

Pretium Site  
Project Specific  
Labour Agreement

PROJECT SPECIFIC LABOUR AGREEMENT  
Pretium Site

This Project Specific Labour Agreement (the “Agreement”) is entered into by and between:



**CONSTRUCTION MAINTENANCE  
AND ALLIED WORKERS**

(hereafter “the Union”)

AND

**ATCO**

(hereafter “the Employer”)

**April 1, 2021 – December 31, 2021**

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## **ARTICLE 1            OBJECTIVES**

The objectives of the Employer and the Union (collectively referred to as “the Parties”) under this Agreement are to: provide fair and reasonable working conditions and job security for Employees (as defined below) hired by the Employer to work on the modular units installed by the Employer for the Pretium camps (“the Project”), promote harmonious employment relationships between the Employer and Employees, provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement, prevent strikes and lockouts, enable the skills of both the Employer and Employees to operate to the end that the Employer is able to meet it’s contractual requirements including but not limited to schedule, quality, safety and environmental requirements; avoid unnecessary expenses and delays, and promote good public relations.

## **ARTICLE 2            EFFECTIVE DATE AND DURATION**

**2.100**            This Agreement shall be for the period from and including April 1, 2021, to and including December 31, 2021, and from year to year thereafter subject to the right of either party to this Agreement, within the prescribed time limits within the *Labour Relations Code*, by written notice to require the other party to such Agreement to commence collective bargaining.

**2.200**            Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement or a new collective agreement.

**2.300**            The Parties agree that this Agreement shall apply to the modular buildings on the Project and not to any other work performed on or for the Project (i.e. non-modular work).

**2.400**            The Union acknowledges and agrees that there shall be no strikes, work stoppages, work slowdowns or other disruptive activities engaged in by the Union or by the Employees in respect to the Project. In the event any such disruptive activity occurs, the Union will undertake to act immediately and instruct its Employee members to cease the disruptive activity. For the purposes of this Agreement, the Parties acknowledge and agree that a suspension, termination or stoppage of any part of the Project by Pretium, or any governmental authority, or caused by a natural disaster shall not constitute a work stoppage or disruptive activity by the Union or by the Employees.

- 2.500 The Parties acknowledge and agree that the Project is an “open site” and that non-union personnel, subcontractors, suppliers, and members of other unions, including employees of the Employer who are not members of the Union, are allowed to work and will be working on the site. It is a violation of this Agreement for any Party, or its employees or representatives, to harm or impede harmonious relations on the site or otherwise in respect of the Project.
- 2.600 All employees of the Employer, including Employees to which this Agreement applies, must comply with all health and safety policies, rules and procedures, drug and alcohol testing, site access and security requirements, environmental policies and restrictions, Respect in the Workplace policies including but not limited to violence, harassment (physical, sexual, phycological), discrimination, intimidation, bullying and/or racism, and any other rules or codes of conduct applicable to personnel located on or adjacent to the Project site, including those established or mandated by Pretium.
- 2.700 The Union acknowledges and agrees that employees of the Employer must not engage in any form of violence, harassment (physical, sexual, phycological), discrimination, intimidation, bullying and/or racism or any other disparaging conduct directed at or in relation to any other employee or personnel at the site of the Project.
- 2.800 Any Employee acting in violation of, or not in conformance with, any part of this Article may be subject to immediate removal of the Project site by [Client] or by the Employer.

## **ARTICLE 3            EXTENT**

### **3.100            Work Jurisdiction**

The Employer recognizes the Union as the exclusive Bargaining Agent for all Employees who are members of the Union in their respective trade jurisdictions as defined in Appendix “A” by Voluntary Recognition.

**3.101** This Agreement shall apply in respect of Employees involved in the construction of the Project. The Employer recognizes the Union as the exclusive bargaining agent for the Employees, as defined above. The Parties acknowledge and agree that this Agreement shall not apply to the Employer’s professional, supervisory (Construction Managers, Site Superintendents), project management (project managers, project coordinators, materials/ logistics coordinators) , quality, safety or administrative staff, or to its other employees who are not members of the Union.

### **3.200 Subcontracting**

Any party who engages or contracts with the Employer in respect of the Project, will be bound to this Agreement.

