



COLLECTIVE AGREEMENT

Between

Skyway Canada Limited

Construction/Non-Construction/Maintenance Alberta

And

Construction Workers Union, CLAC Local 63

DURATION: February 1, 2024 – January 31, 2026



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Skyway Canada Limited (hereinafter referred to as "the Employer")

and

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

February 1, 2024 – January 31, 2026

This printing is for information purposes only. Original signed documents are on file at the CLAC Member Centre in Edmonton.

Table of Contents

ARTICLE 1 - PURPOSE	5
ARTICLE 2 - RECOGNITION	6
ARTICLE 3 - MANAGEMENT'S RIGHTS	7
ARTICLE 4 - UNION REPRESENTATION	8
ARTICLE 5 - STRIKES OR LOCKOUTS	11
ARTICLE 6 - EMPLOYMENT POLICY	11
ARTICLE 7 - REMITTANCES AND REPORTING	12
ARTICLE 8 - WAGE AND AREA RATES OF PAY	16
ARTICLE 9 - HOURS OF WORK AND OVERTIME	18
ARTICLE 10 - LAY-OFFS	22
ARTICLE 11 - VACATION AND VACATION PAY	23
ARTICLE 12 – GENERAL HOLIDAYS AND HOLIDAY PAY	24
ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION	24
ARTICLE 14 - UNION-MANAGEMENT COMMITTEE	28
ARTICLE 15 - HEALTH AND SAFETY	29
ARTICLE 16 - BENEFIT PLAN	31
ARTICLE 17 – RETIREMENT PLANS	32
ARTICLE 18 - EDUCATION AND TRAINING FUNDS	36
ARTICLE 19 - TOOLS	37
ARTICLE 20 - PROTECTIVE EQUIPMENT	38
ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY	39
ARTICLE 22 - GRIEVANCE PROCEDURE	41
ARTICLE 23 - ARBITRATION	45
ARTICLE 24 – WARNING, SUSPENSION AND DISCHARGE	46
ARTICLE 25 - DUES AND TRUST FUND PAYMENTS	49
ARTICLE 26 – COLLECTIVE AGREEMENT AMENDMENTS	50
ARTICLE 27 - DURATION	51
WAGES AND CLASSIFICATIONS	
Wage Schedule Notes	59
OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS PLAN	64

CONSTRUCTION/NON-CONSTRUCTION/MAINTENANCE ALBERTA

COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:
 - a) to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b) to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c) to establish an equitable system for the promotion, discipline, transfer, layoff and recall of employees and;
 - d) to establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges.

- 1.03 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, in bad faith, or that violates applicable human rights legislation.
- 1.04 Should any part of this agreement be declared invalid, the remainder of the agreement will continue in full force and effect.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in the Schedules as appropriate to the work attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit as defined in Certificates 612-2015, 615-2015, 613-2015, and 614-2015, 213-2018, issued by the Alberta Labour Relations Board. That is, all employees in the province of Alberta when employed in construction as General Construction Carpenters and/or Scaffolders and Insulators and General Construction Plasterers and all employees in maintenance as Maintenance Carpenters and/or Scaffolders and Insulators

This agreement also covers all employees of the Employer in the Province of Alberta when employed in Construction, non-construction and/or Maintenance as Plasterers, Carpenters, and/or Scaffolders and Insulators, their Apprentices and Foremen, save and except General Foremen, Timekeepers, Supervisory, Managerial, Office and Clerical Personnel.

2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and

provisions of this Agreement, except by the mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Employer's rights include but are not limited to the following:
 - a) the right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause.
 - b) the right to select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit.
 - c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

- 3.02 The sole and exclusive jurisdiction over operations, building, machinery, equipment will be vested in the Employer.
- 3.03 The Employer may contract out work where:
 - a) they do not possess the necessary facilities or equipment;
 - b) they do not have and/or cannot acquire the required manpower;
 - c) they cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.
- 3.04 The Employer will discuss with the Union at the pre-job conference the portion, or portions of the project, that the Employer wishes to sub-contract and the sub-contractors to be hired to do such work.

ARTICLE 4 - UNION REPRESENTATION

4.01 <u>Stewards</u>

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 shop stewards to assist an employee in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement.
 - In general, the number of shop stewards will be determined as follows:
 - i) when there are fifty (50) or less employees one (1) steward;

- ii) over fifty (50) employees, but less than one hundred (100) two (2) stewards;
- iii) for every hundred (100) employees beyond one hundred (100) one (1) additional steward. More stewards may be added by mutual agreement; and
- b) i) stewards will receive the hourly premium as set out in Schedule" Notes. The Union will advise the Employer in writing the name(s) of the steward(s).
 - ii) stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Where possible the Employer will notify the Union prior to layoff if a Steward is affected by a planned lay off.
- c) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that they will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their supervisor. Such permission will not be unreasonably withheld.

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

d) A Union Steward will be given the opportunity to address all new employees during their site orientation session, for the purpose of introducing themselves and the Union and providing the employee with Union information that pertains to them.

4.02 Representatives

- a) Duly appointed Representatives of the Union are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:
 - i) the Union Representative will identify themselves to the appropriate management personnel upon arriving at a job site;
 - ii) the Union Representative will not interfere with the progress of work.
- 4.03 The Union has the right to appoint a Negotiating Committee. Employees to a maximum of four (4), two (2) per one hundred (100) employees, on the committee will be paid by the Employer to a maximum of thirty-two (32) hours per Contract Agreement at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.
- 4.04 Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project.

- 4.05 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC representative may attend such meetings.
- 4.06 There will be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 5 - STRIKES OR LOCKOUTS

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

ARTICLE 6 - EMPLOYMENT POLICY

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to qualified Union members who are able to meet the Employer's requirements of the job. If the Union is not able to refer qualified Union members, the Employer will be able to hire from outside the Union membership.

- 6.02 New employees will be hired on a probationary period of ninety (90) calendar days and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration excepting those provisions in Article 1.04. When a probationary employee is disciplined and not discharged, the parties agree that the terms stated in Article 24 will prevail.
- 6.03 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees. It is agreed that probationary employees require appropriate and constructive feedback in order to improve performance. Accordingly, the Employer agrees to appropriately give this constructive feedback to a probationary employee.
- 6.04 Employees who have passed their probationary period and are rehired within six (6) months after a layoff will not re-serve a new probationary period.
- 6.05 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.

ARTICLE 7 - REMITTANCES AND REPORTING

7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Employer Dues Directive issued by the Union. The Employer is also authorized to deduct any administration fees owing by an employee to the Union, when hired.

