

COLLECTIVE AGREEMENT

Between

CONSTRUCTION & GENERAL WORKERS' UNION LOCAL NO. 92

And

CART CONSTRUCTION INC.

June 1, 2023 – May 31, 2026

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ARTICLE 1.000 OBJECTIVES

Whereas, the Company is engaged in the business of plant maintenance, repair and renovations (as defined in Article 6.000) with miscellaneous industries, and this work is of importance to the, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Union with the Company wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas, the Union has in its membership throughout the area members competent and qualified to perform the work of the Company.

Whereas, the Company has employed and now employs members of the Union on maintenance, repair and renovation work recognized by the Unions of the AFL-CIO as being within the jurisdiction of the Construction & General Workers' Union Local 92.

Whereas, in order to ensure relative equity and uniform interpretation and application, the Union, wish to negotiate and administer the said Collective Agreement in concert, with the Company.

Whereas, the Company is engaged in the business of Plant Maintenance and as such has the authority to sell its services, under the terms and conditions of this Agreement.

Whereas, the Company and the Union desire to mutually establish hours of work and working conditions for the employees on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

Whereas, the Company and the Union agrees that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of the Agreement, and provisions must be made to achieve this end.

Whereas, it is recognized that all employees covered by this Agreement shall have the protection of all existing Federal, Provincial and Local laws applicable to employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial, or Municipal regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable

If the Union chooses to initiate Standards of Excellence or similar programs for the development of their members, the Parties to this Agreement support the goals of those programs.

All references in this Agreement to the masculine gender shall also apply to the feminine gender.

It is, therefore, agreed by the undersigned Company and the undersigned Union that in consideration of the mutual promises and covenants contained herein, the Collective Agreement be made as follows:

ARTICLE 2.000 APPLICATION FOR COLLECTIVE AGREEMENT

- 2.100 It is understood that this Collective Agreement shall cover works deemed "Long – Term Maintenance" defined in Article 6.101.
- 2.200 It is further understood that the Collective Agreement shall be applicable for "shutdown" or "turnaround" when such work is performed within the scope of full or year-round supplementary maintenance contracts. In order to implement this, it is understood that on newly constructed plants or units a shutdown may occur at any time under the terms of the Project Agreement but existing plants employing this service must have been under contract for full or year-round supplementary Maintenance service for at least four months prior to commencement of the shutdown/ turnaround. It is understood that, should new construction or turn-around occur during the term of this agreement, the Company agrees to work with the Owner and the Union to attempt to negotiate new rates for the duration of new construction and/or turn around. If no agreement can be reached, rates contained within this Collective agreement will apply.

ARTICLE 3.000 RECOGNITION

- 3.100 The bargaining unit under this Agreement shall comprise all employees of the Company, coming under the jurisdiction of Local 92, now employed and employed in the future for maintenance, repair and renovation work at the Owner's plant site.

The Company and the Union:

- 3.200 Agree that the jurisdiction recognized herein for the Union shall be the jurisdiction recognized by the AFL-CIO.
- 3.300 Recognize the Union as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for their members
- 3.400 Agree to bargain collectively with the Union and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto. On maintenance work, this Collective Agreement shall govern terms and conditions and take precedence over local construction agreements or area practices.

ARTICLE 4.000 UNION SECURITY

- 4.100 All employees under this Agreement, as a condition of employment, shall be members of Local 92 and maintain such membership in good standing.
- 4.101 The Company agrees to deduct union dues, including working dues, as a condition of Employment. Initiation fees and assessments shall be deducted when the Company is presented with the properly signed authorization. Such dues, initiation fees and assessments shall be remitted to the Secretary-Treasurer of the Union, accompanied by a list of the employees for whom the deductions were made, not later than the fifteenth (15th) day of the month following the month in which the deductions were made.
- 4.200 The Company will cooperate with the Union in providing employment to their members and the Union agrees to assist the Company by all means in their power, to secure necessary skilled and competent tradesmen.
- 4.300 The Company will contact the Union first to secure the necessary tradesmen. However, when the Union cannot supply tradesmen within 48 hours exclusive of Saturday, Sunday and holidays, the Company may secure them from any source and immediately put them to work with advice to the tradesmen that they are employed subject to Union Agreement of Membership and advice to the Business Agent that the tradesmen are on the job. The tradesmen employed under these conditions will make application to the Union within fifteen (15) calendar days of hire.
- 4.400 It will be the Unions' responsibility to provide a referral slip to the tradesmen at the Jobsite. New employees shall not be permitted to hire on without a dispatch slip from the Union.
- 4.500 When the Union cannot supply qualified tradesmen within 48 hours of the date requested, then the Company may secure other qualified tradesmen who must apply for membership to the Union.
- 4.600 In emergency situations, where the Company has two or more Maintenance Projects within the jurisdiction of the same Local Union, the Company shall have the right to transfer employees between projects after the Local Union has been given the opportunity to supply and has failed to do so within four hours.

ARTICLE 5.000 SCOPE OF WORK

- 5.100 The scope of this Agreement covers all work of a maintenance, repair and renovation nature, assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement, within the limits of the Owner's plant site
- 5.200 The Union and the Company understand that the owner, may, at his discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in his plant.

ARTICLE 6.000 DEFINITIONS

- 6.100 Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.
- 6.101 "Long-Term Maintenance" shall be the continuing work performed of a maintenance, repair, renovation character within the limits of the plant property.
- 6.102 The Company will designate the anticipated number of Long-Term Maintenance force job openings at the pre-job meeting and from time to time as job conditions warrant.
- 6.200 The word "repair" used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- 6.300 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.
- 6.400 Fire restoration work will be administered as follows:
- 6.401 The restoration of a plant completely destroyed by fire is considered construction work.
- 6.402 The restoration of a major part of a plant including several sections which have been destroyed or damaged by fire, shall be governed by the following criteria:
- (a) The removal of damaged equipment and the preparation of the damaged area to make it suitable for new equipment will be Maintenance.
- (b) The installation and erection of new equipment will be Construction.
- 6.403 When the fire damage is localized to a given operating unit, such as a heater, distillation tower, compressor, pumphouse equipment and the like, then the restoration of same is to be considered Maintenance.