The Parties agree that this Agreement, including this Article, do not apply to the following scopes of work:

- Mechanical
- Electrical
- Fire protection and fire suppression
  - Union to retain jurisdiction on fire caulking, as per past practice between the Parties
- Prefabrication, assembly, and installation of steelworks (ie. Stairs, landings, awnings and metal clad enclosures)
- Suspended ceilings
- Non-wood flooring finishes
  - Clarification: Union to retain jurisdiction on installation of rolled carpet product
- Non-structural roofing
- Metal cladding, eavestrough and downspouts
  - Clarification: CMAW will retain the wall joint/belly band and joint/skirting cladding scope as per typical practice between the Parties
- Specialty services, supply and installation (IT, Kitchen equipment, access control, CCTV)
- Mould abatement and remediation
  - Clarification: Only to be excluded from the Union's jurisdiction in such scenarios in which strict industrial hygiene practices would be required (ie: use of air exchangers, atmospheric testing, negative air environments, and when specialized PPE is required that is not readily available to the Employer)
- Elevator equipment
- Landscaping

## **ARTICLE 4 MONETARY PACKAGE**

### **4.100 Allocation of Monetary Package**

The Union retains the right subject to reasonable notice to reallocate wages to the Pension, Health and Welfare, Training and Administration Funds. The Union will supply a letter on CMAW letterhead providing the request to do so.

### **4.200 Minimum Straight Time Hourly Rates**

**4.201** The schedule of minimum straight time hourly wage rates as provided for within Appendix "A" shall apply to all work performed in accordance with this Agreement.

**4.202** Nothing in this Agreement precludes an Employer from paying above the minimum straight time hourly wage rates as provided.

**4.300 Employee Classifications**

**4.301 Foremen**

- (a) A Foreman shall be defined as an Employee who issues orders or gives direction to other Employees. All direction given to an Employee(s) shall be provided by the Foreman to whom such Employee(s) is regularly assigned.
- (b) The minimum straight time hourly wage rate for a Foreman shall be one hundred and fifteen percent (115%) of the applicable ticketed Journeyman. The rate for a General Foreman shall be one-hundred and twenty-five percent (125%) of the minimum straight time hourly wage of the applicable ticketed Journeyman. In addition to such rate, a Foreman or General Foreman shall also be paid all other premiums (i.e. holiday pay, overtime,) which otherwise apply in accordance with this Agreement.

**4.302 Apprentices**

- (a) All references to Apprentices shall be governed by the Regulations of the Apprenticeship Act excepting wage rates as they affect the respective trade.
- (b) Apprentices shall be paid a percentage of the base ticketed Journeyman rate as follows:

<i>Four Year Schedule</i>		<i>Three Year Schedule</i>		<i>Two Year Schedule</i>	
First Year	- 60%	First Year	- 60%	First Year	- 80%
Second Year	- 70%	Second Year	- 75%	Second Year	- 90%
Third Year	- 80%	Third Year	- 90%		
Fourth Year	- 90%				

- (c) All apprentices employed under the terms of this Agreement shall be members in good standing of the Union.
- (d) The maximum ratio of apprentices to ticketed journeymen on the job will be one apprentice to one ticketed journeyman, unless otherwise required by government legislation. This ratio may be amended by mutual agreement in the Pre-Job Conference or through some other written agreement.

- (e) All apprentices shall work with the tools of the trade and shall be under the supervision of a ticketed journeyman.
- (f) The Employer shall give preference of re-employment to an apprentice following an assigned session of vocational school, if work is available.

#### **4.400 Annual Vacation and Statutory Holidays**

##### **4.401 Vacation Pay and Statutory Holiday Pay**

Annual vacation pay shall be six percent (6%) of gross earnings and statutory holiday pay shall be six percent (6%) of gross earnings. Annual vacation pay and statutory holiday pay shall be combined at the rate of twelve percent (12%) of gross earnings and shall be paid to each Employee on each pay cheque and upon termination of employment. An example of how vacation and stat or holiday pay is calculated is found in Appendix "A".

##### **4.402 Annual Vacation**

An Employee may take up to fifteen workdays of annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the Employee and the Employer.

Employees shall be aware that vacation will not normally be approved within their first two (2) rotations.

Employees shall provide reasonable notice of requested time off, not less than five (5) working days, except in cases of emergency. Days off for family obligations, appointments, or other like purposes shall be considered as vacation days taken.

