

This Collective Agreement (the “Agreement”) is entered into by and between



**CONSTRUCTION MAINTENANCE  
AND ALLIED WORKERS CANADA**

(Hereinafter referred to as the ‘Union’)

AND



**NORTHERN CIVIL ENERGY INC.**

(Hereinafter referred to as the ‘Employer’)

**May 1, 2021 to May 30, 2024**

## Construction, Maintenance and Allied Workers of Canada

**Hours:** Monday to Friday 8:00am to 4:00pm

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### Follow us on Social Media:

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*Twitter:* @CMAWunion

Established in 2004, CMAW's role is to establish and maintain the best possible standards of pay, benefits, and working conditions for members; to organize the unorganized; to promote progressive labour and human rights legislation; to cooperate with other unions and organizations to achieve these aims; to encourage social unionism; to promote and champion workers' legitimate struggles; to provide aid and assistance to members so that they may share in benefits of collective agreements and favourable employment legislation; and to inform and educate workers on the principles and policies of the organization and the benefits they may achieve through organization and collective bargaining.

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(The Employer and the Union are each a “Party” and together are the “Parties” to this Agreement.)

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## **ARTICLE 1      PURPOSE**

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The intent and purpose of this Part is to:

- a) Set out certain terms and conditions which will apply to the Employees and the Employer;
- b) Mutually recognize the respective rights, responsibilities and functions of the parties to this agreement;
- c) Provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits.

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

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**2.000**      The Employer recognizes the Union as the sole bargaining agents of all Employees, including foreman and general foreman, in the bargaining unit, as defined in Schedule A working in the Province of British Columbia.

**2.100**      Notwithstanding the above bargaining unit description, the Employer and the Union by mutual agreement may add or subtract classifications to this agreement at any time.

**2.200**      This Agreement will be effective on May 1, 2021 to May 30, 2024 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 120 to 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.

**2.300**      Should negotiations not be completed prior to the expiration date of this Agreement, all negotiated items will be effective from the date of signing. Until a new agreement has been concluded all provisions in this Collective Agreement will remain in full force and effect.

**2.400**      This Agreement will not apply to the Site C Clean Energy Project – Generating Station and Spillway Balance of Plant contract previously agreed to between AECON-FMI Joint Venture Ganotec Inc. and Cahill Industrial Limited and Bargaining Council of British Columbia Building Trade Unions.

**2.500**      The Memorandum of Understanding for the LNG Canada Project shall supersede the terms and conditions of this agreement. Where the Memorandum of Understanding does not apply or is silent, the terms and conditions of this agreement will be in full effect.

**2.600**      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 of any 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.

**2.700** All employees of the Employer, including Employees to which this Agreement applies, must comply with all health and safety rules and procedures, drug and alcohol testing, site access and security requirements, environmental policies and restrictions, and other rules or codes of conduct applicable to personnel located on or adjacent to the Project site, including those established by the Employer's client.

**2.800** The Union acknowledges and agrees that employees of the Employer, including Employees to which this Agreement applies, must not engage in any form of violence, harassment, intimidation, bullying or any other disparaging conduct directed at or in relation to any other employee or personnel at the site of the Project.

**2.900** The Parties agree that the provisions of this Article 2 shall apply and take precedence over any other provisions to the contrary contained elsewhere in this Agreement.

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## **ARTICLE 3      EXTENT**

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**3.100      Work Jurisdiction**

The Employer recognizes the Union as the exclusive Bargaining agent for all Employee members of the Union employed as a Carpenter, Carpenter Apprentice, Carpenter Foreman, General Foreman, Helper and Utility Persons, Labourers, Cement Masons, Operating Engineers, Welders and Mechanics in the bargaining unit, as such positions are defined in Schedule "A." The Parties Employer further agree that, by their mutual agreement in writing, Employees, including those having other trade classifications, may be added to or subtracted from the positions of employment to which this Agreement applies.

**3.200      Subcontracting**

The Employer will not subcontract out work that is regularly and routinely performed by the Employers own forces. This will not apply for requirements for First Nations contracting.

