

CONSTRUCTION AGREEMENT – NUNAVUT

By and Between:



Construction Maintenance and Allied Workers Canada
www.cmaw.ca

And:



DURATION: March 27, 2019 to March 26, 2021

Construction, Maintenance and Allied Workers Canada

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

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ARTICLE 1 PURPOSE

1.01 The intent and purpose of this Agreement is to:

- a) Set out certain terms and conditions which will apply to the employees or DSPs and the Employer;
- b) Mutually recognize the respective rights, responsibilities and functions of the parties to this agreement;
- c) Provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits;
- d) Establish an equitable system for the promotion, transfer, layoff and recall of employees or DSPs;
- e) Establish a just and prompt procedure for the disposition of grievances; and through the full and fair administration of all the provisions contained within this Part, to achieve a relationship among the Union, the Employer and the employees or DSPs which will be conducive to their mutual well-being.

1.02 Mutual Responsibilities

- a) It is in the mutual interest of the Employer and employee or DSP, to provide for the construction of the projects affected by this agreement and to further to the fullest extent possible, the safety and physical welfare of the employees or DSPs, the economy of construction, the quality and quantity of construction and the cleanliness of project work sites and protection of the owner's property.
- b) It is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of said conditions as set out in 1.02 (a) above.
- c) It is also recognized by this Agreement to be the duty of the Employer to explain fully the terms of this Agreement to all its officers and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.
- d) The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from discrimination and harassment.

1.03 Equity Hire

- a) The Employer and the Union believe that every person has the right of equal opportunity based upon bona fide qualifications in respect of his or her trade, occupation or employment, or in respect of an intended occupation, employment, advancement or promotion and the race, religion, colour, age, marital status, sexual orientation, ancestry, place of origin, union membership, or political belief of any person or class or group of persons shall not constitute reasonable cause for harm or punishment.
- b) The parties agree to work cooperatively to promote opportunities for local and aboriginal people on all projects.

ARTICLE 2 RECOGNITION

- 2.01** The Employer recognizes the Union as the sole bargaining agent of all employees or DSPs in the bargaining unit, working in the Territory of Nunavut, by voluntary recognition agreement. Including Apprentices, Foremen and General Foremen.

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

The Employer further recognizes the Union as the sole bargaining agent of all other employees or DSPs working in the Territory of Nunavut as defined in Article 2.02 and/or classified in Schedule "A" attached hereto and made part hereof.

- 2.02** There will be no revision, amendment, or alteration of the scope of the bargaining unit as defined in this agreement or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties.
- 2.03** The wage rates and other provisions set out may be amended by mutual agreement for specific projects in order to enable the Employer to compete with non-union or other competition and/or with specific union project agreement rates. Any amendment under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 Subject to the terms of this Agreement, the Employer's rights include:**

- a) The right to maintain order and productivity; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees or DSPs; to discipline and discharge employees or DSPs for just cause;
- b) The right to select and hire, as per Article 6 and direct the working force and employees or DSPs; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees or DSPs; to select and retain employees for positions excluded from the bargaining unit;
- c) The right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the contracting of work, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees or DSPs needed by the Employer at any time and generally, the right to manage the business of the Employer and to plan, direct and control the operations of the Employer, without interference.
- d) The right to recognize the qualifications to classify employees or DSPs that are not part of the Red Seal trade.

- 3.02** The sole and exclusive jurisdiction over operations, building, machinery, equipment will be vested in the Employer.

- 3.03** Prior to subcontracting the Employer will discuss with the Union, the portion or portions of the project that the Employer wishes to sub-contract and the sub-contractors to be hired to do such work.

ARTICLE 4 UNION REPRESENTATION

4.01 Job Stewards

For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- a) The Union has the right to select or appoint stewards to assist the employees or DSPs in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. The Union shall notify the Employer of the appointment of all Job Stewards.
- b) Job Stewards shall be recognized on all projects and shall not be discriminated against for acting as a duly appointed representative of the Union. The Employer shall provide a Job Steward with sufficient time to carry out his duties.
 - i. Stewards will receive the hourly premium as set out in Schedule "A". The Union will advise the Employer in writing the name(s) of the steward(s).
 - ii. The steward shall be retained until the end of the job/project, provided there is work for which the member is qualified.
 - iii. The Union shall have a steward appointed on site at all times.
- c) The Union acknowledges that stewards have regular duties to perform as employees or DSPs of the Employer. Stewards will be given time during the work day to perform their union duties.

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

4.02 Representatives

- a) Duly appointed representatives of the Union are representatives of the employees or DSPs in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' or DSPs' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:
 - i. The Union representative will identify himself to the job supervisor upon arriving at a job site;
 - ii. The Union representative will not interfere with the progress of work.
- c) Union Representatives shall have access to all projects governed by the Agreement, after first notifying the Employer.

4.03 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. Employees or DSPs to a maximum of three (3) on the committee will be paid by the Employer to a maximum of forty (40) hours per employee or DSP, at their regular straight-time hourly rates for all time spent on negotiating the collective agreement and wage and benefit reviews with the Employer, whenever this takes place during the regular working hours of the employees or DSPs concerned.

ARTICLE 5 STRIKES OR LOCKOUTS

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

ARTICLE 6 EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01

- a) The Union and the Employer will cooperate in maintaining a desirable and competent labour force.
- b) The Employer shall give preference to qualified Union members who are able to meet the requirements of the job. The Employer shall contact the Union prior to the commencement of work, to determine which members are available for work.
- c) The Union and the Employer agree to a local hiring preference. The Union shall inform the Employer of available and qualified local Union members.
- d) Employees or DSPs shall be required to become a member of the Union within 30 days after being first hired, as a condition of their employment.

6.02 Pre-Job Conference

The Employer shall notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference shall be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

- 6.03** Subject to Article 6.01, the Employer shall not discriminate against any employee or DSP because of Union membership or lack of it and shall inform all new employees or DSPs of the contractual relationship between the Employer and the Union. Before commencing work, or as soon as reasonably possible after commencing work, new employees or DSPs shall be referred by the Employer to a Union steward or representative in order to describe the Union's purpose and representation policies to such new employees or DSPs.