The Parties agree that failure to obtain advance permission for vacation may result in disciplinary action.

##### **4.403 Statutory Holidays**

- (a) The following statutory holidays shall apply to all work governed by this Agreement.

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at one and one half times (1.5X) the otherwise

applicable straight time hourly wage rate.

**4.500 Employer Contributions**

The schedule of Employer contributions as provided for within Schedule A attached hereto shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of "hours worked".

**4.501 Union Benefit Plan**

(a) The Employer shall contribute the required amount(s) to the Union Benefit Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Appendix "A".

**4.502 Union Pension Plan**

(a) The Employer shall contribute the required amount(s) to the Union Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Appendix A attached hereto.

(b) The required Employer contribution to the Union Pension Plan on behalf of Apprentices shall be the applicable percentage of the required Employer contribution for Journeypersons in accordance with Article 4.302(b).

**4.503 Union Administration and Training Funds**

The Employer shall contribute the required amount(s) to each of the Union Administration and Training Funds in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Appendix A attached hereto.

**4.600 Employee Deductions**

**4.601 Field Dues**

The Employer shall deduct such hourly amount for Field Dues as directed by the Union, and shall forward such deductions to the Union in the manner set forth in Article 5.000.

**4.602 Local Union Check-Off**

The Employer shall deduct such hourly amount for Local Union Check-Off as directed by a Local, and shall forward such deductions to the Local on a monthly basis. Local Union Check-Off shall be deducted from every Employee working on a project located within the Local's geographical jurisdiction who has authorized



such deduction. Notwithstanding the foregoing, a Local retains the right to not require the deduction of Local Union Check-Off.

**4.700 Payment of Wages**

**4.701** The Employer shall, at least every second Friday, pay to each Employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the Employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.

**4.702** The Employer shall pay all monies (eg. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an Employee not later than five (5) business days following termination.

**4.703** The Employer shall provide an electronic itemized statement with each pay, clearly showing the: (i) Employee's name, (ii) number of straight time hours worked and wage rate paid for such hours, (iii) number of overtime hours worked and wage rate paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings.

**4.704** Where an Employee is not paid in accordance with Articles 4.701 and 4.702, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.

**4.705 Payroll Failures**

Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

**ARTICLE 5 MONTHLY REMITTANCES**

The timely remittance of Employer contributions and Employee deductions required in accordance with this Agreement is essential for the protection of the Employees and other beneficiaries.

**5.100 General Provisions**

**5.101** The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees working under the terms of this Agreement. Refer to Appendix A attached hereto.

**5.102** Such Employer remittance shall:

- (a) be made by a single payment, payable to Carpentry Workers' Fund, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
- (b) be accompanied by a correctly completed Monthly Report to the Administrator, and
- (c) be received by the Carpentry Workers' Fund not later than the fifteenth (15th) day of the month following that for which such payments are payable.

## **ARTICLE 6 HOURS OF WORK AND OVERTIME**

### **6.100 Regular Hours**

**6.101** Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.

**6.102** The regular work week shall be between 7:00 am Monday and 3:30 pm Friday, and the regular work day shall be as per the following schedule:

Straight Time:	7:00 am to 11:00 am	4.0 hours
Meal:	11:00 am to 11:30 am	0.0 hours
	11:30 am to 3:30 pm	4.0 hours
	<b>Total Straight Time Hours:</b>	<b>8.0 hours</b>

### **6.103 Starting and Stopping Times**

Notwithstanding any/all contrary provisions of this Agreement:

- (a) The starting and stopping time on a project may be varied by the maximum of one (1) hour earlier or later than the normal 7:00 am start at the Employer's discretion. The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b) The starting time of the Employees shall be from the designated lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

**6.104 Notice of Termination**

The Employer shall provide an Employee with one (1) hours' notice of termination, or one (1) hours pay in lieu thereof. The Employee shall use such notice to gather his personal tools and prepare such tools for the next project.

**6.200 Shifts**

**6.201 Scheduling of Shifts**

- (a) The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift.

**6.202 Hours of Work and Scheduling**

**Shift Schedule – Fourteen Days On, Seven Days Off (14/7)**

All shifts shall be scheduled up to ten (10) hours per day on the following basis.