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## **ARTICLE 4      MONETARY PACKAGE**

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**4.100      Allocation of Monetary Package**

The Union retains the right subject to reasonable notice to reallocate contributions 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 Schedule A shall apply to all work performed in accordance with this Agreement.

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

**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 Journeyman. The rate for a General Foreman shall be one hundred and twenty-five percent (125%) of the minimum straight time hourly wage rate on the project. In addition to such rate, a Foreman or General Foreman shall also be paid all other premiums (i.e. holiday pay, overtime, etc.) which otherwise apply in accordance with this Agreement.

**4.302 Apprentices**

(a) All references to Apprentices shall be governed by the Regulations and of the Apprenticeship Act excepting wage rates as they affect the respective trade.

(b) Apprentices shall be paid a percentage of the base 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               | - 60% |
| 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 journeymen on the job will be one (1) apprentice to one (1) 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 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.

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

An Employee may take up to 15 work days of annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the Employee and the Employer.

##### **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, Victoria Day, Canada Day, BC 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 time and one-half (1½) times 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 Schedule A hereto.



- (b) The required Employer contribution to the CMAW Target 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).

**4.502 Union Pension Plan**

- (a) The Employer shall contribute the required amount(s) to the CMAW Target 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 Schedule A attached hereto.

**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 Schedule A attached hereto.

**4.504 CMAW Apprenticeship and Training Fund**

The Employer shall contribute the required amount(s) to the CMAW Apprenticeship and Training Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedule 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 Union Check-Off**

The Employer shall deduct such hourly amount for Union Check-Off as directed by a Union, and shall forward such deductions to the Union on a monthly basis. Union Check-Off shall be deducted from every Employee working on a project located within the Union's geographical jurisdiction who has authorized such deduction. Notwithstanding the foregoing, a Union retains the right to not require the deduction of 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 at the time of termination of employment. Alternatively, the Employer shall mail a cheque to the Employee in payment of such monies not later than three working days.
- 4.703** The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) Employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) 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 4.800, 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.

**4.800**     **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.

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**ARTICLE 5     MONTHLY REMITTANCES**

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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 Schedule A attached hereto.
- 5.102** Such Employer remittance shall:
- (a)** be made by a single payment, payable to CMAW 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 CMAW Fund not later than the fifteenth (15th) day of the month following that for which such payments are

payable.

**5.200 Monthly Report to the Administrator**

The Union shall supply Employers with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports.

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**ARTICLE 6 HOURS OF WORK AND OVERTIME**

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**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 commence Monday 7 am and conclude Friday at 3:30 pm, and the regular work day shall be as per the following schedule:

|                |                                   |                  |
|----------------|-----------------------------------|------------------|
| Straight Time: | 7:00 am to 11:00 noon             | 4.0 hours        |
| Meal:          | 11:00 noon to 11:30 pm            | 0.0 hours        |
|                | 11:30 pm 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 two (2) hours' notice of termination, or two 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 Overtime Hours**

All hours of overtime shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All hours more than 12 hours per day shall be paid at two times (2x) the otherwise applicable straight time hourly wage rate. Work performed on statutory holidays shall be at two (2) times the regular rate.

**6.300 Compressed Work Week**

A compressed work week may be established by the Employer with the mutual agreement of the Union. Alternatively, the Employer may establish a compressed work week without the mutual agreement of the Union if requested to do so by the project client. The Employer shall notify the Union, in writing, upon receiving such a request. The terms and conditions of such compressed work week shall supersede any/all contrary provisions of this Agreement.

### **6.301 Hours of Work**

- (a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Notwithstanding Articles 6.301 (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

### **6.302 Statutory Holidays**

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

## **6.400 Shifts**

### **6.401 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.

## 6.402 Shift Cycles

(a) Shift Cycle 1 – 4 days of 10 hours, followed by 3 days off

| Day           | 1  | 2  | 3  | 4  | 5 | 6 | 7 |
|---------------|----|----|----|----|---|---|---|
| Straight Time | 10 | 10 | 10 | 10 | 0 | 0 | 0 |
| Overtime      | 0  | 0  | 0  | 0  | 0 | 0 | 0 |