ARTICLE 7.000 GRIEVANCE PROCEDURE

7.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement must be initiated within twenty-one (21) calendar days of the incident by either the employee in Step I or the Union in Step II and shall be handled in the following manner:

7.101 **Step I** Between the aggrieved employee and/or the Job Steward and the Company supervisor.

7.102 **Step II** Between the aggrieved employee, the Job Steward and/or Union Business Representative and the Foreman, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company

The Employer shall respond in writing within twenty-one (21) calendar days from the date which the grievance was presented in writing to the Employer. If settlement cannot be reached at this step or if the Employer fails to respond in writing within the time limit specified, the Union may then proceed to the next step of the grievance procedure.

7.103 **Step III** If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above within ten (10) working days, the matter may be submitted by the Union or the Company, to a Board of Arbitration for adjudication. This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairperson, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated.

In the event, that the other party does not appoint its Arbitrator within three days the appointment shall be made by the Minister of Labour for the Province of Alberta. In the event the two Arbitrators appointed cannot within three days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of to designate the third Arbitrator who shall act as Chairperson. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgment. The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for

the duration of the Agreement. In the event that a majority decision is not reached by the Board of Arbitration, the decision of the Chairperson shall be deemed to be the decision of the Board and shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. In arbitration proceedings, each party shall pay the expenses of its Arbitrator and the expenses of the Chairperson shall be shared equally by the parties. The Company shall provide the necessary facilities for the grievance meetings.

- 7.200 As an alternative to the provisions of Article 7.103, a single arbitrator may be appointed by mutual agreement of the parties.

ARTICLE 8.000 JURISDICTION

- 8.100 Project maintenance conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite crews may be formed where conditions warrant, but this is not to be construed under regular operating conditions as the Company's prerogative to assign employees out of their usual skill classification.
- 8.200 The Company may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- 8.300 It is understood that all employees will work together harmoniously as a group and as directed by the Company.
- 8.400 In the event that any jurisdictional disputes shall rise between two or more Unions, an immediate assignment of the work in question shall be made by the Company representative, based upon decisions and agreement of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the Alberta Labour Relations Board for a project decision.
- 8.500 The Company and the Union agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of the Owner's plant.

ARTICLE 9.000 UNION REPRESENTATIVES

- 9.100 Representatives of the Unions shall have access to the job during working hours on Union business. They shall, as regulations of the plant permit, obtain specific authorization from the Company for each visit.

ARTICLE 10.000 STEWARD

- 10.100 The Union may appoint or select one (1) working Steward from the Company employees to act as a representative of the Union in connection with Union business. The Union may also appoint an acting Steward for afternoon or midnight shifts and based upon the requirements of the site may appoint additional alternate Stewards after consultation with the Employer. These Stewards shall be allowed reasonable time to conduct Union business related to work being performed under this Agreement at the project site. The provisions of Article 10.400 shall only apply to one designated Steward.

The Business Manager or Business Agent shall be consulted in advance of the termination of the Steward.

- 10.200 Steward designations must be confirmed in writing to each job superintendent in order to allow recognition of Steward's privileges.
- 10.300 The Steward shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified. The company will use its best efforts to advise Job Stewards of unscheduled overtime.
- 10.400 At layoff, the appointed Steward will be one of the last five employees on the job. Provided, he has all the necessary skills and qualifications to complete the duties of the remaining work.
- 10.500 Notwithstanding the remainder of this Article, a Job Steward who is a short-term employee may be laid off when the assignment for which he was hired is completed.

ARTICLE 11.000 REFERRAL OF TRADESMEN

- 11.100 Maintenance work that the Company performs involves maintaining operating units that in almost all cases must be kept running. This situation means that much of the work is of an emergency nature and therefore, will require at times the acceptance of extreme fluctuations in the labour demands made by the Company on the Union. The Union, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the personnel requirements of the Company.
- 11.200 When employees are required, the Company shall request that the required number of applicants be referred for employment under the following minimum standards. Such requests to the Union Hall will be made and/or confirmed by email.

- 11.201 The Union Business Representative will be contacted by the Company on all occasions when tradesmen are required and the Company shall state that the tradesmen are required for maintenance work, and also state:
- (1) the number of tradesmen required.
 - (2) the shift hours the member is expected to work.
 - (3) whether they are to be initially employed on Long-Term or Short-Term Maintenance as defined herein.
- 11.202 The Company will use its best judgment in advising the Business Agent of type of work (i.e. day rate, shift, etc.) and if employee is to be assigned to Long-Term or Short-Term Maintenance work.
- 11.203 The Union representative shall, to the best of his ability, supply qualified tradesmen to perform the work described under this Agreement. The parties to this agreement support the concept that employees will provide trade qualification certificates, where applicable, at hire.
- 11.204 For just and sufficient cause, the Company shall retain the right to reject any applicant referred by the Union.
- 11.205 The Company may request employees by name who have special skills or have previous maintenance experience.
- 11.300 The designation and determination of the number of foremen on maintenance work shall be the prerogative of the Company. Foremen may be requested to work with the tools when, in the Company's opinion, it is advisable.
- 11.400 Tradesmen referred to the job by the Local Union Representative, shall report to the specified location at the date and time specified by the Employer.
- 11.500 The Company may transfer employees with special skills or qualifications to projects which are in the geographical jurisdiction of the Local Union and where forces are being increased. Transfers are not permitted to displace existing employees.

Transfer between this Agreement within the scope of the Local Union is permitted with the mutual agreement between the Company and the Local union and on a voluntary basis for each affected employee. The Mutual agreement between the Company and the Local Union will not be unreasonably withheld. In the event, that the employee refuses to be transferred, he/she will be issued the appropriate Record of Employment (ROE) pursuant to the Employment Insurance Act, however, it is generally understood that such circumstances would not attract a Code M or E designation.

It is further understood the Company will provide notice of all site transfers of employees to the Union in writing.