- (a) Each day of work shall be compensated based upon a blended hourly rate. The first ten (10) hours worked shall be paid at one point one five (1.15) times the otherwise applicable straight time hourly rate unless other terms and conditions are mutually agreed by the parties.
- (b) The first two (2) hours of work performed beyond ten (10) hours in a day, and the first 12 hours worked on a Statutory Holiday, or the first 12 hours worked on a scheduled day of rest shall be paid at one and one half (1.50) times the otherwise applicable straight-time hourly rate. Work beyond 12 hours in a day will be paid at two (2) time the otherwise applicable straight-time hourly rate.
- (c) The Employer shall have the option to move the start time of any shift by two (2) hours without penalty; or to move them further in the event that the change is derived from a Client request, a change in law, a natural disaster, or any other factors not controlled by the Employer.
- (d) The seven (7) scheduled days off shall be a furlough.
- (e) An employee who is transferred to a schedule with a different start day must be provided with a minimum of two (2) scheduled work days' notice. If the Employee has requested the transfer, then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled seven (7) day furlough, or overtime provisions

will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.

- (f) The Parties recognize that variations in the scheduling of the work week (eg: shift rotations, addition of night shift), reporting for work or returning from work, rest breaks, meal breaks, and start and finish times may be appropriate from time to time, and that it may be appropriate that such variations affect all or only a portion of the project. If the Employer intends to make such variations they shall notify the affected Employee(s) as soon as practicable. In the event the Employer adds a night shift, such night shift shall be paid in the same manner as the day shift otherwise described in this Agreement, with the addition of a night shift premium of three dollars (\$3.00) per hour worked which shall not be applicable on any hour paid at overtime rates

### **Shift Schedule – Fourteen Days On, Seven Days Off (21/10)**

As a limited exception to the standard 14/7 shift, the Employer may utilize a 21-day worked, 10 day off (21/10) rotation for three essential supervisors.

- (a) Each day of work shall be compensated based upon a blended hourly rate. The first ten (10) hours worked shall be paid at one point one five (1.15) times the otherwise applicable straight time hourly rate unless other terms and conditions are mutually agreed by the parties.
- (b) The first two (2) hours of work performed beyond ten (10) hours in a day, and the first 12 hours worked on a Statutory Holiday, or the first 12 hours worked on a scheduled day of rest shall be paid at one and one half (1.50) times the otherwise applicable straight-time hourly rate. Work beyond 12 hours in a day will be paid at two (2) times the otherwise applicable straight-time hourly rate.
- (c) The Employer shall have the option to move the start time of any shift by two (2) hours without penalty; or to move them further in the event that the change is derived from a Client request, a change in law, a natural disaster, or any other factors not controlled by the Employer.
- (d) The ten (10) scheduled days off shall be a furlough.
- (e) An employee who is transferred to a schedule with a different start day must be provided with a minimum of two (2) scheduled work days' notice. If the Employee has requested the transfer, then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled ten (10) day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.

### **6.203 Shift Premiums**

The Employer may schedule an afternoon and/or night shift as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift. Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other employee classification shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Notwithstanding any contrary interpretation of the following schedule, a shift commencing at 3:30 p.m. shall be deemed to be an afternoon shift and a shift commencing at 8:30 p.m. shall be deemed to be a night shift. Overtime on afternoon and nights shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These shift premiums will not be paid for Saturday, Sunday or statutory holidays.

Day Shift:	No shift premium
Afternoon Shift:	Three dollars (\$3.00) per hour worked on any shift which commences between 3:30 p.m. and 8:30 p.m. Second and subsequent meal breaks are not be considered to be hours worked.
Night Shift:	Three dollars (\$3.00) per hour worked on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked.

**6.300 Call-Out Time**

**6.301** In cases other than a Client request, a change in law, a natural disaster, or any other factors not controlled by the Employer, an Employee who arrives for work but work does not begin will receive a minimum of two (2) hours pay at his prevailing hourly rate. An Employee who starts work but is prevented from completing his normal work day will receive a minimum of four (4) hours pay at his prevailing hourly rate. If an employee works more than four (4) hours he will receive time worked.

**6.302** Notwithstanding Article 6.301, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which Employees shall be required to work inside and the Job Steward shall discuss with

the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

**6.400 Rest Breaks**

**6.401** Two (2) rest breaks of fifteen (15) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest break of fifteen (15) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours.