(b) Shift Cycle 2 – 5 days of 10 hours, followed by 2 days off

| Day           | 1  | 2  | 3  | 4  | 5  | 6 | 7 |
|---------------|----|----|----|----|----|---|---|
| Straight Time | 10 | 10 | 10 | 10 | 0  | 0 | 0 |
| Overtime      | 0  | 0  | 0  | 0  | 10 | 0 | 0 |

(c) Shift Cycle 3 – 10 days of 10 hours, followed by 4 days off

| Day           | 1 | 2 | 3  | 4  | 5  | 6  | 7  |
|---------------|---|---|----|----|----|----|----|
| Straight Time | 7 | 7 | 7  | 7  | 7  | 7  | 7  |
| Overtime      | 3 | 3 | 3  | 3  | 3  | 3  | 3  |
| Day           | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Straight Time | 7 | 7 | 7  | 0  | 0  | 0  | 0  |
| Overtime      | 3 | 3 | 3  | 0  | 0  | 0  | 0  |

(d) Shift Cycle 4 – 14 days of 10 hours, followed by 7 days off

| Day           | 1  | 2  | 3  | 4  | 5  | 6  | 7  |
|---------------|----|----|----|----|----|----|----|
| Straight Time | 7  | 7  | 7  | 7  | 7  | 7  | 7  |
| Overtime      | 3  | 3  | 3  | 3  | 3  | 3  | 3  |
| Day           | 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| Straight Time | 7  | 7  | 7  | 7  | 7  | 7  | 7  |
| Overtime      | 3  | 3  | 3  | 3  | 3  | 3  | 3  |
| Day           | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| Straight Time | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| Overtime      | 0  | 0  | 0  | 0  | 0  | 0  | 0  |

(e) Shift Cycle 5 – 21 days of 10 hours, followed by 7 days off

| Day           | 1  | 2  | 3  | 4  | 5  | 6  | 7  |
|---------------|----|----|----|----|----|----|----|
| Straight Time | 7  | 7  | 7  | 7  | 7  | 7  | 7  |
| Overtime      | 3  | 3  | 3  | 3  | 3  | 3  | 3  |
| Day           | 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| Straight Time | 7  | 7  | 7  | 7  | 7  | 7  | 7  |
| Overtime      | 3  | 3  | 3  | 3  | 3  | 3  | 3  |
| Day           | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| Straight Time | 7  | 7  | 7  | 7  | 7  | 7  | 7  |
| Overtime      | 3  | 3  | 3  | 3  | 3  | 3  | 3  |
| Day           | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| Straight Time | 0  | 0  | 0  | 0  | 0  | 0  | 0  |
| Overtime      | 0  | 0  | 0  | 0  | 0  | 0  | 0  |

Scheduled breaks will include a Sunday whenever possible.

### **6.403 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: | One dollar and seventy-five cents (\$1.75) per hour worked on any shift which commences between 3:00pm and 8:30pm. Second and subsequent meal breaks are not to be considered to be hours worked. |
| Night Shift:     | Three dollars (\$3.00) per hour worked on any shift which commences between 8:30pm and before 1:01am. Second and subsequent meal breaks are not to be considered to be hours worked.              |

### **6.500 Call-Out Time**

**6.501** An Employee who arrives for work but does not work during the work day 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.

**6.502** Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather 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.

**6.600**     **Rest Breaks**

**6.601**     Two (2) rest breaks of ten (10) 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 ten (10) 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. Refer also to Article 6.702.

**6.602**     Notwithstanding Article 6.601, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the Employees have been so advised prior to the completion of the previous days' shift.

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

**6.700**     **Meal Breaks**

**6.701**     **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.

**6.702**     **Shifts in Excess of Twelve (12) Hours**

When Employees are required to work extended daily hours in excess of twelve (12) hours, the Employer shall be required, following the twelfth (12<sup>th</sup>) hour, to provide a hot meal at no cost to the Employees, for those involved. One-half (½) 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.

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

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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**     **Daily Travel Premium**

## **7.101 Local Resident Employees**

A bona fide local resident will be defined to mean any person residing within a distance defined at the Pre-Job Conference of the project and has resided within such distance of the site for a period of not less than thirty (30) days prior to the commencement of the project.

