

# COLLECTIVE AGREEMENT

BETWEEN



AND



**CONSTRUCTION WORKERS UNION (CLAC),  
LOCAL No. 63**

**Duration: February 1, 2014 – January 31, 2016**

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CONSTRUCTION - ALBERTA

**COLLECTIVE AGREEMENT**

**BETWEEN: LEDCOR CONSTRUCTION LIMITED**  
("the Employer")

-AND-

**CONSTRUCTION WORKERS UNION (CLAC),  
LOCAL NO. 63**  
**Affiliated with the Christian Labour  
Association of Canada**  
("the Union")

**Duration: February 1, 2014 - January 31, 2016**

**ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the Employer, the Union and the employees, as parties to this Collective Agreement (the "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 the Agreement;
  - c) To establish an equitable system for the promotion, transfer, discipline, and lay-off of employees;

- d) To establish a just and prompt procedure for the disposition of grievances; and
- e) Through the full and fair administration of all 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 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 the employees, research, production and marketing; and
- 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 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, in bad faith, or that violates applicable human rights legislation.
- 1.05 Should any part of this Agreement be declared invalid, the remainder of the 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 working in the Province of Alberta 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 Certificate 147-2002 issued by the Alberta Labour Relations Board, dated March 21, 2002, that is, all employees in the province of Alberta when employed in Construction as General Construction Carpenters.

This Agreement also covers all employees of the Employer when employed in Construction as Journeyman Boilermaker, Brick Layer, Cement Finisher, Electrician, Flagger, Formfitter, Gas Fitter, Glass Worker, Instrumentation Mechanic, Insulator, Iron Worker, Mechanic, Millwright, Operator, Painter, Plumber, Pipefitter, Plasterer, Refrigerating Mechanic, Roofer, Scaffolder, Skip Hoist Operator, Sheet Metal Mechanic, Steam Fitter, Sprinkler Fitter, Surveyor, Tile Setter, Watchmen and Welder, and their Apprentices and their Foremen, Truck Driver and Labourer, save and except Non-Working Foremen, Mechanical Shop Employees Summer Students and Time Keepers.

- 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 with the exception that the scope of this Agreement will also automatically apply to employees employed in other trades from and after the day that the certification is obtained by the Union for that trade from the Alberta Labour Relations Board. 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 the right to:
- a) 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) select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, re-classify, layoff, rehire and suspend employees; to select and retain employees for positions excluded from the bargaining unit; and
  - c) 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) It does not possess the necessary facilities or equipment;
- b) It does not have and/or cannot acquire the required employees;
- c) It cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits;
- d) It has traditionally subcontracted that work and provided that such contracting out does not cause the lay-off of existing Ledcor employees.

3.04 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 Union representative may attend such meetings.

## **ARTICLE 4 - UNION REPRESENTATION**

4.01 For the purpose of representation with the Employer, the Union will be recognized to have Union Stewards (employees of Ledcor Construction Limited), and Representatives (employees of CLAC), and to function as follows.

I) Stewards

- a) The Union has the right to select or appoint Union Stewards (“Stewards”) to assist employees in presenting any complaints they have to representatives of the employer; the investigation and presentation of grievances up to Step 2, and in general, to administer and defend the Collective Agreement.

In general, the number of Stewards will be determined to provide employees with consistent access to union representation as follows:

- i) One (1) Steward in each of the major city areas (Calgary & Edmonton) for every twenty-five (25) employees, or portions thereof;
- ii) An additional Steward may be appointed by the Union for each job site that has fifteen (15) employees or more, if an acting steward is not working on that specific project;
- iii) The Employer and the Union will mutually agree to adjust the number of Stewards as work load and sites require.

The Union will advise the Employer in writing of the names of the Steward(s). Stewards will receive an hourly premium as set out in Schedule “A”.



- b) A Steward will be given the opportunity to address new hires for the purpose of introducing themselves and the Union, distributing Union literature, and ensuring that the appropriate Union paperwork (benefits, pension, union membership, etc) has been completed. If a Steward is on site, they will be given the opportunity to attend any formal discipline meetings that may involve suspensions or terminations.
- c) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employee 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.

- d) Union stewards may be laid off or reduced in number in accordance with the completion of the various phases of each project. Where possible the Union will be notified prior to a Steward being laid off.