**6.402** Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

**6.500 Meal Breaks**

**6.501 Regularly Scheduled Shifts of Ten (10) Hours or Less**

One (1) meal break of one-half (½) hour shall be provided on all regularly scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

**6.502 Shifts in Excess of Ten (10) Hours**

When Employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10<sup>th</sup>) hour, to provide a hot meal at no cost to the Employees, for those involved. One-half (1/2) hour at the straight time rate of pay shall be allowed for the consumption of the meal. Should an Employee be requested to continue work, then an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

On projects when it is impractical for the contractor to provide a hot meal, the Employee shall receive a paid fifteen (15) minute break at the applicable rate of pay and the Employer shall pay a meal allowance of thirty (30) dollars in lieu of the meal and time spent to consume the meal.

**ARTICLE 7 TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS**

Notwithstanding any provision of Article 7, the Employer and the Union may mutually agree in writing to alter the terms regarding daily travel, LOA, and meal allowances.

**7.100 [This article left intentionally blank]**

## **7.200 Initial, Terminal, and Turnaround Travel**

**7.201** The Employer shall pay an initial, terminal, and turnaround travel allowance to any Employee who travels to Terrace, BC, or any city with available commercial flights as identified in 7.202. Such allowance shall be:

- (a) Employees residing between 100 and 150 km from Terrace BC or a city with available commercial flights (whichever is closer) - \$100.00
- (b) Employees residing over 150 km from Terrace BC or a city with available commercial flights (whichever is closer) - \$125.00
- (c) All distances to be measured from the geographic centre of the city/town of the employees residence to the nearest commercial airport or bus departure location in Terrace, all as measured by a Google Maps calculation of distance.
- (d) Refer to Article 7.202 for further clarification and exceptions

## **7.202**

### (a) Air Travel

Where an Employee uses air travel to travel to Terrace, the following terms and conditions apply:

- (i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes. The Employer will supply transportation from the airport to the Project

### b) Bus Travel

- (i) Where an Employee uses Project provided bus transportation to travel from Terrace to the Project site, the Employer shall pay for bus fair, inclusive of all related fees.

All Employees shall receive \$320 for each trip into, and out of, the Project site by bus. This payment is intended to compensate for time spent travelling on the bus, whether on a day of rest or during a scheduled workday. The Parties agree that no other payment or compensation is owed to Employees for time spent on the bus, regardless of actual length of the trip. For clarity, Employees shall receive a maximum of \$640 per rotation.

- (ii) Where an Employee uses Project provided bus transportation daily to travel to accommodations at Meziadin Junction, they shall receive a total

of one (1) hour of pay, per day. This payment is intended to compensate for time spent travelling on the bus, regardless of actual time spent travelling. This one (1) hour of pay shall be paid at the standard 1.15 times multiplier and shall include all other benefits burdens. Time spent travelling to and from Meziadin Junction shall not be considered as time worked, and so will not count towards the calculation of overtime.

To the extent possible, this payment shall be considered as non-taxable travel compensation.

(b) Timing of Payment

The Employer shall ensure that an Employee receives payment for the applicable travel allowance and any/all applicable reimbursements for incurred expenses in accordance with the Employer's payroll process.

(c) Termination of Employment

In the event an Employee voluntarily terminates their own employment after having been on the project for less than 15 calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.

**7.300 Marshalling Points**

**7.301** On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of thirty (30) minutes.

**ARTICLE 8 HIRING AND MOBILITY OF WORKFORCE**

**8.100 Name Request Employees and Local Dispatch Employees**

**8.101** The Employer may hire any/all members of the Union who have worked for the Employer within the previous 12 months and employ such members on the Project. In addition, the Employer may name request 50% of Employees ~~for all~~ from the Local Union to fill any remaining labour needs.

**8.102** Otherwise, the Local Union shall have the right to dispatch all Employees required by the Employer on the Project.

**8.200** Notwithstanding Article 8.102, if the Local Union is unable to dispatch Employees within forty-eight (48) hours of receipt of the Employer's dispatch request, the Employer may proceed as follows, but only to the extent that doing so is necessary



to fulfill the Employer's dispatch request.

