

**CONSTRUCTION - N.W.T.**

**COLLECTIVE AGREEMENT**

BETWEEN:

LEDCOR INDUSTRIAL LIMITED  
("the Employer")

and

CONSTRUCTION WORKERS UNION (CLAC)  
LOCAL 63  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA  
("the Union")

SOURCE	Comp
EFF.	970101
TERM	2000 0531
NO. OF EMPLOYEES	90
NOMBRE D'EMPLOYES	

**THE EMPLOYER AND THE UNION AGREE TOGETHER AS FOLLOWS:**

1. The Employer and Union entered into a Collective Agreement to operate from January 1, 1997 until May 31, 2000, which the parties intended to be applicable to and believed was applicable to the craft units that the Canada Labour Relations Board deemed appropriate in the Construction Industry for the Northwest Territories.
2. In order to carry out the intention of the parties, the Employer and Union enter into this Collective Agreement which will operate from January 1, 1997 to May 31, 2000.
3. The Employer and Union agree to the "General Terms of Agreement" attached which are incorporated into and a part of this Collective Agreement.
4. The Employer recognizes the Union as the sole bargaining agent of all employees working in the Northwest Territories who are employed as journeymen and apprentice Plumbers,

11907(01)

Pipefitters, Steam Fitters, Welders and Instrumentation Mechanics, in commercial, institutional, industrial, or for oil, gas and chemical facility projects.

5. The Employer and Union agree that the terms of Schedules "A", "B", "C" and "D" (which are also referred to in the General Terms of Agreement) form part of this Collective Agreement.

DATED at the City of Edmonton, in the Province of Alberta, this 12 day of May, 1998.

SIGNED ON BEHALF OF  
LEDCOR INDUSTRIAL  
LIMITED

Per:



Per:

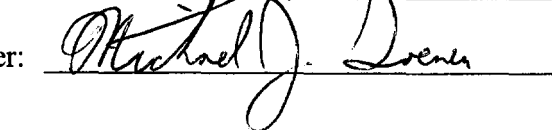


SIGNED ON BEHALF OF  
CONSTRUCTION WORKERS UNION,  
(CLAC), LOCAL 63

Per:



Per:



**CONSTRUCTION - N.W.T.**

**GENERAL TERMS OF AGREEMENT**

**BETWEEN:**

**LEDCOR INDUSTRIAL LIMITED  
("the Employer")**

**and**

**CONSTRUCTION WORKERS UNION (CLAC)  
LOCAL 63  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA  
("the Union")**

**ARTICLE 1 - PURPOSE:**

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

ARTICLE 2 - APPLICATION:

2.01: These terms **apply** to construction carried out in the Northwest Territories.

ARTICLE 3 - MANAGEMENT'S RIGHTS:

**3.01** The Employer's **rights** include but ~~are~~ not limited to the following:

- a) the right: to maintain order, discipline and efficiency; ~~to~~ make, alter and ~~enforce~~ rules and regulations, policies and ~~practices~~, to be adhered to by its employees; to discipline and discharge employees for just cause.
- b) the right: ~~to~~ select, hire and direct the ~~working~~ force and employees; to transfer, ~~assign~~, promote, demote, classify, layoff, ~~recall~~ and suspend employees; to ~~select~~ and ~~retain~~ employees for positions excluded ~~from~~ the bargaining unit.
- c) the right: ~~to~~ operate and manage the Employer's business in order to **satisfy** its commitments and ~~responsibilities~~. The right ~~to~~ determine the kind and location of business ~~to~~ be done by the Employer, the direction of the ~~working~~ forces, the scheduling of work, **the number of shifts**, the methods, ~~processes~~ and means by which work is ~~to be performed~~, job ~~content~~, quality and quantity standards, **the right to use** improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer ~~at any time~~ and generally, **the right to manage the business of the Employer**, and ~~to~~ plan, direct and control the operations of the Employer, without interference.

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

**3.03** ~~The~~ Employer may ~~contract~~ out ~~work~~ where:

- a) he does not ~~possess~~ the necessary facilities or equipment;
- b) he does not have and/or ~~cannot acquire~~ the required manpower;
- c) he cannot perform the work in a manner that ~~is~~ competitive in terms of ~~cost~~, quality and within required time limits.

#### **ARTICLE 4 - UNION REPRESENTATION**

**4.01** 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 employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. In ~~general~~, the number of stewards will not exceed ~~two~~ (2) per project unless the project employs ~~fifty~~ (50) or more bargaining unit employees. In such ~~cases~~ the ~~Union~~ may increase the number of stewards to four ~~(4)~~ per project, Stewards will receive ~~fifty~~ cents (\$0.50) per hour in addition to their regular hourly rate. The Union ~~will~~ advise the Employer, in ~~writing~~, of ~~the~~ names of ~~the~~ Stewards.
- b) Duly appointed Representatives of the Christian ~~Labour~~ Association of Canada are representatives of the employees, ~~in all~~ matters ~~pertaining~~ to this Agreement particularly for the purpose of processing grievances, negotiating amendments to and renewals of ~~this~~ Agreement and enforcing the employees' collective bargaining rights ~~as well as~~ any other rights under this Agreement and under the law. ~~Union~~ Stewards will not act in ~~this~~ capacity. The ~~Union~~ will advise the Employer, in ~~writing~~, of the names of its duly appointed Representatives.

