



COLLECTIVE AGREEMENT

BETWEEN

LEDCOR MAINTENANCE SERVICES LTD

AND

**PRE-BOARD SCREENERs, LOGISTICS,
MANUFACTURING & ALLIED TRADES
(CLAC) LOCAL NO. 56**

AFFILIATED WITH THE

CHRISTIAN LABOUR ASSOCIATION OF CANADA

Duration: April 21, 2009 – Feb 28, 2012

14008 (01)

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COLLECTIVE AGREEMENT

BETWEEN: **LEDCOR MAINTENANCE SERVICES LTD**
(the "Employer")

-and-

**PRE-BOARD SCREENERS, LOGISTICS,
MANUFACTURING & ALLIED TRADES
(CLAC) LOCAL NO. 56**
Affiliated with the
Christian Labour Association of Canada
(the "Union")

Duration: April 21, 2009 – Feb 28, 2012

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the Employer, the Union and the employees, as 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;
- b) To provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits as set forth in this Agreement;
- c) To establish a just and prompt procedure for the disposition of grievances;
- d) To establish an equitable system for the promotion, discipline, transfer, lay-off and recall of employees;
- e) Through the full and fair administration of all the provisions contained within this Agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 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 cooperative labour/management relations:

- a) The industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of management;
 - b) The economic character springs from a continuous striving towards efficient use of scarce resources, energy and the environment, and in the adequate development of the employees, research, production and marketing;
 - c) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 1.03 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. Such rights and privileges may only be amended by mutual agreement.
- 1.04 Should any part of this Agreement be declared invalid the remainder of this Agreement will continue in full force and effect.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedule " A attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit as defined in Order No 9640-U issued by the Canada Industrial Relations Board.
- These employees are defined, but not limited to, employees employed by Ledcor Maintenance Services Ltd. while engaged in pipeline and/or plant maintenance, excluding project coordinators, supervisors, engineers, management, office and clerical.
- 2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

ARTICLE 3 - MANAGEMENT'S RIGHTS

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

- a) 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) 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) 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 and equipment will be vested in the Employer.

3.03 The Employer may contract out work where:

- a) It does not possess the necessary facilities or equipment;
- b) It does not have and/or cannot acquire the required employees; or
- c) It 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 Stewards

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

- a) The Union has the right to select or appoint Union stewards (“Stewards”) to assist the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer this Agreement.

In general the number of Stewards will be determined as follows:

- i) When there are fifty (50) or less employees - one (1) Steward;
 - ii) Over fifty (50) employees, but less than one hundred (100) - two (2) Stewards;
 - iii) For every hundred (100) employees beyond one hundred (100) - at least one (1) additional Steward. More Stewards may be added by mutual agreement; and
- b)
 - i) Stewards will receive the hourly premium as set out in Schedule "A". The Union will advise the Employer, in writing, of the name(s) of the duly appointed Steward(s).
 - ii) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Where possible the Employer will notify the Union prior to layoff if a Steward is affected by a planned layoff.
- c) 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 this Agreement or the investigation or presentation of grievances, without first obtaining the permission of their 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.
- d) A Steward, where practical, will be given the opportunity to address all new employees during their site orientation session, for the purpose of introducing themselves and the Union and providing the employees with Union information that pertains to them.

4.02 Representatives

- a) Duly appointed representatives of the Union (“Representatives”) 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 name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:
 - i) The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site;
 - ii) The Representatives will not interfere with the progress of work.

4.03 The Employer

The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meetings.

4.04 There will be no Union activity on the Employer’s or Employer’s client’s premises during working hours, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.05 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. One employee on the Committee will be paid by the Employer to a maximum of forty (40) hours for all time spent on negotiating the collective agreement and wage and benefit reviews with the Employer, whenever this takes place during the regular working hours of the employees concerned

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any cessation of work, 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 will give preference to qualified Union members who are able to meet the requirements of the job as set by the Employer. The Employer will submit the names, social insurance numbers and classifications of all requested employees to the Union office in Edmonton, Alberta for approval by the Union. The Employer will ensure that this is accomplished prior to commencement of employment. If the Union is not able to refer qualified employees, the Employer will be able to hire from outside the Union membership,
- 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 will be referred by the Employer to a Steward or Representative in order to describe the Union's purpose 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 subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.
- 6.04 New employees will be hired on a sixty (60) days worked 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.
- 6.05 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.
- 6.06 Employees rehired within twelve (12) months of layoff will not re-serve a new probationary period.
- 6.07 Employees laid off for a period longer than twelve (12) months and recalled by the Employer will serve a new probationary period.
- 6.08 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.

ARTICLE 7 - UNION DUES

- 7.01 The Employer is authorized to and will deduct from each employee's paycheque the amount equal to Union dues and where applicable, an amount equal to Union dues arrears and Administration dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the twentieth (20th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.
- 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 Union dues and Administration 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 all employees will be provided to the Union once monthly.

ARTICLE 8 - WAGE AND AREA RATES OF PAY

- 8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A" as appropriate to the work. 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 dispute the matter will be settled in accordance with the arbitration procedure set out in Article 23.
- 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 the same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon the wage rates for new classifications, either party may apply directly for arbitration under Article 23.

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 the employees prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.

8.04 Starting Work

An employee who starts work and is prevented from completing their normal work day will receive the greater of four (4) hours pay at their prevailing hourly rate or the number of hours worked multiplied by the prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.

