

LABOURERS

**Road Building
&
Heavy Construction
Industry**

COLLECTIVE AGREEMENT

Between

ABALONE CONSTRUCTION (WESTERN) INC.

and

THE CONSTRUCTION AND GENERAL WORKERS' UNION LOCAL 92

AGREEMENT

**LABOURERS COLLECTIVE AGREEMENT FOR THE ROAD
BUILDING & HEAVY CONSTRUCTION INDUSTRY**
between

ABALONE CONSTRUCTION (WESTERN) INC.
(Hereinafter referred to as the "Employer")

and

**THE CONSTRUCTION AND GENERAL WORKERS'
UNION LOCAL 92 (EDMONTON)**
(Hereinafter referred to as the "Union")

and

**on behalf of all Employees who are bound or subsequently become
bound by this Collective Agreement**

**(each of which Employees is hereinafter referred
to as the "Employee")**

WHEREAS, the parties hereto have bargained collectively and have reached agreement respecting the provisions to be included within the Collective Agreement pursuant to the Labour Relations Code,

NOW THEREFORE, this Agreement witnesseth that the terms of the Collective Agreement between the Parties are as follows:

When the phrases "this Agreement" or "this Collective Agreement" are used in this Part, they shall, as appropriate, be read as "this Part of this Collective Agreement".

For the purpose of obtaining gender neutral language in this Agreement, in some instances, plural references shall be read to refer to the singular tense, for example "they" shall mean "he or she" in the singular, and "their" shall mean "his or her" in the singular.

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ARTICLE 1:00 - OBJECT

- 1:01** The object of this Agreement is to stabilize the industry; elevate the trade and promote peaceful and harmonious relations between employees and the Employer and to facilitate the peaceful and harmonious settlement of all real disputes and grievances, to prevent strikes, slow-downs and lock- outs and to avoid unreasonable delay, waste and expense in the construction industry within the territory of the Union.

ARTICLE 2:00 - EXTENT

- 2:01** Subject to Article 2:02, this Agreement shall apply to work falling within the traditional jurisdiction of Labourers in respect of that work described in the Alberta Labour Relations Board's Policy and Procedures Manual, Chapter 25(e), which is attached as Appendix A to this Agreement.
- 2:02** Notwithstanding anything to the contrary in Article 2:01 or Appendix A, this Agreement shall not apply to the following:
1. All work related to General Construction.

ARTICLE 3:00 - WAGE RATES

WAGES AND CLASSIFICATIONS:

Classification	Base Rate	Hol. Vac.	H&W	Pension	Training	Advan. Fund	Gross Rate
Foreman	\$38.57	\$3.86	\$2.75	\$4.00	\$0.75	\$0.25	\$50.18
Certified Labourer	\$34.23	\$2.75	\$2.75	\$4.00	\$0.75	\$0.25	\$44.73
Uncertified Labourer	\$32.88	\$3.29	\$2.75	\$4.00	\$0.75	\$0.25	\$43.92
Trainee 3	\$30.82	\$3.08	\$2.75	\$4.00	\$0.75	\$0.25	\$41.65
Trainee 2	\$27.53	\$2.75	\$2.75	\$4.00	\$0.75	\$0.25	\$38.03
Trainee 1	\$24.23	\$2.42	\$2.75	\$4.00	\$0.75	\$0.25	\$34.40

A Foreman who has been appointed and possesses the Alberta Industry and Training Designation of Industrial Construction Crew Supervisor (ICCS) will receive a premium of one dollar (\$1.00) for each hour worked.

ARTICLE 4:00-WAGES

- 4:01** The minimum wage rates for classifications covered by this Agreement shall be as listed in the above Schedule.
- 4:02** Should mutually agreed upon new classifications be introduced during the term of this agreement, the wage rates will be negotiated.
- 4:03** The Employer shall, every week, on the same weekday, by cheque at par, or by direct deposit at the Employer's option, pay to each employee covered by this Agreement, all wages, entitlements, holiday and vacation pay earned by the employee and not more than five (5) days pay may be held back, unless other arrangements are made between the Employer and the Union. When payday falls on a holiday, payment will be paid on the last working day prior to the holiday. Payments made by direct deposit will be deposited to an account of the employee's choice in a bank, treasury branch, credit union, trust company or other corporation insured under the Canada Deposit Insurance Corporation Act (Canada).

Employees shall be paid wages, entitlements, holiday pay and vacation pay in full on the next pay day after discharge or layoff along with a record of employment for E.I. purposes. When an employee quits, the Employer shall pay out such employee by the next regular payday. Pay calculation and deduction slips shall be supplied with each pay.