**4.02** The ~~Union~~ acknowledges that Stewards have regular duties to ~~perform as~~ employees of the Employer and that such employees will not leave their regular duties for ~~the~~ purpose of conducting business ~~in connection with~~ the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such ~~permission will not be~~ unreasonably withheld.

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

**4.03** Representatives of ~~the~~ Union will have access to visit job sites or fabricating shops during normal working hours subject to the following:

- a) The ~~Union~~ Representative will identify ~~himself~~ to the job Supervisor upon arriving at a job site;

b) .. In **no** case will such representative interfere with the progress of work.

- 4.04 The **Union** has the right to appoint a Negotiating Committee. Employees to a **maximum** of **two (2)** on the **committee** will be paid by the Employer to a maximum of thirty-two (**32**) hours per Contract Agreement at their **regular** hourly rates for **all time** spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of **the** employees concerned.
- 4.05 **Union** stewards will be laid **off** or **reduced** in number in accordance with the completion of the various phases of each project,
- 4.06 The Employer may meet periodically with **his** employees for the purpose of discussing any **matters** of mutual interest or **concern** to the Employer, the Union, and the employees. A CLAC representative may attend such meetings.
- 4.07 There will be **no Union** activity **during** working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

#### **ARTICLE 5 - STRIKES OR LOCKOUTS**

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

#### **ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 6.01 The **Union** and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer **has** the right to hire new employees **as** needed and will give preference to Union members for employment, provided such applicants **are** qualified to meet the requirement **of** the **job**.

If the **Union** is not **able to supply the number of qualified employees required** by the Employer, the Employer will **be** able to hire from outside the **Union** membership, provided, however, that such employee **must** nevertheless obtain a **Union** dispatch slip **and** provide it to the Employer before commencing work. The Union agrees to promptly process dispatch slip requests and they will not be unreasonably withheld.

**Prior** to the start of each project, **a pre-job conference will** be held to determine **all** site-specific issues **as outlined** in the Agreement.

The Employer **will** notify the union that a project **has** been awarded to the Employer **immediately** following the award.

- 6.02** Neither the Employer nor the Union will compel employees to **join** the Union. Subject to Article 6.01, the Employer will not discriminate against any employee because of Union membership or lack of **it, and** will **inform all** new employees of the contractual relationship between the Employer and the Union. Before commencing work, or **as soon as** reasonably possible after commencing work, new employees shall **be** referred by the Employer to **a CLAC** steward or Representative in order to describe the Union's purposes and representation policies to **such** new employees.
- 6.03** The Union agrees that it will make membership **in** the Union available to **all** employees covered by this Agreement on the same **terms** and conditions **as** are applicable to other members of the Union.
- 6.04** It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.
- 6.05** New employees will **be** hired on a two month 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 **will** not be the subject of a grievance or arbitration.
- 6.06** Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the employer will not **serve** a new probationary period.
- 6.07** Prior to the start of **all** projects the parties will meet in a **pre-job** conference to determine **all** site-specific issues **as** outlined **in** the Agreement.

## **ARTICLE 7 - DUES CHECK-OFF**

- 7.01** The Employer agrees to **check-off** from each employee the amount equal to the Union dues, **once** monthly, and where applicable **an** amount equal to Union dues arrears or Union initiation fees. The total amount checked off will be turned over to the Union Treasurer each **month**, by the 20th of the month following **the check-off, together with an** itemized **list** of the employees for whom the deductions are made and the amount checked **off** for each. The Union and the employees agree that the Employer will be saved harmless for **all** deductions and payments **so** made.

- 7.02 **Employees** who **because** of religious or conscientious objections, cannot support the CLAC may apply to the **Union**, in writing, for **permission** to redirect their dues to a charitable organization of **their choice**. The **Union** will treat **such** requests **in accordance** with its **stated policy** and such **permission** will not be unreasonably withheld.
- 7.03 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.
- 7.04 The Employer will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes and **terminations**. The name, address, date of hire, **and** classification of new employees will be provided to the Union once monthly. A list of employees, ranked according to classification and showing the employee's rate of pay, will be forwarded **to** the **Union** **twice** yearly.

#### **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". It is understood and agreed that the employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement if there is a possible dispute.
- 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.

#### **8.03 Show Up Time**

**An** employee who comes to work without having been **notified** that there **is** no work available, and who is **sent** home because of lack of work, will receive a **minimum** of two **(2) hours** pay at his prevailing hourly rate. The employee will also receive **his** full accommodation allowance if and when applicable.

#### **8.04 Starting Work**

**An** employee 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 except when the **work** is **suspended because** of inclement weather **or other reasons** completely beyond the control of the Employer in which **case** the **minimum** will be **two (2) hours**. **The** employee will also receive his full accommodation allowance if and when applicable.