- (a) A Local Resident Employee shall travel daily between his residence and the project, and shall receive a daily travel premium in accordance with the following schedule. Such premium shall be payable each way, each day, and the distance travelled shall be calculated from the centre of the incorporated city, town, village, or district in or nearest to which such Employee is residing, to the project. If a Local Resident Employee chooses to utilize camp facilities then that Employee does not receive any daily travel allowance.

0 km - 50 km: no premium  
Over 50 km: fifty-five cents (\$0.55) per km

- (b) The daily travel premium shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expense reimbursements

## **7.200 Initial and Terminal Travel**

**7.201** The Employer shall pay an initial and terminal travel allowance to any Employee who travels to a travel hub as identified in 7.202. Such allowance shall be:

- (a) Employees residing between 50 and 100km from their designated travel hub \$100.00
- (b) Employees residing between 100 and 150 km from their designated travel hub \$125.00
- (c) Employees residing over 150 km from their designated travel hub \$150.00
- (d) Employees residing beyond 500 km, the Employer and the Union will mutually agree upon an amount for initial and terminal travel prior to commencement of the Project.
- (e) Refer to Article 7.202 for further clarification and exceptions.

**7.202** Notwithstanding any/all contrary provision(s) of this Agreement:

### **(a) Air Travel**

Where an Employee requests to use air travel to travel to the Project, the following terms and conditions shall prevail.

- (i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes. Employees will be entitled to one (1)



extra bag on their first and last rotations.

**(b) Timing of Payment**

The Employer shall ensure that an Employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses within seven (7) calendar days of the Employee's first shift on the project. Notwithstanding the foregoing, the Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**(c) Termination of Employment**

In the event an Employee voluntarily terminates his/her own employment after having been on the project for less than fifteen (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 Room and Board**

The intention of the Employer and the Union is that all Employees employed by Northern Civil Energy Inc. will be residing in the Project worker accommodation facilities (camp) and that living out allowance (LOA) will not be paid. In the event that the Employee is to be staying in Employer supplied accommodations (hotel/motel), the Employee will be paid \$62.50 daily for a meal allowance. If the Employee supplies their own accommodations, they will be paid a flat rate allowance inclusive of a meal allowance of \$145.00 per day.

This Article does not apply to local resident Employees as identified in Section 7.101.

**7.400 Pre-Tender and Pre-Job Conferences**

The Employer and the Union will review the intended application of all travel and accommodation provisions with respect to an out-of-town project in order to confirm that a common understanding exists. Such review and confirmation should take place prior to the commencement of work, or if possible, prior to the date of tender.

**7.500 Turnaround Pay**

**7.501** For Employees who are receiving Employer supplied transportation or flights, no allowance will be paid. For those employees that provide their own transportation to the site will be paid a turnaround allowance in accordance with the following schedule:

|                    |       |
|--------------------|-------|
| 0 km to 249 km     | n/a   |
| 250 km to 500 km   | \$125 |
| 501 km to 750 km   | \$250 |
| 751 km to 1,000 km | \$300 |
| Over 1,000 km      | \$350 |

This mileage shall be computed from the Project to the Employee's place of residence.

**7.502** There shall be no cash payment in lieu of turnaround pay, unless otherwise mutually agreed between the Union and the Employer.

**7.600** **Marshalling Points**

**7.601** 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.

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**ARTICLE 8      HIRING AND MOBILITY OF WORKFORCE**

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**8.100** **Name Request Employees and Union Dispatch Employees**

**8.101** The Employer may name request any/all previous employees of Northern Civil Energy Inc. who have worked for the Employer within the previous twelve (12) months, and employ such workers after they have obtained membership with the Union. The Employer may recall any employee who has worked for Northern Civil Energy Inc. in the previous twelve (12) months. The Employer shall have the right to name hire employees who are members of the Union on the following basis:

(a) The Employer may name hire one (1) Union member for each Union member dispatched from the list.

**8.200** Notwithstanding Article 8.100, if the Local is unable to dispatch Employees within forty-eight (48) hours of the Local's 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) Transfer to the project any/all remaining Employees currently on the Employer's payroll, regardless of the CMAW Local of such Employees, and/or request the Local to dispatch any/all required Employees from another Local which is an affiliate member 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.