- 4:04** **Quit-Discharge, Layoff-Payouts** - If an Employer fails to pay monies due as provided in the second paragraph of 4:03 for discharges, layoffs or quits, the Employer shall pay the employee for such time up to a maximum of four (4) hours pay for each twenty-four (24) hours the employee is kept waiting.

Where it can be clearly shown that a clerical error has occurred, the Employer shall not be penalized provided the error is corrected within one (1) working day from time of notification.

ARTICLE 5:00 - HOURS OF WORK AND OVERTIME

- 5:01** **Hours of Work**

1. Within sixty-five (65) kilometers of the City Hall of the Cities of Edmonton and Fort McMurray:

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work in each week of six (6) days, Monday to Saturday inclusive.

Employees required to work a scheduled shift starting at 4:00 p.m. or later, will receive a premium of three dollars (\$3.00) per hour, for all hours worked between 7:00 PM and 5:00 AM. This premium does not attract overtime rates.

Where one of the Statutory Holidays mentioned in Article 5:03 falls during the work week, the forty (40) straight time hours shall be reduced to thirty-two (32) hours.

2. Outside sixty-five (65) kilometers of the City Centre of the Cities of Edmonton and Fort McMurray:

Ten (10) hours shall constitute a day's work and forty-four (44) hours shall constitute a week's work in each week of six (6) days, Monday to Saturday inclusive, subject to any change by a Labour Relations Board Order.

Employees required to work a scheduled shift starting at 4:00 p.m. or later, will receive a premium of three dollars (\$3.00) per hour, for all hours worked between 7:00 PM and 5:00 AM. This premium does not attract overtime rates.

Where one of the Statutory Holidays mentioned in Article 5:03 falls during the work week, the forty-four (44) straight time hours shall be reduced to thirty-six (36) hours.

5:02 Overtime

1. Within sixty-five (65) kilometers of the City Centre of the Cities of Edmonton and Fort McMurray:

All hours worked in excess of eight (8) hours per day or forty (40) hours per week in each week of six (6) days, Monday through Saturday inclusive, whichever is greater, shall be paid at one and one-half (1½x) times the employee's basic hourly rate.

All work performed on Sunday shall be paid at one and a half (1.5x) times the employee's basic rate.

Appropriate overtime rates shall apply until the employee has had eight (8) consecutive hours off.

2. Outside sixty-five (65) kilometers of the City Centre of the Cities of Edmonton and Fort McMurray:

All hours worked in excess of ten (10) hours per day or forty-four (44) hours per week in each week of six (6) days, Monday through Saturday inclusive, whichever is greater, shall be paid at one and one-half (1½x) times the employee's basic hourly rate.

All work performed on Sunday shall be paid at one and a half (1.5x) times the employee's basic rate.

Appropriate overtime rates shall apply until the employee has had eight (8) consecutive hours off.

5:03 General Holidays

All work performed on the following Named Holidays, shall be paid at two (2x) times the employee's basic hourly rate:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	Civic Holiday	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	National Day for Truth & Reconciliation	Boxing Day

and any other Holidays as declared by the Provincial or Federal Government.

No work shall be performed on Labour Day except for the preservation of life or property.

ARTICLE 6:00 - UNION RECOGNITION

- 6:01** The Employer agrees to hire only members of the Union who are in possession of a referral slip from the Union. The Employer agrees to make available a copy of each referral slip to the Union's Job Steward. When workers are required, the Employer shall call the Union for such workers. The Employer may request former employees who have been employed by them in the previous twelve (12) months and the Union shall refer said former employees. If the Union is unable to supply qualified persons within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the

Employer may hire them elsewhere provided the Employer notifies the Union upon hiring such person and that such persons become members of the Union within fifteen (15) days of commencement of employment or be replaced by competent Union members. There shall be a sixty (60) day probation period for every new member hired under this provision.

A probationary employee's discipline or termination may be the subject of a grievance up to Step No. 3 of the grievance procedure and the disposition of the grievance shall be final and binding at this Step. The discipline or termination of a probationary employee shall not be subject to Arbitration.

On out-of-town projects, Union Members residing within seventy (70) kms of the project shall have preference of employment.

In the event that a person in possession of a referral slip from the Union is rejected through no fault of their own, they shall receive two (2) hours pay and any travel time and transportation costs required by this Agreement. If notification is given prior to the start date by the employer to the union hall of cancelled dispatches, then the employer would not be liable for travel or two (2) hours pay.