- 8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of ~~their usual specified classification~~ provided the employee is qualified to do the required work.
- 8.06 Employees given the option to work in another classification for which they are qualified instead of ~~being laid off~~ will be paid the rate for the new classification.
- 8.07 If the Employer bids on jobs which specify a specific rate schedule the parties agree to meet to determine the rate to be paid for the particular project.

#### **ARTICLE 9 - HOURS OF WORK & OVERTIME**

- 9.01 The normal work week will be ~~as~~ outlined in Schedules "A", "B" and "C" for the various different types of construction work.
- 9.02 The overtime rates to be paid are ~~as~~ outlined in Schedules "A", "B" and "C" for the various different ~~types~~ of construction work.
- 9.03 When a statutory holiday ~~occurs during~~ the employees regular work week, employees ~~will~~ receive overtime pay as outlined in Schedules "A", "B", & "C" for the ~~various~~ different ~~types of~~ construction work.
- 9.04 When a scheduled break ~~occurs~~ it will include a Sunday.
- 9.05 The Employer ~~will~~ attempt to distribute overtime work ~~as~~ evenly ~~as~~ possible among employees ~~who~~ normally ~~perform~~ the work and who indicate they wish to work overtime.
- 9.06 ~~Hours~~ of work and overtime ~~as~~ set out in this article may be modified by mutual agreement between the Employer and the Union for selected contract projects.
- 9.07 It is agreed that the provisions of ~~this~~ Article are for the purpose of computing overtime and ~~will~~ not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 8.03 and 8.04.
- 9.08 a) There will be two (2) coffee breaks of ten (10) minutes duration on each shift, one in the first half of the ~~shift~~ and one in the second half of the ~~shift~~. Employees will be given a meal period of one half (1/2) hour per ~~shift~~ but such period will not be considered as time worked. Employees will be entitled to an additional coffee break for every four (4) hours overtime worked in a given day.

- 9.09 Provided the employee notifies the Employer at the time of hire the Employer **agrees** to respect **an** employee's wishes with regards to not working **certain** days of the week or **certain hours** of the day **because** of religious convictions.
- 9.10 Sunday will be deemed the first day of the week.

#### **ARTICLE 10 - LAY-OFFS**

- 10.01 The Employer will give the **Union** one (1) week's notice of layoff, when possible.
- 10.02 The Employer will not be **required** to give one (1) week's **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 laid **off** within the pay period of the date during which the layoff occurred, together with the employee's **classification** and latest available phone number.

#### **ARTICLE 11 - VACATION & VACATION PAY**

- 11.01 AU employees will be entitled to receive an amount equal to **six** (6%) percent of their regular **earnings** in vacation pay.
- 11.02 Vacation Pay and statutory holiday pay **will** be paid to employees **on** each paycheque and on termination and/or **upon** request of the employee.
- 11.03 The Employer **will** consider vacations at the **times** requested considering business requirements.

#### **ARTICLE 12 - HOLIDAYS & HOLIDAY PAY**

- 12.01 Employees **will be** entitled to receive **an** amount **equal** to four **(4%)** percent of their regular earnings in lieu of the following holidays:
- New **Year's** Day, Family Day, **Good** Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and **Boxing** Day.
- 12.02 Employees required to work **on** one of the above holidays **will** receive overtime pay for **all** hours worked in addition to the holiday pay outlined in Article 12.01.

### **ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION**

- 13.01 (a) It is ~~recognized~~ by the Employer and the Union that the purpose of transportation, travel and accommodation ~~allowances~~ as established ~~in this~~ article is to provide a fair means of ~~compensating~~ employees for additional travel and accommodation expenses they ~~incur~~ while working on projects beyond a reasonable distance from their residence.
- (b) ~~For~~ the ~~purposes~~ of this Agreement, the Employer's base of operations is defined as the job ~~site~~.
- (c) There will be a ~~free~~ zone established for the Employer's ~~base~~ of operation at **60 km** radius.

#### **13.02 Travel Allowance**

Employees assigned to work on a project outside the Employer's base free zone as described in Article 13.01 and who reside outside the job site free zone established in Article 13.01 will be paid a travel and/or accommodation allowance according to the following:

- a) Travel allowance ~~will~~ be paid for ~~all~~ projects not accessible by public transportation and ~~all~~ projects to which ~~an~~ employee is sent at the request of the Employer.
- b) When travel allowance is applicable the employee ~~will be~~ paid ~~from~~ the Employer's shop or ~~from~~ the employees home whichever ~~is~~ closer to the job site.
- c) Travel allowance ~~will~~ be paid only for the ~~beginning~~ and end of a project and again if the employees ~~are~~ laid ~~off~~ and recalled to the ~~same~~ project, Employees who quit the job ~~within~~ twenty-one **(21)** days will not be entitled ~~to~~ travel allowance.
- d) Travel allowances will not be used in computing overtime.
- e) The ~~amount~~ of travel allowance ~~will~~ be subject to negotiation and agreement between the Employer and The Union, ~~with~~ the ~~cost~~ of public ~~transportation~~ and ~~duration~~ of travel as guidelines.