**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. Journeyperson, Apprentice, Material Handler/Pre-Apprentice) than was requested by the Employer. In particular, the Union 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.

**8.600 Probationary Employment Period**

- (a) New Employees will be hired on a thirty (30) working day probationary period and thereafter, shall attain regular employment status.
- (b) The probationary period shall be used by the Contractor to assess new Employees and determine their suitability for long-term employment
- (c) The Parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualifications, or suitability, shall be at the discretion of the Contractor.
- (d) Employees on probation are covered by this Agreement, except those provisions.
- (e) Current employees, as of May 1, 2021, or those hired in the previous twelve (12) months will not have to serve a probationary period.

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**ARTICLE 9      JOB STEWARDS AND UNION REPRESENTATIVES**

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**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 Job Stewards to assist the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Project Specific Labour Agreement. The Union shall notify the Employer of the appointment of all Job Stewards.
- (b) Job Stewards shall be recognized on the Project 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) Job 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 Job Steward(s).
- (d) The Job Steward shall be one of the last three (3) employees on

the project.

(e) The Union shall have a Job Steward appointed on site at all times.

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

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

**9.200** **Union Representatives**

**9.300** 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).

**9.400** 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 Project supervisor upon arriving at the Project;

**9.500** **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.

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**ARTICLE 10 HEALTH AND SAFETY**

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**10.100** **Safety Equipment**

**10.101** The Employer shall supply to Employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (i.e. safety hats 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.

**10.104** Cement Masons shall be provided a pair of rubber boots. The Cement Mason will exchange one (1) pair of used boots in order to obtain the new pair of boots. Nonetheless, unless the boots are heavily damaged the Cement Mason will be limited to one (1) pair of new boots every six (6) months.

## **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 Occupational 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.

Please refer to 8.500.

## **10.500 Drug and Alcohol Testing**

The parties agree that a Drug and Alcohol Policy will be in effect as set forth in the

“BC Model” (as per the CLR policy on alcohol and drug testing).

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## **ARTICLE 11    CONDITIONS**

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### **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 regularly. 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.

**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 windows and 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 lunchroom 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 shall be paid for by the Employer. Notwithstanding the foregoing 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. In the event an Employee is laid off while on turn-around, the Job Steward shall secure Employee's tools, clean out their room of personal belongings and the Employer shall courier the Employees tools and personal items as soon as possible to the Employee's home address, or arrangements can be made to send belongings to the nearest CMAW Union Local.

**11.403** If the following tools or equipment - ladder, straight edge, saw horse, 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** When the Employer takes Employees' saws to be filed in a shop, every effort shall be made to take them to a Union shop. In the event that saw(s) are lost, the Employer shall replace these with new saw(s) of equal quality.

**11.405** 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.

**11.501** Upon request, the Employer will provide an Employee a T2200 for a "tradespersons tool tax deduction".

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**ARTICLE 12 GRIEVANCE PROCEDURE & DISCIPLINARY ACTION**

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## **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.

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## **ARTICLE 13 MANAGEMENT RIGHTS**

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**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 applicable laws.

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## **ARTICLE 14 SAVINGS CLAUSE**

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- 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.

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## **ARTICLE 15 LEGALITIES**

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- 15.100** A copy of this Agreement shall be filed with the British Columbia Labour Relations Board.

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## **ARTICLE 16 GENDER CLAUSE**

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

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## **ARTICLE 17 WAGE RE-OPENER**

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- 17.100** The Union and the Employer agree to a wage re-opener on April 30, 2022. In the event that the Union and the Employer are unable to reach a mutual agreement, the parties will agree to refer the matter to binding arbitration.

Signed this 24<sup>th</sup> day of June, 2021.

**ON BEHALF OF:**

NORTHERN CIVIL ENERGY INC.