- 7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the Twentieth (20th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made, and the amount remitted for each.
- 7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.04 The Employer shall remit dues electronically, on a form prescribed by the Union, and shall include on such remittance the following information for each employee:
 - a) first, middle and last name;
 - b) work location/job site;
 - c) job type (Maintenance or Construction);
 - d) classification;
 - e) rate of hourly pay, including hourly premiums;
 - f) gross earnings;
 - g) total regular and overtime hours worked in the month for which such deductions are made;
 - h) dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and,
 - i) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement.
 - j) Social Insurance Number
 - k) Date of Birth

- Gender
- m) Employee Number
- n) Complete Mailing address
- 7.05 The Employer shall remit electronically, on a form prescribed by the Union, upon the start of Employment, lay-off, quit or termination of an employee, and will also send to the Union within the same pay period that the action occurred, the following information of the employees involved:
 - a) complete mailing address;
 - b) e-mail address;
 - c) primary telephone;
 - d) Job start date or job end date;
 - e) classification, including level or apprenticeship year;
 - f) date of birth;
 - g) gender;
 - h) Indigenous status and which community;
 - i) Also for current Employees, any change in classification, level, or apprenticeship year (and when they occurred).
- 7.06 All contributions and deductions pursuant to Articles 16, 17 and 18 shall be remitted together with and in the manner described for Union dues, as set out here in Article 7.
- 7.07 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, Union dues arrears, and Administration dues, and the Employer will have the

right to continue to rely on such written notification until it receives other written notification from the Union. The Union shall provide the Employer with a minimum of thirty (30) days' notice of any change in the above noted dues.

7.08 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies. Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union.

All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.

- 7.09 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.
- 7.10 The Employer agrees to include the amount of union dues paid by each employee for each tax year on the employee's T-4 slip.

ARTICLE 8 - WAGE AND AREA RATES OF PAY

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

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

8.03 Show Up Time

- a) An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at their regular hourly rate.
- b) The employee will also receive their full accommodation allowance if and when applicable.
- c) Regular hours missed will count as hours worked, for the purposes of qualifying for overtime.

- d) Proper notification will be an hour prior to the Employees start time and will be communicated via text message or email where possible.
- e) In the case of a camp, such notices are to be posted in the kitchen and/or dining room.

8.04 Starting Work

- a) An employee who starts work and is prevented from completing their normal workday will receive a minimum of four (4) hours pay at their regular hourly rate.
- b) The employee will also receive their full accommodation allowance, if and when applicable.
- c) Regular hours missed will count as hours worked, for the purposes of qualifying for Overtime.
- 8.05 When there is a temporary shortage of work within a given workday in a specific classification, the Employer may employ the affected employees in another classification, at the regular hourly rate of their usual specified classification provided the employee is qualified to do the required work.
- 8.06 Employees given the option to work in another classification for which they are qualified instead of being laid off will be paid the rate for the new classification.
- 8.07 Payment of wages will be by direct deposit. An employee may only opt out of direct deposit if they provide proof in writing that they are incapable of making arrangements for a bank account (i.e., denied or refused an account by the institutions).

8.08 Wage Review

The parties agree that the wage rates in schedule B effective February 11, 2024, are subject to negotiation. These negotiations will take place prior to February 1, 2025.

If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this agreement.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The normal work week will consist of forty (40) hours per week.
- 9.02 Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of eight (8) regular hours per day and forty (40) regular hours per week.
- 9.03 Overtime will be paid when an employee works on any regularly scheduled day off. When an employee works any hours or days prior to the commencement of their scheduled shift, or when they work any hours or days following their regular scheduled shift, these hours/days will be paid as overtime.
- 9.04 If employees miss scheduled hours due to lack of work available, or due to time spent in mandatory training, the regular hours missed will count as hours worked, for the purposes of qualifying for overtime.
- 9.05 The Union and the Employer may agree to enact a compressed work week for certain projects. The compressed work week will consist of four (4) consecutive ten (10) hour days.

Daily overtime will then be after ten (10) regular hours per day and weekly overtime will be after forty (40) regular hours per week.

9.06 Overtime will also be paid for all hours worked on statutory Holidays. When a statutory holiday, as outlined in Article 12.01, occurs during the week, overtime will be paid for all regular hours in excess of thirty-two (32) hours or thirty (30) regular hours on a compressed work week schedule.

Hours worked and paid at overtime do not count towards the thirty two (32) hour threshold.

If there are two statutory holidays in one week overtime will be paid for all hours worked in excess of twenty four (24) regular hours, or twenty (20) regular hours on a compressed work week schedule.

9.07 Sunday

- a) Sunday will be deemed the first day of the week.
- b) When a scheduled break occurs, it will include a Sunday whenever possible.
- 9.08 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.09 Hours of work and overtime as set out in this article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the pre-job conference report.

9.10 It is agreed that the provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 8.03 and 8.04.

9.11 Coffee Breaks and Meal Periods

- a) There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.
- b) Employees will be given a meal period of one half (1/2) hour per shift, but such period will not be considered as time worked.
- c) Employees will be entitled to an additional coffee break for every two (2) hours of time worked above the scheduled shift.
- d) Employees who are not scheduled but are on site beyond twelve (12) hours in a day will be provided with an additional one half (1/2) hour meal period paid at their wage rate and a meal will be provided by the Employer.
- e) All breaks will be paid:
 - If that is the prevailing standard at a given site, regardless of shift cycle. This will be specified in a pre-job agreement.
- f) If an alternate break schedule is required, the parties may agree to such a schedule in a pre-job agreement as per Article 26.02.
- 9.12 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

9.13 Changing from Days to Nights (or vice versa)

Proper notice for a change is considered to be the last day (or earlier) of the shift cycle directly preceding the change. When a change is implemented without the required notice, the employee will be made whole in the following ways:

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

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

9.14 Changes to Shift Cycles, Shifts, and Scheduled Hours

a) Change in Shift Cycle (rotation): Employees will be notified of any Shift Cycle change by the Employer no later than seven (7) days preceding the change. When proper notice is given, the hours worked will be considered regular scheduled days, and will be paid in accordance with Article 9 of the Collective Agreement.

Shorter notice can be agreed to by the Employer and the Employee provided:

- i) An Employee agrees in writing to the shift cycle change;
- ii) An Employee is not influenced to accept the cycle change; and,

iii) The agreement with the Employee is made before the shift cycle change in question is worked, and is on file with the Employer.

When shorter notice is agreed upon, the hours worked will be considered regular scheduled days, and will be paid in accordance with Article 9 of the Collective Agreement.

ARTICLE 10 - LAY-OFFS

10.01 Construction - Each affected employee will be given four (4) hours' notice of layoff. Four (4) hours' pay may be given in lieu of notice. A DSP will be paid at the applicable Journeyperson wage rate. The Employer will make every attempt to perform layoffs during an employee's working shift days, prior to them going home.

Fabrication, Maintenance, and Non-Construction — Each affected employee will be given notice of layoff or pay in lieu of notice of layoff as per the Alberta Employment Standards Code. A DSP will be paid at the applicable Journeyperson wage rate. The Employer will make every attempt to perform layoffs during an employee's working shift days, prior to them going home.

10.02 The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.

ARTICLE 11 - VACATION AND VACATION PAY

11.01 a) Construction

All employees employed in the construction industry, as defined in the Alberta Employment Standards Code, will be entitled to receive vacation pay in an amount equal to six percent (6%) of their base wage rate for all hours worked.

b) Non-Construction, Fabrication, Maintenance

Employees not employed in the construction industry or that are employed in the fabrication and Maintenance industries will be entitled to receive vacation pay in an amount equal to five percent (5%) of their base wage rate for all hours worked.

Vacation pay will increase to six (6%) for employees who have been employed with the Employer for five (5) consecutive years or more, as per the Alberta Employment Standards. Time will not accrue during trade school attendance or while on layoff but will be held and continue to accumulate upon a return or recall within 6 months from the time of separation.