### 13.03 Travel Time

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

### 13.04 Transfers

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

### 13.05 Daily Travel

**Daily** travel allowance will be paid subject to the following conditions:

- a) When an employee **is** required to travel daily to a project that is greater **than** 60 km radius from his permanent or temporary residence when receiving accommodation allowance.
- b) Where the Employer does not provide transportation.
- c) The daily travel allowance will be subject to agreement between the Employer and the Union for each project at the **pre-job** agreement outlined in Article 6.07.

### 13.06 Accommodation Allowance

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their **normal** place of residence overnight, the Employer agrees to pay daily accommodation allowance (**as** set out in Schedules "A", "B", & "C") or alternately the **Employer**, at his discretion **will** provide at the Employer's expense, accommodation for the employees. Accommodation allowance per day may be changed subject to agreement by the Employer and **Union**, **based** on area and seasonal **cost**, with room costs based on **two (2)** employees per room.

Allowance **will** not be paid for any day on which **an** employee **does** not **work** of his own accord for reason other **than** job related accident.

b) Accommodation allowance, in accordance ~~with~~ Schedules "A", "B" and "C", will be paid subject to the following conditions:

- i) Accommodation allowance ~~begins~~ when an employee ~~reports~~ for his first scheduled shift;
- ii) Accommodation allowance will be paid for ~~all~~ work days and ~~all~~ show up days outlined in Article 8.03.
- iii) ~~On~~ projects for ~~which~~ a sleeping camp is supplied for employees' use, those employees ~~making use~~ of the camp ~~will~~ receive reasonable ~~partial accommodation~~ allowance to be determined between the Employer and the Union.

13.07 For selected projects with ~~peculiar~~ geographic ~~Circumstances~~, the Employer may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies ~~will~~ be established for the duration of the project and will require the ~~mutual~~ agreement of the Employer and the Union.

13.08 Turnarounds

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

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

14.01 The parties to this Agreement pledge to work towards the greatest possible degree of ~~consultation~~ and cooperation believing that the following concepts provide a ~~fundamental~~ framework for improved labour/management relations:

- a) the industrial enterprise is ~~an~~ economically characterized work community of capital-investors ~~and~~ workers under the leadership of ~~a~~ management;
- b) the ~~economic~~ character springs ~~from a~~ continuous ~~striving~~ towards efficient ~~use~~ of ~~scarce~~ resources, energy and environment, and ~~in~~ the adequate development of research, production and marketing;
- c) ~~the enterprise requires~~ authority relationships under a ~~strong central~~ leadership or management;

- d) a strong management **does** not discourage cooperation but stimulates it, **recognizing** that while leadership without labour *can* do nothing, **labour** without management cannot survive.
- 14.02 a) In order to further the **aims** of the enterprise, the parties agree to schedule Union-Management meetings **once** every three (3) months or **as required** during the **life** of **this** Agreement. The meeting **will** serve **as** a forum for discussion and **consultation** about policies and practices 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.
- b) The Employer and the Union **will** each appoint representatives to the Union-Management **Committee**. The minutes will record the business of each meeting, a copy of which will be mailed to the **Union's** provincial **office**.
- 14.03 A committee member, attending the Union-Management meetings during regular working hours, will be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of **ten** dollars (\$10.00) to a committee member for each meeting attended.
- 14.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or **concern** to the **Employer**, the Union and the employees.
- 14.05 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 a) The Employer agrees to make practicable **provisions** for the safety and health of its employees **on its job sites and shop** during the hours of their employment.
- b) the **Union** undertakes to give full support to these objectives by **promoting** a safety consciousness and a **personal** sense of responsibility amongst 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.

**15.02** The Union-Management Committee outlined in Article 14 will also serve as a Health and Safety Committee. The Committee will meet at a time mutually agreeable to the parties. The meeting will be 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. The Employer will maintain a record of the meetings and the matters discussed.

The Health and Safety Committee will make inspections of all job sites at its discretion.

**15.03** An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of his/her shift.

**15.04** An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.

**15.05** Following a serious accident or an incident which could have resulted in a serious accident the Union-Management Committee will convene as soon as possible to investigate and report to the Union and the Employer.

**15.06** Light Duty Work Programs

If an employee is injured on the job and requires medical attention the employee is entitled to Light Duty Work and he will inform the attending Physician of the same,

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

**15.07** Safety Award

If at the completion of the project no lost time accident involving the Employer's workforce has occurred on the project all employees will receive a twenty-five cents (\$0.25) per hour Safety Award for all hours worked on the project payable thirty (30) days following the completion of the project.

Employees who are terminated or who quit prior to the completion of the project are not eligible to receive safety award payments.

## **ARTICLE 16 - HEALTH AND WELFARE PLAN**

- 16.01 In order to ~~protect~~ the employees and their families from the financial hazard of illness, the Employer agrees to pay ninety-five ~~cents~~ (\$0.95) per hour for all hours worked for each employee towards the ~~Union~~ Insurance Plan.