## II) 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 and settling 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. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

- b) Representatives will have access to visit job sites during normal working hours subject to the following:
  - i) The Representative will identify themselves with reasonable advance notice to the appropriate Management personnel prior to arriving at a job site;
  - ii) The Representative will adhere to all applicable safety and security policies and/or regulations, or other owner/client lawful requirements.
  - iii) The Representative will not interfere with the progress of work; and conducts all business in a non-working section of the job site.

4.02 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 forty-four (44) hours each per Contract Agreement at their regular hourly rates for all time spent formally preparing and negotiating the collective agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned. If the quantity of employees or distribution of employees throughout the province warrants additional employees to be appointed to the Negotiating Committee then the Negotiating Committee can be increased from two (2) but only upon mutual agreement between the parties.

4.03 There will be no Union activity on the Employer's premises during working hours, 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 requirements of the job.
- 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 the applicable policies.

- 6.04 New employees will be hired on a probationary period of six hundred (600) hours worked 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 subject to Article 1.04.
- 6.05 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.
- 6.06 Employees rehired within six (6) months of layoff will not reserve a new probationary period. 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/or Administration dues. The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the twentieth (20<sup>th</sup>) 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 Unions' 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/or 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". 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

- a) 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 employee's prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.
- b) In the case of a camp, proper notification is at breakfast time.

### 8.04 Starting Work

An employee who starts work and is prevented from completing their normal work day will receive either four (4) hours pay at their prevailing hourly rate or the number of hours worked multiplied by the prevailing hourly rate, whichever is greater, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer. In such case, the minimum pay will be two (2) hours at the prevailing hourly rate. The employee will also receive their 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 If the shortage of work is for a period longer than the day outlined in Article 8.05 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 and signed by the Employer, the Employee and the Steward or Union.

- 8.07 If the Employer bids on jobs which specify a specific rate schedule the parties agree to meet to determine the base wage rates to be paid for the particular project.

## **ARTICLE 9 – HOURS/DAYS OF WORK & OVERTIME**

- 9.01 For all classifications listed in Schedule “A”, except Flaggers, Skip Hoist Operators and Watchmen, the regular work week will consist of **forty-four (44)** hours per week, consisting of four (4) **nine (9)** hour days and one (1) **eight (8)** hour day, Monday through Friday inclusive. However, where reasonable, and with sufficient notice the regular forty-four (44) hour work week may be adjusted for individual employees to include weekend work. In that case the Weekend shift differential would apply.
- 9.02 Flaggers, Skip Hoist Operators and Watchmen will be placed onto one of the following compressed work week schedules:
- a) A compressed work week of **forty-four (44)** hours by working five (5) days per week (four (4) **nine (9)** hour days and one (1) **eight (8)** hour day); or
  - b) A compressed work week of **forty-four (44)** hours by working four (4) **eleven (11)** hour days per week; or
  - c) A compressed work week averaging **forty-two (42)** hours by working a two week cycle where these employees would be scheduled four (4) **twelve (12)** hour days during the first week and three (3) **twelve (12)** hour days during the second week, or vice versa.



The two week cycle allows an employee to work 84 hours over two weeks for an average of **forty-two (42)** hours per week.

Flaggers, Skip Hoist Operators and Watchmen will be placed onto one of the above schedules and must receive at least one week's notice for a change from one schedule to another. The principles of what constitutes a compressed work week, as stated by Alberta Employment Standards, will be followed.

- 9.03 Employees will be paid overtime at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay for all hours worked in excess of the stated hours in Articles 9.01 and 9.02 **(underlined and in bold)**.

Should an employee miss one or more days of work in a given week, it is understood that no overtime will be paid for additional days worked until the employee exceeds forty-four (44) regular hours of work.

- 9.04 When a General Holiday, as outlined in Article 12.01, occurs during the employee's regular work week, the regular workweek will be reduced by the normal day length. This will result in overtime being paid for all hours in excess of thirty-five (35) or thirty-six (36) hours as applicable for one General Holiday in a regular week, or after twenty-six (26) or twenty-seven (27) hours in the case of two General Holidays in the same week. The same principle shall be followed when working on alternate work schedules as per Articles 9.02, 9.07 and/or 27.

When a General Holiday falls on a regular day off, employees will be given a day off in lieu thereof, subject to scheduling requirements. It is understood that the day off in lieu will generally be moved forward to the next regular work day, unless a project is shut down during that period.



