

# **COLLECTIVE AGREEMENT**

BETWEEN



**TARPON CONSTRUCTION  
MANAGEMENT LTD.**

AND



**CONSTRUCTION WORKERS UNION  
LOCAL 63**

AFFILIATED WITH THE

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

**Duration: November 1, 2013 to October 31, 2015**

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## **COLLECTIVE AGREEMENT**

**BETWEEN: TARPON CONSTRUCTION MANAGEMENT LTD.**  
("the Employer")

-and-

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

**Duration: November 1, 2013 to October 31, 2015**

### **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 ("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, layoff, and recall of employees; and

- 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 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, that violates applicable human rights legislation, or is in bad faith.

1.05 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, working in the Province of Alberta, as defined in the existing Alberta Labour Relations Board (“ALRB”) certificates covering:

66-2012 General Construction Electricians.

The Employer further recognizes the Union as the sole bargaining agent of all other employees in the bargaining unit working in the Province of Alberta as defined in Article 2.02 and/or classified in Schedules A, B and C attached hereto and made part hereof.

2.02 This Agreement covers all employees of the Employer in Alberta when employed in Construction as Electricians, Instrument Technicians, Welders and their Apprentices and Foremen, save and except Supervisors, Office staff and Management Personnel.

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 certification is obtained by the Union for that trade from the ALRB. 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, but are not limited to the following:

- 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; and
- 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, equipment will be vested in the Employer.

3.03 The Employer may only 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.

3.04 The Employer will discuss with the Union, at the pre-job conference, the portion or portions of the project that the Employer wishes to sub-contract and the subcontractors to be hired to do such work.

3.05 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.

## **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 per jobsite 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;
  - iv) The Employer and Union will mutually agree when a chief Steward is implemented.
- b) Stewards will receive the hourly premium as set out in Schedules "A". The Union will advise the Employer in writing the name(s) of the Steward(s).
- c) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. The Employer will notify the Union prior to layoff of a Steward.
- d) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that they 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.



- e) A Steward 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 employee 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. 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 job Supervisor upon arriving at a job site;
  - ii) The Representatives will not interfere with the progress of work.

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.

#### 4.04 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. In general, two employees per one hundred (100) employees to a maximum of six (6) on the Committee will be paid by the Employer to a maximum of 120 employee-hours as a group. If CLAC desires more committee members or negotiations go beyond the allocated one hundred and twenty (120) employee hours, such additional employees and payments must be agreed upon by the Employer. Employees will be paid at their regular hourly rates for all time spent on negotiating this Agreement 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 Employers requirements of the job. The Employer will

submit the names, social insurance numbers and classifications of all requested employees to the Union office in Edmonton 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, provided that such employees obtain a Union dispatch slip and provide it to the Employer before commencing work. The Union agrees to promptly process dispatch slip requests and they will not be unreasonably withheld.

- 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 three (3) calendar month probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration.
- 6.05 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.

- 6.06 An employee who is laid off and rehired by the Employer will not start a new probationary period but will be given credit for their previous employment, provided the employee returns within six (6) months of the layoff.
- 6.07 An employee who quits or is terminated for just cause and is rehired will serve a new probation 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, Administration dues and Permit dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the fifteenth (15<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 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, Administration dues and Permit dues and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.

7.04 The Employer will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes and terminations. The name, address, date of hire, and classification of new employees will be provided to the Union once monthly.

## **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 Schedules A, B and C 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 an authorized representative of the Employer and the Union. If the Union and the Employer are unable to agree upon such wage rates 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 their 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 and notices are posted on the kitchen bulletin board.

#### 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.

8.05 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 signed by the Employer, the employee and the job Steward.

8.07 When work is suspended due to reasons beyond the control of the Employer, the Employer, in consultation with the Union, may decide to pay employees for part or all of the suspension period.

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

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

9.02 Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. On any project with an established shift, overtime will be paid when an employee is required to work on any regularly scheduled day off, provided they have completed their scheduled hours for the week or have been granted an approved leave of absence as per Article 21.

In the event of lost time, make-up time may be scheduled to reach the forty (40) hours per week by mutual agreement between the employee and the Employer.

9.03 When a statutory holiday as outlined in Article 12.01 occurs during the week, overtime will be paid for all regular straight time hours in excess of thirty-two (32) hours.

When two (2) statutory holidays as outlined in Article 12.01 occur during the employee's regular work week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of twenty-four (24) hours.

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

9.05 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime subject to Article 3.01.

9.06 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the

Union for selected contract projects. Such amendments will be noted on the pre-job conference report subject to Article 26.