It is understood and agreed that it ~~is~~ the ~~responsibility~~ of each employee to be familiar with the ~~specific~~ details of coverage, (outlined in Schedule "D") and eligibility requirements of all benefit plans, and that neither the ~~Union~~ nor the Employer, ~~has~~ any ~~responsibility~~ for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

## **ARTICLE 17 - PENSION PLAN**

- 17.01 The Employer agrees to contribute seventy-five (\$0.75) ~~cents~~ for each hour worked ~~toward~~ each employees participation in the Union Health and Welfare Plan. ~~Upon~~ completion of ~~six~~ (6) ~~months~~ of contributions received by the Plan the employee will receive the entire sum contributed by the Employer in the form of a ~~personal~~ R.R.S.P. Plan. Thereafter all future contributions ~~will~~ be deposited in the same manner and will remain the property of the employee subject only to the rules governing R.R.S.P. and Health and Welfare Plans.
- 17.02 The decision of where to deposit the funds in a personal R.R.S.P. ~~will~~ be made by the employees and the ~~Union~~ and will be the same ~~for~~ all employees of the Employer.
- 17.03 The Employer's contributions to the pension plan will be non-refundable, and ~~will~~ be vested in the employee on ~~whose~~ behalf the contribution ~~was~~ made, in accordance with the terms of the Plan.
- 17.04 Withdrawal of funds and payouts from the plan will be subject to law and the terms of the Plan.
- 17.05 Employees on whose behalf contributions are made to the Plan ~~will~~ receive an annual statement from the Plan, mailed to their last address on record with the plan administrator, showing their accumulated benefits to date and the amounts contributed during the year covered by the statement.

## **ARTICLE 18 - EDUCATION AND TRAINING FUNDS**

- 18.01 The Employer agrees to contribute three ~~cents~~ (\$0.03) per hour to the ~~Union~~ Education and Training Fund for all hours worked by all employees.

18.02 The Employer agrees to **contribute** seven cents( \$0.07) per hour to the **Union's** Leduc Industries and Associates **Inc.** Training Fund for all hours worked by **all** employees. The **use** of this fund will be determined by a joint committee established by the parties. The Employer and **Union** will each appoint two **(2) persons** to the committee. **All** contributions to the Leduc industries & Associates Inc. Training Fund will be remitted to the Union's Edmonton **Office**.

#### **ARTICLE 19 - TOOLS**

- 19.01 **All** tradesmen will supply their own tools common to their trade. **Specialty** tools **will** be provided by the Employer.
- 19.02 The employees will be held responsible for **all** tools issued to them by the Employer. The Employer will supply adequate security for **all** tool storage **on** the site.
- 19.03 A tool **list** will be established **by** mutual agreement between the employer and the union for each trade.

#### **ARTICLE 20 - PROTECTIVE EQUIPMENT**

- 20.01 AU employees will wear safety hats to be made available by the Employer. The employee will pay for all safety hats through payroll deduction.
- 20.02 **All** employees will wear gloves and safety shoes where required, furnished by the employee.
- 20.03 The Employer will furnish employees with safety equipment (including safety glasses) 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 will be held responsible for loss or improper maintenance of Employer furnished **items**.

#### **ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

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

- 21.02 The above will be for a **time** mutually agreed upon between the Employer and the employee.
- 21.03 a) **An** employee will **be** granted one 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 **spouse** or child.
- 21.04 Employees **who** fail to report for work **as** scheduled without **giving** a justifiable reason will be deemed to have voluntarily quit.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

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

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

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

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

- 22.03 All the **time** limits referred to in the grievance procedure herein contained **will be** deemed to mean "work days".
- 22.04 The Employer or the Union **will** not be required **to** consider or process any grievance which **arose** out of **any** action or condition more than five **(5)** work days after the subject of such grievance occurred. If the **action** or condition **is** of a continuing or **recurring** nature, this **limitation** period will not begin to **run** until the action or condition **has** ceased. The **limitation** period **will** not apply to differences **arising** between the parties hereto relating to the interpretation, application or administration **of** this Agreement. If the Employer does consider or process a grievance which **has** been presented late, the Employer will not be stopped or precluded at any stage **from taking** the position that the grievance is late and not arbitrable.

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

**Step 1**

Subject ~~to~~ the ~~conditions~~ of Article 6.05, if a grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to ~~writing~~ and will ~~be presented~~ to the designated Employer representative ~~by~~ a Steward or a CLAC representative. The designated Employer representative will ~~notify~~ the Union representative of his decision in writing not later than five (5) work days following the day ~~upon~~ which the grievance was submitted.

The grievance referred to above will identify:

- a) the facts giving ~~rise~~ to the grievance;
- b) the ~~section~~ or ~~sections~~ of the Agreement claimed violated;
- c) the relief requested;

and ~~will~~ be signed by the employee or employees involved.

**Step 2**

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

**Step 3**

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Steward or CLAC Representative but not thereafter.

22.06 Union Policy Grievance or Employer Grievance

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

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

If the Employer is not advised of the Union's intention to **proceed** to arbitration within five (5) work days, the Employer will not be liable for any damages during the foregoing fifteen (15) work day **period**.

The provisions of this paragraph 22.06 will not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 22.04 and 22.05 hereof **will** not thereby be bypassed.