- 6:02** All employees who are members in good standing of the Union and all employees who become members during the life of this Agreement, shall as a condition of employment, maintain their membership in good standing for the duration of this Agreement.
- 6:03** A copy of this Agreement will be made available by the Union to all employees covered by this Agreement, and the Employer will make available to the Union representative, upon reasonable notice, a list of all employees covered by this Agreement.
- 6:04** Job stewards shall be recognized on all jobs covered by this Agreement. The Union may appoint stewards as required. The duties of any steward shall not conflict with their employment; however, the stewards shall be allowed a reasonable amount of time during working hours to perform the work of the Union. The Union will submit in writing to the Employer the names of the stewards appointed. The Employer shall notify the Union in writing of the termination of any steward. The job steward shall be one of the last two (2) employees laid off in their classification, provided the Steward is capable of performing the work. At no time shall job stewards be discriminated against.
- 6:05** All employees shall be required to pay an amount equal to Union dues during their term of employment. The Employer shall deduct this amount from the employee's wages by the first payday after commencement of employment, provided that the employee has worked a minimum of one

(1) week, and thereafter on the first payday of each month. All dues so collected shall be remitted to the Union together with a list of employees concerned not later than the tenth (10th) day of the month following such deduction.

- 6:06** The Employer agrees to deduct any Union dues, fees and assessments that may be in addition to those described in 6:05 as evidenced by a signed authorization from an employee covered by this Agreement, and forward such monies to the Union, together with a list showing the amount deducted for each person, not later than the 10th day of the following month.
- 6:07** An authorized representative of the Union shall have access to all jobs having due regard to safety precautions, and after notifying the Employer or authorized representative, but shall not at any time interfere with employees during working hours without such notification. The authorized representative of the Union shall comply with all components of the Employer's safety regulations.
- 6:08** The Union shall have the right to post notices at designated places on the job. All such notices must be signed by the proper officer of the Local Union and submitted to the management of the Employer for their approval.
- 6:09** The Employer recognizes the Union as the exclusive bargaining agent for those classifications of employees covered by this Agreement and within the normal jurisdiction of the Union. All employees working within the classifications covered by this Agreement shall be members of the Union and shall be covered under the terms and conditions of this Agreement.
- 6:10** When members of the Union become supervisors, they may, at their option, continue to be members of the Union and shall be covered under the terms and conditions of this Agreement.
- 6:11** All Foremen shall be members of the Union and shall receive not less than ten (10%) over the highest classification working under them. All instructions to Labourers will be given by the Labour Foreman.

ARTICLE 7:00 - MANAGEMENT RIGHTS

- 7:01** The Employer retains the right of management at all times; shall be the judge of the competency of employees and has the right to select, hire, reclassify, transfer, discipline, suspend and discharge employees for just cause; may determine the number of employees necessary for the operation of any machine or machines; may select, in the case of reduction or replacement of forces, those employees who, in the Employer's sole estimation, are best qualified; may designate the work each employee shall perform; may transfer employees from one locality to another to the full

extent of the Employer's requirements. The above rights are vested in management subject only to this Agreement.

- 7:02** The Union shall not have the right to transfer its members from one Employer to another nor to replace employed members with unemployed members.
- 7:03** The Union, when called upon shall supply competent workers, provided always that the Employer reserves the right to reject workers supplied by the Union in the same manner as any other job applicant.
- 7:04** In the event that a project's conditions, location or other factors place unionized contractors in an uncompetitive position with bidders not affiliated with the Union, the Parties may agree to amend certain terms and conditions of the Collective Agreement.

ARTICLE 8:00 - WORKING CONDITIONS

- 8:01** The Employer agrees to notify the Union of jobs obtained by the Employer describing particulars thereof.
- 8:02** The Employer shall provide reasonable protection from severe weather elements for all employees.
- 8:03** All time spent moving machines such as mobile cranes and other rubber-tired equipment or when hauling passengers in a company vehicle at the direction of the Employer, shall be considered as regular working hours and the applicable straight time or overtime rates shall be paid. This provision also applies to operators of crawler and other types of equipment; transported on wheeled vehicles, when they are assigned to travel with such equipment to load or unload and to be otherwise responsible for the equipment so transported.
- 8:04** When an employee works in a higher hourly wage classification for less than one-half ($\frac{1}{2}$) shift, the employee shall receive the higher rate of pay for a minimum of one-half ($\frac{1}{2}$) of their shift.
- 8:05** Fresh drinking water, in approved sanitary containers, and paper cups will be provided and placed in convenient locations on all projects.
- 8:06** The Employer shall provide or make available suitable sanitary facilities and wherever possible a heated lunchroom which shall not be used for storage of tools or equipment, and a lockfast place for storage of employees' tools.
- 8:07** All employees covered by this Agreement shall be permitted ten (10)

minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break during regular working hours. Should employees be required to work more than two (2) hours beyond the regular quitting time, they shall be permitted a further coffee break of ten (10) minutes duration and every two (2) hours thereafter.