“Signature on file”

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Mike Crucil, President

CONSTRUCTION, MAINTENANCE AND  
ALLIED WORKERS CANADA

“Signature on file”

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Chris Wasilenchuk, President

“Signature on file”

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Blair Rawlings, Secretary Treasurer

## APPENDIX 1

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### GROUP 1

- Track excavator – 7 yards and up to 10 yards.
- Shovels, all attachments – 10 yards and up to 15 yards (Apprentice/Trainee required).
- Kangaroo Model 1500 (Trainee required).
- Front End Loaders and Scoop Trams, all types – 10 yards and up to 15 yards.
- Tower Cranes/Climbing Cranes – 10 ton capacity and over.
- Heavy Duty Mechanics, Welders, Mechanic Electrician, Bodyman Painters.

### GROUP 2

- Track excavator – 5 yards and up to 7 yards.
- Shovels, all attachments – 7 yards and up to 10 yards (Apprentice/Trainee required).
- Kangaroo Model 750
- Front End Loaders and Scoop Trams, all types – 7 yards and up to 10 yards.
- Aerial Cableways.
- Whirley type Gantry Cranes.
- Tower Cranes/Climbing Cranes – up to 10 ton capacity.
- Concrete Mixing Batch Plants – up to 250 cubic yards per hour (Apprentice/Trainee required).

### GROUP 3

- Track excavator – 3 yards and up to 5 yards.
- Shovels, all attachments – up to 7 yards (Apprentice/Trainee required).
- Drill Doctors and Steel Sharpeners
- Refrigeration Mechanics.
- Overhead and Front End Loaders, all types – 5 yards and up to 7 yards.
- Scoop Trams and similar equipment – under 7 yards.
- Crawler Tractor – D10.
- Telehandler.

### GROUP 4

- Ross Carrier.
- Gradalls
- Crawler Tractors in Tandem – one operator.
- Rubber Tire Scrapers, all types and sizes when used in tandem – one operator.

- Track excavator – under 3 yards.
- Mobile Concrete Pump with Boom Attachment – under 42 metres in length.
- Derricks.
- Overhead and Front End Loaders, all types – up to 5 yards.
- Crawler Tractors D5, D6, D7, D8, D9 types.
- Graders and Motor Patrols.
- Rigger – Duties of the rigger are to include: rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery.

## GROUP 5

- Dozer Compactor
- Trenching Machines (Apprentice/Trainee required).
- Rubber Tire Scrapers - under 30 yards.
- Rock Truck.
- Curbing Machine.
- Concrete Spreaders or Finishing Machine Operators (all types and sizes).
- Drills: Quarry Master, Reich, Bucyrus Erie, Benoto and similar types.
- Mechanical Excavator (Mole)
- Screening and Washing Plants – 75 yards per hour and over (Apprentice/Trainee required).
- Mucking Machines (Conway 101 types).
- 4, 3, 2, 1, Drum Hoists.
- Drills: Exploration: Cable, Core, Rotary, Churn and similar.
- Stationary Engineer (Chief).
- Hydraulic Backhoes – Tractor Mounted (½ yard rated capacity and over).
- Mechanical Tamping Machines, all types.
- Crusher Operator (Apprentice/Trainee required).
- Air Tugger.
- Placo Operator.
- Ditch Witch.
- Construction Material and Man Hoist.

## GROUP 6

- Concrete Paving Machines: Jaeger and Koehring and similar types.
- Service Truck Operator.
- Cement Hogs
- Heavy Duty Greaser and Serviceman.
- Fuller Kenyon.
- Mucking Machines: Eimco over Model 40.
- Conveyor Belt and Conveyor Type Loader: Barber Greene, Kolman and similar types.
- Tire Serviceman.

- Hydraulic Slip Form Operator.
- Crawler Tractors D2, D3 and D4 types.
- Hydra Hammers
- Compactors: self-propelled – other than on Asphalt Paving (15 tons and over).
- Stationary Engineers (Shift).
- Crusher Topman.
- Concrete Mixer – 1 yard and over.
- Hydraulic Backhoe – Tractor mounted (under ½ yard rating).
- Screening and Washing Plants – portable types (Apprentice /Trainee required).
- Hiab and A-Frame Trucks and similar folding boom types.
- Line Concrete Pumps.
- Stinger and similar flat deck Boom Crane.
- Compressors: 1,000 cubic feet and over.