- 9.05 When a scheduled break occurs it will include a Sunday.
- 9.06 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.
- 9.07 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 27.
- 9.08 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.
- 9.09 Coffee Breaks and Meal Periods
- a) There will be two (2) coffee breaks of fifteen (15) minutes each, for employees on each shift as per Article 9.01, one during the first half of the shift and one during the second half of the shift.
  - b) Employees, working as per Article 9.01, 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) Employees, working as per Article 9.01, will be entitled to an additional coffee break after one and quarter hours of overtime worked in a given day.
  - d) For employees working as per Article 9.02, coffee and meal breaks will be as follows:

- Two (2) fifteen (15) minute paid coffee breaks and one thirty (30) minute unpaid lunch break for employees working shift as per Article 9.02 (a).
- Three (3) twenty (20) minute paid breaks per shift for employees working shift as per Article 9.02 (b).
- Two (2) twenty (20) minute paid coffee breaks and one 30 minute paid lunch per shift for employees working shift as per Article 9.02 (c).
- **NOTE:** Employees are not permitted to leave the site when a paid lunch is given for shift as per Article 9.02 (c).

e) For shifts that extend beyond the regular work day, a meal will be provided after ten (10) hours, if the shift is expected to exceed eleven (11) hours.

9.10 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.

9.11 Monday will be deemed the first day of the week.

## **ARTICLE 10 - LAY-OFF PROCEDURE**

10.01 The Employer will give the employee one (1) hour notice of layoff, when possible. One (1) hour pay may be given in lieu of notice.

10.02 The Employer will not be required to give one (1) hour 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.
- 10.04 When there is a shortage of work the Employer will lay-off probationary employees before laying-off non-probationary employees, in the same classification, whenever reasonably possible.

## **ARTICLE 11 - VACATION AND 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. Employees who have five (5) years or more of service shall receive seven (7%) percent vacation pay and those who have ten (10) years or more of service shall receive eight (8%) percent vacation pay. The guidelines that will be used to determine which employees qualify for the seven (7%) or eight (8%) percent vacation pay rate are:
- Their calendar start date must be at least five (5) or ten (10) years ago, respectively.
  - Have worked with the Employer at least eighty (80%) percent of the time since their start date.
  - Have never quit or been terminated for just cause by the Employer.
- 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 & 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 General 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, or any further legislated days.

12.02 Employees required to work on one of the above General Holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.

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

## **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 may incur while working on jobsites beyond a reasonable distance from their residence.
- b) For the purposes of this Agreement, the Employer's base of operations is the centre of Calgary or Edmonton.
- c) A free zone is established at forty (40) kilometers by radius from city centre. For Calgary the radius shall include the complete corporate town/city limits of Airdrie, Cochrane and Okotoks. For Edmonton, the radius shall include the complete industrial project site

of Scotford Plant.

### 13.02 Travel Allowance

Employees assigned to work on a project outside the Employer's base free zone as described in Article 13.01, will be paid a travel allowance according to the following:

- a) Travel allowance will be paid for all projects not accessible by public transportation where the Employer does not provide 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 for travel beyond the free zone of the Employer's base of operations or from the employee's home whichever is closer to the job site.
- c) Travel allowance will be paid on employee's regular pay.
- d) Travel allowances will not be used in computing overtime.
- e) The amount of travel allowance will be fifty-two cents (\$0.52) per kilometer paid to the vehicle driver.

### 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 their base rate of pay for actual time traveled. 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

their own vehicle in the performance of their duties, such employee will be paid at their base rate of pay for actual (reasonable) time traveled from the point of hire to the project and return.

- c) Travel time will be paid to all employees traveling outside of the free zone and will be paid at straight time (generally calculated using posted speed limits) not accrued toward overtime, for travel to and from the worksite.

#### 13.04 Transfers

Stipulated base rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.02 and 13.03. If the employee uses their own vehicle during transfers they will be reimbursed for kilometres travelled at the rate specified in 13.02 (e).

#### 13.05 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 of \$100 per day or another amount otherwise agreed to in a pre-job (as set out in Article 27.02) or alternately the Employer, at their 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. The Employer and the Union may agree to reasonable partial accommodation allowances where the employee elects to commute to their place of residence or supplies their own living accommodation.

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

- b) Accommodation allowance will be paid subject to the following conditions:
  - i) Accommodation allowance begins when an employee reports for their 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.

13.06 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 at a pre-job conference, outlined in Article 27.02.

