Fund.

18.02 Apprenticeship Training Funds

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

ARTICLE 19: TOOLS

19.01 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.

19.04 The Employer agrees to replace broken employee-supplied tools with an equivalent tool provided the tool is listed as per Article 19.03. The Employer and employee will inspect and verify the employee-supplied tools at point of hire.

ARTICLE 20: PROTECTIVE EQUIPMENT

20.01 All employees will wear safety hats to be made available by the Employer.

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

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

20.04 Prescription Safety Eyewear

(a) 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.

- (b) The employee must have worked 1200 hours with the Employer within the past 24 months 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) Union business, other than the establishment of this Agreement;
- (d) Death of a family member not outlined in Article 21.02
- (e) Birth or adoption of the employee's child
- (f) Job related training; or
- (g) Other personal reasons as approved by the Employer

21.02 An employee will be granted a three (3) day leave of absence with pay, at the employee's regular straight time hourly rate (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. Upon return to work, the employee will be required to provide the Employer with proof of funeral attendance.

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
 - (i) 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
 - (i) 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
 - (i) 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
- (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 Union 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 termination, 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 grievers 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 a 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 the Employer does consider or process a grievance which has been presented late, the Employer 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 the employee has discussed the complaint with their Supervisor. If the employee's Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.04, 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 in 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 griever involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written grievance to the designated Employer representative. The Employer will notify the Steward or Union Representative 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 Steward or Union Representative.

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 griever. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written grievance and will take place within the framework of Step 3 of Article 23.06 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) 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 24.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the grievance and their decision 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 23 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 24.07 An employee found to be wrongfully terminated 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 termination or suspension, the Arbitration Board may substitute a penalty, which, in its opinion, is just and equitable. This cause shall not apply to the termination 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 plan, excluding any costs the Employer incurs defending such claims.

25.06 The Employer will, and will be deemed to, keep all Union dues, Administration dues and/or Permit dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union Provincial Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues, Administration dues, 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 first day (1st) day of February, two thousand and sixteen (2016) and will remain in effect until the thirty first (31st) 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. Until a new Agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

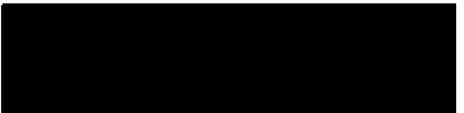
DATED at Fort McMurray, Alberta, this 20th day of October, 2016


Signed on behalf of
KIEWIT CONSTRUCTION CANADA CO.


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

Per 
Authorized Representative

Per 
Authorized Representative

Per 
Authorized Representative

Per 
Authorized Representative

Per 
Authorized Representative

Per _____
Authorized Representative

**Schedule "A" General Alberta Excluding Wood Buffalo
Road Building and Heavy Construction
Classification and Hourly Wages
As of March 1st 2016**

Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H&W \$1.47	RSP 3%	Pension 2%*	Pension 1%*	EF \$0.06	GTF \$0.07	
Blaster	\$33.00	\$3.30	\$1.47	\$0.99	\$0.66	\$0.33	\$0.06	\$0.07	\$39.88
Carpenter	\$33.00	\$3.30	\$1.47	\$0.99	\$0.66	\$0.33	\$0.06	\$0.07	\$39.88
Concert Finisher	\$31.50	\$3.15	\$1.47	\$0.95	\$0.63	\$0.32	\$0.06	\$0.07	\$38.15
Formsetter	\$28.50	\$2.85	\$1.47	\$0.86	\$0.57	\$0.29	\$0.06	\$0.07	\$34.67
Crane Operator 0-50 T	\$34.75	\$3.48	\$1.47	\$1.04	\$0.70	\$0.35	\$0.06	\$0.07	\$41.92
Crane Operator 51-149 T	\$36.00	\$3.60	\$1.47	\$1.08	\$0.72	\$0.36	\$0.06	\$0.07	\$43.36
Crane Operator 150T+ T	\$38.00	\$3.80	\$1.47	\$1.14	\$0.76	\$0.38	\$0.06	\$0.07	\$45.68
Electrician	\$34.75	\$3.48	\$1.47	\$1.04	\$0.70	\$0.35	\$0.06	\$0.07	\$41.92
Equipment Operator #1	\$33.00	\$3.30	\$1.47	\$0.99	\$0.66	\$0.33	\$0.06	\$0.07	\$39.88
Equipment Operator #2	\$30.00	\$3.00	\$1.47	\$0.90	\$0.60	\$0.30	\$0.06	\$0.07	\$36.40
Equipment Operator #3	\$28.50	\$2.85	\$1.47	\$0.86	\$0.57	\$0.29	\$0.06	\$0.07	\$34.67
Equipment Operator #4	\$27.00	\$2.70	\$1.47	\$0.81	\$0.54	\$0.27	\$0.06	\$0.07	\$32.92
Labourer - Entry Level	\$16.00	\$1.60	\$1.47	\$0.48	\$0.32	\$0.16	\$0.06	\$0.07	\$20.16
Labourer - Intermediate	\$17.50	\$1.75	\$1.47	\$0.53	\$0.35	\$0.18	\$0.06	\$0.07	\$21.91
Labourer - Skilled	\$19.50	\$1.95	\$1.47	\$0.59	\$0.39	\$0.20	\$0.06	\$0.07	\$24.23
Labourer - Senior	\$22.00	\$2.20	\$1.47	\$0.66	\$0.44	\$0.22	\$0.06	\$0.07	\$27.12
Mechanic Heavy Duty	\$34.75	\$3.48	\$1.47	\$1.04	\$0.70	\$0.35	\$0.06	\$0.07	\$41.92
Serviceman - Junior	\$28.50	\$2.85	\$1.47	\$0.86	\$0.57	\$0.29	\$0.06	\$0.07	\$34.67
Serviceman - Senior	\$34.50	\$3.45	\$1.47	\$1.04	\$0.69	\$0.35	\$0.06	\$0.07	\$41.63
Surveyor - Assistant	\$19.50	\$1.95	\$1.47	\$0.59	\$0.39	\$0.20	\$0.06	\$0.07	\$24.23
Surveyor - Rodman	\$27.00	\$2.70	\$1.47	\$0.81	\$0.54	\$0.27	\$0.06	\$0.07	\$32.92
Surveyor	\$31.50	\$3.15	\$1.47	\$0.95	\$0.63	\$0.32	\$0.06	\$0.07	\$38.15
Surveyor - Party Chief	\$33.00	\$3.30	\$1.47	\$0.99	\$0.66	\$0.33	\$0.06	\$0.07	\$39.88
Welder	\$33.00	\$3.30	\$1.47	\$0.99	\$0.66	\$0.33	\$0.06	\$0.07	\$39.88
Warehouse Person - Junior	\$22.00	\$2.20	\$1.47	\$0.66	\$0.44	\$0.22	\$0.06	\$0.07	\$27.12
Warehouse Person - Senior	\$27.00	\$2.70	\$1.47	\$0.81	\$0.54	\$0.27	\$0.06	\$0.07	\$32.92

* Automatic Matching Pension as per Article 17 Employees may opt-out.

**Schedule "A" General Alberta Excluding Wood Buffalo
Road Building and Heavy Construction
Classification and Hourly Wages - Apprenticeship Rates
As of March 1st 2016**

Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total	
			H&W \$1.47	RSP 3%	Pension 2%	Pension 1%*	EF/AF \$0.08	TTF \$0.10		
Apprentice - Carpenter										
1st year (60%)	\$19.80	\$1.98	\$1.47	\$0.59	\$0.40	\$0.20	\$0.06	\$0.07	\$24.57	
2nd year (70%)	\$23.10	\$2.31	\$1.47	\$0.69	\$0.46	\$0.23	\$0.06	\$0.07	\$28.39	
3rd year (80%)	\$26.40	\$2.64	\$1.47	\$0.79	\$0.53	\$0.26	\$0.06	\$0.07	\$32.22	
4th year (90%)	\$29.70	\$2.97	\$1.47	\$0.89	\$0.59	\$0.30	\$0.06	\$0.07	\$36.05	
Apprentice - Concrete Finisher										
1st year (70%)	\$22.05	\$2.21	\$1.47	\$0.66	\$0.44	\$0.22	\$0.06	\$0.07	\$27.18	
2nd year (80%)	\$25.20	\$2.52	\$1.47	\$0.76	\$0.50	\$0.25	\$0.06	\$0.07	\$30.83	
3rd year (90%)	\$28.35	\$2.84	\$1.47	\$0.85	\$0.57	\$0.28	\$0.06	\$0.07	\$34.49	
Apprentice - Electrician										
1st year (60%)	\$20.85	\$2.09	\$1.47	\$0.63	\$0.42	\$0.21	\$0.06	\$0.07	\$25.80	
2nd year (70%)	\$24.33	\$2.43	\$1.47	\$0.73	\$0.49	\$0.24	\$0.06	\$0.07	\$29.82	
3rd year (80%)	\$27.80	\$2.78	\$1.47	\$0.83	\$0.56	\$0.28	\$0.06	\$0.07	\$33.85	
4th year (90%)	\$31.28	\$3.13	\$1.47	\$0.94	\$0.63	\$0.31	\$0.06	\$0.07	\$37.89	
Apprentice - H.D. Mechanic										
1st year (60%)	\$20.85	\$2.09	\$1.47	\$0.63	\$0.42	\$0.21	\$0.06	\$0.07	\$25.80	
2nd year (70%)	\$24.33	\$2.43	\$1.47	\$0.73	\$0.49	\$0.24	\$0.06	\$0.07	\$29.82	
3rd year (80%)	\$27.80	\$2.78	\$1.47	\$0.83	\$0.56	\$0.28	\$0.06	\$0.07	\$33.85	
4th year (90%)	\$31.28	\$3.13	\$1.47	\$0.94	\$0.63	\$0.31	\$0.06	\$0.07	\$37.89	
Apprentice - Welder										
1st year (70%)	\$23.10	\$2.31	\$3.47	\$0.69	\$0.46	\$0.23	\$0.06	\$0.07	\$30.39	
2nd year (80%)	\$26.40	\$2.64	\$4.47	\$0.79	\$0.53	\$0.26	\$0.06	\$0.07	\$35.22	
3rd year (90%)	\$29.70	\$2.97	\$5.47	\$0.89	\$0.59	\$0.30	\$0.06	\$0.07	\$40.05	