- 6.04** The Union agrees that it shall make membership in the Union available to all employees or DSPs covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.05** New employees or DSPs will be hired on a ninety (90) calendar day probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee or DSP is at the absolute discretion of the Employer and that the subject of a grievance or arbitration shall only be to determine whether the employee or DSP was a probationary employee or DSP.
- 6.06** Probationary employees or DSPs are covered by the Agreement, excepting those provisions which specifically exclude such employees or DSPs.
- 6.07** Employees or DSPs laid off or re-assigned outside the bargaining unit for a period longer than nine (9) months and recalled by the Employer will serve a new probationary period. An employee or DSP who quits or is terminated for just cause and is rehired will serve a new probationary period.

ARTICLE 7 UNION DUES

- 7.01** The Employer will deduct from each employee's or DSP's pay the amount equal to Union dues and where applicable an amount equal to Union dues arrears. The total amount deducted will be remitted to the Union thirty (30) days following the end of each month together with an itemized list of the employees or DSPs for whom the deductions are made and the amount deducted for each. The Union and the employees or DSPs agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.02** The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 7.03** The Employer will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, jobsite locations and terminations. The name, address, date of hire and classification of new employees or DSPs will be provided to the Union once monthly.

ARTICLE 8 WAGE & AREA RATES OF PAY

- 8.01** Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A", as appropriate to the work.
- 8.02** Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon such wage rates either party may apply directly for arbitration under Article 22.

8.03 Show Up Time

- a) An employee or DSP who comes to work without having been notified that there is no work available and who is sent home because of lack of work, will receive a minimum of four (4) hours pay at his prevailing hourly rate. The employee or DSP will also receive his full accommodation allowance if and when applicable.
- b) Proper notification in the case of a camp is at breakfast time and notices are posted on the kitchen bulletin board.

Starting Work

An employee or DSP who starts work and is prevented from completing his normal work day will receive a minimum of four (4) hours pay at his prevailing hourly rate. The employee or DSP will also receive his full accommodation allowance if and when applicable.

- 8.04** When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees or DSPs in another classification at the rate of pay of their usual specified classification provided the employee or DSP is qualified to do the required work.
- 8.05** If the shortage is for a period longer than the day outlined in Article 8.05 above, the employee or DSP may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee or DSP will be paid the rate for the new classification. This will be recorded in writing signed by the Employer, the employee or DSP and Job Steward.
- 8.06** All references to base wage rate will be deemed to have additional premiums for General Foremen, Foremen, Lead Hands and Stewards.

ARTICLE 9 HOURS OF WORK & OVERTIME

- 9.01** A normal daily shift of ten (10) hours shall constitute a normal day's work beginning at 7:00 am and ending by 5:30 pm. The normal workweek shall be forty (40) hours.

Unless otherwise agree to a Pre-Job Conference, the Employer may vary the start/quit times by changing the scheduled starting time up to two (2) hours at his option.

Variances beyond two (2) hours shall be agreed mutually by the Employer and the business representative of the Union and the consent to variance will not be unreasonably withheld.

- 9.02** Starting time shall be at an area designated by the Employer.
- 9.03** Notwithstanding the normal work week generally consists of forty (40) straight time hours per week, the Shift Cycles noted below will apply and overtime will be paid as noted in each shift cycle below. Employees or DSPs will be paid overtime at the rate of 1.5 times the employee's or DSP's base wage rate for all overtime hours.

All unscheduled overtime shall be voluntary.

9.04 Shift Cycles

The Employer will define the shift cycle for each project as agreed to in the Pre-Job Conference report.

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

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

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

Day	1	2	3	4	5	6	7
Straight Time	8	8	8	8	8	0	0
Overtime	2	2	2	2	2	0	0

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

Day	1	2	3	4	5	6	7
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3

Day	8	9	10	11	12	13	14
Straight Time	7	7	7	0	0	0	0
Overtime	3	3	3	0	0	0	0

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

Day	1	2	3	4	5	6	7
Straight Time	6	7	7	7	7	7	7
Overtime	4	3	3	3	3	3	3

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

Day	15	16	17	18	19	20	21
Straight Time	0	0	0	0	0	0	0
Overtime	0	0	0	0	0	0	0

- e) Shift Cycle 5 – 20 days of 10 hours, followed by 8 days off

Day	1	2	3	4	5	6	7
Straight Time	6	6	6	6	6	6	7
Overtime	4	4	4	4	4	4	3

Day	8	9	10	11	12	13	14
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3

Day	15	16	17	18	19	20	21
Straight Time	6	6	6	6	6	6	0
Overtime	4	4	4	4	4	4	0

Day	22	23	24	25	26	27	28
Straight Time	0	0	0	0	0	0	0
Overtime	0	0	0	0	0	0	0

- f) The Employer and the Union agree to the following shift change for the period of May 31, 2015 to May 30, 2017. The Shift Cycle 4 (14/7) and the Shift Cycle 5 (20/8) change to:

Shift Cycle 4 – 14 days of work, followed by 7 days off

Day	1	2	3	4	5	6	7
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3

Day	8	9	10	11	12	13	14
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3

Day	15	16	17	18	19	20	21
Straight Time	0	0	0	0	0	0	0
Overtime	0	0	0	0	0	0	0

Shift Cycle 5 – 20 days of work, followed by 8 days off

Day	1	2	3	4	5	6	7
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3

Day	8	9	10	11	12	13	14
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3

Day	15	16	17	18	19	20	21
Straight Time	7	7	7	7	7	7	0
Overtime	3	3	3	3	3	3	0

Day	22	23	24	25	26	27	28
Straight Time	0	0	0	0	0	0	0
Overtime	0	0	0	0	0	0	0

- 9.05** Scheduled breaks will include a Sunday whenever possible.
- 9.06** The Employer will attempt to distribute unscheduled overtime work as evenly as possible among employees or DSPs who normally perform the work and who indicate they wish to work overtime.
- 9.07** Any amendments to hours of work and overtime will be noted on the Pre-Job Conference report.
- 9.08** The provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than as stipulated in Articles 8.03 and 8.04.
- 9.09 Coffee Breaks and Meal Periods**
- a) There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift.
 - b) Employees or DSPs will be given an unpaid meal period of 1/2 hour per shift and such period will not be considered as time worked.
 - c) Employees or DSPs required to work beyond ten (10) hours in a day will be provided with an additional coffee break of fifteen (15) minutes.
 - d) If employees or DSPs are not scheduled, but are required to work beyond 2 hours of unscheduled overtime in a day, the Employer will provide a meal period of ½ hour paid at straight-time and a meal for the employees or DSPs. If the Employer is unable to provide a meal it will pay each employee or DSP twenty dollars (\$20.00) in lieu of the meal.
- 9.10** Provided the employee or DSP notifies the Employer at the time of hire the Employer agrees to respect the employee's or DSP's wishes with regards to not working certain days of the week or certain hours of the day because of *bona fide* held religious beliefs.