8.05 Call-Back

An employee who is called back to work in the same day will receive a minimum of two (2) hours pay at the appropriate rate.

8.06 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the effected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

8.07 If the shortage of work is for a period longer than the day outlined in Article 8.06 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing signed by the Employer, the employee and the Steward.

8.08 Notification of Shift Changes;

In the event of a shift change the Employer will attempt to give as much notice as reasonably possible. As a minimum the employer will use the minimum Federal guidelines surrounding rest period.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

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

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

- When a general holiday as outlined in Article 12.01 occurs during the employee's regular work week, overtime will be paid for all regular straight time hours in excess of thirty-two (32) hours.
- 9.02 When a scheduled break occurs it will include a Sunday whenever possible.
- 9.03 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 subject to Article 3.01.
- 9.05 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. Such amendments will be noted on the pre-job conference report subject to Article 26.
- 9.06 Due to the unique geographical constraints and job-specific requirements of the Employer's client, and the fact that this collective agreement falls under Federal Jurisdiction, the parties have mutually agreed to enter into an "Averaging of Hours" agreement. When an employee is working on an Averaging of Hours agreement the terms of that agreement as outlined in Schedule "B" will supersede Art. 9.01 above. Hours of work will be averaged over a two week period, with Terms of the Averaging of Hours schedule set out in Schedule "B" of this Agreement.
- 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 Coffee Breaks and Meal Periods
- a) There will be two (2) paid 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.
 - b) 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.
 - c) If employees are required to work beyond twelve (12) hours in a day they will be provided with an additional one half (1/2) hour meal period paid at their wage rate and a meal will be provided by the Employer where practical.
- 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.

9.11 Employees shall be paid every two weeks on a Friday.

ARTICLE 10 - LAY-OFF PROCEDURE

10.01 The Employer will give the Employee and the Union notice of lay-off according to the Federal Labour Code of Employment Standards.

10.02 The Employer will not be required to give notice of lay-off 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 lay-off occurred, together with the employee's classification and latest available phone number.

ARTICLE 11 - VACATION AND VACATION PAY

11.01 All employees will be entitled to receive an amount equal to (four) 4% percent of their gross pay as vacation pay.

11.02 Vacation Pay will be paid to employees on each paycheque.

11.03 The Employer will consider vacations at the times requested considering business requirements.

ARTICLE 12 - GENERAL HOLIDAYS AND HOLIDAY PAY

12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their straight time earnings as holiday pay in lieu of the following general holidays:

New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, or any further days proclaimed by the Federal Government.

12.02 Employees required to work on one of the above general holidays will receive overtime pay for all hours worked on that day in addition to the holiday pay outlined in Article 12.01. In the event that the parties mutually agree to recognize an alternative day in lieu of one of the general holidays outlined in Article 12.01,

overtime will only be paid when an employee is required to work on the alternative day.

12.03 Holiday Pay will be paid to employees on each paycheque.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION

13.01 Preamble

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 reasonable means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence

13.02 Accommodation Allowance

Whenever employees covered under 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 to cover room and board (to a maximum of \$120 per day) or alternatively the Employer, at his discretion will provide at the Employer's expense, room and board accommodation for the employee. All accommodations will be based on double occupancy. Allowances will not be paid for any day on which an employee does not work of his own accord for reasons other than a job related accident.

In the event that the Employer provides hotel accommodations, the employee will be provided with a meal allowance of forty-five (\$45.00) per day.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

14.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, Union/Management meetings will be scheduled. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project. The areas for discussion may include, but not be limited to, the following:

- i) Safety measures;
- ii) Matters that affect the working conditions of the employees;
- iii) Training and promotion;
- iv) Hiring policies;
- v) Discipline and discharge policies.

- b) The Employer and the Union will each appoint representatives to the Union/Management Committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

14.02 Employees attending the Union/Management meetings during regular working hours, will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees a flat fee of twenty (\$20.00) dollars per meeting.

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

ARTICLE 15 - HEALTH AND SAFETY COMMITTEE

15.01 When necessary a Health and Safety Committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

15.02 The Employer and the Union will each appoint representatives to the Health and Safety Committee.

15.03 a) The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.

- b) The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.

- c) It is the intent of the parties to have working conditions that are safe and healthy.

15.04 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 their shift.

15.05 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.

15.06 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending Physician of the same. The Employer reserves the right to require a second medical opinion by a Physician selected by the Employer.
- b) The Employer will inform the Physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the Physician's approval.
- c) The Employer will inform the Union office of all employees who are assigned to Modified Work and the hours reverted to. The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by attending physicians as per Articles 15.06 (a) and (b).

15.07 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree to the policies as outlined in Ledcor Group of Companies, Canadian Drug and Alcohol program and the Construction Owners Association of Alberta Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), October 2005.

ARTICLE 16 - HEALTH AND WELFARE PLAN

16.01 The Employer agrees to pay the amount as set out in Schedule "A" for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.

- 16.02 a) Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- b) 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 "C") 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 – RETIREMENT SAVINGS PLAN

17.01 The Employer agrees to contribute the percentage as set out in Section 17.02 below for each hour worked toward each employee's participation in the RSP administered by the CLAC Health and Welfare Trust Fund.