- 11.600 When employees are absent from work and do not inform the project supervisor of the reason for their absence such employees may be terminated.
- 11.700 The parties to this Agreement recognize the importance of apprenticeship to the maintenance industry. The parties agree to support, wherever practicable, the employment of apprentices on maintenance projects to reflect acceptable reference agreement ratio.
- 11.800 Employees who attend specific, technical training courses associated with their maintenance duties which are organized by the company beyond their normal hours of work or on Saturdays, Sundays or earned days off, shall be paid at straight time rates of pay.
- 11.801 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

ARTICLE 12.000 WAGES

- 12.100 Wages are to be paid as follows:
- 12.101 Employees on Maintenance work shall be paid according to the attached Wage and Benefit Schedule.
- 12.102 Employees on Compressed Work Week shall be paid according to the "Compressed Work Week Wage Schedule", for shift work only. Overtime worked shall be paid in accordance with the "Wage and Benefits Schedule"
- 12.200 Fringe Benefits will be paid according to the attached Wages and Benefit Schedule.
- 12.201 The Company will make appropriate contributions to CEFAP.
- 12.202 The Company will make appropriate contributions to Audiometric Testing.
- 12.300 Wages will be paid weekly by cheque or electronic deposit. At the discretion of the Employer, an exception to direct deposit will be made where an employee is able to provide a letter from a recognized Canadian Financial Institution verifying that the

employee is ineligible to establish banking arrangements. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements, the Company may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed not later than the following Thursday before the end of the shift except during a week when a Statutory Holiday falls on a Monday, in which case wages will be distributed no later than the following Friday before the end of the shift.

At the Employer's option, electronic pay records and records of Employment may be provided in lieu of printed records. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.

- 12.301 Employees who are separated from the services of the Company shall normally receive their final wages, vacation pay due, Record of Employment (ROE) on their next regularly scheduled pay period for the pay period in question.

When electronic deposits are made, the final deposit and other termination document mailings/filings must be made by the next pay period.

- 12.302 It is recognized that there will be certain occasions when the timeframes in 12.301 are not met. For cheques or deposits not received in accordance with the timeframes set out in 12.301 above, following notice to the Company by the Employee or local union penalties contemplated in 12.303 shall apply.

In the event that there is a payroll error (miscalculation) on the final cheque or electronic deposit, the Company will have three (3) days exclusive of Saturdays, Sundays and Statutory Holidays, after notification is provided to the Company in accordance with the Company's normal payroll query process, to provide a make-up payment. Should this make-up payment not be made within the three (3) days, the Company will pay a penalty of \$100.00 from the pay date of the final electronic deposit.

- 12.303 Should wages & vacation pay not be received within the timeframes outlined in 12.302 the Company will pay a penalty of \$100.00 per day exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing is made.

- 12.304 Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings must be raised on a timely basis in writing on an appropriate form provided by the Employer, in any event, not more than twenty-one (21) calendar days, from date of termination.

- 12.305 Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the company will provide a make up payment no later than the third business day after the shortage was brought to their attention.

Should this payment not be made, the applicable provisions of Article 12.303 and Article 12.304 above will apply.

- 12.306 When the Company or the Employee becomes aware of an overpayment, the Company the Union and the Employee will meet to negotiate the repayment terms.

ARTICLE 13.000 DAY WORK CONDITIONS

- 13.100 Eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive. As an option a ten (10) hour day, 4 day work week, Monday through Thursday and/or Tuesday to Friday may be established. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as above.

The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours of work for those so assigned.

The noon unpaid lunch period will be one-half hour and may be staggered one hour either way to accommodate production schedules and emergencies.

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half ($\frac{1}{2}$) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ($1\frac{1}{2}x$) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 20.000.

The issue of the twelve (12) hour day with three (3) half hour breaks will be as follows:

There shall be three (3) paid one half hour ($\frac{1}{2}$) meal breaks staggered at regular intervals. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break.

- 13.101 An employee, who is requested to work through his scheduled noon lunch period and the lunch period provided falls beyond the staggered one-hour allowance, will be paid an additional one-half hour at the straight time rate.

13.200 All time worked before or after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 18.000 of the Agreement shall be paid for at overtime rates as follows:

13.201 When the four (4) ten (10) hour day option is being worked:

The Employer will have the option to utilize a maximum of twenty (20) hours of overtime at the rate of time and one half (1- ½) during the course of the given work week based upon the following understandings: When the four (4) ten (10) hour day option is being worked, all hours in excess of ten (10) hours on any of the four (4) days will be paid at time and one half (1 ½) to a maximum of two (2) hours per day.

When the Monday or Friday is worked, the first twelve (12) hours may be worked at time and one-half (1- 1/2) should there be any unused hours remaining within the established parameter of twenty (20) hours of time and one-half during the work week. Time and one-half (1 ½) on Saturday to a maximum of twelve (12) hours should there be unused hours remaining within the established parameter of twenty (20) hours of time and one-half during the work week.

The allotment of time and one half (1 ½) will not be applicable to the jump time required by foreman.

13.300 In no case shall overtime rates exceed time and one half (1 ½) the hourly rate shown on the attached schedule.

13.400 The Company also has the option to work a 9/80 schedule, which operates as follows:

9 hours per day at straight time Monday to Thursday, and 8 hours at straight time on Friday in Week #1

9 hours per day at straight time Monday to Thursday, and Friday off in Week #2

Overtime on the altered work week schedule (9/80) will be paid as follows:

Week 1: time and one half (1 ½) for all hours worked before or after the regular 9 or 8 hour work day Monday to Friday.

Week 2: all hours worked on the second Friday will be paid at time and one half (1 ½), should the following conditions be met:

- i) Employees have completed all scheduled hours of work in Weeks 1 and 2.
- ii) Employees who have missed time due to an excusable absence will be entitled to Overtime hours on the second Friday.

Excusable absence is meant as:

- a. The absence occurs, despite all good faith efforts of the employee to attend work and is due to circumstances beyond their control.
- b. The employee must provide the employer the reasons for absence, and at their earliest opportunity, documentary or other evidence supporting their claim for an excused absence.