9.11 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any employee or DSP who is employed on a night shift. Such shift premium shall be paid in accordance with the following schedule:

Day Shift: No Shift Premium

Night Shift: Any shift which commences after 5:30pm.

Overtime on the night shift shall be payable as per the shift cycles in 9.04.

ARTICLE 10 LAY-OFFS

- 10.01** The Employer will give the employee or DSP four (4) hours' notice of layoff.
- 10.02** The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.

- 10.03** The Employer agrees to notify the Union office of the names of employees or DSPs laid off within the pay period of the date during which the layoff occurred, together with the employee's or DSP's classification and latest available phone number.
- 10.04** Employees or DSPs who have been laid off while off site will have their personal belongings shipped to their home address, at no cost, within three (3) business days. The shipping or tracking number will be provided to the employee or DSP and the Union upon request.

ARTICLE 11 VACATION & VACATION PAY

- 11.01** All employees or DSPs will be entitled to receive an amount equal to six (6%) percent of their base wage rate for all scheduled hours worked in vacation pay.
- 11.02** Vacation Pay will be paid to employees or DSPs on each pay cheque.
- 11.03** The Employer will consider vacations at the times requested considering business requirements and shall inform the employee or DSP within seven (7) days of the request.

ARTICLE 12 HOLIDAYS & HOLIDAY PAY

- 12.01** Employees or DSPs will be entitled to receive an amount equal to four (4%) percent of their base wage rate for all scheduled hours worked in lieu of the following holidays:
- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Nunavut Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 12.02** Employees or DSPs required to work on one of the above holidays will receive overtime pay at time and a half for all hours worked in addition to the holiday pay.
- 12.03** Employees or DSPs retain the right to refuse employment, scheduled or unscheduled, on the Statutory Holidays named in Article 12.01 without penalty.
- 12.04** Holiday Pay will be paid to employees or DSPs on each pay cheque.

ARTICLE 13 TRANSPORTATION, TRAVEL AND ACCOMMODATION

13.01 Preamble

- a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this article, is to provide a fair means of compensating employees or DSPs for additional travel and accommodation expenses they incur while working on jobsites beyond a reasonable distance from their residence.
- b) For the purposes of this Agreement, the Employer's base of operations is defined as the centre of Edmonton and Calgary, or the job site. The base of operation will be determined at the pre-job conference.
- c) For selected job sites with peculiar geographic circumstances, the Employer and the Union, by mutual agreement may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of

the job site and will be put into writing and signed by a representative of the Employer and the Union.

13.02 Local Residents, Travel and Accommodation Zones

- a) Transportation and accommodation zones defined at the Pre-job Conference are established from the Employer's base of operations.
- b) A bona fide local resident will be defined to mean any person residing within a distance defined at the Pre-job Conference of the project and has resided within such distance of the site for a period of not less than thirty days prior to the commencement of the project. Subject to mutual agreement, a resident with less than thirty (30) days at his current local residence may be classified as a local resident.

13.03 Daily Travel Allowance

- a) Local residents (as defined in Article 13.02 b)) residing within a certain distance defined at the Pre-job Conference of the job site shall not be entitled to receive daily transportation expense, initial and return transportation expense, room and board or subsistence, or camp accommodations, or rotational leave provisions.
- b) Local residents residing between two distances defined at the Pre-job Conference shall not be entitled to receive initial and return travel time or expense, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a transportation expense of an amount to be determined at the Pre-Job Conference, each way to cover transportation expense for each day worked.
- c) There will only be daily travel beyond a certain distance defined at the Pre-job Conference.
- d) When the Employer provides transportation to the jobsite, there is no daily travel allowance unless mutually agreed upon at the Pre-Job Conference.
- e) In the event of a dispute on the amount of road kms, the dispute will be determined by 'Google Maps' from the employee's or DSP's residence to the job site.

13.04 Initial/Shift Travel Allowances

- a) For projects whose base of operations is defined as Calgary or Edmonton there is no initial or shift Travel Allowances.
- b) For projects whose base of operations is defined as the job site, the initial and shift travel allowances will be agreed to at the pre-job based on the following criteria:
 - i. travel allowances will be paid for all employees or DSPs whose permanent residence is outside a certain distance defined at the Pre-job Conference of the job site;
 - ii. initial travel allowance will be paid from the Employer's Edmonton office to the job site. This travel allowance will be paid for the beginning of the project and again if the employee or DSP is laid-off and recalled to the same project. Employees or DSPs who quit or are terminated for just cause within twenty-one (21) days of their start date, will not be entitled to initial travel allowance. If the Employer has paid the employee or DSP the initial travel allowance the Employer may deduct the initial travel allowance from the employee's or DSP's final pay cheque;
 - iii. the employee or DSP will also receive return travel allowance for every completed shift cycle, as defined in the Pre-job form for the project. An employee or DSP whose permanent residence is within a certain distance defined at the Pre-job Conference will receive one-hundred dollars (\$100.00) per completed shift cycle. Employees or DSPs whose permanent residence is beyond a certain distance defined at the Pre-job

Conference will receive two-hundred dollars (\$200.00) per completed shift cycle.