- a) An account will be opened in the employee's name by the CLAC Health and Welfare Trust Fund as soon as possible following the receipt of one (1) month's contributions and the employee's current address. The contributions will be deposited in the same manner subject only to the rules established by the Trust Funds Board of Trustees. All monies deposited in the employee's account will remain the property of the employee subject only to the rules governing RSP and Benefit Plans.
- b) The Employer's contribution to the RSP will be non-refundable, and when deposited will be vested to the employee on whose behalf the deposit was made, in accordance with the terms of the RSP.
- c) Withdrawal of funds and payouts from the RSP will be subject to law and the terms of the Plan.
- d) Employees on whose behalf contributions and deposits are made will receive statements from the financial institution where the deposits are made, mailed to the employees' last address on record with the CLAC Health and Welfare Trust Fund Administrator.

17.02 Contributions to the above mentioned plan will be as follows:

- Effective August 1, 2009, 3% of the employees base hourly wage rate
- Effective August 1, 2010, 4% of the employees base hourly wage rate
- Effective August 1, 2011, 5% of the employees base hourly wage rate

ARTICLE 18 - EDUCATION AND TRAINING FUNDS

18.01 CLAC Alberta Training Trust Fund

The Employer agrees to contribute an amount as set out in Schedule "A" per hour to the CLAC Alberta Training Trust Fund, for all hours worked by all employees. The use of these funds will be governed by the policies of the Training Trust Fund and its trustees. Annually the trustees will allocate audited funds to a Company Specific Training Fund. The use of this fund will be determined by a joint committee established by the parties. The Employer and the Union will each appoint up to two (2) persons to this joint committee in addition to the Director of Training.

18.02 Education Fund

The Employer agrees to contribute three (3) cents per hour to the Union Education Fund for all hours worked by all employees.

ARTICLE 19 - TOOLS

19.01 All tradesmen will supply their own tools common to their trade. Specialty and power tools will be provided by the Employer or Employer's client.

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

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

ARTICLE 20 - PROTECTIVE EQUIPMENT

20.01 All employees will wear CSA approved safety hats supplied by the Employer.

20.02 All employees will wear CSA approved safety boots supplied by the employees.

20.03 The Employer will supply employees with safety equipment including but not limited to: gloves, hearing protection, safety glasses, shields, goggles, fire retardant coveralls, rain gear, particulate masks, breathing apparatus's and fall arrest equipment, 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 may grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:

- a) Marriage of the employee;
- b) Sickness of the employee or employee's immediate family;
- c) Birth or adoption of the employee's own child;
- d) Union activity, other than the establishment of this Agreement;

- e) Death of a family member not outlined in Article 21.02;
- f) Other personal reasons as approved by the Employer.

21.02 An employee will be granted a three (3) day leave of absence with pay, at the employee's regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, common law spouse, child, father, mother, brother, sister and grandchild. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.

21.03 Following a leave of absence, employees who fail to report back 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 Representatives specified in Article 4 as the agents through which employees will process their grievances.

- 22.02 a) "Grievance" means 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.
- b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a 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 grievors will be listed on the grievance form.
- c) i) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.
- ii) A Policy Grievance will be signed by a Steward or Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- d) Any grievance referred to above will identify:
- i) The facts giving rise to the grievance;
 - ii) The section or sections of this Agreement claimed to be violated;
 - iii) The relief requested; and

- iv) Where practical will be signed by the employee or employees involved unless it is a Policy Grievance.

22.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "work days". A work day is defined as any day on which the main offices of the scheduled 'A' chartered banks in the province of Alberta are open, excluding all general holidays. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. The time limits will resume on the date of such unilateral declaration from day one of the last step filed by either party. The parties may mutually agree to extend the time limits at any time

22.04 a) 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.

- b) 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 they have informed and/or discussed the complaint with the Employer. If the Employer 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 Representative. The designated Employer representative will notify the Representative of their decision in writing not later than five (5) work days following the day upon which the grievance was received.

Step 2

If the grievance is not settled at Step 1, a 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 Representative together with the grievor involved and the designated Employer

representative and other representatives of the Employer. This meeting will be held within five (5) work days of the presentation of the written grievance to the designated employer Representative. The Employer will notify the Steward or Union Representative of his decision in writing within five (5) work days of such a 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 or within five (5) days of the date on which the decision should have been made in Step 2 to the other party.

22.06 Union Policy Grievance or Employer Grievance

- a) 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 grievor. 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 2 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.
- b) 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.

ARTICLE 23 - ARBITRATION

23.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) work days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) work days of their appointment, either party may request the relevant government ministry to appoint an impartial Chairperson.

23.02 No person may be appointed as Chairperson 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 Chairperson of the Arbitration Board governs.

- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall 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 the arbitrator's decision shall be final and binding upon both parties.
- 23.06 It is agreed that the Arbitration Board shall 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 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 clause shall 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 Chairperson of the Arbitration Board.
- 23.10 The Board of Arbitration shall 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.
- 23.11 If the parties mutually agree, they may substitute a single arbitrator in the place of the Arbitration Board.

ARTICLE 24 - DISCHARGE, SUSPENSION AND WARNING

24.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be provided in writing by the foreman/supervisor. The foreman/supervisor will send a copy of such warning to the Steward and Union office within twenty-four (24) hours.

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

- i) The refusal by an employee to abide by Safety Regulations;
- ii) The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- iii) The refusal by the employee to abide by the requirements of the Employer's clients;
- iv) The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

24.03 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) work days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, by-passing the grievance procedure.