- iii) Employees with unexcused absences in Weeks 1 or 2 will not be entitled to overtime hours on the second Friday, until 80 regular hours of work have been worked.

All overtime hours when working the 9/80 schedule are paid at time and one half (1 ½) the hourly rate, with the exception being Sundays and Holidays. Sundays and Holidays will be paid at double time (2X) the hourly rate.

- 13.500 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with attached schedule at the rate of time and one half (1 ½).
- 13.600 Overtime meals on day work conditions are as follows:
 - 13.601 When an employee is requested to work overtime, and the employee works more than 12 hours the Company agrees to provide a meal or provide compensation in lieu at the amount of forty dollars (\$40.00) for his second meal break. Subsequent meals will also be provided by the Company as near regular four (4) hour intervals as possible.
 - 13.602 When foremen are required to arrive at work up to ½ hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per Clause 13.601 unless those provisions are applicable to the rest of the crew.
 - 13.603 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each 4 hours after the conclusion of each thirty-minute meal break. However, it will be the prerogative of the Company, in conjunction with the job stewards to arrange meal breaks for efficiency and convenience of the job.
 - 13.604 The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and holidays.

ARTICLE 14.000 SHORT SHIFT CONDITIONS

- 14.100 A 'Short' shift system may be established when it is intended to operate the shift for less than sixty (60) calendar days. "Short" Shifts may be established on an 8 or 10 hour per day work week arrangement pursuant to Clause 13.100.
- 14.101 Shift employees may be scheduled on a one-shift basis: days, afternoons, midnights; two-shift basis: days-afternoons, afternoons- midnights, midnights-days, or on a three-shift basis.
- 14.102 The establishment of a one, two or three shift system under this Article does not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000 or "Long Shift Conditions" as specified in Article 15.000 for other employees so assigned.
- 14.103 Each shift employee must be scheduled for three (3) consecutive work days and may be scheduled for five (5) or seven (7) days per week, except that when Saturdays or Sundays are worked they shall be paid at applicable overtime rates.
- 14.104 Should the shift be cancelled prior to completion of the three (3) consecutive work days, affected employees will be paid at applicable overtime rates for all hours worked outside the regular work day, as specified in Clause 13.200.
- 14.105 Employees specifically hired to work one or two afternoon or midnight shifts, Monday to Friday will be paid eight (8) or ten (10) hours at the straight time rate plus the applicable shift premium and the applicable overtime rate for hours worked beyond eight (8) or ten (10) hours per shift. Employees transferred to a short shift of less than a three (3) day duration will be paid in accordance with Article 13.000.
- 14.200 Shift premiums on short shift conditions are as follows:
- 14.201 Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) or ten (10) hours for eight (8) or ten (10) hours pay.
- 14.202 Employees working an afternoon shift defined as a shift commencing at 8:00 a.m. and before 9:00 p.m. or a midnight shift defined as a shift commencing between 9:00 pm. and 2:00 a.m. will be paid a shift premium of three dollars (\$3.00) per hour worked.
- 14.203 An unpaid one-half (1/2) hour lunch period will be allowed during each eight (8) or ten (10) hour shift.
- 14.300 All time worked before or after the established work day of eight (8) or ten (10) hours, Monday through Friday, and all time worked on Saturdays, shall be paid for at overtime at the rate of time and one half (1 ½). Sundays and recognized holidays, as listed in Article 18.000 of the Agreement shall be paid for at overtime at the rate of double time (2X).

- 14.400 Overtime meals on short shift conditions are as follows:
- 14.401 When an employee is requested to work overtime, and the employee works more than ten (10) hours the Company agrees to provide a meal for his second meal break. Subsequent meals will also be provided by the Company as near regular four (4) hour intervals as possible.
- 14.402 When foremen are required to arrive at work up to ½ hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per Clause 14.401 unless those provisions are applicable to the rest of the crew.
- 14.403 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each 4 hours after the conclusion of each thirty-minute meal break. However, it will be the prerogative of the Company, in conjunction with the job stewards, to arrange meal breaks for efficiency and convenience of the job.
- 14.404 The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and holidays.
- 14.500 When shift schedules are to be changed, except as noted in Clause 14.600 below, such employees will be given twenty-four hours advance notice and if less than twenty-four hours advance notice is given, the first shift worked on the new schedule will be paid at time and one-half the straight time hourly rate.
- 14.600 When shift schedules are being revised to return the employee to his normal work schedule, the twenty-four hours advance notice requirement of Clause 14.500 will not apply. In place, the employee must be notified at the start of his shift, that he is to return to his normal work schedule and he must have an eight (8) hour break, or rest period between the completion of his shift and the start of his normal work schedule. In the situation where the eight (8) hour break or rest period does not allow him to return to work at the normal starting time, the provisions of Clause 20.200 on minimum pay and reporting time apply.
- 14.700 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with the attached Wage and Benefit Schedule, for every hour worked.
- 14.800 Should the need arise for shifts not mentioned in this collective agreement, the terms and conditions of mutually agreed (Company and Union) shifts will be added to the Collective Agreement as a Letter of Understanding.

ARTICLE 15000 LONG SHIFT CONDITIONS

- 15.100 A 'Long' shift system may be established when it is intended to operate the shift in excess of sixty (60) calendar days. "Long" Shifts may be established on an eight (8) or ten (10) hour per day work week arrangement pursuant to Clause 13.100.
- 15.101 Shift employees may be scheduled on a one-shift basis: days, afternoons, midnights; two-shift basis: days-afternoons, afternoons, midnights, midnights-days, or on a three shift basis. Each shift employee must be scheduled for three consecutive work days and may be scheduled for four, when working the four (4) ten (10) hour option, five or seven days per week.
- 15.101.1 A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at time and one-half (1-1/2).
- When a ten (10) on and four (4) off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least three working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.
- 15.102 The establishment of a one, two or three shift system under this Article shall not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000, or "Short Shift Conditions" as specified in Article 14.000, for those employees so assigned.
- 15.103 The above employees are those who are assigned to a scheduled shift unit which will run for a minimum period of sixty (60) days and will be scheduled to cover continuous plant operation for five days or seven days per week.
- 15.104 Employees engaged under the long shift conditions must complete sixty (60) days on shift except that when an employee is replaced within the shift for any reason (temporarily or permanently) both the replaced employee and the replacing employee shall be considered as the same for determining pay conditions under this Article.
- 15.105 In the event that the sixty (60) day conditions are not met, pay conditions will be adjusted to pay conditions for short shifts.

