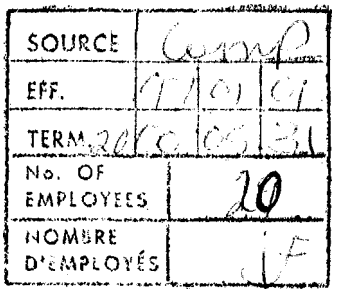
CONSTRUCTION - N.W.T.

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")

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 Operating

Engineers (Operators), journeymen and apprentice Mechanics, and Truck Drivers, 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: _____

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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 ail 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 ail 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 ail 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 All 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 behaif 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 pian 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-*Employeragrees *to* contribute seven cents($0.07) per hour *to* the Union's Ledcor 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 Ledcor 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 *Ail* 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 AU 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 foilowed.

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.

RTI(24 - 4 JSPE J 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 refusai 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 the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.

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

Rates:	**Wage Rate**	**Vac/ Stat**	**H & W**	**Pens.**	**Safety Bonus**	**Train. Fund**	**Total**
Operator (Principle)	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Operator (Intermediate)	17.50	1.75	0.95	0.75	0.25	0.10	21.30
Mechanic (Heavy Duty)	17.50	1.75	0.95	0.75	0.25	0.10	21.30
Truck Driver	15.50	1.55	0.95	0.75	0.25	0.10	19.10

SCHEDULE "A"

FOR OIL, GAS AND CHEMICAL FACILITY PROJECTS

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

Rates:	**Wage Rate**	**Vac/ Stat**	**H & W**	**Pens.**	**Safety Bonus**	**Train. Fund**	**Total**
Operator (Principle)	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Operator (Intermediate)	18.00	1.80	0.95	0.75	0.25	0.10	21.85
Mechanic (Heavy Duty)	18.00	1.80	0.95	0.75	0.25	0.10	21.85
Truck Driver	16.00	1.60	0.95	0.75	0.25	0.10	19.65

SCHEDULE "A"

FOR OIL, GAS AND CHEMICAL FACILITY PROJECTS

CLASSIFICATIONS AND HOURLY WAGES
AS OF JANUARY 1, 1999

Rates:	**Wage Rate**	**Vac/ Stat**	**H & W**	**Pens.**	**Safety Bonus**	**Train. Fund**	**Total**
Operator (Principle)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Operator (Intermediate)	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Mechanic (Heavy Duty)	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Truck Driver	16.50	1.65	0.95	0.75	0.25	0.10	20.20

Schedule "A"

Leadhand Premium (over Journeyman Classification Rate)	$1.25/hr
Foreman Premium (over Journeyman Classification Rate)	$1.50/hr

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 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

Rates:	**Wage Rate**	**Vac/ Stat**	**H & W**	**Pens.**	**Safety Bonus**	**Train. Fund**	**Total**
Operator (Principle)	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Operator (Intermediate)	16.50	1.65	0.95	0.75	0.25	0.10	20.20
Truck Driver	16.00	1.60	0.95	0.75	0.25	0.10	19.65

SCHEDULE "B"

FOR COMMERCIAL/INSTITUTIONAL CONSTRUCTION

CLASSIFICATIONS AND HOURLY WAGES
AS OF JANUARY 1, 1998

Rates:	**Wage Rate**	**Vac/ Stat**	**H & W**	**Pens.**	**Safety Bonus**	**Train. Fund**	**Total**
Operator (Principle)	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Operator (Intermediate)	17.00	1.70	0.95	0.75	0.25	0.10	20.75
Truck Driver	16.50	1.65	0.95	0.75	0.25	0.10	20.20

SCHEDULE "B"

FOR COMMERCIAL/INSTITUTIONAL CONSTRUCTION

CLASSIFICATIONS AND HOURLY WAGES
AS OF JANUARY 1, 1999

Rates:	Wage Rate	Vac/ Stat	H & W	Pens.	Safety Bonus	Train. Fund	Total
Operator (Principle)	9.50	1.95	0.95	0.75	0.25	0.10	23.50
Operator (Intermediate)	7.50	1.75	0.95	0.75	0.25	0.10	21.30
Truck Driver	7.00	1.70	0.95	0.75	0.25	0.10	20.75

Schedule "B"

Leadhand Premium (over Journeyman Classification Rate)	$1.00/hr
Foreman Premium (over Journeyman Classification Rate)	$1.50/hr
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 fails 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

Rates:	Wage Rate	Vac/ Stat	H & W	Pens.	Safety Bonus	Train. Fund	Total
Operator (Principle)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Operator (Intermediate)	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Mechanic	18.50	1.85	0.95	0.75	0.25	0.10	22.40
Mechanic (Heavy Duty)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Truck Driver	17.00	1.70	0.95	0.75	0.25	0.10	20.75
Crane Operator (+35 ton)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Crane Operator (-35 ton)	18.50	1.85	0.95	0.75	0.25	0.10	22.40

SCHEDULE "C"

FOR INDUSTRIAL CONSTRUCTION

CLASSIFICATIONS AND HOURLY WAGES
AS OF JANUARY 1, 1998

Rates:	**Wage Rate**	**Vac/ Stat**	**H & W**	**Pens.**	**Safety Bonus**	**Train. Fund**	**Total**
Operator (Principle)	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Operator (Intermediate)	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Mechanic	19.00	1.90	0.95	0.75	0.25	0.10	22.95
Mechanic (Heavy Duty)	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Truck Driver	17.50	1.75	0.95	0.75	0.25	0.10	21.30
Crane Operator (+35 ton)	20.00	2.00	0.95	0.75	0.25	0.10	24.05
Crane Operator (-35 ton)	19.00	1.90	0.95	0.75	0.25	0.10	22.95

SCHEDULE "C"

FOR INDUSTRIAL CONSTRUCTION

CLASSIFICATIONS AND HOURLY WAGES
AS OF JANUARY 1, 1999

Rates:	Wage Rate	Vac/ Stat	H & W	Pens.	Safety Bonus	Train. Fund	Total
Operator (Principle)	20.50	2.05	0.95	0.75	0.25	0.10	24.60
Operator (Intermediate)	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Mechanic	19.50	1.95	0.95	0.75	0.25	0.10	23.50
Mechanic (Heavy Duty)	20.50	2.05	0.95	0.75	0.25	0.10	24.60
Truck Driver	18.00	1.80	0.95	0.75	0.25	0.10	21.85
Crane Operator (+35 ton)	20.50	2.05	0.95	0.75	0.25	0.10	24.60
Crane Operator (-35 ton)	19.50	1.95	0.95	0.75	0.25	0.10	23.50

Schedule "C"

Leadhand Premium (over Journeyman Classification Rate)	**$1.00/hr**
Foreman Premium (over Journeyman Classification Rate)	**$2.00/hr**

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 AD. & 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. Rescription 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;