When working a ten (10) hour shift (to meet site requirements and conditions) Employees shall be permitted to take two (2) thirty (30) minute breaks. The first break shall be paid, and the second break shall be unpaid.

8:08 Meals on Overtime:

If an employee is required to work thirteen (13) hours in a shift, the Employer shall provide the employee a meal free of charge, or \$20.00 meal allowance.

ARTICLE 9:00-VACATION AND GENERAL HOLIDAY PAY

9:01 Vacation pay shall be calculated at the rate of six (6%) percent on all hours worked at the straight time rates.

General Holiday pay shall be calculated at the rate of four (4%) percent on all hours worked at the straight time rates.

9:02 Vacation and General Holiday pay shall be paid on each payday and on termination of employment.

ARTICLE 10:00 - TRANSPORTATION

10:01 When employees are required to travel to the job from which they do not return daily, the Employer shall pay an initial travel and transportation allowance based upon road kilometers to the job from the City of Edmonton, as applicable, as follows:

(1) Up to two hundred (200) kilometers - one hundred (\$100.00) dollars;

(2) Two hundred (200) kilometers to three hundred (300) kilometers - one hundred and twenty (\$120.00) dollars;

(3) Three hundred (300) kilometers to four hundred (400) kilometers - one hundred and forty (\$140.00) dollars;

(4) Over four hundred (400) kilometers - schedule airline airfare, or as is

(4) Over four hundred (400) kilometers - schedule airline airfare, or as is mutually agreed.

This allowance shall be paid upon the completion of fifteen (15) calendar days employment, or upon termination due to lack of work or job completion, or for reasons of legitimate illness or authentic compassionate grounds.

The Employer shall pay an equal allowance for the return trip subject to thirty (30) calendar days employment, or upon termination due to lack of work or job completion, or for reasons of legitimate illness or authentic compassionate grounds. No return travel will be paid to employees who self terminate without legitimate grounds or terminate for just cause subject to the grievance procedure in Article 12:00.

10:02 The Employer shall pay vehicle compensation to Employee's who use their own vehicle at the request of the Employer at the rate of seventy cents (\$0.70) per kilometer. The amount stipulated shall be amended as per the Government of Canada's automobile allowance rates. Such request shall be in writing in accordance with Occupational Health & Safety Act requirements and subject to the following terms:

- (1)** When the daily work site or sites are located within sixty-five (65) kilometers of the City Centre, there will be no compensation to the initial daily job site. If transportation to subsequent job sites that day is not provided by the Employer, vehicle compensation will be paid at the prescribed rate. If transportation is provided, it shall include a return trip to the initial daily job site if requested.
- (2)** When the job site from which employees return on a daily basis is beyond sixty-five (65) kilometers of the City Centre and transportation is not provided, vehicle compensation shall be paid at the prescribed rate from the edge of the sixty-five (65) kilometers of the City Centre Boundary to the job site and back to the sixty-five (65) kilometers of the City Centre Boundary unless the employee is directed to travel to a subsequent job site within the zone and transportation is not provided. In that case, vehicle compensation will be paid at the prescribed rate per kilometer for the distance between sites.

Employees shall not be required to use their vehicles to convey passengers, materials, fuel, parts, etc. of the Employer.

10:03 On projects within forty-five (45) kilometers of a Town, Village or Camp, no daily travel time allowance shall be paid.

On projects beyond forty-five (45) kilometers from a City Centre Boundary, Town, Village or Camp, the Employer shall pay daily travel time allowance at the rate of one (1) minute per kilometer at straight time rates, each way from the limit of the City Centre Boundary to the job.

Wages will be paid continuously from start of shift at the initial daily work site until the end of the shift, including time spent travelling between sites except for lunch or meal breaks.