- 15.200 The above employees will have two (2) consecutive days off per week in lieu of Saturday and Sunday.
- 15.300 When shift schedules are to be changed such employees will be given twenty-four (24) hours advance notice and if less than twenty-four (24) hours advance notice is given the first shift worked on the new schedule will be paid at time and one-half (1 ½) the straight time hourly rates.
- 15.400 Shift premium will be three dollars (\$3.00) per hour for afternoon shift and midnight shift.
- 15.500 The standard work day shall be eight (8) or ten (10) hours of employment. A one half (1/2) hour unpaid lunch period will be provided. No shift employee shall leave duty until relieved at his regular place of work without the permission of his supervisor.
- 15.501 Long Shift Overtime
The first two (2) hours worked in excess of eight (8) hours in any given twenty-four (24) hour period will be paid at time and one-half (1-1/2) the basic hourly rate.
- All time worked after the first two (2) overtime hours in any given twenty-four (24) hour period and all time worked on the first and second scheduled day off shall be paid at time and one-half (1 ½) the basic hourly rate.
- 15.501.1 When working the four (4) ten (10) hour option see Clause 14.302 for payment provisions.
- 15.502 In no case shall overtime rates exceed time and one-half (1 ½) the hourly rate shown in the Wage and Benefit Schedule.
- 15.600 Payment for Statutory Holidays as listed in Article 18.000 of this Agreement, shall be subject to the following:
- 15.601 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with attached Wage and Benefit schedule at the rate of double time (2X), the regular rate of pay.
- 15.602 All time worked on Statutory Holidays as listed in Article 18.000 of the Agreement shall be paid at the applicable overtime rate, but in no case shall overtime rates exceed double time (2X) the hourly day rate shown on the attached schedule.
- 15.603 If a Statutory Holiday as listed in Article 18.000 of this Agreement, falls on Sunday it will be celebrated on the day proclaimed. The day recognized as the holiday by such practice will, for the purpose of computing premium pay be considered a holiday under this Agreement. When this occurs and Sunday is worked by Long-Term shift employees as

part of their scheduled work week, they will not receive holiday premium pay for that day.

ARTICLE 16.000 STARTING TIME AND QUITTING TIME CONDITIONS

- 16.100 After notifying the union in writing, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard workday of nine (9) hours for the job or portion thereof to which any such change of starting time applies, shall begin with such new starting time.

Employees who are assigned to short shift work may only have the start time of their shift changed once during the calendar week. Otherwise, the first shift worked at the new start time will be at time and one-half (1 ½) the straight time hourly rate.

ARTICLE 17.000 ENABLING

- 17.100 It is recognized that from time to time certain terms and conditions of employment for Labourers may require alteration from those contained in this Collective Agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Requests for such amendments must be made by the Contractor and agreed by the Business Manager of the Local Union.

ARTICLE 18.000 STATUTORY HOLIDAYS

- 18.100 All work performed on the following recognized holidays and any such day as may be declared by the Federal or Alberta Governments shall be paid for at the rate of double time (2x) as follows: If recognized by the site

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 6. Civic Holiday |
| 2. Family Day | 7. Labour Day |
| 3. Good Friday | 8. Thanksgiving Day |
| 4. Victoria Day | 9. Remembrance Day |
| 5. Canada Day | 10. Christmas Day |
| | 11. Boxing Day |

- 18.200 When a recognized holiday falls on a Saturday or a Sunday the holiday will normally be celebrated on the following Monday. However, should the Owner determine another day be recognized for his operating personnel this day will be recognized by the Company forces.
- 18.300 The four (4) days off in a ten (10) day on four (4) days off work pattern will be considered scheduled days off for purposes of statutory holiday observance. Should a recognized statutory holiday fall on one of the four (4) days off it will be moved into the work week for observance.
- 18.400 On the day of observance, the Company may either pay the workforce at double time (2X) or provide the day off.

ARTICLE 19.000 VACATION ALLOWANCE

- 19.100 Vacation Pay will be in accordance with vacation pay rates established in the attached Schedule, on all hours worked.
- 19.101 For Long-Term maintenance employees only, the following vacation pay will apply:
- up to four (7) years service – seven (7%) percent.
 - more than seven (7) years service and up to twelve (12) years service – nine (9%) percent.
 - more than twelve (12) years service – twelve (12%).
- 19.102 Long term maintenance employees who have a break in service with the Employer will maintain their years of service should the break in service be less than ninety (90) calendar days. The break in service is not applicable for those who quit or are terminated.

ARTICLE 20.000 MINIMUM PAY AND REPORTING TIME

- 20.100 Inclement Weather - The Company retains the right to determine working requirements, number and kind of people required, when only a portion of the work may be performed under protection or may be of an emergency nature.
- The procedure for review and determination of work and tradesmen to remain on the job shall be as follows:

- 20.101 The Company Superintendent will immediately contact the Foreman and Job Steward(s) of Union and survey:
- (a) Circumstances affecting safety and efficiency of the work.
 - (b) Determine degree of urgency of job continuation.
 - (c) Determine number and skills of tradesmen required to perform the work commensurate with the urgency established.
 - (d) Determine and arrange protection for safe efficient performance of the work as required by urgency and inclement condition.
- 20.102 The Foreman and Shop Steward will then advise the tradesmen of the circumstance, provisions being made for their safety and protection and arrange for the necessary tradesmen to proceed with assignments.
- 20.103 If work which can be done under reasonable and safe conditions cannot be found for all the craftsmen, then those who cannot be gainfully employed will be allowed to leave the job. The Company at this point will endeavour to find work for all craftsmen by rescheduling and altering the planned work, if so required.
- 20.104 If at this stage the craftsmen still refuse to go to work, the Superintendent will instruct the Foreman and Steward of the craft that they are to contact the Business Agent or his immediate superior and report that the craftsmen have refused to go to work.
- 20.105 Subject to above, Clause 20.500 of the Agreement shall be applied.
- 20.106 When an employee reports to work and cannot work because of inclement weather he shall be paid two (2) hours reporting time and the employee must remain on the job for the two-hour period unless otherwise instructed by the Company Supervisor.
- 20.200 Work Not Available - The following conditions apply:
- (a) When an Employee reports to work at the regular starting time and such Employee is not put to work, the Employee so affected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.
 - (b) In order to qualify for show up time, Employees must remain on the jobsite unless otherwise directed by the Employer. Where the Employee(s) are directed to remain at the jobsite for more than two (2) hours they shall be paid for such time at the applicable rate.