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 fifteen (15) 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) Employees will receive an additional paid fifteen (15) minute coffee break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period beyond the regular work day. A coffee break shall not apply to the meal break at twelve (12) hours. Flexibility of foregoing the coffee break will be provided by mutual agreement of the crew and the Employer if the additional overtime is estimated to be less than one (1) hour.
- d) Employees who work beyond twelve (12) hours in a day 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. In the absence of camp meals a meal allowance of twenty dollars (\$20.00) will be provided at the Employers discretion.



9.09 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

9.10 Sunday will be deemed the first day of the week.

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

10.01 The Employer will give the employee and the Steward four (4) hours notice of lay-off. Four (4) hours pay may be given in lieu of notice.

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 six (6%) percent of their base wage rate for all hours worked 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 - HOLIDAYS AND HOLIDAY PAY**

12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their base wage rate for all hours worked in lieu of the following holidays:

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

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

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

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

13.01 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.

13.02 The Employer and the Union shall establish by mutual agreement the particulars of all daily transportation allowances, site to camp allowances, transportation terms and surface travel compensation, and accommodation allowances, as may apply to a project or job, in a Pre-Job Conference Report as required in Article 26.03.

Guidelines may include prevailing area compensations and the limitations permitted by Revenue Canada. Consultations with the Union will commence prior to Employer commitments being made to a prospective client.

## **ARTICLE 14 - UNION-MANAGEMENT COMMITTEE**

- 14.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled on each project. 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 will 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 committee. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.
- 14.02 An employee, attending the 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 their wages for time spent attending such meetings.
- 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 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 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 a 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.
- 15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. If an employee requires hospitalization for a period of more than one (1) week the Employer will provide transportation to

an available facility (within Canada) near the employee's home at no cost to the employee.

15.05 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 that, where it considers it to be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation. In general, the parties agree to use the COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), "Canadian Model Version 2 October 1, 2010" and revisions thereafter as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

#### 15.06 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention, the employee is entitled to a modified work program 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 this work 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. The Employer is not required to offer overtime hours to employees on Modified Work Programs. Overtime hours will be subject to recommendation by attending physicians as per Article 15.06 (a) and (b).

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

- 16.01 The Employer agrees to contribute the amount as set out in Schedules A, B and C 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 (1<sup>st</sup>) 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, (See Benefits Outline ) 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 The Parties agree that the Health and Welfare in Schedules A, B, and C 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 do not conclude an agreement before January 1 of each calendar year, all terms and conditions will be retroactive to January 1 once an agreement has been reached. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this Agreement. (This will begin January 1, 2015).
- 16.04 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 Schedules A, B and C will be paid to that employee, upon attainment of their 75 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 provincially, federally or by this Agreement.

## **ARTICLE 17 – RETIREMENT PLANS**

### **17.01 Retirement Savings Plan (RSP)**

- a) The Employer agrees to contribute the RSP amount set out in Schedules A, B and C (5% of the base wage rate for all hours worked) to the Union Sponsored Group RSP (the RSP Plan) for each employee, for each hour worked.
- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the employer.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Schedules A, B and C.
- d) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

## 17.02 Pension

- a) **Employer Pension Contribution:** The Employer agrees to contribute the pension amount set out in Schedules A, B and C (3% of the base wage rate for all hours worked) to the CLAC Pension Plan (the Pension Plan), governed by the CLAC Pension Plan Board of Trustees, for each employee, for each hour worked. Each employee shall also contribute a matching amount via payroll deduction.

**Matching Pension Opt-out:** Any employee who completes the CLAC Pension Plan Participation Opt-Out Form on file with the Employer may opt out of the Pension Plan participation and forego the Employer's contribution. Employees who opt out may be required to wait up to one year before the Employer can be required to reactivate matching contributions and deductions. The Employer, in consultation with the Union, will establish dates on which Employees who have opted out of the program may reapply. These dates will be defined in the Opt-Out Form.

- b) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594.
- c) The Employer agrees to deduct, by way of payroll deduction, voluntary employee pension contributions which are above and beyond those contributions specified in Schedules A, B and C. A request for such deductions shall be submitted to the Employer on a form provided by the Pension Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.



- d) The total amount of all contributions remitted by the Employer on an employee's behalf (employer and employee voluntary), cannot exceed the annual maximum money purchase contribution limits outlined by the Canada Revenue Agency.
- e) Employer and employee voluntary contributions will be recorded separately on the remittance.
- f) In the event that a remittance has not been received by the Union by the date set out in Article 25, the Employer is responsible to compensate the plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.
- g) 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 plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

### 17.03 Retirement Plan Contribution Details

- a) The Employer will remit RSP and Pension contributions to the Union as outlined in Article 25.
- b) The Employer's contributions to the RSP Plan and the Pension Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.