- 11.02 Vacation pay will be paid to employees on each pay cheque.
- 11.03 The Employer will consider vacations at the times requested considering business requirements. Requests will not be unreasonably withheld.

ARTICLE 12 – GENERAL HOLIDAYS AND HOLIDAY PAY

12.01 a) Construction

Employees will be entitled to receive holiday pay in an amount equal to four percent (4%) of their base wage rate for all hours worked in lieu of the holidays listed below.

b) Non-Construction, Fabrication, Maintenance

Employees will be entitled to receive holiday pay in an amount equal to five percent (5%) of their base wage rate for all hours worked in lieu of the holidays listed below.

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day and any further days proclaimed by the Provincial Government

- 12.02 Employees required to work on one of the above general holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.
- 12.03 Holiday pay will be paid to employees on each pay cheque.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION

13.01 Preamble

a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this article, is to provide a fair

means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.

- b) For the purposes of this Agreement, the Employer's base of operations is defined as the center of, Whitecourt, Grande Prairie, Calgary and Edmonton, or the job site. The base of operation will be determined at the pre-job conference.
- c) Travel and accommodation provisions will be agreed to at the pre-job conferences.

13.02 Travel and Accommodation Zones

Transportation and accommodation zones with a distance of sixty-five (65) and ninety (90) kilometers, as measured by Google maps, have been established from the Employer's base of operations.

13.03 <u>Daily Travel</u>

- a) There is no daily travel allowance within the sixty-five (65) kilometer free zone, as measured by Google maps.
- b) When an employee provides transportation to travel daily to a jobsite that requires travel between the sixty-five (65) kilometer distance and the ninety (90) kilometer distance, the employee will receive payment of one dollar and twenty-five cents (\$1.25) per kilometer for all travel beyond the sixty-five (65) kilometer mark.
- c) There will only be daily travel allowance beyond the ninety (90) kilometer mark upon the mutual agreement of the parties.

d) When the Employer provides transportation to the jobsite, there is no daily travel allowance provided the one-way travel is within sixty-five (65) km.

Time spent travelling beyond sixty-five (65) km shall be paid at the employee's base rate. Travel time will not count as time worked for the purposes of overtime calculation.

Drivers shall be paid for driving time at their base rate of pay for transportation between the Employer's base of Operations and the jobsite. Driving time will not count as time worked for the purposes of overtime calculation.

e) Employees receiving accommodation allowance will not be entitled to daily travel allowance unless the Employer and Union agree that there is no accommodation available within sixty-five (65) kilometers of the job site. Employees in this situation, who provide their own transportation, will receive a daily travel allowance of sixty cents (\$0.60) per kilometer.

13.04 <u>Initial/Terminal Travel Allowance</u>

- a) For projects whose base of operations is defined as Whitecourt, Grande Prairie, Calgary or Edmonton there is no initial or terminal travel.
- b) For projects whose base of operations is defined as the job site, the initial or terminal travel allowance will be agreed to at the pre-job based on the following criteria:
 - i) travel allowance will be paid from the Union's Edmonton or Calgary office up to the free zone established in Article 13.03 a), but not within the zone;
 - ii) the amount of travel allowance will be subject to negotiation and agreement between the Employer and

the Union, with the cost of public transportation and duration of travel as guidelines. The amount will be indicated on the pre-job form for the project;

iii) employees who quit or are terminated for just cause will forfeit their travel allowance for that shift cycle.

13.05 Accommodation Allowance

- a) For projects whose base of operations is defined as, Whitecourt, Grande Prairie, Calgary or Edmonton no accommodation allowance will be paid.
- b) For projects whose base of operations is defined as the job site, accommodation allowance will be paid for all employees whose permanent residence is beyond ninety (90) kilometers from the job site.
- c) Daily accommodation allowance will be a minimum of onehundred and fifty dollars (\$150.00) per day unless otherwise agreed by the parties' subject to Article 26. The Employer and the Union may agree to reasonable partial accommodation allowances where the employee elects to commute to their place of residence or supplies their own living accommodation.
- d) Where camp accommodations are provided, accommodation allowance will not be paid.

13.06 Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.02, 13.03 and 13.04.

13.07 <u>Alternative Arrangements</u>

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

13.08 <u>Turnarounds</u>

During the course of a project the work schedule may provide for turnaround periods to allow employees reasonable time off. This time and cost reimbursement will be subject to agreement by the Employer and Union at the pre-job conference.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

- 14.01 In order to build a cooperative relationship between the Employer, the Union and the employees, Union-Management meetings will be scheduled on each project. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project. The areas for discussion will include but not be limited to the following:
 - safety measures;
 - ii) discipline and discharge policies;
 - iii) training and promotion;

- iv) hiring policies;
- v) matters that affect the working conditions of the employees.
- 14.02 A committee member, attending the Union-Management meetings during regular working hours, will be entitled to their regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty-five (\$25.00) to a committee member for each meeting attended.
- 14.03 The Employer may meet periodically with its employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees.
- 14.04 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 15 - HEALTH AND SAFETY

15.01 When necessary, a committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.

- 15.02 a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment.
 - b) the Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
 - c) It is the intent of the parties to achieve working conditions that are not unsafe or unhealthy taking into consideration the minimum hazards inherent to the operation of the process in question.
- 15.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their normal working day.
- 15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer.

15.05 <u>Modified Work Programs</u>

If an employee is injured on the job and requires medical attention the employee is entitled to Modified Duty Work and they will inform the attending Physician of the same.

The Employer will inform the Physician of the types of light duty work available to the employee and will make the same available to the employee with the Physician's approval.

15.06 <u>Drug and Alcohol Policy</u>

The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be required, the Employer will develop a Drug and Alcohol Policy that complies with current legislation.

In general, the parties agree to use the COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), Canadian Model, the latest Version, as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

The parties agree to adopt any newer versions of the Canadian Model issues during the term of this agreement. The Employer agrees to utilize the oral fluid test unless otherwise dictated by the client.

ARTICLE 16 - BENEFIT PLAN

- 16.01 The Employer agrees to pay the amount as set out in the Schedules for all hours worked for each employee towards the Insurance Plan administered by the union. An outline of the Benefit Plan is included in the appendix.
- 16.02 a) Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

- b) It is the responsibility of each employee to be familiar with the specific details of coverage, (outlined at the back of this agreement in) and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 16.03 Benefit premiums will be reviewed during November of each year with a January 1 implementation date for any new rate. These reviews are subject to the processes set out in Article 22 and 23; with the specific intent of this agreement to provide 100% employer provided benefits.

ARTICLE 17 – RETIREMENT PLANS

17.01 Retirement Savings Plan (RSP)

- a) The Christian Labour Association of Canada (CLAC) Group Retirement Savings Plan ("RSP"), administered by the CLAC Group RSP Board of Trustees, applies to all employees covered by this Collective Agreement.
- b) New employees will join the RSP immediately.
- c) Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer.
- d) Employer Contribution: The Employer agrees to contribute the Group RSP amount set out in the applicable Wage Schedule, for each employee, based on the employee's base

- wages for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.
- e) Employee Voluntary Contributions: The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary employee RSP contributions. A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- f) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- g) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

17.02 Pension

- a) The Christian Labour Association of Canada (CLAC) Pension Plan ("the Plan"), a registered defined contribution pension plan, administered by the CLAC Pension Plan Board of Trustees, applies to all employees covered by this Collective Agreement.
- b) New employees will join the Plan immediately.
- c) **Employer Contribution:** The Employer agrees to contribute the pension amount set out in the applicable Wage Schedule, for each employee, based on the employee's base wages for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.