Justifiable reasons for absences will be accepted;

- iv. the travel allowance earned as noted in iii) above, will be paid on the employee's or DSP's following paycheck;
- v. the amount of travel allowances will be subject to negotiation and agreement between the Employer, the Union and an employee or DSP where practical, with the cost of public transportation, the Travel Allowance amount in Article 13.03 (f), duration of travel and Article 26 as guidelines. The amount will be indicated on the pre-job form for the project.
- vi. if the Employer provides transportation to the jobsite, there shall be no initial or shift travel allowances.

13.05 Accommodation Allowance

- a) For projects whose base of operations is defined as Calgary or Edmonton no accommodation allowance will be paid.
- b) No accommodation allowance shall be paid for Local Residents as defined in Article 13.02.
- c) For projects whose base of operations is defined as the job site, accommodation allowance will be paid for all employees or DSPs whose permanent residence is beyond a certain distance defined at the Pre-job Conference from the job site.
- d) Daily accommodation allowance will be determined at the Pre-Job Conference subject to Article 2.03.
- e) Employees or DSPs receiving accommodation allowance will not be entitled to daily travel allowance unless the Employer and Union agree that there is no accommodation available within a certain distance defined at the Pre-job Conference from the job site. Employees or DSPs in this situation, who provide their own transportation, will receive a daily travel allowance
- f) Where camp accommodations are provided, accommodation allowance will not be paid.

13.06 Travel Time

- a) On all projects, regardless of accessibility or isolation, where an employee or DSP transports an Employer's or DSP's vehicle to the job, such employee or DSP will be paid their regular rate of pay for actual time traveled. Such employees or DSPs will not receive duplicating travel allowance.
- b) On all projects, regardless of accessibility or isolation, where an employee's or DSP's classification requires the use of their own vehicle in the performance of their duties, such employee or DSP will be paid at their regular rate of pay for actual (reasonable) time traveled from the point of hire to the project and return.

13.07 Transfers

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

13.08 Turnarounds

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

13.09 Cancellation and No-show Policy

Employees or DSPs unable to board the flight must contact their supervisor or the Human Resources Department at least 48 hours prior to boarding. When cancellation is made less than 48 hours without legitimate reasons, a cancellation fee (\$75) will be charged to the employee or DSP. Cancellation of less than four hours prior to departure or no show will be charged \$400.

In the event of a dispute between the Union and the Employer of what is or what is not a legitimate reason will be referred to a two person committee consisting of one from the Employer and one from the Union.

13.10 Camp Accommodations

In order to minimize the disruption of long term construction employees or DSPs and provide stability, every effort shall be made for employees or DSPs not to move/change rooms and or camps at any time.

ARTICLE 14 UNION-MANAGEMENT COMMITTEE

14.01

- a) In order to build a cooperative relationship between the Employer, the Union and the employees or DSPs, the parties agree to schedule Union - Management meetings on each project. The meeting will serve as a forum for discussion and consultation about policies and practices covered by and not necessarily covered by the Collective Agreement. The areas for discussion will include but not be limited to:
 - i. hiring policies;
 - ii. discipline and discharge policies;
 - iii. training and promotion;
 - iv. safety measures;
 - v. matters that affect the working conditions of the employees or DSPs.
- b) The Employer and the Union will each appoint representatives to the Union - Management Committee. Meeting notes will record the business of each meeting and copies will be distributed as the committee determines.

14.02 An employee or DSP attending the Union-Management meetings during regular working hours will be entitled to his regular hourly rate of pay. The employee or DSP will also receive a flat fee of twenty-five dollars (\$25.00) for each meeting attended. This amount will be equally shared between the Employer and Union.

14.03 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 15 HEALTH AND SAFETY COMMITTEE

- 15.01** The Health and Safety Committee is directed to matters concerning the correction of unsafe conditions and practices and the maintenance of the co-operative interest in the safety of the workforce. Minutes will record the business of each meeting and copies will be distributed as the committee determines.
- 15.02** The Employer and the Union will each appoint representatives to the Health and Safety Committee.
- 15.03**
- a) The Employer agrees to make practicable provisions for the safety and health of its employees or DSPs on its job sites and shop during the hours of their employment. Such provisions will be made known to all employees or DSPs at the time of hire.
 - b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
 - c) It is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- 15.04** An employee or DSP who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of his daily shift.
- 15.05** An employee or DSP who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee or DSP require hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's or DSP's home at no cost to the employee or DSP.
- 15.06** Following a serious accident or an incident which could have resulted in a serious injury, the Health and Safety Committee will convene as soon as possible to review the Employers investigation and report to the Union.
- 15.07 Light Duty Work Programs**
- a) If an employee or DSP is injured on the job and requires medical attention the employee or DSP may be entitled to Light Duty Work and he will inform the attending Physician of the same.
 - b) The Employer will inform the Physician of the types of light duty work which may be available to the employee or DSP and will make the same available to the employee or DSP with the Physician's approval.
 - c) The Employer will inform the Union office of all employees or DSPs who are assigned to light duty work.

ARTICLE 16 HEALTH & WELFARE FUNDS

- 16.01** The Employer will pay the amount as set out in Schedule "A" for all scheduled hours worked for each Employee or DSP towards the Union's Health and Welfare Fund. No amount of these payments will be deducted from an employee's or DSP's wages. The total amount will be remitted to the Union thirty (30) days following the end of each month together with an itemized list of the employees or DSPs for whom the remittances are made and the amount remitted for each.

16.02 It is the responsibility of each employee or DSP to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and neither the Union nor the Employer have any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee or DSP, beyond the obligations specifically stipulated in this Agreement.

16.03 Penalties for delinquent payment of health and welfare contributions and/or deductions

- a) The Union will notify the Employer in writing forty-eight (48) hours of any delinquency.
- b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union at their sole discretion may impose a penalty of 2% per month to a maximum of 24% per year.

ARTICLE 17 PENSION PLAN

17.01 The Union will establish a pension plan for the benefit of the employees or DSPs.

17.02 The Employer will make contributions to the pension plan or trust account for the benefit of each employee or DSP in the amounts set out in Schedule "A" for all hours worked by the employee or DSP.

17.03 At the time the contributions are made, the Employer will provide a list of employees or DSPs for whom the amounts are being remitted, the amounts remitted for each employee or DSP and such other information as the administrator or trustee of the pension plan or trust account may reasonably require. The total amount will be remitted to the Union thirty (30) days following the end of each month together with an itemized list of the employees or DSPs for whom the remittances are made and the amount remitted for each.