13.07 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 a) In order to build a cooperative relationship between the Employer, the Union and the employees, Union Management meetings will be scheduled, at the mutual agreement of the Union and Employer. 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. The areas for discussion will include but not be limited to, the following:

- i) safety measures;
- ii) hiring policies;
- iii) discipline and discharge policies;
- iv) training and promotion, and;
- iv) matters that affect the working conditions of the employees.

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 of regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings.

## **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 practical 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 its membership.
- 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 (within Alberta, British Columbia or Saskatchewan) 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 Article 15.06 a) and b).

15.07 The parties recognize the need for a safe workplace free from the effects of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree to the policies as outlined in the Ledcor Group of Companies, Canadian Drug and Alcohol program and the COAA Canadian Model for Providing a Safe Workplace Version 2, October 1, 2010.

15.08 Standard First Aid, Fall Protection, Flagging and CSTS  
All employees are required to hold a valid Standard First Aid Certificate, Fall Protection Certificate, Flagman Training Certificate and a Construction Safety Training System (CSTS) certificate. Employees, who do not successfully complete any of these courses, after three attempts per course, may be dismissed by the Employer. Training for Flagging and CSTS will occur on company time (wages will be paid) for all employees. New hires that do not have valid Standard First Aid or Fall Protection certificates will have three months to obtain the initial certificates on their own time and at their own expense. Employees who have

provided valid Standard First Aid or Fall Protection certificates while employed by the Employer will have any retraining required occur on company time (wages will be paid) and at the Employer's expense.

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

16.01 The Employer agrees to pay an 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 enrollment 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 "B") 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.

16.03 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" will be paid to that employee, upon attainment of their 75th birthday, on each paycheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund,

will not be less than the contributions that would have been made on behalf of the employee if he/she were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally and/or provincially or by this collective agreement.

- 16.04 The Parties agree that the Health and Welfare amounts in Schedules “A” to be effective January 1 of each calendar year are subject to negotiation. These negotiations will take place prior to January 1 of each calendar year. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this Agreement.

## **ARTICLE 17 - RETIREMENT PLANS**

### 17.01 Retirement Savings Plan (RSP)

- a) For Employees hired prior to February 1, 2009 who choose to continue with the RSP plan instead of the CLAC Pension Plan, the Employer agrees to contribute one dollar and thirty-five cents (\$1.35) per hour for each hour worked toward each employee’s participation in the RSP administered by the CLAC Health and Welfare Trust Fund. Affected employees will have the option of continuing their current RSP at one dollar and thirty-five cents (\$1.35) per hour, or to choose participation in the CLAC Pension Plan as per Article 17.02. Employees who choose to participate in the CLAC Pension Plan may do so at anytime, but once they move to the CLAC Pension Plan, they may not return to the RSP option.
- b) 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 employees account will remain the property of the employee subject only to the rules governing RSP Plans.

- c) The Employer's contribution to the CLAC Health and Welfare Trust Fund will be non-refundable, and when deposited will be vested in the employee on whose behalf the deposit was made, in accordance with the terms of the RSP.
- d) Withdrawal of funds and payouts from the RSP will be subject to law and the terms of the Plan.
- e) Employees on whose behalf contributions and deposits are made will receive statements from the financial institution where the deposits are made, mailed to the employee's last address on record with the CLAC Health and Welfare Trust Fund Administrator.
- f) The Employer is saved harmless for all contributions so made.
- g) Where legislation prohibits contributions being made to the Union Sponsored Group RSP because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.01 (a), if applicable, to that employee on each paycheque. This payment, in-lieu of RSP contributions, will not be less than the amount that employee would have received if he/she were still eligible for contributions to the Union Sponsored Group RSP Plan.

## 17.02 Registered Pension Plan

- a) For new employees, and those employees hired prior to January 26, 2009 who choose participation in the CLAC Pension Plan instead of the RSP plan specified in Article 17.01, the Employer agrees to contribute one dollar and ten cents (\$1.10) per hour for each hour worked towards the CLAC Pension Plan. These pension contributions will be made once an employee attains non-probationary status, as per Article 6.04, from their date of hire.
- b) The Employer further agrees to contribute an amount equal to one and one-half percent (1.5%) of each participating employee's regular wage rate for all hours worked for each employee who contributes at least a matching one and one-half percent (1.5%) of their regular wage rate to the CLAC Pension Plan (the Pension Plan), a money purchase plan registered with the Canada Revenue Agency, and the Financial Services Commission of Ontario, under registration #0398594. Both the Employer's and employee's pension contributions, in 17.02 (b), will be made from date of hire unless the employee cancels their authorization.
- c) Each new employee is deemed to have authorized the above pension deductions (in 17.02 b)) by accepting the conditions of the Collective Agreement, as part of their employment with the Employer.
- d) Notwithstanding the presumption of authorization, each employee shall have the option to cancel their authorization altogether. However, employees who cancel their authorization and later wish to resume it may be required to wait up to three months before the Employer can be required to reactivate matching

contributions and deductions.