- d) Employee Voluntary Contributions: The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, employee voluntary pension contributions which are above and beyond those contributions outlined in Article 17.02 (d). A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- e) The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

17.03 Retirement Plan Contribution Details

- a) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the retirement plans will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.
- b) Where legislation prohibits retirement plan contributions because of age, an amount equivalent to the contributions in Articles 17.01 and 17.02 will be paid to that employee on each pay cheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of retirement contributions

will not be less than the amount that employee would have received if he/she were still contributing to the applicable plan.

c) The total amount of retirement contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship.

For greater clarity, it is the employee's responsibility to ensure he/she does not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, neither the Employer nor the Union shall not be liable for any tax consequence imposed on the employee.

- d) The Employer will remit retirement contributions to the applicable CLAC Remittance Team as outlined in Article 25. Employer, employee and voluntary contributions must be recorded separately on the remittance.
- e) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 25, the Employer is responsible for compensating the retirement plans for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions that are part of the remittance. The retirement plans will allocate the missed contributions and investment returns to the affected employees' accounts.
- f) The Union acknowledges and agrees that other than remitting contributions to the retirement plans as set out in

this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the Plan or RSP or be responsible for providing such benefits.

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

ARTICLE 18 - EDUCATION AND TRAINING FUNDS

18.01 Education Fund (EF)

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

18.02 Apprenticeship Training Funds (AF)

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

18.03 CLAC Alberta Training Trust Fund (TTF)

The Employer agrees to contribute an amount as set out in the Wage Schedules for all hours worked by all employees to the TTF. These funds will be used to cover the costs of all core training courses as established by the Training Trust Fund Board of

Trustees for all eligible employees. Eligible employees include anyone who has worked for a CLAC Local 63 Signatory Employer within the last three months.

The funds will also be used for the general operations of CLAC Alberta Training and will be governed by the policies and procedures of CLAC Alberta Training and its Training Trust Fund Board of Trustees.

18.04 <u>Time Spent Training:</u>

Time spent attending mandatory courses, including but not limited to: H2S, Fall Arrest, AWP, and Confined Space, will be paid at 8 hours straight time per day per course for those employees who have been continually employed with Skyway for 4000 hours, or return to work within 6 months following a lay-off.

Night Shift Training:

If an employee on night shift requires training that requires them to miss work time due to safety concerns (ie: appropriate sleep time) they shall be paid for all missed hours.

ARTICLE 19 - TOOLS

- 19.01 All tradesmen will supply their own tools common to their trade. Specialty tools will be provided by the Employer.
- 19.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.

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

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 All employees will wear safety hats to be made available by the Employer.
- 20.02 All employees will wear CSA approved safety shoes/boots where required, furnished by the employee as per the site requirements.
- 20.03 The employer will furnish employees with a reasonable supply of gloves, safety equipment, including safety glasses, body harnesses with lanyards, any required FR gear and rain gear if and when required. Such safety equipment must be returned to the Employer at the completion of the employee's employment.

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

At the completion of employment should an employee fail to return an Employer provided harness, lanyard, dog-leash or coveralls such employee may have the cost of such provided equipment deducted from their final pay cheque.

20.04 Prescription Safety Eyewear

The Employer agrees to reimburse the cost of prescription safety glasses (contact lenses are not eligible) up to three hundred dollars (\$300.00) according to the following criteria:

The employee must provide a copy of the prescription and receipt for the glasses.

The employee must have worked 1200 hours or 6 months with the Employer for the first reimbursement.

For any subsequent reimbursement the employee must have worked an additional 4000 hours from the last time reimbursed and will be eligible for a reimbursement of the cost of prescription safety glasses (contact lenses are not eligible) up to three-hundred dollars (\$300.00).

Should an employee elect to have corrective laser eye surgery, they are eligible to receive a one-time payment of three hundred (\$300.00) dollars subject to the criteria above.

20.05 Boot Allowance:

Each employee is eligible for a boot allowance of \$200, one (1) time per year. This allowance will be paid to each employee following completion of the first six months of employment, and after each year of work for the employer. Receipts must be submitted.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 21.01 The Employer will grant leaves of absence, to be requested in writing, without pay for the following reasons:
 - a) Marriage of the employee;
 - b) Sickness of the employee or employee's immediate family;
 - c) Union activity other than this establishment.

- d) Other personal reasons as approved by the Employer.
- e) Birth or adoption of the employees own child;
- f) Death of a family member not outlined in Article 21.02;
- g) Employer approved job related training.
- 21.02 a) An employee will be granted five (5) days leave of absence with pay, at the employees' regular hourly rate for eight (8) hours per day to make arrangements for and to attend the funeral of the employee's spouse, common-law spouse, children (including in-law children), and legal dependent.
 - b) An employee will be granted three (3) days leave of absence with pay, at the employees' regular hourly rate for eight (8) hours per day to make arrangements for and to attend the funeral of the employee's father, mother, brother, sister, legal guardian, mother-in-law, father-in-law, brother in-law, sister in-law, grandparents, and grandchildren.

To receive such pay, the employee must return to work, unless notified of a layoff during the leave. Further time off without pay may be granted by mutual agreement between the Employer and the employee.

It is understood that the Employer will accept as documentation for verification purposes, any one of the following: a funeral program, a local newspaper obituary or a Death Certificate

21.03 Employees who fail to report for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 4 as the agents through which employees will process their grievances and receive settlement thereof.
- 22.02 "Grievance" will mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

A "Group Grievance" is defined as a single grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.

A Policy Grievance will be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.

22.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "workdays". A workday is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication,

the time limits expressed in this Article will not be deemed to be in effect.

However, either party may at any time unilaterally declare that the time limits are in effect. From the date of that unilateral declaration the time limits will come into effect at the last step filed by either party.

22.04 The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

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

22.05 No employee will have a grievance until they have discussed their complaint with their Superintendent. If the employee's Superintendent does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.06, if a grievance is to be filed it will, within the five (5) workdays referred to in Article 22.04 above, be reduced to writing and will be presented to the

designated Employer representative by a Steward or a CLAC representative. The designated Employer representative will notify the Union representative of their decision in writing not later than five (5) workdays following the day upon which the grievance was submitted.

The grievance referred to above will identify:

- a) the facts giving rise to the grievance;
- b) the section or sections of the Agreement claimed violated;
- c) the relief requested;
- d) where practical, will be signed by the employee or employees involved.

Step 2

If the grievance is not settled in Step 1, a CLAC representative will within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the designated Employer Representative. A meeting will be held between the Steward or CLAC representative together with the grievor involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written grievance to the designated Employer representative. The Employer will notify the Steward or CLAC Representative of their decision in writing within five (5) workdays of such meeting.

Step 3

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) workdays of the delivery of the decision or within five (5) workdays of the date on which the decision should have been made in Step 2 to the Steward or CLAC Representative but not thereafter.