- c) The Union acknowledges and agrees that, other than remitting contributions to the Plans, as set out in this Article 25, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP and Pension Plans or be responsible for providing such benefits.
- d) The Employer agrees to provide the Plan with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

17.04 Where legislation prohibits contributions being made to the Union Sponsored Group RSP and or Pension Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.01 (a) and 17.02 (a) to that employee on each paycheque. This payment, in-lieu of RSP contributions and or Pension Plan 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 and or Pension Plan.

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

### 18.01 Education Fund (EF)

The Employer agrees to contribute an amount as set out in Schedules A, B and C for all hours worked by all employees to the Union Education Fund.

### 18.02 Apprenticeship Training Funds (AF)

The Employer agrees to contribute an amount as set out in Schedules A, B and C for all hours worked by all employees to the Union Apprenticeship Training Fund.

### 18.03 CLAC Alberta Training Trust Fund (TTF)

The Employer agrees to contribute an amount as set out in Schedules A, B and C 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 (ES)

The Employer agrees to contribute an amount as set out in Schedules A, B and C 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 An employee is required to report all damaged or malfunctioning Employer provided tools to their Supervisor as soon as the employee is aware of the damage or malfunction.
- 19.04 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. A required tool list will be identified in the Wage Schedule Notes.
- 19.05 The Employer will reimburse new hired or transferred employees the cost of transporting and insuring one piece of luggage for tools or personal protective equipment above the

baggage policy allowed by the commercial transportation carrier. Receipts are to be submitted to the Employer within seven (7) working days of the employee arriving to site in order to be reimbursed.

The Employer will not be responsible for the cost to transport or insure employee's tools, personal protective equipment, or personal items in the event the employee quits, is temporarily suspended, or dismissed for just cause. In the event of suspension or dismissal the Employer will supervise the employee while they are given the opportunity to gather up their tools.

## **ARTICLE 20 - PROTECTIVE EQUIPMENT**

- 20.01 All employees will wear safety hats to be made available by the Employer.
- 20.02 All employees will wear Grade 1, CSA approved with non slip soles made of Vibram, Thermoplastic Polyurethane, Rubber or Oarprene where required. Boots will be furnished by the employee.
- 20.03 The Employer will supply employees with safety equipment including but not limited to: gloves (suitable for season), hearing protection, non-prescription safety glasses, hard side shields for prescription safety glasses, shields, goggles, , particulate masks, breathing apparatuses and fall arrest equipment, if and when required. Any additional protective equipment may be provided at the Employer's discretion. 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 Prescription Safety Eyewear

The Employer agrees to reimburse any employee 50 percent (50%) of the cost of prescription safety eyewear up to three hundred dollars (\$300.00) according to the following criteria. The employee must have worked twelve hundred (1200) hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional four thousand (4000) hours from the last time reimbursed. If there is a break in employment longer than six (6) months the employee will be required to restart as though they are a new employee with the requirement to work twelve hundred (1200) hours before being reimbursed.

## 20.06 Clothing Allowance

The Employer will pay each employee \$0.36 for each hour worked to cover the cost of certain safety apparel. Each employee will be responsible to purchase the following items on their own and be prepared to use at site where required and appropriate:

The following items will be available for purchase from the Employer. Employees will be deducted the appropriate costs from their payroll over several pay periods as determined between the Employer and employee:

- |                            |                   |
|----------------------------|-------------------|
|                            | (estimated value) |
| 1. Winter Bib Overalls (1) | (\$260)           |
| 2. Winter Parka (1)        | (\$280)           |
| 3. FR Coveralls (4 pairs)  | (\$120 ea.)       |
| 4. FR Rainsuit (1)         | (\$120)           |

These items will be the responsibility of the employee to purchase and bring to site where required:

- |    |                       |               |
|----|-----------------------|---------------|
| 5. | Hard Hat Liner (1)    | (\$75)        |
| 6. | Balaclava (1)         | (\$50)        |
| 7. | Regular Rain suit (1) | (\$20)        |
| 8. | Safety Boots          | (\$160-\$250) |

If employees need to purchase any of these items from the Employer (except safety boots, and regular rain suits) because they are lost or worn, they will be deducted the cost of the item from their pay.