17.04 Penalties for delinquent payment of pension plan contributions and/or deductions:

- a) The Union will notify the Employer in writing forty-eight (48) hours of any delinquency.
- b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union at their sole discretion may impose a penalty of 2% per month to a maximum of 24% per year.

ARTICLE 18 APPRENTICESHIP, TRAINING & ADMINISTRATION FUNDS

18.01 The Employer will contribute an amount for all scheduled hours worked by their employees or DSPs as defined in Schedule "A" to the Union's Apprenticeship and Training Fund.

18.02 The Employer will contribute an amount for all scheduled hours worked by their employees or DSPs as defined in Schedule "A" to the Union's Administration Fund. This fund will be used by the Union to fulfill its obligations to employees or DSPS and Employers in respect of this Agreement.

- 18.03** The total amounts will be remitted to the Union thirty (30) days following the end of each month together with an itemized list of the Employees or DSPs for whom the remittances are made and the amount remitted for each.

ARTICLE 19 TOOLS

19.01

- a) Tradesman and Rig Welders will supply their personal tools as per Schedules "B", "C", "D", and "E". Employees or DSPs will supply quality name brand tools. The Employer will not be responsible for any lost employee's or DSP's tools. Broken tools supplied by the employee or DSP will be exchanged by the Employer.
- b) The Employer will make available secure storage for the member's tools outside of the working hours. For stolen tools as the result of a break in or unforeseen circumstance, that fall under the responsibility of the Employer, only tools formally inventoried and validated by the Employer upon hiring will be reimbursed or replaced.

- 19.02** The employees or DSPs will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.

- 19.03** Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

- 19.04** The Employer shall provide suitable clean and enclosed sanitary facilities and as soon as job conditions permit, chemical or flush toilets, urinals and washbasins.

- 19.05** Where no sanitary drinking water is available, fresh cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.

- 19.06** Upon request, the Employer will provide an employee or DSP a T2200 for a "tradespersons tool tax deduction".

ARTICLE 20 PROTECTIVE EQUIPMENT

- 20.01** All employees or DSPs will wear safety hats to be made available by the Employer.

- 20.02** All employees or DSPs will wear safety boots furnished by the employee or DSP. Upon ratification, all employees or DSPs will be entitled to a boot allowance of \$0.15 per hour worked, payable on every pay cheque.

- 20.03** The Employer will furnish employees or DSPs with safety equipment (including gloves, safety glasses and fire retardant coveralls if required) and rain gear if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees or DSPs will be held responsible for loss or improper maintenance of Employer furnished items. The Employer will provide for the cleaning of the fire retardant coveralls.

20.04 Prescription Safety Eyewear

The Employer agrees to reimburse any employee or DSP 50% of the cost of prescription safety glasses (contact lenses are not eligible) up to \$300.00 according to the following criteria:

- a) The employee or DSP must provide a copy of the prescription and receipt for the glasses.
- b) The employee or DSP must have worked 1200 hours with the Employer for the first reimbursement.
- c) For any subsequent reimbursement the employee or DSP must have worked an additional 4000 hours from the last time reimbursed.

ARTICLE 21 LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 The Employer may grant leaves of absence without pay for a time mutually agreed upon between the Employer and the employee or DSP for the following reasons:

- a) Marriage of the employee or DSP;
- b) Sickness of the employee or DSP or employee's or DSP's immediate family (proof of illness may be required by the Employer in order to be granted leave);
- c) Union activity other than this establishment.
- d) Death of a family member not outlined in Article 21.02.

21.02 An employee or DSP will be granted up to a three (3) day leave of absence with pay at his regular straight time hourly rate to make arrangements for and to attend the funeral of the employee's or DSP's spouse, common law spouse, child, parents, parents in law, brother, sister, grandchildren or grandparents. Such pay will be for time actually taken away from the jobsite. Further time may be granted without pay by mutual agreement between the Employer and the employee or DSP. To receive such pay the employee or DSP must return to work.

21.03 Employees or DSPs working in remote areas shall be eligible for an unpaid leave of absence for compassionate reasons. Such leave will be by mutual agreement between the employee and the Employer whereupon the member will receive his return fare if work is available.

21.04 Following a leave of absence, employees or DSPs who fail to report back for work as scheduled will be deemed to have voluntarily quit.

ARTICLE 22 GRIEVANCE PROCEDURE

22.01 Preamble

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

- 22.02** "Grievance" means any difference by the persons bound by this Agreement regarding the interpretation, application, operation, or any alleged violation of the Agreement, including discharge for cause alleged to be unjust by the Union; "Party" means one of the parties to this Agreement. Discharge shall not include layoff of employees or DSPs for reason of project efficiency or reduction of forces on suspension or completion of work.
- 22.03** No grievance will be entertained by either party or an arbitrator unless instituted by the aggrieved party within fifteen (15) working days of its occurrence, unless a grievance arises out of an alleged unjust discharge, in which case it must be instituted within fifteen (15) working days of its occurrence. An occurrence shall be each day an alleged violation continues. (Grievances that pertain to wage/monetary claims must be filed within six (6) months from the date of occurrence.)
- 22.04** The job steward or business agent shall first discuss the grievance with the foreman or superintendent and, if mutually agreed, their decision shall be final. An Employer shall first discuss the grievance with the business agent.
- 22.05** Failing settlement within ten (10) calendar days of a grievance, the particulars thereof, shall be set out in writing by either party and shall be delivered to the other party. They shall confer upon the matter forthwith and if they agree, their decision shall be final.
- 22.06** If the grievance is not settled pursuant to the above paragraphs within ten (10) calendar days or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons composed as follows:
- 22.07** The party desiring arbitration shall appoint a member to the Board notify the other party of its appointment in writing and supply the particulars of the grievance in dispute.
- 22.08** The party receiving the notice shall appoint a member of the Board within five (5) calendar days and notify the other party of the appointment.
- 22.09** The two (2) arbitrators so appointed, shall confer to select a third person to act as chairperson. The chairperson shall be selected within five (5) calendar days of the appointment of the two arbitrators being appointed and will be one of the persons named in this agreement or as may be mutually agreed.
- 22.10** The Arbitration Board shall hear the parties, establish whether the grievance is properly before them, determine if the matter is arbitrable, settle the terms of question to be arbitrated and make its award within five (5) days of appointment of the chairperson, except when the time is extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.
- 22.11** The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their appointees and one-half the expenses of the chairperson.
- 22.12** An arbitrator that shall be mutually agreed upon shall act as chairperson for any arbitration board(s) that may arise throughout the term of the Agreement.