- e) The Employer will remit the employees' and the Employer's contribution to the Pension Plan, subject to the timeframe conditions specified in Article 7.01, together with an itemized list of the employees and the amounts applicable to each. The Employer is saved harmless for any deductions and remittances so made.
- f) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan including statements to each employee, showing their account balance, including details of all contributions received, and all earnings/losses allocated.
- g) All contributions to the Pension Plan will vest in accordance with the rules of the Pension Plan.
- h) All pension contributions will be recorded on the Employer's remittance to the Pension Plan with voluntary contributions recorded separately. Pension plan remittances are to be sent to the Union Provincial Remittance Processing Centre.
- i) Where legislation prohibits contributions being made to the Union Pension Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.02 (a) and (b), if applicable, to that employee on each paycheque. This payment, in-lieu of Pension contributions, will not be less than the amount that employee would have received if he/she were still eligible for contributions to the Union Pension Plan.



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

### 18.01 Education Fund

The Employer agrees to contribute an amount as set out in Schedule “A” for all hours worked by all employees to the Union Education Fund.

### 18.02 Apprenticeship Training Fund

The Employer agrees to contribute an amount as set out in Schedule “A” for all hours worked by all employees to the Union Apprenticeship Training Fund.

### 18.03 CLAC Alberta Training General Operating Fund

The Employer agrees to contribute an amount as set out in Schedule “A” for all hours worked by all employees to the CLAC Alberta Training Trust Fund. The use of these funds will be for the general operations of CLAC Alberta Training and will be governed by the policies and procedures of the CLAC Alberta Training Trust Fund and its trustees.

### 18.04 Employer Specific Training Fund

The Employer agrees to contribute an amount as set out in Schedule “A” for all hours worked by all employees to an Employer specific training account held in trust by CLAC Alberta Training.

## **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.



- 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 has been established for Journeyman Carpenters and Labourers (see Schedule “C”). The Employer reserves the right to enforce these lists. Additional tool lists may be established, as required.

## **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. The Employer agrees to provide each employee, who has been employed a minimum of one year with the Employer, a safety boot allowance up to a maximum amount of one hundred and seventy five dollars (\$175.00) each calendar year. This allowance is not restricted from applying to one pair of boots and will be paid within a reasonable time period following presentation of an original receipt to the Employer.
- 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 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. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

20.04 In the event that a client's requirement for protective equipment at a specific project site differ from those listed above, the client's requirements will prevail.

## **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) Death of a family member;
- d) Union activity other than this establishment.
- e) Other personal reasons deemed acceptable by the Employer acting reasonably.

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, step-children, legal dependents, siblings or parents, step parents or legal guardians; or the employee's spouse's, child, siblings or parents. 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 or the employee's spouse's grandparents.

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 and receive settlement thereof.

- 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 a 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 from Monday to Friday, except General Holidays. The parties may agree in writing 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 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, where reasonably possible, the employee or a Steward has discussed the complaint with the appropriate management personnel or next in command (i.e.: immediate Supervisor). If the employee's Supervisor, or next in command, 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 6.04, 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 submitted.

### Step 2

If the grievance is not settled in 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 by one party to the other party's designated representative. The responding party will notify the grieving party of their 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 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 will 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 days of their appointment, either party may request the Relevant Provincial 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 will be served personally, by fax, by e-mail 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 their decision will 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 without loss 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 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 – WARNING, SUSPENSION AND DISCHARGE**

- 24.01 Progressive discipline is a process for dealing with job-related behaviour that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance issue or opportunity for improvement exists. The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations. The goal of progressive discipline is to improve employee performance to become an effectively performing member of the organization.

The Employer will ensure that a proper progressive discipline process is in place and consistently used. The process properly features increasingly formal efforts and increasingly serious consequences, (depending on the severity of the issue) to provide appropriate feedback to the employee so that they can correct the problem.