22.06 <u>Union Policy Grievance or Employer Grievance</u>

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) workdays of the time circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Employer and the Union will be held within five (5) workdays of the presentation of the written grievance and will take place within the framework of Step 3 of Article 22.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) workdays after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) workdays of the delivery of such written decision and the arbitration section of this Agreement will be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) workdays, the Employer will not be liable for any damages during the foregoing fifteen (15) workday period. The provisions of this paragraph 22.06 will not be used by the Union to institute a grievance directly affecting an employee or employees' which such employee or employees could themselves institute, and the provisions of Articles 22.04 and 22.05 hereof will not thereby be bypassed.

ARTICLE 23 - ARBITRATION

- 23.01 If notice of desire to arbitrate is served, the two parties will meet in an attempt to obtain agreement to refer the matter to an agreed upon single arbitrator within seven (7) calendar days of receipt of notification. The arbitrator will meet within twenty-one (21) calendar days of the appointment and hear such evidence as the parties may desire to present to assure a full, fair hearing, and will render a decision in writing to the parties within fourteen (14) days after the completion of the hearing.
- 23.02 If the parties fail to agree on an agreed single arbitrator within seven (7) calendar days as required above then either party may request the Minister of Labour to appoint an impartial arbitrator.
- 23.03 The decision of the single arbitrator will be final and binding on the two parties to the dispute and will be applied forthwith.
- 23.04 The Union and the Employer may mutually agree to appoint a three (3) person arbitration board as an alternative to the above. The procedure for this is outlined in Sections 23.05 to 23.07.
- 23.05 Within seven (7) calendar days of receipt of notification by the one party, the other party will nominate its choice of nominee by notice in writing. The two (2) nominees so nominated will meet forth with and if within seven (7) calendar days of their first meeting, they

have failed to settle the grievance, they will attempt to select, by agreement, the chairperson for the arbitration board. If they are unable to agree upon the choice of such chairperson within a further period of twenty-four (24) hours, they will then request the Director of Meditation Services for the Province of Alberta to appoint a chairperson.

- 23.06 After the arbitration board has been formed by the above procedure, it will meet within twenty-one (21) calendar days of the appointment of the chairperson and hear such evidence as the parties may desire to present to assure a full, fair hearing, and will render its decision in writing to the parties within fourteen (14) days after completion of the hearing.
- 23.07 The chairperson will have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered will be final and binding.
- 23.08 The arbitration board or single arbitrator, by its decision, will not alter, amend or change the terms of this agreement
- 23.09 Each of the parties to this Agreement will bear the expenses of its nominee to the arbitration board, and the fees and expenses of the chairperson or single arbitrator will be borne equally by the two parties to the dispute.

ARTICLE 24 – WARNING, SUSPENSION AND DISCHARGE

24.01 <u>Progressive Discipline</u>

Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance issue or opportunity for improvement exists. The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations. Progressive discipline is most successful when it assists an individual to become an effectively performing member of the organization.

The employer will ensure that a proper progressive discipline process is in place and consistently used. The process properly features increasingly formal efforts and increasingly serious consequences, (depending on the severity of the issue) to provide appropriate feedback to the employee so that they can correct the problem. The goal of progressive discipline is to improve employee performance and in general will follow the following template.

- a) Verbal Reprimand
- b) Written Reprimand
- c) Removal from the job site (temporary or permanent)
- 24.02 A verbal warning is the first disciplinary step to encourage corrective behavior. A verbal warning should be recorded in writing.

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

 The refusal by an employee to abide by Safety Regulations;

- ii) The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- iii) The refusal by the employee to abide by the requirements of the Employer's clients; or
- iv) The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.
- 24.03 A Shop Steward will be present for all disciplinary meetings. When a Steward is not available, the employee may choose another employee to be present. If the employee does not choose another employee, the Employer may choose another employee to be present.
- 24.04 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be provided in writing by the foreman/supervisor. The foreman/supervisor will send a copy of such warning to the Steward and Union office within twenty-four (24) hours.
- 24.05 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) workdays to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, by-passing the grievance procedure.
- 24.06 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive workdays without a justifiable reason.

24.07 <u>Company Vehicles</u>

The safe operation of Employer provided vehicles is necessary for the safety of all employees. Therefore, in the event of an incident where a company vehicle is damaged, an investigation will be conducted. If such investigation finds an employee responsible for damages due to gross negligence, then the Employer may enact discipline against said employee up to and including termination. Any disciplinary action taken by the Employer under this article will be subject to the grievance procedure as outlined under Article 22.

ARTICLE 25 - DUES AND TRUST FUND PAYMENTS

- 25.01 The parties acknowledge that delinquent payments to the Union for dues, as outlined in article 7, or for any of the Employer contributions to the Funds established in Articles 16, 17 and 18 will pose a serious threat to the plan participants. Therefore, the Trustees of the Funds are empowered to take any action in law necessary to collect all Funds owing, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.
- 25.02 Contributions will be made to the Union Remittance Processing Centre to Articles 7, 16, 17 and 18, each month, by the twentieth (20th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.

- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, the Health and Welfare plan and the RSP and Pension plan, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union office. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union office for Union dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

ARTICLE 26 – COLLECTIVE AGREEMENT AMENDMENTS

26.01 It is understood and agreed that the wage rates and other provisions set out in this agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects to enable the Employer to compete with non-

union competition and/or with other specific union project agreement rates.

Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) days of receiving the request or within agreed upon timelines to meet tendering requirements from the other party.

Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

26.02 Pre-Job Conferences

- a) The Employer will notify the union that a project has been awarded to the Employer within three (3) working days following the award. Prior to the start of each project, a prejob conference will be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.
- b) A copy of the pre-job conference report will be provided to the Employer, the Union and the shop steward(s). A copy will also be posted on the bulletin board(s) at the jobsite.

ARTICLE 27 - DURATION

27.01 This agreement will be effective on the first (1st) day of February, two thousand and twenty four (2024) and will remain in effect until the thirty-first (31th) day of January, two thousand and twenty six

(2026) and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.

- 27.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement.
- Until a new agreement has been concluded all provisions in this 27.03 Collective Agreement will remain in full force and effect.

DATED at Edmonton, Alberta, this _	day of 2024.
Signed on behalf of SKYWAY CANADA LIMITED	Signed on behalf of CONSTRUCTION WORKERS UNION, CLAC LOCAL 63

This printing is for information purposes only. Original signed documents are held sentative on file at the CLAC Member Centre in Edmonton. Per **Authorized Representative**

Authorized Representative

WAGES AND CLASSIFICATIONS

Skyway Canada Limited Schedule A - General Alberta Classification and Hourly Wages Sunday, February 11, 2024

		Employer Contributions						
Journey Person Classification	Base	Vac Stat	H &W	RSP	Pension	EF/AF	TF	Total
	Wage	10%	\$2.29	4%	4%	\$0.08	\$0.23	
Carpenter	\$45.77	\$4.58	\$2.29	\$1.83	\$1.83	\$0.08	\$0.23	\$56.61
Scaffolder	\$45.77	\$4.58	\$2.29	\$1.83	\$1.83	\$0.08	\$0.23	\$56.61
Insulator	\$45.77	\$4.58	\$2.29	\$1.83	\$1.83	\$0.08	\$0.23	\$56.61