## GROUP 7

- Forklifts, Bullmoose, Hysters, similar type equipment.
- Skid Steer Loaders – Bobcat and similar type (under 1 yard).
- Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 hp and under).
- Fireman.
- Mechanic's Helper.
- Compressor under 1,000 cubic feet.
- Compactors: self-propelled – other than on Asphalt Paving (under 15 tons).
- Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment.
- Assistant Driller.

## SCHEDULE A NOTES

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### Premiums and Employer Contributions

#### Premiums:

|                               |  |
|-------------------------------|--|
| Lead Hand                     | 105% of Journeyman base rate                           |
| Foreman:                      | 115% of Journeyman Rate                                |
| General Foreman:              | 125% of Journeyman Rate                                |
| Shift Premium (Article 6.403) | \$1.75/hour afternoon shift<br>\$3.00/hour night shift |
| Job Steward                   | \$1.50/hour  |

Those Employees appointed for the following positions by the Employer shall receive the premiums as follows:

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

#### Employer

The wage rates and other provisions set out in the Schedule A may be amended by mutual agreement between the Employer and the Union.

The Employer and the Union may agree to reasonable partial subsistence allowances where the Employee elects to commute to his place of residence or supplies his own living accommodation.

**Article 10** There shall be “no pyramiding of premiums”.

*Example: this is the correct calculation:*

|                              | <b>Regular Time</b>  | <b>Time and a Half</b> |
|------------------------------|----------------------|------------------------|
| Hourly wage rate:            | \$ 40.49/hour        | \$ 60.74/hour          |
| 12% Holiday and Vacation pay | <u>4.86/hour</u>     | <u>7.29/hour</u>       |
| Subtotal                     | \$ 45.35/hour        | \$ 68.03/hour          |
| Night Shift Premium:         | <u>\$ 3.00/hour</u>  | <u>\$ 4.50/hour</u>    |
| <b>TOTAL</b>                 | <b>\$ 48.35/hour</b> | <b>\$ 72.53/hour</b>   |

|                              | <b>Double Time</b>   |
|------------------------------|----------------------|
| Hourly wage rate:            | \$ 80.98/hour        |
| 12% Holiday and Vacation pay | <u>9.72/hour</u>     |
| Subtotal                     | \$ 90.70/hour        |
| Night Shift Premium:         | <u>\$ 6.00/hour</u>  |
| <b>TOTAL</b>                 | <b>\$ 96.70/hour</b> |

**Article 11** Health, welfare and pension contributions shall be paid on “hours worked.”



# SCHEDULE A – Wage Rates

NORTHERN CIVIL ENERGY INC AGREEMENT (NCE)