**ARTICLE 23 - ARBITRATION**

23.01 If a notice of desire to arbitrate **is served**, the two parties will each nominate an arbitrator within seven days of **service** and notify the other party of the name and address of its nominee. The two arbitrators **so** appointed will attempt to select, by agreement, a **Chairman**. If they are unable to agree **upon** a Chairman within seven days of their appointment, either party may request the **Minister** of Labour to appoint an impartial **Chairman**.

23.02 No **person** may be appointed as Chairman who has been involved in an attempt to negotiate or **settle** the grievance.

23.03 The decision of a majority **is** the decision of the Arbitration **Board**, but if there is no majority the decision of the Chairman of the Arbitration Board governs.

23.04 Notices of desire to arbitrate and of nominations of an arbitrator will be **served** personally or by registered **mail**. If **served** by registered mail, the date of mailing will be deemed to be the date of service.

- 23.05 if a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the grievance and his decision will be final and binding upon both parties.
- 23.06 It is agreed that the Arbitration Board will have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 23.08 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which, in its opinion, is just and equitable. This cause will not apply to the discharge of a probationary employee.
- 23.09 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.
- 23.10 The Board of Arbitration will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof.

#### **ARTICLE 24 - DISCHARGE, SUSPENSION AND WARNING**

- 24.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an employee to abide by Safety Regulations; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices. Such suspension or discharge is subject to the Grievance procedure.
- 24.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be noted by the foreman/supervisor. The foreman/supervisor will inform the Union Steward of the warning within twenty-four (24) hours.

## **ARTICLE 25 - DURATION**

- 25.01 This agreement **will** be effective **on** the first day of **January**, nineteen hundred and ninety-seven (1997) **and** will remain in effect **until** the **thirty-first** day of May, two **thousand** (2000) and for **further periods** of one (1) year unless **notice will** be given by **either party of** &%-desire **to delete, change, or amend** any of the provisions contained herein, within the **period from** one hundred twenty (120) **to** sixty (60) days prior to **the** renewal date. **Should** neither of the parties give such **notice, this Agreement will** renew for a **period** of one (1) **year**.
- 25.02 Should negotiations not be **completed** prior to the expiration **date** of **this** Agreement all negotiated items **will be** retroactive **from** the date of signing to the expiration date of the **expired** agreement.
- 25.03 Until a new agreement **has** been concluded **all provisions** in this Collective Agreement **will remain** in **full** force **and** effect.

## **SCHEDULE "A"**

### **FOR OIL, GAS AND CHEMICAL FACILITY PROJECTS**

#### **CLASSIFICATIONS AND HOURLY WAGES AS OF JANUARY 1, 1997**

<b>Rates:</b>	<b>Wage Rate</b>	<b>Vac/ Stat</b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b>Safety Bonus</b>	<b>Train. Fund</b>	<b>Total</b>
Plumber	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Steamfitter	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Instrumentation Mechanic	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Welder (High Pressure)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Welder (Utility)	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Welder w/Rig (High Pressure)	46.70	--.--	0.95	0.75	0.25	0.10	48.75
Welder w/Rig (Utility)	38.50	--.--	0.95	0.75	0.25	0.10	40.55

**SCHEDULE "A"**  
**FOR OIL, GAS AND CHEMICAL FACILITY PROJECTS**

CLASSIFICATIONS AND HOURLY WAGES  
AS OF JANUARY 1, 1998

<b>Rates:</b>	<b>Wage Rate</b>	<b>Vac/ Stat</b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b>Safety Bonus</b>	<b>Train. Fund</b>	<b>Total</b>
Plumber	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Steamfitter	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Instrumentation Mechanic	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Welder (High Pressure)	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Welder (Utility)	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Welder w/Rig (High Pressure)	47.20	-- --	0.95	0.75	0.25	0.10	49.25
Welder w/Rig (Utility)	39.00	-- --	0.95	0.75	0.25	0.10	41.05

**SCHEDULE "A"**  
**FOR OIL, GAS AND CHEMICAL FACILITY PROJECTS**

CLASSIFICATIONS AND HOURLY WAGES  
AS OF JANUARY 1, 1999

<b>Rates:</b>	<b>Wage Rate</b>	<b>Vac/ Stat</b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b>Safety Bonus</b>	<b>Train. Fund</b>	<b>Total</b>
Plumber	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Steamfitter	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Instrumentation Mechanic	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Welder (High Pressure)	20.50	2.05	0.95	0.75	0.25	0.10	24.60
Welder (Utility)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Welder w/Rig (High Pressure)	47.70	--.--	0.95	0.75	0.25	0.10	49.75
Welder w/Rig (Utility)	39.50	--.--	0.95	0.75	0.25	0.10	41.55

## Schedule "A"

Leadhand Premium                      **\$1.25/hr**  
(over Journeyman Classification Rate)

Foreman Premium                      **\$1.50/hr**  
(over Journeyman Classification Rate)

Apprentices **will** be paid in accordance with the Apprenticeship and Training Act, 1992.

Accommodation • Daily                      \$50.00 per day unless otherwise **agreed** by the parties  
subject to Article 13

The provisions outlined in Articles 9, 11 and 12 do not apply to employees paid the "Welder with Rig" rate. The rate **specified** includes overtime, vacation and statutory holiday pay.