- 24.02 A Steward will be present for all disciplinary meetings, if possible. 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.



- 24.03 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.
- 24.04 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; or
  - iv) The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.
- 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: GENDER CLAUSE**

- 25.01 Where a reference to specific gender is used in this Agreement it will be considered to include both genders equally.

## **ARTICLE 26 - DUES AND TRUST FUND PAYMENTS**

- 26.01 The parties acknowledge that delinquent payments to the Union as per Article 7 for Union Dues 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, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.
- 26.02 Contributions will be made to the Union's Provincial Remittance Processing Centre pursuant to Articles 7, 16, 17 and 18, each month, by the twentieth (20<sup>th</sup>) 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.
- 26.03 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.
- 26.04 Further to Article 26.03, 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.
- 26.05 If the Employer satisfies all its obligations under Articles 26.02, 26.03 and 26.04, 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, and Administration dues, and the Health and Welfare plan, the RSP plan, the Pension plan and the Education, Apprenticeship and Training Trust funds, excluding any costs

the Employer incurs defending such claims.

26.06 The Employer will, and will be deemed to, keep all Union dues, and Administration dues deducted and 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 the Union's 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 the Union's Provincial Remittance Processing Centre for Union dues and 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 27 – COLLECTIVE AGREEMENT AMENDMENTS**

27.01 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 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) calendar 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.

27.02 Pre-Job Conferences - Prior to the start of any significant project, the parties will meet together in a pre-job conference, especially where the project is outside the city limits of Calgary or Edmonton, where parking is not available, or the project includes off hour shifts. This conference should take place before any employees are sent to the project. Such conference will discuss and determine solutions to site specific issues such as those outlined in Articles 8, 9, 13 and Schedules & Notes of this Agreement. Such alternative or amended policies will be established for the duration of the project and will require mutual agreement of the Employer and the Union. A copy of the pre-job conference report will be made available to the parties and each affected employee by posting at the jobsite. This conference can be conducted by teleconference.

**ARTICLE 28 – DURATION**

28.01 This agreement will be effective on the first (1<sup>st</sup>) day of February, two thousand and fourteen (2014) and will remain in effect until the thirty-first (31<sup>st</sup>) day of January, two thousand and sixteen (2016) 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.

28.02 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 Collective Agreement will remain in full force and effect.

Dated at Calgary, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed on behalf of  
**LEDCOR CONSTRUCTION LIMITED**

Signed on behalf of  
**CONSTRUCTION WORKERS UNION  
(CLAC), LOCAL No. 63**

Per \_\_\_\_\_

Per \_\_\_\_\_

This printing is for communication purposes only. Original signed documents are on file at the CLAC office.