24.04 A job steward, where practical, will be present for disciplinary meetings. When a steward is not available, the employee may choose another employee to be present. If the employee does not choose another employee, the Employer will choose another employee to be present.

24.05 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive work days without a justifiable reason.

ARTICLE 25 - DUES AND TRUST FUND PAYMENTS

25.01 The parties acknowledge that delinquent payments to the Union as per Article 7 or for any of the Employer contributions to the Funds established in Articles 16, 17 and 18 will pose a serious threat to the plan participants. Therefore the Trustees of the Funds are empowered to take any action in law necessary to collect all Funds owing.

- 25.02 Contributions will be made to the Union Provincial Remittance Processing Centre pursuant to Articles 7, 16, 17 and 18, each month, by the twentieth (20th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) work days to correct this error.
- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues Administration dues, the Health and Welfare plan and the RSP, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues and Administration dues and deduct all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union Provincial Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues, Administration dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

ARTICLE 26 – COLLECTIVE AGREEMENT AMENDMENTS

26.01 It is understood and agreed that the wage rates and other provisions set out in this Agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects or to enable the Employer to compete with non-Union competition and/or with other specific Union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) work days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a Representative of the Union.

26.02 Pre-Job Conferences

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

ARTICLE 27 - DURATION

27.01 This Agreement will be effective on the twenty-first (21st) of April, two thousand and nine (2009) and will remain in effect until the twenty-eighth (28th) day of February two thousand and twelve (2012) and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) calendar 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.

27.02 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. Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

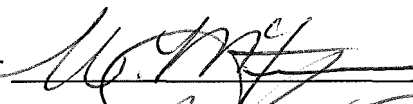
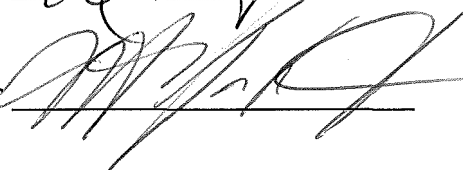
27.03 Before any negotiations have taken place the parties may by mutual agreement accept the provisions of the following:

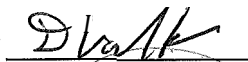

Should negotiations fail, and the parties have fulfilled all the requirements of the *Canadian Industrial Relations Board*, and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.

DATED at Edmonton, Alberta, this 20TH day of AUGUST, 2009

Signed on behalf of
**Ledcor Maintenance
Services Ltd.**

Signed on behalf of
**Pre-Board Screeners, Logistics,
Manufacturing & Allied Trades
(CLAC) Local No. 56
Affiliated with the
Christian Labour Association of**

POr 
Per 

Per 
Per 

Per _____
Authorized Representative

Per _____
Authorized Representative

Ledcor Maintenance Services Ltd.
Schedule "A"
Labour Classification and Hourly Wages

Eastern Region – Quebec and Southern Ontario (South of North Bay)

<i>Labour Classification</i>	<i>Level</i>	<i>Base Wage</i>	<i>Vac Stat</i> 8%	<i>H & W</i> \$ 1.25	<i>RSP</i> 3%	<i>EF</i> \$ 0.03	<i>TTF</i> \$ 0.10	<i>Total</i>
Facilities Technician	1	\$ 22.00	\$ 1.76	\$ 1.25	\$ 0.66	\$ 0.03	\$ 0.10	\$ 25.80
Facilities Technician	2	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58
Facilities Technician	3	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Electrical Technician:	1	\$ 30.00	\$ 2.40	\$ 1.25	\$ 0.90	\$ 0.03	\$ 0.10	\$ 34.68
Electrical Technician!	2	\$ 28.00	\$ 2.24	\$ 1.25	\$ 0.84	\$ 0.03	\$ 0.10	\$ 32.46
Electrical Technician:	3	\$ 26.00	\$ 2.08	\$ 1.25	\$ 0.78	\$ 0.03	\$ 0.10	\$ 30.24
Pipeline Technician	1	\$ 31.00	\$ 2.48	\$ 1.25	\$ 0.93	\$ 0.03	\$ 0.10	\$ 35.79
Pipeline Technician	2	\$ 27.00	\$ 2.16	\$ 1.25	\$ 0.81	\$ 0.03	\$ 0.10	\$ 31.35
Pipeline Technician	3	\$ 23.00	\$ 1.84	\$ 1.25	\$ 0.69	\$ 0.03	\$ 0.10	\$ 26.91
Pipeline Technologist	1	\$ 44.00	\$ 3.52	\$ 1.25	\$ 1.32	\$ 0.03	\$ 0.10	\$ 50.22
Pipeline Technologist	2	\$ 40.10	\$ 3.21	\$ 1.25	\$ 1.20	\$ 0.03	\$ 0.10	\$ 45.89
Pipeline Technologist	3	\$ 36.00	\$ 2.88	\$ 1.25	\$ 1.08	\$ 0.03	\$ 0.10	\$ 41.34
Corrosion Surveyor	1	\$ 27.00	\$ 2.16	\$ 1.25	\$ 0.81	\$ 0.03	\$ 0.10	\$ 31.35
Corrosion Surveyor	2	\$ 26.00	\$ 2.08	\$ 1.25	\$ 0.78	\$ 0.03	\$ 0.10	\$ 30.24
Corrosion Surveyor	3	\$ 25.50	\$ 2.04	\$ 1.25	\$ 0.77	\$ 0.03	\$ 0.10	\$ 29.69
Corrosion Surveyor	4	\$ 23.50	\$ 1.88	\$ 1.25	\$ 0.71	\$ 0.03	\$ 0.10	\$ 27.47
Corrosion Surveyor	5	\$ 23.00	\$ 1.84	\$ 1.25	\$ 0.69	\$ 0.03	\$ 0.10	\$ 26.91
Corrosion Surveyor	6	\$ 21.00	\$ 1.68	\$ 1.25	\$ 0.63	\$ 0.03	\$ 0.10	\$ 24.69
Corrosion Surveyor	7	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58