ARTICLE 11:00 - DISPUTES, JURISDICTIONAL

- 11:01** There shall be no strikes or lock-outs by the Union or the Employer during the term of this Agreement because of jurisdictional dispute.
- 11:02** When requested by the Union, where feasible, the Employer shall furnish to the Local Office of the Union a signed letter on Employer stationery stating that the Labourers' were assigned and employed on certain items of work in accordance with jurisdictional Agreements which will be specified for that given project.
- 11:03** In the event of a jurisdictional dispute the Employer shall make an immediate assignment, in writing, of the disputed work and shall not change the assignment until a settlement is reached between the disputing parties. If no settlement is effected then the dispute will be settled finally, in accordance with the procedures outlined in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

ARTICLE 12:00- GRIEVANCE PROCEDURE

- 12:01** There shall be, during the term of this Agreement, no slow-downs, stoppage of work, picketing, strike, lockout or walk-out concerning the interpretation, application, operation or alleged violation of this Agreement.
- 12:02** In the event of any dispute arising out of this Agreement between the Employer and the Union covering the interpretation, application, operation or alleged violation of this Agreement, the dispute will proceed to step (c) below. In the event of any dispute arising out of this Agreement between the Employer and employee, the following procedure will be followed:
- (a) An aggrieved party shall, within fifteen (15) days (excluding Saturdays, Sundays and Holidays) of the alleged grievance submit their complaint in writing to the job steward who shall endeavour to settle the complaint between the employees and their immediate supervisor.

(b) If a settlement is not reached within three (3) days excluding Saturdays, Sundays and Holidays, the job steward shall present the matter of complaint in writing to an official representative of the Union for discussion with the project superintendent or management representative.

(c) If the complaint is not settled within ten (10) days excluding Saturdays, Sundays and Holidays it may be referred to an Arbitration Board which shall be composed of one (1) member appointed by the Employer, one (1) appointed by the Union and a neutral Chairperson appointed by the members. Each party shall bear the expense of their appointee and the expense of the Chairperson shall be shared equally by the parties.

(d) If either party fails to appoint a member or if the appointed members cannot agree on a neutral Chairperson, such appointments shall be made in accordance with the Labour Relations Code.

(e) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairperson. By mutual consent of the parties, the time limits may be extended.

12:03 The Board shall not alter, amend or change the terms of this Agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award, the decision of the Chairperson shall be the award.

12:04 As an alternative procedure to that outlined, commencing with 12:02 (c) the following procedure shall be used if mutually agreed in writing by the Employer and the Union.

(a) The steps prescribed in 12:02 (a) and (b) shall apply.

(b) If the matter of complaint is not then settled within ten (10) days excluding Saturdays, Sundays and Holidays, it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.

(c) Should the Employer and the Union fail to agree on the appointment of the single Arbitrator, the appointment shall be made by the Minister of Labour.

(d) The single Arbitrator shall have the same authority as an Arbitration Board and shall make a decision within fourteen (14) days of the appointment. By mutual consent of the parties, the time limits may be extended.

(e) The costs of and in connection with the single Arbitrator shall be borne equally by the Employer and the Union.

The single Arbitrator shall not alter, amend or change the terms of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.

ARTICLE 13:00 - ACCIDENT PREVENTION

- 13:01** It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Act, and any refusal on the part of employees to perform their duties or to continue to perform their duties that are in contravention of the Occupational Health & Safety Act shall not be deemed to be a violation of this Agreement.
- 13:02** The Employer shall make available, free of charge, all necessary safety equipment as required by the Occupational Health & Safety Act excepting such articles of personal clothing which are not returnable, such as safety shoes, etc.
- 13:03** A violation of safety regulations by an employee or any refusal of an employee to abide by safety regulations after being duly warned shall be just cause for dismissal.
- 13:04** The job steward or designated alternate shall be appointed to the Safety Committees.
- 13:05** The Employer may have a safety policy that exceeds the requirements of the Occupational Health and Safety Act and employees shall be required to adhere to that policy. The Employer shall upon request from the Union provide to the Union a copy of the Employer's Safety Regulations.
- 13:06** The Employer and the Union agree that it is in the best interest of all concerned to promote a safe working environment. Therefore, Pre Access A&D as well as Fit For Work testing, may be required. The cost of such testing shall be paid for by the Employer. The person being tested shall receive a copy of such test results upon request.

ARTICLE 14:00- ROOM AND BOARD

- 14:01** On projects beyond the daily travel limits of the City of Edmonton, the Employer shall, when available, provide camp at no cost to the employee on a seven (7) days per week basis. Alternatively,

reasonable room and board or agreed subsistence allowance will be provided seven (7) days per week. Only those employees who reside beyond a sixty-five (65) km radius of the project will be entitled to the above.