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

**Schedule A**  
**Wage Rates**  
**Effective February 1, 2014**

	Wage	Vac/ Stat	H&W	Pension	Matching Pension*	EF	AF	General Training Fund	Employer Specific Training Fund	Total
Foreman – Carpenter	\$40.25	\$4.03	\$1.32	\$1.10	\$0.60	\$0.02	\$0.06	\$0.07	\$0.08	\$47.53
Lead Hand – Carpenter	\$38.25	\$3.83	\$1.32	\$1.10	\$0.57	\$0.02	\$0.06	\$0.07	\$0.08	\$45.30
Carpenter	\$36.50	\$3.65	\$1.32	\$1.10	\$0.55	\$0.02	\$0.06	\$0.07	\$0.08	\$43.35
Cement Finisher	\$33.86	\$3.39	\$1.32	\$1.10	\$0.51	\$0.02	\$0.06	\$0.07	\$0.08	\$40.41
Formfitter	\$30.47	\$3.05	\$1.32	\$1.10	\$0.46	\$0.02	\$0.06	\$0.07	\$0.08	\$36.63
Non-ticketed Carpenter	\$30.47	\$3.05	\$1.32	\$1.10	\$0.46	\$0.02	\$0.06	\$0.07	\$0.08	\$36.63
Senior Surveyor	\$39.50	\$3.95	\$1.32	\$1.10	\$0.59	\$0.02	\$0.06	\$0.07	\$0.08	\$46.69
Surveyor	\$36.50	\$3.65	\$1.32	\$1.10	\$0.55	\$0.02	\$0.06	\$0.07	\$0.08	\$43.35
Assistant Surveyor	\$30.47	\$3.05	\$1.32	\$1.10	\$0.46	\$0.02	\$0.06	\$0.07	\$0.08	\$36.63
Rodman	\$24.17	\$2.42	\$1.32	\$1.10	\$0.36	\$0.02	\$0.06	\$0.07	\$0.08	\$29.60
Skip Hoist	\$24.17	\$2.42	\$1.32	\$1.10	\$0.36	\$0.02	\$0.06	\$0.07	\$0.08	\$29.60
Skip Hoist Entry	\$22.47	\$2.25	\$1.32	\$1.10	\$0.34	\$0.02	\$0.06	\$0.07	\$0.08	\$27.71
Labourer 4	\$25.80	\$2.58	\$1.32	\$1.10	\$0.39	\$0.02	\$0.06	\$0.07	\$0.08	\$31.42
Labourer 3	\$24.17	\$2.42	\$1.32	\$1.10	\$0.36	\$0.02	\$0.06	\$0.07	\$0.08	\$29.60
Labourer 2	\$22.47	\$2.25	\$1.32	\$1.10	\$0.34	\$0.02	\$0.06	\$0.07	\$0.08	\$27.71
Labourer 1	\$18.75	\$1.88	\$1.32	\$1.10	\$0.28	\$0.02	\$0.06	\$0.07	\$0.08	\$23.56
Flagger 2	\$19.85	\$1.99	\$1.32	\$1.10	\$0.30	\$0.02	\$0.06	\$0.07	\$0.08	\$24.79
Flagger 1	\$18.75	\$1.88	\$1.32	\$1.10	\$0.28	\$0.02	\$0.06	\$0.07	\$0.08	\$23.56
Senior Watchman	\$18.75	\$1.88	\$1.32	\$1.10	\$0.28	\$0.02	\$0.06	\$0.07	\$0.08	\$23.56
Watchman	\$15.39	\$1.54	\$1.32	\$1.10	\$0.23	\$0.02	\$0.06	\$0.07	\$0.08	\$19.81

\* only if employee matches

Wage rates for classifications listed in the second paragraph of Article 2.02, and not already listed above, will be subject to negotiation should the employer require such trades.

The parties agree to perform a wage review prior to February 1, 2015. This wage review will involve all stewards and negotiating committee members and any results reached will be final. If no results can be reached the parties will go to arbitration, as per Article 23.

## **Schedule "A"**

### **Page 2**

### **Premiums**

Lead-hand Premium \$1.75/hr  
(over employee's current classification rate)

Foreman Premium \$3.75/hr  
(over employee's current classification rate)

Steward Premiums for:

New Steward or with Tool Box 1	\$0.50/hr
Steward with Tool Box 2	\$0.75/hr
Steward with Tool Box 3	\$1.00/hr

(over employee's current classification rate, as per Article 4.01 I) a))

Lead-hand, Foreman, and Steward premiums become part of wages for overtime purposes.

### **Shift Differentials**

Night shift differential \$3.00/hr  
(for all hours worked when 50% or more of the scheduled shift falls between the hours of 6 pm and 6 am)

Weekend shift differential \$3.00/hr  
(for all regularly scheduled hours worked on a Saturday and/or Sunday)

If an employee's regularly scheduled forty-four (44) hour week includes a Saturday and/or Sunday that employee shall receive a Weekend shift differential for all hours worked on the Saturday and/or Sunday until overtime becomes applicable. The Weekend shift differential will not be cumulative with the overtime premium.

## **Schedule "A"**

### **Page 3**

Employees will not receive both of the above premiums if their regularly scheduled hours include both weekends and nights. They will receive one or the other.

### **Apprentices**

Apprentices will be paid in accordance with current Apprenticeship regulations. At no time, however, will the rate of an apprentice be lower than that of a Labourer 3.

### **Surveyors / Labourers / Flaggers / Skip Hoist Operators**

#### **Senior Surveyor**

- Technical Diploma or Trade School Certificate.
- Fully competent with total stations including technical logs and uploading data.
- Fully understands commercial and civil construction layout procedures and practices.
- Understands commercial construction processes and trade tolerances
- Able to maintain vertical and horizontal control.
- Capable of supervising other surveyors/rodmen and giving technical direction to trades.
- Fully competent with all site layout procedures in commercial and civil construction.
- Fully understands most commercial forming systems.
- Competent blue print reader.



## **Schedule "A"**

### **Page 4**

#### Surveyor

- Technical Diploma or Trade Equivalent.
- Fully competent with total stations including technical logs and uploading data.
- Capable of supervising assistants and giving technical direction to trades.
- Complete understanding of commercial and civil construction.
- Competent blue print reader.