Ledcor Maintenance Services Ltd.
Schedule "A"
Labour Classification and Hourly Wages

<i>Labour Classification</i>	<i>Level</i>	<i>Base Wage</i>	<i>Vac Stat</i> 8%	<i>H & W</i> \$ 1.25	<i>RSP</i> 3%	<i>EF</i> \$ 0.03	<i>TTF</i> \$ 0.10	<i>Total</i>
Facilities Technician	1	\$ 22.00	\$ 1.76	\$ 1.25	\$ 0.66	\$ 0.03	\$ 0.10	\$ 25.80
Facilities Technician	2	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58
Facilities Technician	3	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Electrical Technician:	1	\$ 28.00	\$ 2.24	\$ 1.25	\$ 0.84	\$ 0.03	\$ 0.10	\$ 32.46
Electrical Technician:	2	\$ 26.00	\$ 2.08	\$ 1.25	\$ 0.78	\$ 0.03	\$ 0.10	\$ 30.24
Electrical Technician:	3	\$ 24.00	\$ 1.92	\$ 1.25	\$ 0.72	\$ 0.03	\$ 0.10	\$ 28.02
Pipeline Technician	1	\$ 31.00	\$ 2.48	\$ 1.25	\$ 0.93	\$ 0.03	\$ 0.10	\$ 35.79
Pipeline Technician	2	\$ 27.00	\$ 2.16	\$ 1.25	\$ 0.81	\$ 0.03	\$ 0.10	\$ 31.35
Pipeline Technician	3	\$ 23.00	\$ 1.84	\$ 1.25	\$ 0.69	\$ 0.03	\$ 0.10	\$ 26.91
Pipeline Technologist	1	\$ 44.00	\$ 3.52	\$ 1.25	\$ 1.32	\$ 0.03	\$ 0.10	\$ 50.22
Pipeline Technologist	2	\$ 40.10	\$ 3.21	\$ 1.25	\$ 1.20	\$ 0.03	\$ 0.10	\$ 45.89
Pipeline Technologist	3	\$ 36.00	\$ 2.88	\$ 1.25	\$ 1.08	\$ 0.03	\$ 0.10	\$ 41.34
Corrosion Surveyor	1	\$ 27.50	\$ 2.20	\$ 1.25	\$ 0.83	\$ 0.03	\$ 0.10	\$ 31.91
Corrosion Surveyor	2	\$ 26.35	\$ 2.11	\$ 1.25	\$ 0.79	\$ 0.03	\$ 0.10	\$ 30.63
Corrosion Surveyor	3	\$ 23.50	\$ 1.88	\$ 1.25	\$ 0.71	\$ 0.03	\$ 0.10	\$ 27.47
Corrosion Surveyor	4	\$ 22.00	\$ 1.76	\$ 1.25	\$ 0.66	\$ 0.03	\$ 0.10	\$ 25.80
Corrosion Surveyor	5	\$ 21.00	\$ 1.68	\$ 1.25	\$ 0.63	\$ 0.03	\$ 0.10	\$ 24.69
Corrosion Surveyor	6	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58
Corrosion Surveyor	7	\$ 19.00	\$ 1.52	\$ 1.25	\$ 0.57	\$ 0.03	\$ 0.10	\$ 22.47

Ledcor Maintenance Services Ltd.
Schedule "A"
Labour Classification and Hourly Wages