- (c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- (d) An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least two (2) hours prior to the commencement of the normal workday. Employees working on a jobsite where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.
- (e) When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.
- (f) Call Out Pay – Employees called out for work at other than the regular reporting time shall receive a minimum of two (2) hours pay at the Employee's applicable rate in addition to travel time and transportation if applicable. The Employer may require an Employee to perform work during the full two (2) hour call out.

20.201 If an employee has started to work on his regular shift he shall be paid not less than four (4) hours pay. When the employee works more than four hours but less than eight hours on his regular shift he shall be paid a minimum of eight (8) hours pay.

20.300 Conditions for Call-Ins of employees will be as follows:

20.301 When an employee is called in to work on his scheduled day off or a holiday, he shall be paid a minimum of two and one-half (2 ½) hours pay at time and one-half (1 ½) the basic hourly rate.

When the 4 x 10 schedule Tuesday to Friday is employed on a ten and four rotation and the employee is called into work on the straight time day (Friday of the second week) the employee will be paid straight time rates for hours falling within the normal work day.

20.302 Employee will receive minimum of two and one-half (2 ½) hours pay for all Call-Ins regardless of time or duration except that total call in pay within a given 8 hour period will not exceed normal overtime pay for that 8 hour period.

20.303 Call-Ins which immediately precede and become continuous with regular work day will be paid as follows:

(i) Minimum of 2 ½ hours at time and one-half the basic rate.

(ii) Overtime rate for any hours worked in excess of 2 ½ hours up to starting time of employee's regular work day.

(iii) At normal starting time of employee's regular work day pay shall revert to appropriate pay for that day.

20.304 (i) When a tradesman is advised prior to completion of a shift or work day or provided eight (8) hours notice after completion of a shift or work day, to report early for succeeding shift or work day, such work is not considered "Call-In", but will be paid at the applicable overtime rate without regard to minimum pay.

(ii) When a tradesman is advised prior to completion of a shift or work day or provided eight (8) hours notice after completion of a shift or work day, to report back and does report for work, at a specific time between shifts or on a scheduled day off, such work is not considered "Call-In" but will be paid a minimum of two and one-half (2-1/2) hours at the applicable overtime rate.

20.305 It is not intended that an employee shall work more than 16 hours in any given twenty-four hour period, therefore, it should be established that the employee must have at least eight continuous hours off between regular shifts or he will be paid overtime rates for all hours worked in excess of first eight, until such time as the employee does have 8 continuous hours off.

This shall be established as a Project Rule and it shall be the Supervisor's responsibility to verify the returning time with any employee working in excess of 16 hours or returning between shifts on "Call-Ins" to ascertain that the employee does receive the 8 hours off or is paid correctly.

20.306 It is the intent of this clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break.

20.400 Subject to the above, it shall be the Company's prerogative to decide whether work shall be stopped during a day of work.

20.500 If an employee stops work for reasons of his own, and without the approval of the Company, he shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

20.600 Conditions for employees on Stand-By Duty on scheduled days off will be as follows:

Whenever an employee is scheduled for stand-by duty the employee will be reimbursed with two hours pay at time and one-half (1 ½) for each period of duty. Each stand-by period will not exceed twenty-four consecutive hours, and not more than three consecutive stand-by periods will be permitted. Stand-by duty means that an employee agrees to be available on call during the period. The names of persons on stand-by duty will be posted.

- 20.700 On initial hire or transfer, employees who report for work and no work is available shall be paid two (2) hours show-up on the first day. If no work available persists, employees who report for work each subsequent day will be so notified and paid two (2) hours straight time per day until work commences. In any event, after three (3) consecutive days of no work available, the employee is entitled to a lay-off for lack of work.

ARTICLE 21.000 TRAVEL

- 21.100 During the term of this Agreement, no subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Agreement.
- 21.200 It is further agreed during the term of this agreement, should the need for travel arise – terms and conditions mutually agreed upon by the Union and the Company will be added to the Collective Agreement as a Letter of Understanding.

ARTICLE 22.000 MIXED CREWS

- 22.100 It is recognized by the parties to this Agreement that the work covered at times requires the use of mixed crews. Where this becomes necessary, the Unions agree to cooperate with the Company in every respect in order that the work be conducted in a most expedient manner.
- 22.200 In the event that an emergency arises which would not warrant the "Call-In" of other tradesmen or others could not be reached, the Company shall have the right to assign those on the project to such emergency work as is necessary. The Company agrees that in such cases, it will have due regard where practicable to Union jurisdiction.
- 22.300 Conditions for emergency work are as follows:
- 22.301 A mixed crew under the terms of this Agreement shall be any group of employees up to and including the entire maintenance force signatory to this Agreement necessary to meet the emergency situation without regard to classification or craft for that period only.
- 22.302 An emergency under the terms of this Agreement is defined as any situation of an unexpected nature endangering life, property or normal plant production.
- 22.303 In the event such emergency continues, a return to craft line operation will be made as soon as contact between the Contractor and Local Business Agent is feasible. In any event the Contractor shall notify any or all Local Business Agents whose craft rights have been affected during the course of such emergency not later than the next regular business day.