May 1, 2021 to May 30, 2024

| MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG                    |             |  |             |                        |              |             |               |               |               |
|--|-------------|--|-------------|------------------------|--------------|-------------|---------------|---------------|---------------|
| Effective May 1, 2021  |             |  |             |                        |              |             |               |               |               |
| Employee Classifications   | %           | Base Rate  | VP/SHP      | Employer Contributions |              |             |               |               | Total Package |
|  |             |  |             | Benefit Plan           | Pension Plan | Admin Fund  | Member Assist | Training Fund |               |
| Base Rates   |             | 40.49  | 12%         | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          |               |
| <b>Journey person</b>  |             |  |             |                        |              |             |               |               |               |
| General Foreman (GF)   | 125%        | 50.61  | 6.07        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 63.81         |
| Foreman (FM)   | 115%        | 46.56  | 5.59        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 59.28         |
| <b>Certified Journey Person (CJP)</b>  | <b>100%</b> | <b>40.49</b>   | <b>4.86</b> | <b>2.40</b>            | <b>4.14</b>  | <b>0.29</b> | <b>0.05</b>   | <b>0.25</b>   | <b>52.48</b>  |
| Non-Ticketed Carpenter   | 95%         | 38.47  | 4.62        | 2.40                   | 3.93         | 0.29        | 0.05          | 0.25          | 50.01         |
| <b>Apprentice Carpenter</b>  |             |  |             |                        |              |             |               |               |               |
| 4th Term (4th)   | 90%         | 36.44  | 4.37        | 2.40                   | 3.73         | 0.29        | 0.05          | 0.25          | 47.53         |
| 3rd Term (3rd)   | 80%         | 32.39  | 3.89        | 2.40                   | 3.31         | 0.29        | 0.05          | 0.25          | 42.58         |
| 2nd Term (2nd)   | 70%         | 28.34  | 3.40        | 2.40                   | 2.90         | 0.29        | 0.05          | 0.25          | 37.63         |
| 1st Term (1st)   | 60%         | 24.29  | 2.91        | 2.40                   | 2.48         | 0.29        | 0.05          | 0.25          | 32.67         |
| <b>Cement Mason</b>  | 95%         | 38.47  | 4.62        | 2.40                   | 3.93         | 0.29        | 0.05          | 0.25          | 50.01         |
| <b>Formsetter</b>  | 90%         | 36.44  | 4.37        | 2.40                   | 3.73         | 0.29        | 0.05          | 0.25          | 47.53         |
| <b>Labourer</b>  |             |  |             |                        |              |             |               |               |               |
| Level 1  | 90%         | 36.44  | 4.37        | 2.40                   | 3.73         | 0.29        | 0.05          | 0.25          | 47.53         |
| Level 2  | 80%         | 32.39  | 3.89        | 2.40                   | 3.31         | 0.29        | 0.05          | 0.25          | 42.58         |
| Level 3  | 75%         | 30.37  | 3.64        | 2.40                   | 3.11         | 0.29        | 0.05          | 0.25          | 40.11         |
| Level 4  | 70%         | 28.34  | 3.40        | 2.40                   | 2.90         | 0.29        | 0.05          | 0.25          | 37.63         |
| <b>Mechanic</b>  | 95%         | 38.47  | 4.62        | 2.40                   | 3.93         | 0.29        | 0.05          | 0.25          | 50.01         |
| <b>Operating Engineer - Group 1**</b>  |             | 38.80  | 4.66        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 50.59         |
| <b>Operating Engineer - Group 2**</b>  |             | 36.91  | 4.43        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 48.47         |
| <b>Operating Engineer - Group 3**</b>  |             | 36.14  | 4.34        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 47.61         |
| <b>Operating Engineer - Group 4**</b>  |             | 35.51  | 4.26        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 46.90         |
| <b>Operating Engineer - Group 5**</b>  |             | 35.01  | 4.20        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 46.34         |
| <b>Operating Engineer - Group 6**</b>  |             | 34.55  | 4.15        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 45.83         |
| <b>Operating Engineer - Group 7**</b>  |             | 30.34  | 3.64        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 41.11         |
| <b>Welder</b>  |             | 38.15  | 4.58        | 2.40                   | 4.14         | 0.29        | 0.05          | 0.25          | 49.86         |
| <b>Employee Deductions and Employer Contributions per hour on hours "WORKED":</b>        |             |  |             |                        |              |             |               |               |               |
| Hourly Dues  |             | \$0.89   |             |                        |              |             |               |               |               |
| Local Union Check Off  |             | <i>To be determined by each Local Union. Appropriate notice shall be given to the Employer by the Local Union.</i> |             |                        |              |             |               |               |               |
| Premiums   |             |  |             |                        |              |             |               |               |               |
| Job Steward \$1.50 per hour  |             |  |             |                        |              |             |               |               |               |
| Afternoon Shift - \$1.75 per hour  |             |  |             |                        |              |             |               |               |               |
| Night Shift - \$3.00 per hour  |             |  |             |                        |              |             |               |               |               |
| Safety - Basic \$.25 per hour  |             |  |             |                        |              |             |               |               |               |
| Safety - LSE \$.50 per hour  |             |  |             |                        |              |             |               |               |               |
| <i>*Labourer, Cement Mason, Operating Engineers - Foreman 115%, General Foreman 125%</i> |             |  |             |                        |              |             |               |               |               |
| <i>**For Operating Engineer, see Appendix 1</i>  |             |  |             |                        |              |             |               |               |               |
| ***Wage re-opener April 30, 2022   |             |  |             |                        |              |             |               |               |               |