<i>Labour Classification</i>	<i>Level</i>	<i>Base Wage</i>	<i>Vac Stat</i> 8%	<i>H & W</i> \$ 1.25	<i>RSP</i> 3%	<i>EF</i> \$ 0.03	<i>TTF</i> \$ 0.10	<i>Total</i>
Facilities Technician	1	\$ 22.00	\$ 1.76	\$ 1.25	\$ 0.66	\$ 0.03	\$ 0.10	\$ 25.80
Facilities Technician	2	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58
Facilities Technician	3	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Electrical Technician:	1	\$ 28.00	\$ 2.24	\$ 1.25	\$ 0.84	\$ 0.03	\$ 0.10	\$ 32.46
Electrical Technician:	2	\$ 26.00	\$ 2.08	\$ 1.25	\$ 0.78	\$ 0.03	\$ 0.10	\$ 30.24
Electrical Technician:	3	\$ 24.00	\$ 1.92	\$ 1.25	\$ 0.72	\$ 0.03	\$ 0.10	\$ 28.02
Pipeline Technician	1	\$ 25.00	\$ 2.00	\$ 1.25	\$ 0.75	\$ 0.03	\$ 0.10	\$ 29.13
Pipeline Technician	2	\$ 24.00	\$ 1.92	\$ 1.25	\$ 0.72	\$ 0.03	\$ 0.10	\$ 28.02
Pipeline Technician	3	\$ 23.00	\$ 1.84	\$ 1.25	\$ 0.69	\$ 0.03	\$ 0.10	\$ 26.91
Pipeline Technologist	1	\$ 42.00	\$ 3.36	\$ 1.25	\$ 1.26	\$ 0.03	\$ 0.10	\$ 48.00
Pipeline Technologist	2	\$ 38.00	\$ 3.04	\$ 1.25	\$ 1.14	\$ 0.03	\$ 0.10	\$ 43.56
Pipeline Technologist	3	\$ 34.00	\$ 2.72	\$ 1.25	\$ 1.02	\$ 0.03	\$ 0.10	\$ 39.12
Corrosion Surveyor	1	\$ 22.00	\$ 1.76	\$ 1.25	\$ 0.66	\$ 0.03	\$ 0.10	\$ 25.80
Corrosion Surveyor	2	\$ 21.00	\$ 1.68	\$ 1.25	\$ 0.63	\$ 0.03	\$ 0.10	\$ 24.69
Corrosion Surveyor	3	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58
Corrosion Surveyor	4	\$ 19.00	\$ 1.52	\$ 1.25	\$ 0.57	\$ 0.03	\$ 0.10	\$ 22.47
Corrosion Surveyor	5	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Corrosion Surveyor	6	\$ 17.50	\$ 1.40	\$ 1.25	\$ 0.53	\$ 0.03	\$ 0.10	\$ 20.81
Corrosion Surveyor	7	\$ 16.50	\$ 1.32	\$ 1.25	\$ 0.50	\$ 0.03	\$ 0.10	\$ 19.70

Ledcor Maintenance Services Ltd.
Schedule "A"
Labour Classification and Hourly Wages

Central/ Agassiz Region – East of Falcon Lake, MB to East of Rapid City, MB

<i>Labour Classification</i>	<i>Level</i>	<i>Base Wage</i>	<i>Vac Stat</i> 8%	<i>H & W</i> \$ 1.25	<i>RSP</i> 3%	<i>EF</i> \$ 0.03	<i>TTF</i> \$ 0.10	<i>Total</i>
	1	\$ 22.00	\$ 1.76	\$ 1.25	\$ 0.66	\$ 0.03	\$ 0.10	\$ 25.80
Facilities Technician	2	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58
Facilities Technician	3	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Electrical Technician!	1	\$ 28.00	\$ 2.24	\$ 1.25	\$ 0.84	\$ 0.03	\$ 0.10	\$ 32.46
Electrical Technician:	2	\$ 26.00	\$ 2.08	\$ 1.25	\$ 0.78	\$ 0.03	\$ 0.10	\$ 30.24
Electrical Technician:	3	\$ 24.00	\$ 1.92	\$ 1.25	\$ 0.72	\$ 0.03	\$ 0.10	\$ 28.02
Pipeline Technician	1	\$ 25.00	\$ 2.00	\$ 1.25	\$ 0.75	\$ 0.03	\$ 0.10	\$ 29.13
Pipeline Technician	2	\$ 24.00	\$ 1.92	\$ 1.25	\$ 0.72	\$ 0.03	\$ 0.10	\$ 28.02
Pipeline Technician	3	\$ 23.00	\$ 1.84	\$ 1.25	\$ 0.69	\$ 0.03	\$ 0.10	\$ 26.91
Pipeline Technologist	1	\$ 42.00	\$ 3.36	\$ 1.25	\$ 1.26	\$ 0.03	\$ 0.10	\$ 48.00
Pipeline Technologist	2	\$ 38.00	\$ 3.04	\$ 1.25	\$ 1.14	\$ 0.03	\$ 0.10	\$ 43.56
Pipeline Technologist	3	\$ 34.00	\$ 2.72	\$ 1.25	\$ 1.02	\$ 0.03	\$ 0.10	\$ 39.12
Corrosion Surveyor	1	\$ 22.44	\$ 1.80	\$ 1.25	\$ 0.67	\$ 0.03	\$ 0.10	\$ 26.29
Corrosion Surveyor	2	\$ 21.00	\$ 1.68	\$ 1.25	\$ 0.63	\$ 0.03	\$ 0.10	\$ 24.69
Corrosion Surveyor	3	\$ 19.50	\$ 1.56	\$ 1.25	\$ 0.59	\$ 0.03	\$ 0.10	\$ 23.03
Corrosion Surveyor	4	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Corrosion Surveyor	5	\$ 17.50	\$ 1.40	\$ 1.25	\$ 0.53	\$ 0.03	\$ 0.10	\$ 20.81
Corrosion Surveyor	6	\$ 17.00	\$ 1.36	\$ 1.25	\$ 0.51	\$ 0.03	\$ 0.10	\$ 20.25
Corrosion Surveyor	7	\$ 16.50	\$ 1.32	\$ 1.25	\$ 0.50	\$ 0.03	\$ 0.10	\$ 19.70

Ledcor Maintenance Services Ltd.
Schedule "A"
Labour Classification and Hourly Wages