It is understood and agreed that the wage rates and other provisions set out in **SCHEDULE "A"** may be amended by mutual agreement **between** the Employer and the **Union** for **specific** projects in order to enable the Employer to compete **with non-union** competitors and/or with specific **union** project agreement rates.

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

### Hours of Work

The **normal** work week will consist of forty-four **(44)** hours per week.

### Overtime

Employees **will** be paid overtime at the rate of one and one-half **(1.5)** times the employee's straight time hourly rate **of** pay for all **hours** worked in excess of eight **(8)** hours per day and forty-four **(44)** hours per week.

## **SCHEDULE "B"**

### **FOR COMMERCIAL/INSTITUTIONAL CONSTRUCTION**

CLASSIFICATIONS AND HOURLY WAGES  
AS OF JANUARY 1, 1997

<b>Rates:</b>	<b><u>Wage Rate</u></b>	<b><u>Vac/ Stat</u></b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b><u>Safety Bonus</u></b>	<b><u>Train. Fund</u></b>	<b><u>Total</u></b>
Plumber	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Steamfitter	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Welder (High Pressure)	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Welder (Utility)	19.00	1.90	0.95	0.75	0.25	0.10	22.95

**SCHEDULE "B"**  
**FOR COMMERCIAL/INSTITUTIONAL CONSTRUCTION**

CLASSIFICATIONS AND HOURLY WAGES  
AS OF JANUARY 1, 1998

<b>Rates:</b>	<b>Wage Rate</b>	<b>Vac/ Stat</b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b><u>Safety Bonus</u></b>	<b><u>Train. Fund</u></b>	<b><u>Total</u></b>
Plumber	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Steamfitter	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Welder (High Pressure)	20.50	2.05	0.95	0.75	0.25	0.10	24.60
Welder (Utility)	19.50	1.95	0.95	0.75	0.25	0.10	23.50

## SCHEDULE "B"

### FOR COMMERCIAL/INSTITUTIONAL CONSTRUCTION

#### CLASSIFICATIONS AND HOURLY WAGES AS OF JANUARY 1, 1999

<b>Rates:</b>	<b><u>Wage Rate</u></b>	<b><u>Vac/ Stat</u></b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b><u>Safety Bonus</u></b>	<b><u>Train. Fund</u></b>	<b><u>Total</u></b>
Plumber	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Steamfitter	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Welder (High Pressure)	21.00	2.10	0.95	0.75	0.25	0.10	25.15
Welder (Utility)	20.00	2.00	0.95	0.75	0.25	0.10	24.05

## Schedule "B"

Leadhand Premium                      \$1.00/hr  
(over Journeyman Classification Rate)

Foreman Premium                      \$1.50/hr  
(over Journeyman Classification Rate)

Shift Differentials      • Night shift premium - \$0.50 per hour  
(shifts between 17:00 hours and 08:00 hours)

Apprentices ~~will be paid in~~ accordance ~~with~~ the Apprenticeship and Training Act, 1992. At no time, however, will the rate of ~~an~~ apprentice be lower than that of a "Labourer (Construction)".

Accommodation • Daily                      \$50.00 per day unless otherwise agreed by the parties  
subject to Article 13.

It ~~is~~ understood and agreed that the wage rates and other provisions set out in **SCHEDULE "B"** may be amended by ~~mutual~~ agreement between the Employer and the Union for ~~specific~~ projects ~~in~~ order to enable the Employer to compete ~~with~~ non-union competitors and/or specific ~~union~~ project agreement rates.

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

### Hours of Work

The regular work week will consist of ~~forty~~ (40) hours per week, ~~consisting of five (5)~~ eight (8) hour days, Monday through Friday inclusive. (For specific projects the hours of work may be amended to forty-four (~~44~~) hours per week by agreement between the Employer ~~and the Union.~~)

### Overtime

Employees ~~will be~~ paid overtime at the rate of one and one-half (1.5) ~~times~~ the employee's straight time hourly rate of pay for ~~all hours~~ worked in ~~excess~~ of eight (8) hours per day and forty (40) hours per week, subject to the above.

When a statutory holiday ~~occurs~~ during the week, overtime will be paid for ~~all hours in excess of thirty-two (32) hours.~~

When a statutory holiday ~~falls on~~ a regular day ~~off~~, employees ~~will~~ be given a day ~~off~~ in lieu thereof, consecutive with their scheduled days ~~off~~, subject to scheduling requirements.

Schedule "B"

- 9.08 b) There will be **two (2)** coffee breaks of **fifteen (15)** minutes duration on each **shift**, one in the **first** half of the **shift** and one in the second half of the **shift**. Employees **will** be given a meal **period** of one half (**1/2**) hour per shift but such **period** will not be considered **as** time worked. Employees will be entitled to an additional coffee break for every four (**4**) hours overtime **worked** in a given day.
- 21.03 b) **An** employee **will be granted** 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 **spouse** or child. The employee **will be** granted a one (1) day leave **of** absence with pay to make arrangements for, and to attend the funeral of the employee's **parents** or **siblings**.

Additional time **off**, without pay, **will be granted** if requested by the employee.