- (a) Request the Local Union to dispatch any/all required Employees from any Local which is affiliated in good standing of the Union. When making such a request, the Employer shall retain the right to choose the order in which such other Local(s) are contacted. The intent of the parties is to minimize the cost to the Employer for initial and terminal travel.
- (b) Transfer to the project any/all remaining employees currently on the Employer's payroll, regardless of the home Local of such employees, and/or
- (c) Choose to obtain employees elsewhere, provided that any such individuals make application to become Local Union members within two (2) weeks of the date of hire and remain Union members as a condition of continuing employment.

**8.300            Differentiation of Employee Classifications**

Notwithstanding any/all contrary provisions of this Agreement, the Union shall not make any attempt to dispatch an Employee of a different Employee classification (i.e. Ticketed Journeyman, Apprentice, Operator/Labourer, Labourer) than was requested by the Employer. In particular, the Local shall not make any attempt to restrict or deny the Employer from hiring the maximum ratio of Apprentices permitted.

**8.400            Reduction in Project Crew**

The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.

**8.500            Rehiring of Injured Employees**

The Employer shall give preference of re-employment to an injured Employee when such Employee is able to return to work, provided sufficient work is available.

**ARTICLE 9                    JOB STEWARDS AND UNION REPRESENTATIVES**

**9.100            Job Stewards**

**9.101**            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 the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. The Union shall notify the Employer of the appointment of all Job Stewards.
- b) Job Stewards shall be recognized on all projects and shall not be discriminated against for acting as a duly appointed representative of the Union. The

Employer shall provide a Job Steward with sufficient time to carry out his duties.

- c) Stewards will receive the hourly premium as set out in Appendix "A". The Union will advise the Employer in writing the name(s) of the steward(s).
- d) The steward shall be one of the last three (3) employees on the project.
- e) The Union shall have a steward appointed on site at all times.

**9.102** The Union acknowledges that stewards have regular duties to perform as employees of the Employer. Stewards will be given time during the work day to perform their union duties.

The Employer will pay stewards at their regular hourly rate for time spent attending such duties during their working hours.

**9.200 Union Representatives**

**9.201** 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. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

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

- a) the Union representative will identify himself to the job supervisor upon arriving at a job site;
- b) the Union representative will not interfere with the progress of work.

**9.203** Union Representatives shall have access to all projects governed by the Agreement, after first notifying the Employer.

**9.300 Leave of Absence**

The Employer shall grant a non-paid leave of absence to an Employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business and shall not jeopardize the Employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

## **ARTICLE 10           HEALTH AND SAFETY**

### **10.100           Safety Equipment**

**10.101**       The Employer shall supply to Employees, at no cost, all safety equipment, including hearing protective devices, hard hats, safety glasses, gloves, and reflective safety vests. The Employer will not provide personal apparel (i.e. boots, and rubber clothing). Only safety belts with leg and shoulder straps are to be used.

**10.102**       All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

**10.103**       The Employer shall supply welders' leather vests or jackets and leather gauntlet gloves to all Employees assigned to welding work, on a "charge-out" basis.

### **10.200           Accident Prevention Regulations**

**10.201**       The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Occupational Health and Safety Act* and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No Employee shall be discharged because such Employee fails to work under unsafe conditions as set out in the regulations.

**10.202**       Any refusal by an Employee to abide by known *Occupational Health and Safety Act* regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for dismissal.

**10.203**       Any Employee may refuse to work where, in the opinion of such Employee, adequate safety precautions have not been provided.

### **10.300           Project Inspections**

The Job Steward, or where there is a safety committee a Union representative of such committee, shall accompany the Occupation Health and Safety Inspector on all project inspections.

### **10.400           Injured or Sick Employees**

**10.401**       The Employer shall cover all transportation costs not otherwise covered by the WCB for any Employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either his point

of dispatch or back to the project. The foregoing shall also apply for any Employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WCB, if the first aid attendant or a doctor recommends off-site treatment or a return to the Employee's point of hire.

**10.402** If an Employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift.

## **ARTICLE 11 WORKING CONDITIONS**

### **11.100 Harassment**

The Union and the Employer recognize the right of Employees to work in an environment free from harassment.

### **11.200 Project Facilities**

#### **11.201 Toilets**

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fibreglass or rubber compound construction and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every fifteen (15) building tradespersons on a project.

#### **11.202 Drinking Water**

Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets shall also be supplied.