Central / Saskatchewan Region

<i>Labour Classification</i>	<i>Level</i>	<i>Base Wage</i>	<i>Vac Stat</i> <i>8%</i>	<i>H & W</i> <i>\$ 1.25</i>	<i>RSP</i> <i>3%</i>	<i>EF</i> <i>\$ 0.03</i>	<i>TTF</i> <i>\$ 0.10</i>	<i>Total</i>
Facilities Technician	1	\$ 22.00	\$ 1.76	\$ 1.25	\$ 0.66	\$ 0.03	\$ 0.10	\$ 25.80
Facilities Technician	2	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58
Facilities Technician	3	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Electrical Technician:	1	\$ 30.00	\$ 2.40	\$ 1.25	\$ 0.90	\$ 0.03	\$ 0.10	\$ 34.68
Electrical Technician:	2	\$ 28.00	\$ 2.24	\$ 1.25	\$ 0.84	\$ 0.03	\$ 0.10	\$ 32.46
Electrical Technician:	3	\$ 26.00	\$ 2.08	\$ 1.25	\$ 0.78	\$ 0.03	\$ 0.10	\$ 30.24
Pipeline Technician	1	\$ 31.00	\$ 2.48	\$ 1.25	\$ 0.93	\$ 0.03	\$ 0.10	\$ 35.79
Pipeline Technician	2	\$ 27.00	\$ 2.16	\$ 1.25	\$ 0.81	\$ 0.03	\$ 0.10	\$ 31.35
Pipeline Technician	3	\$ 23.00	\$ 1.84	\$ 1.25	\$ 0.69	\$ 0.03	\$ 0.10	\$ 26.91
Pipeline Technologist	1	\$ 44.00	\$ 3.52	\$ 1.25	\$ 1.32	\$ 0.03	\$ 0.10	\$ 50.22
Pipeline Technologist	2	\$ 40.10	\$ 3.21	\$ 1.25	\$ 1.20	\$ 0.03	\$ 0.10	\$ 45.89
Pipeline Technologist	3	\$ 36.00	\$ 2.88	\$ 1.25	\$ 1.08	\$ 0.03	\$ 0.10	\$ 41.34
Corrosion Surveyor	1	\$ 22.44	\$ 1.80	\$ 1.25	\$ 0.67	\$ 0.03	\$ 0.10	\$ 26.29
Corrosion Surveyor	2	\$ 21.00	\$ 1.68	\$ 1.25	\$ 0.63	\$ 0.03	\$ 0.10	\$ 24.69
Corrosion Surveyor	3	\$ 19.50	\$ 1.56	\$ 1.25	\$ 0.59	\$ 0.03	\$ 0.10	\$ 23.03
Corrosion Surveyor	4	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Corrosion Surveyor	5	\$ 17.50	\$ 1.40	\$ 1.25	\$ 0.53	\$ 0.03	\$ 0.10	\$ 20.81
Corrosion Surveyor	6	\$ 17.00	\$ 1.36	\$ 1.25	\$ 0.51	\$ 0.03	\$ 0.10	\$ 20.25
Corrosion Surveyor	7	\$ 16.50	\$ 1.32	\$ 1.25	\$ 0.50	\$ 0.03	\$ 0.10	\$ 19.70

Ledcor Maintenance Services Ltd.
Schedule "A"
Labour Classification and Hourly Wages

Alberta Region

<i>Labour Classification</i>	<i>Level</i>	<i>Base Wage</i>	<i>Vac Stat</i> <i>8%</i>	<i>H & W</i> <i>\$ 1.25</i>	<i>RSP</i> <i>3%</i>	<i>EF</i> <i>\$ 0.03</i>	<i>TTF</i> <i>\$ 0.10</i>	<i>Total</i>
	1	\$ 22.00	\$ 1.76	\$ 1.25	\$ 0.66	\$ 0.03	\$ 0.10	\$ 25.80
Facilities Technician	2	\$ 20.00	\$ 1.60	\$ 1.25	\$ 0.60	\$ 0.03	\$ 0.10	\$ 23.58
Facilities Technician	3	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Electrical Technician:	1	\$ 30.00	\$ 2.40	\$ 1.25	\$ 0.90	\$ 0.03	\$ 0.10	\$ 34.68
Electrical Technician:	2	\$ 28.00	\$ 2.24	\$ 1.25	\$ 0.84	\$ 0.03	\$ 0.10	\$ 32.46
Electrical Technician:	3	\$ 26.00	\$ 2.08	\$ 1.25	\$ 0.78	\$ 0.03	\$ 0.10	\$ 30.24
Pipeline Technician	1	\$ 31.00	\$ 2.48	\$ 1.25	\$ 0.93	\$ 0.03	\$ 0.10	\$ 35.79
Pipeline Technician	2	\$ 27.00	\$ 2.16	\$ 1.25	\$ 0.81	\$ 0.03	\$ 0.10	\$ 31.35
Pipeline Technician	3	\$ 23.00	\$ 1.84	\$ 1.25	\$ 0.69	\$ 0.03	\$ 0.10	\$ 26.91
Pipeline Technologist	1	\$ 44.00	\$ 3.52	\$ 1.25	\$ 1.32	\$ 0.03	\$ 0.10	\$ 50.22
Pipeline Technologist	2	\$ 40.10	\$ 3.21	\$ 1.25	\$ 1.20	\$ 0.03	\$ 0.10	\$ 45.89
Pipeline Technologist	3	\$ 36.00	\$ 2.88	\$ 1.25	\$ 1.08	\$ 0.03	\$ 0.10	\$ 41.34
Corrosion Surveyor	1	\$ 22.44	\$ 1.80	\$ 1.25	\$ 0.67	\$ 0.03	\$ 0.10	\$ 26.29
Corrosion Surveyor	2	\$ 21.00	\$ 1.68	\$ 1.25	\$ 0.63	\$ 0.03	\$ 0.10	\$ 24.69
Corrosion Surveyor	3	\$ 19.50	\$ 1.56	\$ 1.25	\$ 0.59	\$ 0.03	\$ 0.10	\$ 23.03
Corrosion Surveyor	4	\$ 18.00	\$ 1.44	\$ 1.25	\$ 0.54	\$ 0.03	\$ 0.10	\$ 21.36
Corrosion Surveyor	5	\$ 17.50	\$ 1.40	\$ 1.25	\$ 0.53	\$ 0.03	\$ 0.10	\$ 20.81
Corrosion Surveyor	6	\$ 17.00	\$ 1.36	\$ 1.25	\$ 0.51	\$ 0.03	\$ 0.10	\$ 20.25
Corrosion Surveyor	7	\$ 16.50	\$ 1.32	\$ 1.25	\$ 0.50	\$ 0.03	\$ 0.10	\$ 19.70