#### Surveyor Assistant

- Requires the supervision of a surveyor or carpenter foreman.
- Competent with the set up of total stations and survey equipment such as laser levels and builders' levels.
- Able to set out limited benchmarks and horizontal layout.
- Understands commercial and civil construction practices.
- Basic understanding of blue prints.

#### Rodman

- Basic understanding of measuring systems.
- Fully capable of using radio communications.
- Some understanding of hand signals.

## **Schedule "A"**

### **Page 5**

#### Labourer 4

- Minimum one (1) years service with Ledcor or sooner at Employer's discretion.
- Demonstrated competence and 200 hours experience in at least four (4) of the following areas:
  - Scaffolding
  - Rigging and Hoisting
  - Excavation / Backfill
  - Formwork
  - Concrete Placement
  - Heating and Hoarding

Employees in Labourer 1 classification will have their wage rate increased to the Labourer 2 rate one (1) year after their start date or sooner at the Employer's discretion.

Employees in Flagger 1 classification will have their wage rate increased to the Flagger 2 rate one (1) year after their start date or sooner at the Employer's discretion.

Employees in Skip Hoist Entry classification will have their wage rate increased to the Skip Hoist rate one (1) year after their start date as a Skip Hoist Entry employee or sooner at the Employer's discretion.

## **SCHEDULE "B"**

### 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). In case of differences to the insurance contract, the insurance contract will apply).*

- \$100,000.00 life insurance per employee under age 65; \$50,000.00 per employee from the ages of 65 to 74;
- \$100,000.00 A.D. & D. per employee under 65; \$50,000.00 per employee from the ages of 65 to 74;
- 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 \$3,000 per person annually and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - 21 and over: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- Weekly indemnity insurance (until age 75) with sixty percent (60%) weekly basic earnings to a maximum of four hundred and eighty five dollars (\$600.00) per week. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident or hospitalization, and the fourteenth (14<sup>th</sup>) 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 \$2,600.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee Family Assistance Program) through Ceridian LifeWorks.

#### **FOR BENEFITS INFORMATION**

**CLAC WESTERN BENEFIT OFFICE**

[www.clac.ca](http://www.clac.ca)

**1-888-600-2522**

**CLAC RETIREMENT SERVICES**

[www.clac.ca](http://www.clac.ca)

**1-800-210-0200**

**SUN LIFE** [www.sunlife.ca/member](http://www.sunlife.ca/member)

**1-800-661-7334**

**LIFEWORKS** (EFAP counseling) [www.lifeworks.com](http://www.lifeworks.com)

**1-866-714-3129**

## **SCHEDULE "C"**

### **Carpenter's Tool List**

**Carpenter's Apron or Tool Belt**  
**Hammer (16-20 oz)**  
**Framing Square**  
**Sliding T-Bevel Square**  
**Metric/Imperial Measuring Tape (25' and 100')**  
**Hand Saw (8pt.)**  
**Wallboard Utility Saw**  
**Level (30" or longer)**  
**Chalk Line**  
**Dry Line (200')**  
**Utility Knife and replacement blades**  
**Wood Chisels (3/8", 3/4", 1")**  
**Cold chisels**  
**Cat's Paw**  
**Pry Bar (30")**  
**Combination Screwdriver and bits**  
**Pencils**  
**Combo/tri-square**  
**Allen key set - metric and imperial**  
**Set of screwdrivers**  
**Glazing bar**  
**Plumb Bob**  
**Tin Snips**  
**Block Plane**  
**Adjustable Wrench (10" or 12")**  
**Lockable Tool Box**  
**Lineman's Pliers**  
**Nail Sets**  
**Hack Saw**  
**Timepiece (not a cell phone)**

### **Labourer's Tool List**

**Tool Apron or Tool Belt**  
**Hammer (16-20 oz.)**  
**Metric/Imperial Measuring Tape (25')**  
**Utility Knife and replacement blades**  
**Cat's Paw**  
**Combination Screw Driver and bits**  
**Adjustable Wrench (10" or 12")**  
**Lineman's Pliers or Side Cutting Pliers**  
**Lockable Tool Box**  
**Timepiece (not a cell phone)**

**The employer will supply a Cordless Drill to those employees who are required by the employer to have one. The drill will be replaced when required, through normal wear and tear.**

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