22.13 Alternative Methods of Resolution

Notwithstanding any/all contrary provisions of Article 22, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator), in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance.

22.14 Union Representative

It is understood that in all discussions concerning grievances, a Union representative will accompany the Union member in their meeting and the Union representative may call upon members of the Union in their meetings with Employer's officials.

ARTICLE 23 DISCIPLINARY ACTION

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

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

ARTICLE 24 APPRENTICES

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

24.02 Apprentices shall be paid on a percentage of the base Journeyman rate as follows:

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

24.03 All apprentices employed under the terms of this Agreement shall be members in good standing of the Union.

24.04 The maximum ratio of apprentices to journeymen on the job will be one apprentice to one journeyman, unless otherwise required by government legislation. This ratio may be amended by mutual agreement in the Pre-Job Conference or through some other written agreement.

24.05 All apprentices shall work with the tools of the trade and shall be under the supervision of a journeyman.

- 24.06** The training of apprentices requires that apprentices regularly attend training programs for their occupation as prescribed by Industry and Apprenticeship standards of the apprentice's province or territory of residence. Apprentices who fail to attend training for a period of two (2) years, or have their apprentice contract cancelled, may be subject to immediate termination by the Employer. The Employer will permit each apprentice to attend regular training programs as prescribed by the Industry and Apprenticeship standards of the apprentice's province or territory of residence. It is the intention of the Employer to re-employ apprentices following a period of vocational training if and when work is available.

ARTICLE 25 GENDER CLAUSE

- 25.01** Where the masculine gender is used in this Agreement it will be considered to include all genders.

ARTICLE 26 DURATION

- 26.01** This Agreement will be effective on March 27, 2019 up to and including March 26, 2021 and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.
- 26.02** Until a new agreement has been concluded all provisions in this Collective Agreement will remain in full force and effect.
- 26.03** Before any negotiations have taken place the parties may by mutual agreement accept the provisions of the following.
- 26.04** Should negotiations not be completed prior to the expiration date of this Agreement, all negotiated items will be effective from the date of signing. Until a new agreement has been concluded all provisions in this Collective Agreement will remain in full force and effect.
- 26.05** Before any negotiations have taken place the parties may by mutual agreement accept the provisions of the following:
- Should negotiations fail and the parties have fulfilled all the requirements of **the Nunavut Labour Relations Code** and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.
- 26.06** It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.
- 26.07** The Employer and the Union agree to a wage opener to be concluded no later than March 25, 2020.

SIGNATURES OF PARTIES

Signed the _____ day of _____, 2019.

On behalf of the Employer

DLI Contractors Inc.

Richard Gadoury, Corporate Services VP

On behalf of the Union

**Construction, Maintenance and Allied
Workers Canada**

Chris Wasilenchuk, President

Paul Nedelec, Secretary Treasurer

SCHEDULE A: Wage Rates

WAGE RATES
DLI CONSTRUCTION AGREEMENT - NUNAVUT (INDUSTRIAL)
June 1 2019 to May 31 2020

Journey person	Base Wage	Vac Stat	SUB TOTAL	Boot Allowance	Employer Contributions					
					H&W	Pension	Appr Training	CMAW Member	Admin Fund	Total
		10%		\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	
Analyzer Tech	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Boilermaker	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Bricklayer-Masonry	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Bricklayer-Refractory	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Carpenter	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Cement Finisher	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Cladder	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Decker	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Elevator Constructor	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Gas Fitter	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Insulator	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Ironworker -Reinforcing	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Ironworker -Structural	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Labourer - Entry Level	\$20.80	\$2.08	\$22.88	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$29.96
Labourer - Intermediate	\$23.22	\$2.32	\$25.54	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$32.62
Labourer - Skilled	\$26.96	\$2.70	\$29.66	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$36.74
Lat. Int. System Mech.	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Mechanic	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Mechanic - Heavy Duty	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Millwright	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Operator, Boom Truck	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Operator, Crane 0-49 T	\$41.58	\$4.16	\$45.74	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$52.82

Operator, Crane 50-249 T	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Operator, Crane +250 T	\$42.70	\$4.27	\$46.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$54.05
Operator Equipment -Light	\$33.00	\$3.30	\$36.30	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$43.38
Operator Equipment -Heavy	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Painter	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Pipefitter	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Plasterer	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Plumber	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Refrigeration Mechanic	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Roofer	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Scaffolder	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Sheet Metal Worker	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Sheeter	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Sprinkler Fitter	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Steamfitter	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50
Truck Driver - Basic	\$26.35	\$2.64	\$28.99	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$36.07
Truck Driver - Intermediate	\$36.01	\$3.60	\$39.61	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.69
Truck Driver - Heavy	\$40.20	\$4.02	\$44.22	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.30
Welder	\$40.22	\$4.02	\$44.24	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$51.32
Welder - B Pressure	\$42.20	\$4.22	\$46.42	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$53.50