SCHEDULE "A"

The parties agree to the following:

Current wage rates remain in place until August 1, 2010

Wage Review: Effective August 1, 2010 all wages and the Health & Welfare Premium will be subject to negotiations. Failure to reach agreement will be subject to the provisions of this Agreement.

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Notes:

Lead Hands

Lead Hand appointments will be at the discretion of the Employer. Effective January 1, 2010, Lead Hands will receive a premium of \$1 per hour.

Shop Steward

Effective January 1, 2010, the Shop Steward will receive a premium of 50 cents per hour.

Wage Rates

Wage Rates are based on the employee's home region

Schedule "B" – Averaging of Hours

The parties agree that flexible work schedules will vary the number of hours worked in a day or days to be worked in a week and/or weeks, depending on client requirements.

In the event that the Employer's client requires an averaging of hours, one of the following shifts will be utilized, providing the union and the affected employees are given advance notice.

1) Nine (9) consecutive days worked, with five (5) consecutive days off:

Week #1						
Day 1	Day2	Day 3	Day 4	Day 5	Day6	Day7
9 hours	9 hours	9 hours	9 hours	9 hours	9 hours	9 hours
Day8	Day9	Day10	Day11	Day12	Day13	Day14
9 hours	8 hours	Off	Off	Off	Off	Off

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 nine (9) hours per day on Days 1 to 8 inclusive, and eight (8) hours on Day 9.

Overtime will be calculated at a rate one and one-half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of 80 straight time hours worked in the two week period.

When a general holiday occurs during the week, overtime will be paid for all hours worked on the holiday unless the parties have mutually agreed to recognize another day in lieu of the general holiday. In these situations, overtime would only be paid when an employee was required to work on the day in lieu.

When a scheduled break occurs it will include a Sunday whenever possible.

Hours of work and overtime as set out in this schedule may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the pre-job conference report.

It is agreed that the provisions of this schedule 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 of the collective agreement.

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 conviction.

2) Ten (10) consecutive days worked, with four (4) consecutive days off:

Day 1	Day2	Day 3	Day 4	Day5	Day6	Day7
8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours
Day8	Day9	Day10	Day11	Day12	Day13	Day14
8 hours	8 hours	8 hours	Off	Off	Off	Off

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 for Days 1 to 10 inclusive.

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3) Every Second Friday Off:

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
9 hours	9 hours	9 hours	9 hours	8 hours	OFF	OFF
Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
9 hours	9 hours	9 hours	9 hours	OFF	OFF	OFF

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 nine (9) hours per day for Days 1 to 4 and Days 8 to 11 inclusive, and at a rate 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 on Day 5.

Overtime will be calculated at a rate one and one-half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of 80 straight time hours worked in the two week period.

When a general holiday occurs during the week, overtime will be paid for all hours worked on the holiday unless the parties have mutually agreed to recognize another day in lieu of the general holiday. In these situations, overtime would only be paid when an employee was required to work on the day in lieu.

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Week #1						
Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
9 hours	9 hours	9 hours	9 hours	9 hours	9 hours	9 hours
Week #2						
Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
9 hours	8 hours	off	off	off	off	off

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 nine (9) hours per day on Days 1 to 8 inclusive, and eight (8) hours on Day 9.

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Week #2						
Day8	Day9	Day10	Day11	Day12	Day13	Day14
9 hours	9 hours	9 hours	9 hours	Off	OFF	Off

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 nine (9) hours per day for Days 1 to 4 and Days 8 to 11 inclusive, and at a rate 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 on Day 5.

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SCHEDULE "C"

OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five 75).

- \$60,000.00 life insurance per employee under the age of 65; \$30,000.00 per employee between the ages of 65 and 75;
- \$60,000.00 A.D. &D. per employee under the age of 65; \$30,000.00 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Comprehensive: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - over 21: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of four hundred and sixty five dollars (\$465.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC WESTERN BENEFIT OFFICE www.clac.ca	1-888-600-2522
CLAC PENSION OFFICE www.clac.ca	1-800-463-2522
GREAT-WEST LIFE (RSP)	1-800-724-3402
SUN LIFE www.sunlife.ca/member	1-800-661-7334
HUMANACARE	1-800-661-8193

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