ARTICLE 23.000 SUPERVISION

- 23.100 The Company reserves the right to send into the area of work as many Supervisors and Professional Engineers, as it deems necessary to supervise the work covered by this Agreement.

ARTICLE 25.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING

- 25.100 First Aid - the Company or the Owner will provide first aid services in accordance with applicable Provincial or Federal Legislation and Regulations.
- 25.200 Safety – The Union and their members recognize that client and employer safety rules have been established to ensure that no employees are harmed in the performance of the work. The Unions and their members shall at all times fully cooperate with the employer ensuring that safe work practices have been followed. The employees covered by the terms of this agreement shall at all times while in the employ of the Company be bound by the Safety Rules and Regulations as established by the Company and the Owner. These rules and regulations are to be published at conspicuous places throughout the plant. The Company will provide to the employees, such items of safety equipment and apparel as required by these Safety Rules and Regulations.
- 25.300 Protective clothing for employees will be as follows:
- The company on request shall issue up to 2 pairs of coveralls to long term employees each twelve months. Cleaning of these coveralls will be the responsibility of the Company. All such clothing when issued by the company will be worn during on-the-job activity, and will remain company property and must be returned before leaving the jobsite. Rules and regulations governing the issue and return of such clothing will be published at a conspicuous location on the job.
- 25.302 The company accepts the responsibility to provide coveralls and all necessary protective clothing required for working conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions.
- 25.303 The company will provide a separate area for employees to remove and store coveralls, work clothing etc., prior to entering lunch rooms.
- 25.400 It is understood by the Company that if an employee is requested and required to work in areas where approved footwear is required, as a result of normal duties, such

footwear costs will be reimbursed by the Employer. A ceiling of three hundred dollars (\$300.00) per year inclusive of G.S.T. is payable supported by receipts. Employees eligible will be those who have 6 months of continual employment with Cart Construction.

ARTICLE 26.000 PROJECT RULES

- 26.100 Local Union Business Representatives should encourage all members to give employers a permanent mailing address and the name and address of "next of kin" for notice purposes.
- 26.200 It is recognized that in an operation of this kind, the Company and the Unions have interests in the rules governing the performance of the work under this contract. It is agreed that such project rules and regulations will be prepared and distributed among the tradesmen on the job by the Company, provided such rules do not conflict with or contravene terms of this Agreement.
- 26.300 It is agreed by the Unions that all of the employees covered by this Agreement shall be made aware of these project rules and regulations by the Company at the time of their hire and that they shall be bound by them throughout the duration of their employment.
- 26.400 It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including discharge subject to Article 7.000, Grievance Procedure.

ARTICLE 27.000 PERIODIC CONFERENCE

- 27.100 Periodic conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

ARTICLE 28.000 WORK STOPPAGES

- 28.100 During the term of this Agreement there shall be no lock-out by the Company and no slowdown or work stoppage by any of the Unions.

ARTICLE 29.000 MANAGEMENT CLAUSE

- 29.100 The Company shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the prosecution of the work and the right to discharge or lay-off any employee for just and sufficient cause, provided, however, that no Employee

shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in its judgement the spirit and intent of this Agreement has been violated.

ARTICLE 30.000 DURATION OF AGREEMENT

- 30.100 This Agreement shall be in full force and effect from the first day of June 2023, up to and including the 31st day of May 2026, and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.

Either party to this Agreement may, not less than sixty (60) days or more than one hundred and twenty (120) days, immediately preceding the expiry date of this Agreement, require by notice in writing to the other party by registered or certified mail, to commence Collective Bargaining for the revision, renewal or replacement of this Collective Agreement. If notice to negotiate has been given, this Agreement shall remain in full force and effect until the commencement of a lawful strike or lockout or until the date that a new Collective Agreement comes into effect.

Either party to this Collective Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately preceding the expiry date of this Agreement, serve notice to the other party by registered or certified mail of its intent to terminate this Agreement on the expiry date listed in above.

ARTICLE 31.000 BEREAVEMENT LEAVE

- 31.100 The Parties agree to establish a Bereavement Policy whereby, as a minimum those with more than three (3) months service with an employer will be entitled to the equivalent of three (3) days of LOA (subsistence) in the event of a death of members of immediate family. The parties have established a joint sub-committee to formalize the policies and procedures for the application and receipt of Bereavement Pay.

ARTICLE 33.000 MILITARY LEAVE

- 33.100 The Union and the Employer signatory to this Agreement endorse and agree to enact as appropriate the "Joint Policy Statement on Military Leave for Employees in the Organized Construction and Maintenance Industries" as established in May 2010 at the Canadian Building Trades Policy Conference held in Ottawa.

ARTICLE 34.000 TRAINING

- 34.100 The purpose of the Training fund shall be to provide workers the opportunity to acquire and improve their skills. The employer will contribute fifty cents (\$0.50) per hour for each hour worked by each member covered under this Agreement.
- 34.101 Such contributions shall be remitted to the Construction & General Workers' Training Trust Fund of Alberta and Northwest Territories and be payable by the fifteenth (15th) day of the month following. Payment to be forwarded to this Fund at the following address:
- Construction & General Workers Training Trust Fund of Alberta and Northwest Territories, located at, 12150 – 154 Street NW, Edmonton, Alberta, T5J 1L3, or such other place as the Trustees may designate from time to time.

ARTICLE 35.000 PENSION

- 35.100 The employer will contribute into the Labourers' Pension Fund of Western Canada four dollars (\$4.00) for all hours worked by employees covered by this Agreement.
- Contributions shall be made on the basis of full or half hours and shall be made on the basis of hours earned.
- 35.101 All payments shall be made not later than the fifteenth (15th) day of the month following the month for which payment is to be made.
- 35.102 Payments to be forwarded to Labourers' Pension Fund of Western Canada, located at 10154 108 Street NW, Edmonton, Alberta T5J 1L3, or such other place as the Trustees may designate from time to time.