**** Premiums**

Lead Hand - 105% of Journeyman Base Rate

Foreman - 115% of Journeyman Rate

General Foreman - 125% of Journeyman Rate



WAGE RATES - APPRENTICE
DLI CONSTRUCTION AGREEMENT - NUNAVUT (INDUSTRIAL)
June 1 2019 to May 31 2020

Journeyperson	Percentage	Base Wage	Vac Stat	SUB TOTAL	Boot Allowance	Employer Contributions					
						H&W	Pension	Appr Training	CMAW Member Assis	Admin Fund	Total
			10%		\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	
Apprentice - Boilermaker											
		\$ 42.20									
1st year	70%	\$29.54	\$2.95	\$32.49	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.57
2nd year	80%	\$33.76	\$3.38	\$37.14	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.22
3rd year	90%	\$37.98	\$3.80	\$41.78	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.86
Apprentice - Carpenter/Scaffolder											
		\$ 40.22									
1st year	60%	\$24.13	\$2.41	\$26.55	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$33.63
2nd year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
3rd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
4th year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Cement Finisher											
		\$ 40.22									
1st year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
2nd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
3rd year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Elevator Constructor											
		\$ 42.20									
1st year	60%	\$25.32	\$2.53	\$27.85	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$34.93
2nd year	70%	\$29.54	\$2.95	\$32.49	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.57
3rd year	80%	\$33.76	\$3.38	\$37.14	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.22
4th year	90%	\$37.98	\$3.80	\$41.78	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.86
Apprentice - Gas Fitter 1st Class											
		\$ 42.20									
1st year	70%	\$29.54	\$2.95	\$32.49	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.57
2nd year	80%	\$33.76	\$3.38	\$37.14	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.22
3rd year	90%	\$37.98	\$3.80	\$41.78	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.86

Apprentice - Insulator											
		\$ 40.22									
1st year	60%	\$24.13	\$2.41	\$26.55	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$33.63
2nd year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
3rd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
4th year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Lat. Int. System Mech.											
		\$ 40.22									
1st year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
2nd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
3rd year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Mechanic											
		\$ 40.22									
1st year	60%	\$24.13	\$2.41	\$26.55	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$33.63
2nd year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
3rd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
4th year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Operator, Boom Truck											
		\$ 40.22									
1st year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
2nd year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Operator, Mobile Crane 0-49 T											
		\$ 41.58									
1st year	70%	\$29.11	\$2.91	\$32.02	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.10
2nd year	80%	\$33.26	\$3.33	\$36.59	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$43.67
3rd year	90%	\$37.42	\$3.74	\$41.16	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.24
Apprentice - Operator, Mobile Crane 50-249 T											
		\$ 42.20									
1st year	70%	\$29.54	\$2.95	\$32.49	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.57
2nd year	80%	\$33.76	\$3.38	\$37.14	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.22
3rd year	90%	\$37.98	\$3.80	\$41.78	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.86

Apprentice - Operator, Mobile Crane +250 T											
		\$ 42.70									
1st year	70%	\$29.89	\$2.99	\$32.88	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.96
2nd year	80%	\$34.16	\$3.42	\$37.58	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.66
3rd year	90%	\$38.43	\$3.84	\$42.27	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$49.35
Apprentice - Painter											
		\$ 40.22									
1st year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
2nd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
3rd year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Pipefitter											
		\$ 42.20									
1st year	70%	\$29.54	\$2.95	\$32.49	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.57
2nd year	80%	\$33.76	\$3.38	\$37.14	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.22
3rd year	90%	\$37.98	\$3.80	\$41.78	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.86
Apprentice - Plumber, Steam Fitter, Sprinkler Fitter											
		\$ 42.20									
1st year	60%	\$25.32	\$2.53	\$27.85	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$34.93
2nd year	70%	\$29.54	\$2.95	\$32.49	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.57
3rd year	80%	\$33.76	\$3.38	\$37.14	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.22
4th year	90%	\$37.98	\$3.80	\$41.78	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.86
Apprentice - Refrigeration Mech.											
		\$ 42.20									
1st year	60%	\$25.32	\$2.53	\$27.85	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$34.93
2nd year	70%	\$29.54	\$2.95	\$32.49	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.57
3rd year	80%	\$33.76	\$3.38	\$37.14	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.22
4th year	90%	\$37.98	\$3.80	\$41.78	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.86
Apprentice - Reinforcing Ironworker											
		\$ 40.22									
1st year	60%	\$24.13	\$2.41	\$26.55	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$33.63
2nd year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
3rd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
4th year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90

Apprentice - Structural Ironworker, Heavy Duty Mechanic, Millwright											
		\$ 42.20									
1st year	60%	\$25.32	\$2.53	\$27.85	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$34.93
2nd year	70%	\$29.54	\$2.95	\$32.49	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$39.57
3rd year	80%	\$33.76	\$3.38	\$37.14	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$44.22
4th year	90%	\$37.98	\$3.80	\$41.78	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$48.86
Apprentice - Roofer											
		\$ 40.22									
1st year	60%	\$24.13	\$2.41	\$26.55	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$33.63
2nd year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
3rd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
4th year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Sheet Metal Worker											
		\$ 40.22									
1st year	60%	\$24.13	\$2.41	\$26.55	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$33.63
2nd year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
3rd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
4th year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90
Apprentice - Welder											
		\$ 40.22									
1st year	70%	\$28.15	\$2.82	\$30.97	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$38.05
2nd year	80%	\$32.18	\$3.22	\$35.39	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$42.47
3rd year	90%	\$36.20	\$3.62	\$39.82	\$0.15	\$2.35	\$4.04	\$0.25	\$0.05	\$0.24	\$46.90



SCHEDULE A NOTES

- 1)

<u>Premiums</u>	
Lead Hand	105% (of the appropriate base wage rate)
Foreman	115% (of the appropriate base wage rate)
General Foreman	125% (of the appropriate base wage rate)
Shift Premiums (Article 9.11)	\$4.00/hour
Leadership for Safety Excellence	\$0.50/hour
Crane – Friction, Brake & Clutch System	\$0.50/hour
Chief Steward	\$3.00/hour
Steward	\$2.00/hour
Alloy Welder	\$3.00/hour
First Aid Ticket w/CPR	\$0.50/hour
Construction Safety Officer	\$1.00/hour
Multi-Skilling Bonus	\$1.00/hour
- 2) The wage rates and other provisions set out in Schedule “A” may be amended by mutual agreement between the Employer and the Union (Subject to Articles 2.03 and 2.04).
- 3) The Employer and the Union may agree to reasonable partial subsistence allowances where the employee or DSP elects to commute to his place of residence or supplies his own living accommodation.
- 4) Daily / Initial and Shift Cycle Travel Allowances
To be determined at Pre-Job Conference.
- 5) Layoffs will comply with the Nunavut Government legislation.
- 6) The DSP has to invoice the Employer weekly. The DSP will be paid bi-weekly.