#### **11.203 Telephone Access**

A telephone(s) shall be made available to all Employees at all times for incoming or outgoing emergency purposes, and incoming messages shall be relayed immediately.

#### **11.204 Clean Up Facilities**

The Employer shall provide clean up facilities, hand cleaner and paper towels.

### **11.300 Lockup**

**11.301** A lockup shall be provided for Employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room, and as a lunchroom.

- 11.302** Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of fifteen (15) square feet per Employee.
- 11.303** Each lockup shall have venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day.
- 11.304** The Employer shall be responsible for having the lockup(s) cleaned out daily and kept clear of building material and other construction paraphernalia.
- 11.400** **Tools, Equipment and Protective Clothing**
- 11.401** The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time.
- 11.402** The cost of transporting an Employee's tools to the job site at the beginning of the job and from the jobsite when the Project is complete shall be paid for by the Employer. Notwithstanding the foregoing, although Employees will normally take their tools with them, when the Employer makes other arrangements for transporting an Employee's tools such Employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick Employee to the Employee's point of dispatch.
- 11.403** If the following tools or equipment - ladder, straight edge, sawhorse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.
- 11.404** In the event an Employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the Employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.
- 11.500** **Insurance**  
An Employee shall submit an inventory of his tools and working apparel on the project to the Employer upon request, and the Employer shall replace an Employee's tools and working apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.
- 11.601** Upon request, the Employer will provide an employee a T2200 for a "tradespersons tool tax deduction".

## **ARTICLE 12            GRIEVANCE PROCEDURE & DISCIPLINARY ACTION**

### **12.100            Preamble**

It is mutually desired and intended by the Union and the Employer that any dispute or complaint arising out of the interpretation of this agreement will be communicated by the Employee to his supervisor in order to provide an opportunity for discussion and timely resolution, prior to the issue becoming a grievance. If an Employee is not satisfied with the resolution offered by his immediate supervisor they may then initiate a grievance

**12.101**            "Grievance" means any difference by the persons bound by this Agreement regarding the interpretation, application, operation, or any alleged violation of the Agreement, including discharge for cause alleged to be unjust by the Union; "Party" means one of the parties to this Agreement. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

**12.102**            No grievance will be entertained by either party or an arbitrator unless instituted by the aggrieved party within thirty (30) working days of its occurrence, unless a grievance arises out of an alleged unjust discharge, in which case it must be instituted within thirty (30) working days of its occurrence. An occurrence shall be each day an alleged violation continues. (Grievances that pertain to wage/monetary claims must be filed within six (6) months from the date of occurrence).

**12.103**            The job steward or business agent shall first discuss the grievance with the foreman or superintendent and, if mutually agreed, his decision shall be final. An Employer shall first discuss the grievance with the business agent.

**12.104**            Failing settlement within ten (10) calendar days of a grievance, the particulars thereof, shall be set out in writing by either party and shall be delivered to the other party. They shall confer upon the matter forthwith and if they agree, their decision shall be final.

**12.105**            If the grievance is not settled pursuant to the above paragraphs within ten (10) calendar days or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons composed as follows:

(a) The party desiring arbitration shall appoint a member to the Board notify the other party of its appointment in writing and supply the particulars of the grievance in dispute.

(b) The party receiving the notice shall appoint a member of the Board within five (5) calendar days and notify the other party of the appointment.

- (c) The two (2) arbitrators so appointed, shall confer to select a third person to act as chairperson. The chairperson shall be selected within five (5) calendar days of the appointment of the two arbitrators being appointed and will be one of the persons named in this agreement or as may be mutually agreed.
- (d) The Arbitration Board shall hear the parties, establish whether the grievance is properly before them, determine if the matter is arbitrable, settle the terms of question to be arbitrated and make its award within five (5) days of appointment of the chairperson, except when the time is extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.
- (e) The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their appointees and one-half the expenses of the chairperson.

**12.200 Alternative Methods of Resolution**

Notwithstanding any/all contrary provisions of Article 12, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator), in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance.

**12.201 Union Representative**

It is understood that in all discussions concerning grievances, any Union representative may accompany the Union member in his meeting and the Union representative may call upon members of the Union or any other employee to accompany him in his meetings with the Employer's representatives.

