

**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	CENP		
EFF.	97	01	01
TERM.	20	00	05 31
No. OF EMPLOYEES	0		
NOMBRE D'EMPLOYÉS	0		

**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 Bricklayers

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including working foremen, 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.

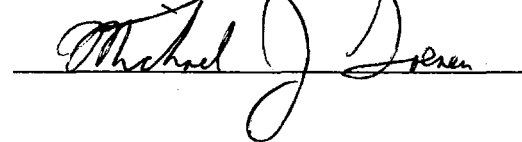
SIGNED ON BEHALF OF  
LEDCOR INDUSTRIAL  
LIMITED

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

Per: 

Per: 

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) coffeebreaks 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 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** 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 **All** 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 BEREAVE ——— 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 - CHANGES AND WGS**

- 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 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**

<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>
<b>Bricklayer</b>	17.50	1.75	0.95	0.75	0.25	0.10	21.30

**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><u>Safety Bonus</u></b>	<b><u>Train. Fund</u></b>	<b><u>Total</u></b>
<b>Bricklayer</b>	18.00	1.80	0.95	0.75	0.25	0.10	21.85

**SCHEDULE "A"**

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

CLASSIFICATIONS AND HOURLY WAGES  
AS OF JANUARY 1, 1999

<b>Rates:</b>	<b><u>Wage</u></b>	<b><u>Vac/</u></b>	<b><u>H &amp; W Pens.</u></b>		<b><u>Safety</u></b>	<b><u>Train.</u></b>	
	<b><u>Rate</u></b>	<b><u>Stat</u></b>			<b><u>Bonus</u></b>	<b><u>Fund</u></b>	<b><u>Total</u></b>
<b>Bricklayer</b>	18.50	1.85	0.95	0.75	0.25	0.10	22.40

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

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>
Bricklayer	18.00	1.80	0.95	0.75	0.25	0.10	21.85

**SCHEDULE "B"**

**FOR COMMERCIAL/INSTITUTIONAL CONSTRUCTION**

CLASSIFICATIONS AND HOURLY WAGES  
AS OF JANUARY 1, 1998

<b>Rates:</b>	<b><u>Wage</u></b>	<b><u>Vac/</u></b>			<b><u>Safety</u></b>	<b><u>Train.</u></b>	
	<b><u>Rate</u></b>	<b><u>Stat</u></b>	<b><u>H &amp; W</u></b>	<b><u>Pens.</u></b>	<b><u>Bonus</u></b>	<b><u>Fund</u></b>	<b><u>Total</u></b>
<b>Bricklayer</b>	18.50	1.85	0.95	0.75	0.25	0.10	22.40

**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>
<b>Bricklayer</b>	19.00	1.90	0.95	0.75	0.25	0.10	22.95

## 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"

t.

- 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"**

NOT APPLICABLE

**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. 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;