ARTICLE 36.000 HEALTH & WELFARE

- 36.100 The parties hereto acknowledge the Labourers' Health and Welfare Trust Fund of Western Canada.
- The employer signatory hereto shall contribute the following:
- Two dollars and forty-one cents (\$2.41) per hour in year one, two dollars and fifty-one cents (\$2.51) per hour in year two, two dollars and sixty-one cents (\$2.61) per hour in year three, effective the first pay period following ratification for each, and every hour worked by any employee under the job classifications set out in the Agreement. Such contributions are to be made solely by the employer, and no employer shall deduct such contributions or any portion thereof from any employee's wages. Such contributions are

in excess of the wage rates set out in this Agreement and do not constitute a payment of wages, or any portion of a payment of wages.

- 36.101 Upon the wages of an employee becoming due, the said contributions of the above noted amounts per hour shall be calculated by the employer and set aside for the Trustees of the said fund and the gross contributions of the employer for all hours worked by all employees in the said classification in a month shall be forwarded by the employer to the said fund at 108 St. NW, Edmonton, Alberta, T5J 1L3 no later than the fifteenth (15th) of the month following.
- 36.102 It is understood that the contributions negotiated under this clause are for the benefit of members of the Union as recognized by the Trustees of the said fund who shall continue to have full discretion to make, from time to time, reasonable rules in this respect.

ARTICLE 37.00 RED CIRCLING

- 37.100 Where at the time this Agreement is ratified, an employee has a higher wage rate or vacation rate of pay than is provided by this Agreement, they shall maintain that greater wage rate or vacation rate of pay.

WAGE AND BENEFIT SCHEDULE

Year 1						
Classification	Base Rate	Vacation & Holiday	Pension	Health & Welfare	Training	Gross Rate
Foreman	\$36.96	\$4.07	\$4.00	\$2.41	\$0.50	\$47.94
Certified Labourer	\$32.71	\$3.60	\$4.00	\$2.41	\$0.50	\$43.22
Uncertified Labourer	\$30.71	\$3.38	\$4.00	\$2.41	\$0.50	\$41.00
Janitorial Foreman	\$29.40	\$3.23	\$4.00	\$2.41	\$0.50	\$39.54
Janitorial	\$24.00	\$2.64	\$4.00	\$2.41	\$0.50	\$33.55

Year 2						
Classification	Base Rate	Vacation & Holiday	Pension	Health & Welfare	Training	Gross Rate
Foreman	\$38.44	\$4.23	\$4.00	\$2.51	\$0.50	\$49.68
Certified Labourer	\$33.94	\$3.73	\$4.00	\$2.51	\$0.50	\$44.68
Uncertified Labourer	\$31.94	\$3.51	\$4.00	\$2.51	\$0.50	\$42.46
Janitorial Foreman	\$30.58	\$3.36	\$4.00	\$2.51	\$0.50	\$40.95
Janitorial	\$24.96	\$2.75	\$4.00	\$2.51	\$0.50	\$34.72

Year 3						
Classification	Base Rate	Vacation & Holiday	Pension	Health & Welfare	Training	Gross Rate
Foreman	\$39.59	\$4.36	\$4.00	\$2.61	\$0.50	\$51.06
Certified Labourer	\$34.90	\$3.84	\$4.00	\$2.61	\$0.50	\$45.85
Uncertified Labourer	\$32.90	\$3.62	\$4.00	\$2.61	\$0.50	\$43.63
Janitorial Foreman	\$31.49	\$3.46	\$4.00	\$2.61	\$0.50	\$42.07
Janitorial	\$25.71	\$2.83	\$4.00	\$2.61	\$0.50	\$35.65

1. Benefits shall be calculated in accordance to the following:
 - i) Pension is Calculated on hours earned.
 - ii) Health & Welfare is Calculated on hours worked.
 - iii) Training is Calculated on hours worked.
2. The Wage Schedule establishes the wage and benefit formula and approach taken to the wage, benefit and overtime calculation in this agreement. The Company is responsible for operating their own payroll in an accurate and timely fashion pursuant to the collective agreement.
3. Deductions to the Alberta Building Trades Council are made under this agreement.
4. In Accordance with Article 12.201 contributions to CEFAP are payable under this agreement
5. Contributions to Audio Metric Testing fund are payable as appropriate, if no plan is provided by the client.
6. The Employer shall deduct and remit to the Union's Advancement Fund twenty-five cents (\$0.25) for each hour worked for every employee under this agreement.

**** The parties agree that a wage reopener may be called by either party, not more than 120 days and not less than 60 days in advance of the June 1, 2024, or June 1, 2025, anniversary dates of this agreement.***

All of which is agreed to this 1 day of June 2023, at Edmonton, Alberta

FOR THE UNION:



John Desrosiers

Business Manager

Construction & General Workers Union Local 92

FOR THE COMPANY:



Claude Jeddry

President

Cart Construction

LETTER OF UNDERSTANDING #1 – DRUG AND ALCOHOL POLICY

Between

**THE CONSTRUCTION AND GENERAL WORKERS'
UNION LOCAL 92**

-And-

CART CONSTRUCTION INC.

The following Policy on Alcohol and Drug Guidelines and Work Rule was agreed to:

WHEREAS certain Owners may dictate the necessity of an "Alcohol and Drug" policy; and

WHEREAS it is of mutual benefit for both parties to the "Collective Agreement", to endorse such a program of guideline dealing with "Alcohol and Drug" policies in the workplace, both parties agree to endorse the following document as the standard of our industry.

"Canadian Model for Providing a Safe Workplace"

The parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v6.0 dated July 1, 2018 and all specific exemptions as identified in the individual trade reference agreements. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Alberta.

Memorandum of Agreement between Cart Construction Inc. and the Construction and General Workers Union Local 92 signed on this 1 day of June 2023.

FOR THE UNION:

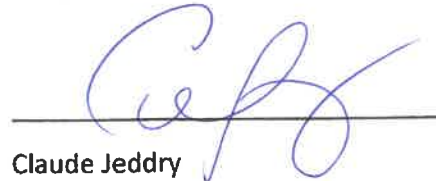


John Desrosiers

Business Manager

Construction & General Workers Union Local 92

FOR THE COMPANY:



Claude Jeddry

President

Cart Construction