						Emplo	yer Contrik	outions		
Apprenticesh	nip Classifica	ation	Base Wage	Vac Stat	H &W	RSP	Pension	EF/AF	TTF	Total
			vvage	10%	\$ 2.29	4%	4%	\$ 0.08	\$0.23	
Carpenter	1st year	60%	\$27.46	\$2.75	\$2.29	\$1.10	\$1.10	\$0.08	\$0.23	\$35.01
	2nd year	70%	\$32.04	\$3.20	\$2.29	\$1.28	\$1.28	\$0.08	\$0.23	\$40.41
	3rd year	80%	\$36.62	\$3.66	\$2.29	\$1.46	\$1.46	\$0.08	\$0.23	\$45.81
	4th year	90%	\$41.19	\$4.12	\$2.29	\$1.65	\$1.65	\$0.08	\$0.23	\$51.21
Scaffolder - CLA	C/SIAC Prog	gram								
	1st year	60%	\$27.46	\$2.75	\$2.29	\$1.10	\$1.10	\$0.08	\$0.23	\$35.01
	2nd year	70%	\$32.04	\$3.20	\$2.29	\$1.28	\$1.28	\$0.08	\$0.23	\$40.41
	3rd year	80%	\$36.62	\$3.66	\$2.29	\$1.46	\$1.46	\$0.08	\$0.23	\$45.81
Insulator - 3 yea	r program									
	1st year	60%	\$27.46	\$2.75	\$2.29	\$1.10	\$1.10	\$0.08	\$0.23	\$35.01
	2nd year	70%	\$32.04	\$3.20	\$2.29	\$1.28	\$1.28	\$0.08	\$0.23	\$40.41
	3rd year	80%	\$36.62	\$3.66	\$2.29	\$1.46	\$1.46	\$0.08	\$0.23	\$45.81

Skyway Canada Limited Schedule B - Wood Buffalo Classification and Hourly Wages Sunday, February 11, 2024

			Emplo	yer Contrib	outions			
Journey Person Classification	Base	Vac Stat	H &W	RSP	Pension	EF/AF	TF	Total
	Wage	10%	\$2.29	4%	4%	\$0.08	\$0.23	
Carpenter	\$48.40	\$4.84	\$2.29	\$1.94	\$1.94	\$0.08	\$0.23	\$59.71
Scaffolder	\$48.40	\$4.84	\$2.29	\$1.94	\$1.94	\$0.08	\$0.23	\$59.71
Insulator	\$48.40	\$4.84	\$2.29	\$1.94	\$1.94	\$0.08	\$0.23	\$59.71

					Emplo	yer Contrik	outions		
Apprenticeship Classi	Apprenticeship Classification		Vac Stat	H &W	RSP	Pension	EF/AF	TTF	Total
		Wage	10%	\$ 2.29	4%	4%	\$ 0.08	\$0.23	
Carpenter 1st ye	ar 60%	\$29.04	\$2.90	\$2.29	\$1.16	\$1.16	\$0.08	\$0.23	\$36.87
2nd ye	ar 70%	\$33.88	\$3.39	\$2.29	\$1.36	\$1.36	\$0.08	\$0.23	\$42.58
3rd ye	ar 80%	\$38.72	\$3.87	\$2.29	\$1.55	\$1.55	\$0.08	\$0.23	\$48.29
4th ye	ar 90%	\$43.56	\$4.36	\$2.29	\$1.74	\$1.74	\$0.08	\$0.23	\$54.00
Scaffolder - CLAC/SIAC P	rogram								
1st ye	ar 60%	\$29.04	\$2.90	\$2.29	\$1.16	\$1.16	\$0.08	\$0.23	\$36.87
2nd ye	ar 70%	\$33.88	\$3.39	\$2.29	\$1.36	\$1.36	\$0.08	\$0.23	\$42.58
3rd ye	ar 80%	\$38.72	\$3.87	\$2.29	\$1.55	\$1.55	\$0.08	\$0.23	\$48.29
Insulator - 3 year program	n								
1st ye	ar 60%	\$29.04	\$2.90	\$2.29	\$1.16	\$1.16	\$0.08	\$0.23	\$36.87
2nd ye	ar 70%	\$33.88	\$3.39	\$2.29	\$1.36	\$1.36	\$0.08	\$0.23	\$42.58
3rd ye	ar 80%	\$38.72	\$3.87	\$2.29	\$1.55	\$1.55	\$0.08	\$0.23	\$48.29

Skyway Canada Limited Alberta General Wage rates for Field Fireproofing and Painting (not FM area) Classification and Hourly Wages As of February 11, 2024

			Employer Contributions						
Journey Person Classification	Base	Vac Stat	H &W	RSP	Pension	EF/AF	TTF	Total	
	Wage	10%	\$2.29	4%	4%		\$0.23		
Fireproofing General Foreman	\$52.11	\$5.21	\$2.29	\$2.08	\$2.08	\$0.04	\$0.23	\$64.05	
Fireproofing Foreman	\$48.07	\$4.81	\$2.29	\$1.92	\$1.92	\$0.04	\$0.23	\$59.28	
Fireproofing Lead Hand	\$45.60	\$4.56	\$2.29	\$1.82	\$1.82	\$0.04	\$0.23	\$56.36	
Fireproofing - Journeyman	\$43.42	\$4.34	\$2.29	\$1.74	\$1.74	\$0.04	\$0.23	\$53.80	
Painting General Foreman	\$54.93	\$5.49	\$2.29	\$2.20	\$2.20	\$0.08	\$0.23	\$67.41	
Painting Foreman	\$50.35	\$5.03	\$2.29	\$2.01	\$2.01	\$0.08	\$0.23	\$62.01	
Painting Lead Hand	\$48.06	\$4.81	\$2.29	\$1.92	\$1.92	\$0.08	\$0.23	\$59.31	
Painting Journeyman	\$45.77	\$4.58	\$2.29	\$1.83	\$1.83	\$0.08	\$0.23	\$56.61	

					Employer Contributions						
Apprenticesh	nip Classific	ation	Base Wage	Vac Stat	H &W \$ 2.29	RSP 4%	Pension 4%			Total	
Fireproofer	Trainee	55%	\$23.88	\$2.39	\$2.29	\$0.96	\$0.96	\$0.04	\$0.23	\$30.74	
-	1st year	65%	\$28.23	\$2.82	\$2.29	\$1.13	\$1.13	\$0.04	\$0.23	\$35.87	
	2nd year	70%	\$30.40	\$3.04	\$2.29	\$1.22	\$1.22	\$0.04	\$0.23	\$38.43	
	3rd year	80%	\$34.74	\$3.47	\$2.29	\$1.39	\$1.39	\$0.04	\$0.23	\$43.55	
Painter	1st year	60%	\$27.46	\$2.75	\$2.29	\$1.10	\$1.10	\$0.08	\$0.23	\$35.01	
	2nd year	70%	\$32.04	\$3.20	\$2.29	\$1.28	\$1.28	\$0.08	\$0.23	\$40.41	
	3rd year	80%	\$36.62	\$3.66	\$2.29	\$1.46	\$1.46	\$0.08	\$0.23	\$45.81	

Skyway Canada Limited Fort McMurray General Wage rates for Field Fireproofing and Painting Classification and Hourly Wages As of February 11, 2024