All employees who choose not to accept room and board so provided will not be entitled to receive an allowance in lieu thereof.

ARTICLE 15:00 - SHOW-UP AND CALL-OUT TIME

15:01

(a) An employee reporting for work on call of the Employer shall receive two (2) hours pay at the applicable rate unless the employee is notified at least two (2) hours prior to the regular starting time not to report for work.

(b) If an employee commences work, that employee shall receive payment for the actual time worked or a minimum of two (2) hours.

(c) Notwithstanding the provisions of (a) and (b), when an employee refuses to work or refuses to continue to work, or there is a third-party labour work stoppage, no pay for hours not worked shall be required.

(d) Every Employer must, devise a system to effectively inform employees of cancellation of the day's work due to inclement weather. Such notification shall be at least two (2) hours before the regular start time. If such notification is not received and the employee shows up for work, two (2) hours show-up time will be paid at the employee's regular rate of pay. This notification shall be one (1) hour if the Employee is housed in a camp supplied by the Employer.

15:02 Employees called out for work after their regular hours of work will receive a minimum of two (2) hours pay at the overtime rates applicable.

15:03 Reporting time pay and/or call-out pay is in addition to travel time pay.

15:04 The Employer may require employees to work within their jurisdiction for the two (2) hours call-out pay.

ARTICLE 16:00 - EMPLOYER CONTRIBUTIONS

16:01 **Health & Welfare**

The Employer shall pay two dollars and seventy-five cents (\$2.75) per hour for each hour worked by each Union member into the Laborers Health & Welfare Trust Fund of Western Canada and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

The Employer shall, not later than the 15th day of each month, mail Health and Welfare Trust Fund contributions for the previous month to the office of the Trust Fund. Cheques are to be made payable to the Laborers Health & Welfare Trust Fund of Western Canada.

16:02 Pension

The Employer shall pay four dollars (\$4.00) per hour for each hour worked by each Union member into the Laborers Pension Fund of Western Canada and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

The Employer shall, not later than the 15th day of each month, mail Pension Trust Fund contributions for the previous month to the office of the Trust Fund. Cheques are to be made payable to the Laborers Pension Fund of Western Canada.

16:03 Training

The Employer shall pay seventy-five cents (\$0.75) per hour for each hour worked by each Union member, into the Alberta Laborers Training Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

The Employer shall, not later than the 15th day of each month, mail Training Trust Fund contributions for the previous month to the office of the Trust Fund. Cheques are to be made payable to the Alberta Laborers Training Trust Fund.

16:04 Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the Health & Welfare Trust Fund, Pension Trust Fund, and Training Trust Fund, the Employer's liability to the said Funds shall be limited to remittances of the above noted contributions in the manners and at the times set out herein.

ARTICLE 17:00 - DURATION OF AGREEMENT


17:01 This Agreement shall become effective upon receiving the signatures of the parties to this Agreement and shall remain in effect for three (3) years from the date of signing.

17:02 Either party to this Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Agreement, request the other party to the Agreement to commence collective bargaining.

17:03 If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said expiry date, until the procedures in the Labour Relations Code have been exhausted. The parties to this Agreement shall make every effort to complete the procedures in the Code and conclude an Agreement prior to the expiry date.

All of which agreed to this 4th day of April, 2024 in Edmonton, Alberta.

For the Union:



John Desrosiers, Business Manager

For the Employer:

Adam Fisher, Operations Manager

LETTER OF UNDERSTANDING

By and Between:

ABALONE CONSTRUCTION (WESTERN) INC.

(Hereinafter referred to as the Employer)

and

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

(Hereinafter referred to as the Union)

Re: Compressed Work Week

The Employer and the Union agree that the Employer may implement a compressed work week subject to the following:

The Employer, when desiring to implement a compressed work week, shall contact the Union to identify the employees and project affected.

The compressed work week shall consist of four (4) consecutive ten (10) hour days starting on a Monday or a Tuesday.

Overtime shall be paid for all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week, Monday to Friday. When the compressed week starts on a Monday, overtime shall be paid for the hours worked on Friday. When the compressed week starts on a Tuesday, overtime shall be paid for the hours worked on the preceding Monday. The applicable overtime rates shall apply for Saturdays, Sundays and Holidays.

For the Union:

For the Employer:



John Desrosiers, Business Manager

Adam Fisher, Operations Manager