The Employer will hold back 4.27% on the DSP rate for the excess payment of the Canadian Pension Plan, Employment Insurance and WCB. The DSP may request from the Employer a breakdown of the applicable government burdens.
- 7) The Employer and the Union agree to add a Letter of Understanding reflecting parties’ intent to have a Labour-management Committee to mutually define a structured scaffolding training and evaluation program including the CMAW program review and evaluation.

SCHEDULE B: Insulator Tool List

1	Adequate lockable Toolbox c/w Personal lock
1	Adequate Tool Bag
1	Standard and Metric 25'/8m Measuring Tape
1	Set Robertson Screwdrivers (#1 through #2-green and red)
1	Set Phillips Screwdrivers (#2 and #3)
1	Set Flat Blade Standard Screwdrivers (Medium, and Large)
1	Self-Retracting Utility Knife
1	Pruning Saw c/w case
1	Keyhole Saw c/w case
1	Yellow Tinsnips
1	Red Tinsnips
1	Green Tinsnips
1	7" or 8" Nippers
1	Scratch Awl
1	6" Divider
1	8" Divider
1	Banding Tool

SCHEDULE C: Scaffolder Tool List

20 oz.	Framing Hammer
1	Tool Pouch
9"	Torpedo Level
25"	Measuring Tape
10"	Crescent Wrench
1	Wire Cutters
1	Pliers
1	Self Retracting Utility Knife

SCHEDULE D: Rig Welders Tool List

1	1/2 " socket Set 3/8" to 1 1/4"	1	Oxygen Bottle
2	18" Bessy Clamps	2	Pails
1	2-4" Beveller	1	Pencil Grinder
2	24" square	3	Pipe Stands-Roller
2	3/8" to 1 1/4 Open End Wrenches	3	Pipe Stands –V-Top
1	4"-8" Beveller	2	Pipe Wrench 14"
1	6"-8" Vise	2	Pipe Wrench 18"
1	7" Grinder	2	Pipe Wrench 24"
1	Acetylene Bottle	1	Pliers Kit 5 pce
1	Angle Finder/Beveling square	1	Plumb Bob 8oz
1	Box chalk Metal 100 FT	1	Pry Bar 24"
2	Chain Grips	1	Punch Center 1/2"
1	Chipping hammer	1	Punch Set
1	Cutting Goggles	1	Rose Bud
1	Cutting Torch Combination	1	Screwdriver Set 12 pce
6	Dogs	2	Set Key Hex Gorilla 9 pce
1	Drill Reversible 3/8"	2	Small bore Line up clamps
1	Drill Set 29 pc 1800 1/16"-1/2x 64 th	1	Striker
1	Extension Cord 25'	1	Tape 25'
1	Extension Cord 50'	1	Tig Torch C/W Hose + Gauge
1	Fantail Plug	1	Tip cleaner
1	Flange Pin Set	2	Vise Grip C-Clamp reg tip 11'
3	Grinder Disc 5" 10 amp	2	Vise Grip C-Clamp Jaw 10'
1	Grinder Stand	1	Visor Acetate
1	Hack Saw Frame #4012	1	Vital Chain Hoist 1 ton
1	Halfmoon File	1	Vital Lever Chain 3/2 ton
1	Hammer 4lbs	2	Wedges
1	Hammer Ball Pein 32oz	1	Wire Brush
1	Hammer Claw 20 oz	1	Wrap Around
1	Headgear Brimasterhard cap	1	Wrench Adjustable 10"
1	Hex Fold Set 7 Metric	1	Wrench Adjustable 8 "
100 ft.	Hose Oxy-Act	1	Wrench Adjustable 12 "
1	Knife Utility 18mm, Self-retracting	1	20lbs Propane Bottle
1	Level 24"	1	Tiger Torch C/W Hose
1	Level Torpedo	1	Face Shield Head Set
1	Oxy-Act set-up		

SCHEDULE E: Ironworker Tool List

1	Tool belt c/w tool holders
1	Standard and Metric 25'/8m Measuring Tape
2	Bolt Bag
1	Spud wrench ¾" and 7/8" hard bolt
1	Self Retracting Utility Knife
1	Soap Stone Holder

LETTER OF UNDERSTANDING: Multi-skilling Bonus

Between:

DLI CONTRACTORS Inc.

(hereinafter referred to as the 'Employers')

And:

Construction, Maintenance & Allied Workers Canada

(hereinafter referred to as the "Union")

Employees or DSPs who possess a valid Journeyman Certification in two (2) or more trades are eligible for a \$1.00 per hour 'Multi-Skilling Bonus'. This bonus is in addition to any other premiums such as 'Lead Hand, Foreman, etc.' This premium can only be applied once on the Employee's or DSP's wage. The following combination will be used to determine eligibility for this bonus:

- a) Millwright/Electrician
- b) Millwright/Welder
- c) Steamfitter/Welder
- d) Ironworker/Welder
- e) Boilermaker/Steamfitter
- f) Boilermaker/Welder
- g) Crane Operator/Carpenter
- h) Carpenter/Welder

This list is for example purposes and may change by mutual agreement between the Employer and the Union.

Signed the _____ day of _____, 2016.

On behalf of the Employer

DLI CONTRACTORS INC.

Richard Gadoury, Corporate Services VP

On behalf of the Union

Construction, Maintenance
& Allied Workers Canada

Jan Noster, President

Paul Nedelec, Secretary Treasurer

LETTER OF UNDERSTANDING: Camp Moves

Between:

DLI CONTRACTORS Inc.

(hereinafter referred to as the 'Employers')

And:

Construction, Maintenance & Allied Workers Canada

(hereinafter referred to as the "Union")

In the event an employee or DSP is required to change camps, the change will be made on paid time if possible; otherwise, the employee or DSP will be compensated two (2) straight time hours.

Signed the _____ day of _____, 2016.

On behalf of the Employer

DLI CONTRACTORS INC.

Richard Gadoury, Corporate Services VP

On behalf of the Union

Construction, Maintenance
& Allied Workers Canada

Jan Noster, President

Paul Nedelec, Secretary Treasurer