				Employer Contributions							
Journey Person Classification	Base	Vac Stat	H &W	RSP	Pension	EF/AF	TTF	Total			
Journey Person Classification	Wage	10%	\$2.29	4%	4%		\$0.23	TOTAL			
Fireproofing General Foreman	\$55.11	\$5.51	\$2.29	\$2.20	\$2.20	\$0.04	\$0.23	\$67.59			
Fireproofing Foreman	\$50.84	\$5.08	\$2.29	\$2.03	\$2.03	\$0.04	\$0.23	\$62.55			
Fireproofing Lead Hand	\$48.22	\$4.82	\$2.29	\$1.93	\$1.93	\$0.04	\$0.23	\$59.46			
Fireproofing - Journeyman	\$45.92	\$4.59	\$2.29	\$1.84	\$1.84	\$0.04	\$0.23	\$56.75			
Painting General Foreman	\$58.09	\$5.81	\$2.29	\$2.32	\$2.32	\$0.08	\$0.23	\$71.14			
Painting Foreman	\$53.25	\$5.32	\$2.29	\$2.13	\$2.13	\$0.08	\$0.23	\$65.43			
Painting Lead Hand	\$50.83	\$5.08	\$2.29	\$2.03	\$2.03	\$0.08	\$0.23	\$62.57			
Painting Journeyman	\$48.40	\$4.84	\$2.29	\$1.94	\$1.94	\$0.08	\$0.23	\$59.72			

						Employer Contributions					
Ammunticochi	Apprenticeship Classification		Base	Vac Stat	H &W	RSP	Pension	EF/AF	TTF	Total	
Apprenticesiii			Wage	10%	\$ 2.29	4%	4%		\$0.23	Total	
Fireproofer	Trainee	55%	\$25.26	\$2.53	\$2.29	\$1.01	\$1.01	\$0.04	\$0.23	\$32.36	
	1st year	65%	\$29.85	\$2.98	\$2.29	\$1.19	\$1.19	\$0.04	\$0.23	\$37.78	
	2nd year	70%	\$32.15	\$3.21	\$2.29	\$1.29	\$1.29	\$0.04	\$0.23	\$40.49	
	3rd year	80%	\$36.74	\$3.67	\$2.29	\$1.47	\$1.47	\$0.04	\$0.23	\$45.91	
Painter	1st year	60%	\$29.04	\$2.90	\$2.29	\$1.16	\$1.16	\$0.08	\$0.23	\$36.87	
	2nd year	70%	\$33.88	\$3.39	\$2.29	\$1.36	\$1.36	\$0.08	\$0.23	\$42.58	
	3rd year	80%	\$38.72	\$3.87	\$2.29	\$1.55	\$1.55	\$0.08	\$0.23	\$48.29	

Skyway Canada Limited Schedule A - General Alberta Classification and Hourly Wages Sunday, February 2, 2025

			Employer Contributions					
Journey Person Classification	Base	Vac Stat	H &W	RSP	Pension	EF/AF	TF	Total
	Wage	10%	\$2.29	4%	4%	\$0.08	\$0.23	
Carpenter	\$47.83	\$4.78	\$2.29	\$1.91	\$1.91	\$0.08	\$0.23	\$59.04
Scaffolder	\$47.83	\$4.78	\$2.29	\$1.91	\$1.91	\$0.08	\$0.23	\$59.04
Insulator	\$47.83	\$4.78	\$2.29	\$1.91	\$1.91	\$0.08	\$0.23	\$59.04

					Emplo	yer Contrik	outions		
Apprenticeship Classific	ation	Base Wage	Vac Stat	H &W	RSP	Pension	EF/AF	TTF	Total
		vvage	10%	\$ 2.29	4%	4%	\$ 0.08	\$0.23	
Carpenter 1st year	60%	\$28.70	\$2.87	\$2.29	\$1.15	\$1.15	\$0.08	\$0.23	\$36.46
2nd year	70%	\$33.48	\$3.35	\$2.29	\$1.34	\$1.34	\$0.08	\$0.23	\$42.11
3rd year	80%	\$38.26	\$3.83	\$2.29	\$1.53	\$1.53	\$0.08	\$0.23	\$47.75
4th year	90%	\$43.05	\$4.30	\$2.29	\$1.72	\$1.72	\$0.08	\$0.23	\$53.40
Scaffolder - CLAC/SIAC Pro	gram								
1st year	60%	\$28.70	\$2.87	\$2.29	\$1.15	\$1.15	\$0.08	\$0.23	\$36.46
2nd year	70%	\$33.48	\$3.35	\$2.29	\$1.34	\$1.34	\$0.08	\$0.23	\$42.11
3rd year	80%	\$38.26	\$3.83	\$2.29	\$1.53	\$1.53	\$0.08	\$0.23	\$47.75
Insulator - 3 year program									
1st year	60%	\$28.70	\$2.87	\$2.29	\$1.15	\$1.15	\$0.08	\$0.23	\$36.46
2nd year	70%	\$33.48	\$3.35	\$2.29	\$1.34	\$1.34	\$0.08	\$0.23	\$42.11
3rd year	80%	\$38.26	\$3.83	\$2.29	\$1.53	\$1.53	\$0.08	\$0.23	\$47.75

Skyway Canada Limited Alberta General Wage rates for Field Fireproofing and Painting (not FM area) Classification and Hourly Wages As of February 02, 2025

			Employer Contributions						
Journey Person Classification	Base	Vac Stat	H &W	RSP	Pension	EF/AF	TTF	Total	
	Wage	10%	\$2.29	4%	4%		\$0.23		
Fireproofing General Foreman	\$54.45	\$5.45	\$2.29	\$2.18	\$2.18	\$0.04	\$0.23	\$66.82	
Fireproofing Foreman	\$50.23	\$5.02	\$2.29	\$2.01	\$2.01	\$0.04	\$0.23	\$61.84	
Fireproofing Lead Hand	\$47.65	\$4.76	\$2.29	\$1.91	\$1.91	\$0.04	\$0.23	\$58.78	
Fireproofing - Journeyman	\$45.38	\$4.54	\$2.29	\$1.82	\$1.82	\$0.04	\$0.23	\$56.11	
Painting General Foreman	\$57.40	\$5.74	\$2.29	\$2.30	\$2.30	\$0.08	\$0.23	\$70.33	
Painting Foreman	\$52.61	\$5.26	\$2.29	\$2.10	\$2.10	\$0.08	\$0.23	\$64.68	
Painting Lead Hand	\$50.22	\$5.02	\$2.29	\$2.01	\$2.01	\$0.08	\$0.23	\$61.86	
Painting Journeyman	\$47.83	\$4.78	\$2.29	\$1.91	\$1.91	\$0.08	\$0.23	\$59.04	

					Employer Contributions					
Apprenticesh	nip Classific	ation	Base Wage	Vac Stat	H &W \$ 2.29	RSP 4%	Pension 4%	EF/AF	TTF \$0.23	Total
Fireproofer	Trainee	55%	\$24.96	\$2.50	\$2.29	\$1.00	\$1.00	\$0.04	\$0.23	\$32.01
	1st year	65%	\$29.50	\$2.95	\$2.29	\$1.18	\$1.18	\$0.04	\$0.23	\$37.37
	2nd year	70%	\$31.76	\$3.18	\$2.29	\$1.27	\$1.27	\$0.04	\$0.23	\$40.04
	3rd year	80%	\$36.30	\$3.63	\$2.29	\$1.45	\$1.45	\$0.04	\$0.23	\$45.40
Painter	1st year	60%	\$28.70	\$2.87	\$2.29	\$1.15	\$1.15	\$0.08	\$0.23	\$36.46
	2nd year	70%	\$33.48	\$3.35	\$2.29	\$1.34	\$1.34	\$0.08	\$0.23	\$42.11
	3rd year	80%	\$38.26	\$3.83	\$2.29	\$1.53	\$1.53	\$0.08	\$0.23	\$47.75

Wage Schedule Notes

The following Premiums will be added to the base wage rate:

Lead hand Premium 7.5% (based on the compulsory Journeyperson wage rate)

Foreman Premium 15% (based on the compulsory Journeyperson wage rate)

The following Premiums will not be added to the base wage rate, and will not compound with overtime:

Night Shift Premium \$3.00 per hour for all hours worked when the majority

of scheduled hours fall between 18:00 hours and 06:00

hours.