## **SCHEDULE "C"**

### **FOR INDUSTRIAL CONSTRUCTION**

#### **CLASSIFICATIONS AND HOURLY WAGES AS OF JANUARY 1, 1997**

<b>Rates:</b>	<b><u>Wage Rate</u></b>	<b><u>Vac/ Stat</u></b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b><u>Safety Bonus</u></b>	<b><u>Train. Fund</u></b>	<b><u>Total</u></b>
Instrumentation Mechanic	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Welder ("B" Pressure)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Welder (Journeyman)	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Welder w/Rig ("B" Pressure)	42.50	-- --	0.95	0.75	0.25	0.10	44.55
Welder w/Rig (Utility)	34.50	-- --	0.95	0.75	0.25	0.10	36.55
Plumber/Pipefitter	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Steamfitter/Pipefitter	19.50	1.95	0.95	0.75	0.25	0.10	23.50

## **SCHEDULE "C"**

### **FOR INDUSTRIAL CONSTRUCTION**

#### **CLASSIFICATIONS AND HOURLY WAGES AS OF JANUARY 1, 1998**

<b>Rates:</b>	<b><u>Wage Rate</u></b>	<b><u>Vac/ Stat</u></b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b><u>Safety Bonus</u></b>	<b><u>Train. Fund</u></b>	<b><u>Total</u></b>
Instrumentation Mechanic	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Welder ("B" Pressure)	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Welder (Journeyman)	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Welder w/Rig ("B" Pressure)	43.00	-- --	0.95	0.75	0.25	0.10	45.05
Welder w/Rig (Utility)	35.00	-- --	0.95	0.75	0.25	0.10	37.05
Plumber/Pipefitter	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Steamfitter/Pipefitter	20.00	2.00	0.95	0.75	0.25	0.10	24.05

## **SCHEDULE "C"**

### **FOR INDUSTRIAL CONSTRUCTION**

#### **CLASSIFICATIONS AND HOURLY WAGES AS OF JANUARY 1, 1999**

<b>Rates:</b>	<b>Wage Rate</b>	<b>Vac/ Stat</b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b>Safety Bonus</b>	<b>Train. Fund</b>	<b>Total</b>
Instrumentation Mechanic	20.50	2.05	0.95	0.75	0.25	0.10	24.60
Welder ("B" Pressure)	20.50	2.05	0.95	0.75	0.25	0.10	24.60
Welder (Journeyman)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Welder w/Rig ("B" Pressure)	43.50	--.--	0.95	0.75	0.25	0.10	45.55
Welder w/Rig (Utility)	35.50	--.--	0.95	0.75	0.25	0.10	37.55
Plumber/Pipefitter	20.50	2.05	0.95	0.75	0.25	0.10	24.60
Steamfitter/Pipefitter	20.50	2.05	0.95	0.75	0.25	0.10	24.60

Schedule "C"

**Leadhand Premium** **\$1.00/hr**  
(over Journeyman ~~Classification Rate~~)

**Foreman Premium** **\$2.00/hr**  
(over Journeyman ~~Classification Rate~~)

Apprentices **will be** paid in accordance ~~with~~ the Apprenticeship and Training **Act**, 1992.

**Accommodation - Daily** **\$50.00** per day ~~unless otherwise agreed~~ by the parties  
subject to Article 13.

It is understood and ~~agreed that~~ the wage rates and other provisions set out may be amended by mutual agreement ~~between~~ the Employer and the **Union** for specific projects in order ~~to~~ enable the Employer to compete with ~~non-union~~ competitors ~~and/or~~ with **specific union** project agreement ~~rates~~.

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

**Hours of Work**

The **normal** work week **will** consist of forty (40) hours per week.

*Overtime*

Employees **will** be paid overtime at the rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for **all** hours worked in excess of (8) hours daily and forty (40) **hours** weekly. Overtime **will** be paid when an employee is **required** to work **on** any regularly **scheduled** day off and/or after the employee has worked the requisite forty (40) hours of work.

**On** jobs of twenty one (21) days in or more, overtime **will** be paid for **all hours** worked **on** Saturdays and Sundays and for **all hours** over eight (8) hours per day and over ~~forty~~ (40) hours per week

When a **statutory** holiday occurs during the week, overtime will be paid for **all** hours in excess of ~~thirty~~ (32) hours.

**SCHEDULE "D"**

**HEALTH AND WELFARE PLAN**

Coverage

- a. \$40,000.00 life insurance per employee;
- b. \$40,000.00 A.D. & D. per employee;
- c. Long ~~term~~ disability insurance with 66% of earnings, maximum of \$2,000.00 per month per employee, payable after 119 days until age 65;
- d. Prescription ~~Drug~~ Plan for employee and family;
- e. A basic Dental Plan at the latest fee schedule available;
- f. Extended Health coverage for employee and family;
- g. Semi-private hospital coverage with no deductible for employee and family;
- h. Optical insurance for employee and family;
- i. Short ~~term~~ disability insurance with 66% of earnings, to a maximum equal to U.I.C. allowance per employee, payable after the first day of accident and the fourteenth (14th) day of sickness;