**12.300 Disciplinary Action**

An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

- a) the refusal by an employee to abide by Safety Regulations;
- b) the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- c) the refusal by the employee to abide by the requirements of the Employer's clients;
- d) the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.
- e) The refusal to abide by the CMAW Constitution and Bylaws.

Employees believed to have engaged in such behavior or practice will be suspended without pay pending investigation. Should it be proven that the

Employee engaged in such behavior or practice, the Employee will be issued discipline, up to and including termination. If the employee is cleared of wrongdoing through the investigation, they shall be made whole.

#### **12.400 Union Representatives**

It is understood that in all discussions concerning grievances, any Union representative may accompany the Union member in their meeting and the Union representative may call upon members of the Union or any other Employee to accompany them in their meetings with the Employer's representatives.

### **ARTICLE 13 MANAGEMENT RIGHTS**

**13.100** The Employer has the right to operate and manage its business in all respects subject only to the limitations expressly stated within this Agreement and the laws of the land.

### **ARTICLE 14 SAVINGS CLAUSE**

**14.100** In the event that any clause, section or article of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**14.200** In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.

**14.300** In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 12.000.

### **ARTICLE 15 GENDER CLAUSE**

**15.100** Where the masculine gender is used in this Agreement it will be considered to include the feminine gender.



SIGNATURE OF PARTIES

Signed this 11<sup>th</sup> day of May, 2021

"Signature on file"  
ATCO Vice President WFH

"Signature on file"  
CMAW President

"Signature on file"  
ATCO Project Manager

"Signature on file"  
CMAW Secretary Treasurer

"Signature on file"  
ATCO Construction Manager

"Signature on file"  
ATCO Senior Advisor LR

## PREMIUMS

### Schedule A Notes

- a) **Premiums:**
- |                               |                                  |
|-------------------------------|----------------------------------|
| Lead Hand:                    | 105% of ticketed Journeyman Rate |
| Foreman:                      | 115% of ticketed Journeyman Rate |
| General Foreman:              | 125% of ticketed Journeyman Rate |
| Shift Premium (Article 6.403) | \$3.00 /hour                     |
| Job Steward                   | \$1.50 /hour                     |

#### Welders:

Welders will be entitled to be paid the applicable premium for the full day/shift if any portion of the day was spent welding. Welders shall be compensated \$1.00 per hour or above the applicable Journeyman rate.

- |                                    |              |
|------------------------------------|--------------|
| Construction Safety Officer (ACSA) | \$1.25 /hour |
| First Aid Attendant                | \$.75/hour   |

- |                             |              |
|-----------------------------|--------------|
| Swing Stage and Bosun Chair | \$0.50 /hour |
|-----------------------------|--------------|

Such increase shall be paid for actual hours worked on a swing stage and/or bosun chair each day, or four (4) hours, whichever is greater.

- |                               |              |
|-------------------------------|--------------|
| Scaffold Erection/Dismantling | \$0.50 /hour |
|-------------------------------|--------------|

Such increase shall be paid for actual hours worked each day erecting or dismantling scaffolding above the height of seventy (70) feet (as measured from the base plate), or four (4) hours, whichever is greater.

Rig Rate and Self-Employed Subcontractor (Direct Service Provider) Provisions: The provisions of Article 6 do not apply to Employees paid the "Welder with rig" rate. The rate specified includes vacation and statutory holiday pay, CPP, EI and WCB.

All subcontractors where applicable are required to remit to the Union, such dues and contractual fees as prescribed by the Union.

The Employer agrees to deduct such dues and remittances from the Subcontractors' invoices and remit them to the Union on their behalf as per Article 4.

- c) Employees asked by the Employer to be on-call will receive a premium of \$100.00 per rotation.

d) There shall be **“no pyramiding of premiums”**.

*Example: this is the correct calculation:*

	<b>Regular Time</b>	<b>Blended Rate (1.15)</b>	<b>Time and a Half (1.5)</b>
Hourly wage rate:	\$40.65	\$46.75	\$60.98
12% Holiday and Vacation Pay:	\$4.87	\$5.61	\$7.32
Subtotal:	\$45.52	\$52.36	\$68.30
Afternoon Premium (if applicable)	\$3.00	\$3.00	\$3.00
Total:	\$48.52	\$55.36	\$71.30

e) Health, welfare and pension contributions shall be paid on “hours worked” at the Project.

## **WAGE RATES**

[See separate wage schedule]