Steward Premium

New stewards must complete Toolbox 1 within one (1) year of being installed as a steward.

If the steward has not completed Toolbox 1, in that time, they will be removed from their role as steward.

Entry: \$0.75/hr
Toolbox 1 \$1.00/hr
Toolbox 2 \$1.50/hr
Toolbox 3 \$2.00/hr
Chief Steward \$3.00/hr

Apprentices and Journeyperson advancement

Apprentice and Journeyperson Scaffolder classification levels will be based on recognized SIAC Scaffolder qualifications. The rate of pay will be adjusted from the date of successful completion of the appropriate program (Hours, Course and Competency) for each respective year.

Break Facilities

A job site trailer is to be provided by Skyway Canada Ltd., when costs are recoverable from the client. Clarification will be discussed at the pre-job meeting.

Isolation Pay

In general, there is no allowance for isolation pay unless discussed and agreed to by the parties during the pre-job meeting.

Fort McMurray Quadrant parameters

The area defined as "Fort McMurray" will be the Regional Municipality of Wood Buffalo, north of the 56th Parallel. (see attached map)

Tool List as noted in Article 19.03

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

Possible Shift Schedule Examples

7/7 Maintenance Work Schedule

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	
12	12	12	8	12	12	12	
0	0	0	4	0	0	0	
12	12	12	12	12	12	12	

Following examples show 10 hour days, anything beyond this 10 hours per day as listed would be paid as OT

Assume Tuesday start for the 9/5 and 10/4. Any work on any regularly scheduled days off (see Article 9.03) would be paid as Overtime. OT paid after 8 hrs/day or 40hrs/week (see Article 9.02)

9/5Work Schedule

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	
8	8	8	8	8	8	8	8	8	
2	2	2	2	2	2	2	2	2	
10	10	10	10	10	10	10	10	10	

10/4 Work Schedule

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10
8	8	8	8	8	8	8	8	8	8
2	2	2	2	2	2	2	2	2	2
10	10	10	10	10	10	10	10	10	10

Possible Shift Schedule Examples

20/8 Work Schedule

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day
									10
6	6	7	7	7	7	7	7	7	7
4	4	3	3	3	3	3	3	3	3
10	10	10	10	10	10	10	10	10	10

Day 11	Day 12	Day 13	Day 14	Day 15	Day 16	Day 17	Day 18	Day 19	Day 20
7	7	7	7	7	7	7	7	6	6
3	3	3	3	3	3	3	3	4	4
10	10	10	10	10	10	10	10	10	10

14/7 Work Schedule

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
6	7	7	7	7	7	7
4	3	3	3	3	3	3
10	10	10	10	10	10	10

Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
7	7	7	7	7	7	6
3	3	3	3	3	3	4
10	10	10	10	10	10	10

Wage Schedule Notes for Field Fireproofing

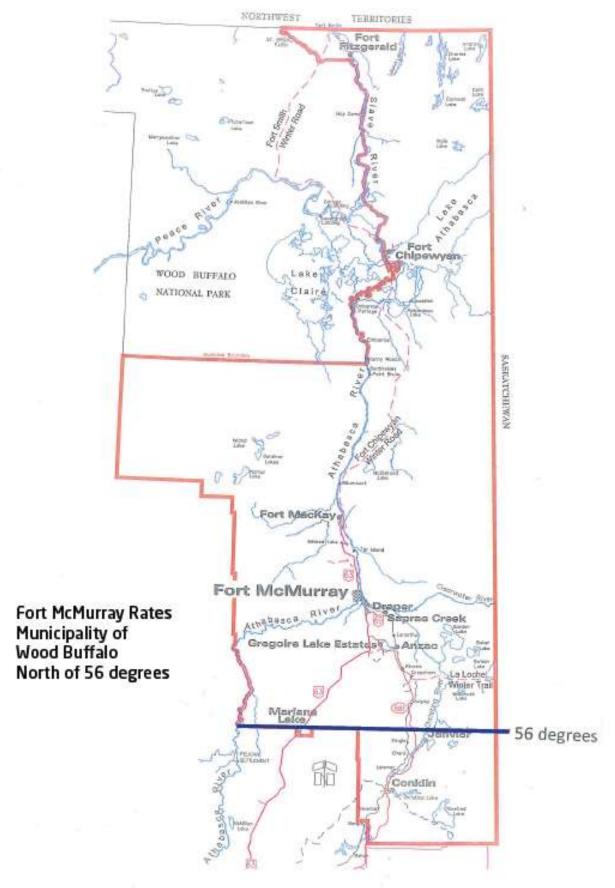
<u>Lead Hand, Foreman and General Foreman Premiums as per the attached</u> schedule

All other premiums as per the notes in this agreement apply to Fireproofing as well.

Apprentices and Journeyperson advancement for Fireproofing

The rate of pay will be adjusted from the date of successful completion of the appropriate program (Hours and Competency) for each respective year and the Employer has the sole right to accept hours or a portion of the hours work from other previous Employers.

- Trainee 0-500 hours
- 1st year 500-2000 hours
- 2nd year 2000-4000 hours
- 3rd year 4000-6000 hours
- Journeyman 6000+ hours



OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS PLAN

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74.
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74.
- dependent life insurance \$10,000 for spouse; \$5,000 for each dependent child
- dental plan at the latest fee schedule available.

Basic services: 100% up to \$2,000 per person annual Major services: 50% up to \$2,000 per person annual

Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;

- prescription drug plan for employee and family at 80% up to \$1,500 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter.
- optical insurance for employee and family.

under 21: \$350 per year

age 21 and over: \$350 every two years

- extended health coverage for employee and family.
- massage therapy with a limit of \$80/visit.
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of seven hundred dollars (\$700.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the seventh (7th) day of illness for a maximum of 26 weeks.
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month), per employee, payable after 26 weeks until age 65.
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS CONTACT INFORMATION						
CLAC BENEFITS TEAM www.clac.ca	1-888-600-2522					
CLAC RETIREMENT MEMBERCARE	1-800-210-0200					
(Group RSP & Pension)						
GREEN SHIELD CANADA	1-888-711-1119					
(access through myCLAC – <u>www.clac.ca</u>)						
HUMANACARE (EFAP)	1-800-661-8193					



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We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



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Everyday Greatness

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

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CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-888-600-2522

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1-877-942-5627

SKYWAY JOBS - skywaycanada.ca/careers