* Automatic Matching Pension as per Article 17 Employees may opt-out.

Schedule “A” Notes:

1) Premiums:

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

Foreman	10%	of the highest paid classification supervised
Leadhand	5%	of the highest paid classification supervised
Steward	\$1.00	per hour
Steward w/ Tool Box 1	\$1.25	per hour
Steward w/ Tool Box 2	\$1.50	per hour
Steward w/ Tool Box 3	\$1.75	per hour
Chief Steward w/ Tool Box 2	\$2.50	per hour
Chief Steward w/ Tool Box 3	\$3.00	per hour

b)

Night Shift	\$1.75	per hour (majority of hours between 17:00 and 8:00)
Field Mechanics	\$1.00	per hour per hour (when the employee is in possession and using two or more journeyman tickets, these tickets must appear in the attached classification table)
Multiple Tickets	\$1.00	

2) Rig Rate and Sub Contractor Provisions:

- a) 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.
- b) Rig welders must supply their own flame/ spark resistant clothing (i.e. Leathers)
- c) The wage rate is to be negotiated between the Employer and Union at a pre-job conference as per Article 26.
- d) All subcontractors are required to remit to the Union, such dues as prescribed by the Union.
- e) 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.

Schedule "A" Notes (continued):

3) Operator Classifications

Operators shall be paid the appropriate classification when fifty (50) percent of the time is spent operating the following equipment. The percentage shall be determined based on hours worked over a fourteen (14) day period. Once attaining a higher classification the rate will apply on all work regardless of equipment being operated. The Employer may at their discretion pay an employee in a higher classification.

a) Equipment Operator #1

- Equipment over 200 tons
- D-11

b) Equipment Operator #2

- Equipment between 120 tons and 199 tons
- D-9, D-10
- Finish Dozer
- Finish Grader
- Finish Excavator
- 24M Grader
- 980 Loader (or greater)

c) Equipment Operator #3

- Equipment between 90 tons and 120 tons
- D-6 to D-8
- 40 to 45 Ton Excavator
- 777, 793
- 16M Grader
- 938 to 966 Loader

d) Equipment Operator #4

- Equipment under 90 tons
- 30-40T Rock Trucks
- Small Water Trucks
- Excavator (less than 40T)
- Small Dozer

Schedule "A" Notes (continued):

4) Wage Review

- a) On or before January 1st 2017 the Parties to this Agreement will meet to conduct a Wage and Benefit review.
- b) A wage and benefit review will consist of reviewing the following items listed in Schedule "A":
 - Wage Rates
 - Health and Welfare Premiums
 - Vacation pay
 - RSP and Pension Amounts
 - Classifications
 - Premiums
- c) 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

KIEWIT CONSTRUCTION CANADA CO.

11211-215 St

Edmonton, AB T5S 2B2

T: 780-447-3509

F: 780-447-3202

www.kiewit.ca/western

**CONSTRUCTION WORKERS UNION,
CLAC LOCAL 63**

EDMONTON

CLAC MEMBER CENTRE

T: 780-454-6181

TF: 877-863-5154

F: 780-451-3976

edmonton@clac.ca

FORT MCMURRAY

CLAC MEMBER CENTRE

T: 780-792-5292

TF: 877-792-5292

F: 780-791-9711

fortmcmurray@clac.ca

CALGARY

CLAC MEMBER CENTRE

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