## **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;
- c) Union activity, other than the establishment of this Agreement;
- d) Death of a family member not outlined in Article 21.02;
- e) Job related training; or
- 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 their regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, common-law spouse, parent, child, legal dependent, legal guardian, sibling, sibling-in-law, parent-in-law, grandparents, 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.

In order to qualify for this payment employees must, upon request, provide the employer with proof of funeral. Such proof may include name and phone number of the funeral home, newspaper clippings, etc.

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) A "Grievance" is 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. 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 where they left off at the last step filed by either party. 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 estopped 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 has discussed the complaint with their immediate Supervisor. If the employee's Supervisor 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 other party's designated representative by the grieving party's designated representative. The party representative receiving the grievance will notify the other party's 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 in Step 1, the grieving party's 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 other party's representative. A meeting will be held

between the party's representatives within five (5) work days of the presentation of the written grievance by one party to the other party's 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 3 of Article 22.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.
- 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 applicable 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 their 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 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 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 - WARNING, SUSPENSION AND DISCHARGE**

- 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. Copy of

warnings, in which the consequence of further infractions includes discharge, or suspension, will be submitted to the Union office in the absence of the Steward.

- 24.01 a) 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.
- 24.02 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) 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 The Employee has the option of having a Steward present for all disciplinary meetings. If a Steward is not available another Employee mutually agreed upon by the Employee and Supervision may 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, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.
- 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 fifteenth (15<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.
- 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) working 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 and or Permit dues, the Health and Welfare plan and the RSP and/or Pension plans, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues,

Administration dues and or Permit 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 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 or Permit 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 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) 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 As a general principle, the Employer and Union would like Journeyman Employees within the same trade, performing Industrial Work, and having the same general qualifications, to be eligible for relatively equivalent compensation, including

wages, bonuses, statutory holiday pay, vacation pay, and overtime pay during the shift cycle, for all hours worked.

### 26.03 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 the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties. A pre-job conference report will be endorsed by both 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 first (1<sup>st</sup>) day of - November, two thousand and thirteen (2013) and will remain in effect until, 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) 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 Alberta *Labour Relations Code*, 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 \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed on behalf of  
**TARPON CONSTRUCTION  
MANAGEMENT LTD.**

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

Per _____	Per _____
Authorized Repres	Representative
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p><b>This printing is for information purposes only, original signed copies are on file at the CLAC Edmonton office.</b></p> </div>	
Per _____	Per _____
Authorized Representative	Authorized Representative

## **SCHEDULE "A" – CLASSIFICATIONS AND WAGES**

TARPON CONSTRUCTION MANAGEMENT LTD.										
SCHEDULE "A"										
WOOD BUFFALO										
INDUSTRIAL CONSTRUCTION										
CLASSIFICATIONS AND HOURLY RATES										
As of November 3, 2013										
Classification	Base Wage	Vac/Stat	RSP	Pension*	Clothing Allowance	H&W	EF/AF	ES	TTF	Total
		10%	5%	3%	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	
Electrician	\$44.21	\$4.42	\$2.21	\$1.33	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$54.31
Instrument Technician	\$44.21	\$4.42	\$2.21	\$1.33	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$54.31
Welder	\$42.00	\$4.20	\$2.10	\$1.26	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$51.70
TARPON CONSTRUCTION MANAGEMENT LTD.										
SCHEDULE "A"										
WOOD BUFFALO										
INDUSTRIAL CONSTRUCTION										
APPRENTICESHIP RATES										
As of November 3, 2013										
Classification	Base Wage	Vac/Stat	RSP	Pension*	Clothing Allowance	H&W	EF/AF	ES	TTF	Total
		10%	5%	3%	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	
<b>Apprentice - Electrician</b>										
1st year (60%)	\$26.53	\$2.65	\$1.33	\$0.80	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$33.44
2nd year (70%)	\$30.95	\$3.10	\$1.55	\$0.93	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$38.67
3rd year (80%)	\$35.37	\$3.54	\$1.77	\$1.06	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$43.88
4th year (90%)	\$39.79	\$3.98	\$1.99	\$1.19	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$49.09
<b>Apprentice - Instrument Technician</b>										
1st year (60%)	\$26.53	\$2.65	\$1.33	\$0.80	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$33.44
2nd year (70%)	\$30.95	\$3.10	\$1.55	\$0.93	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$38.67
3rd year (80%)	\$35.37	\$3.54	\$1.77	\$1.06	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$43.88
4th year (90%)	\$39.79	\$3.98	\$1.99	\$1.19	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$49.09
<b>Apprentice - Welder</b>										
1st year (70%)	\$29.40	\$2.94	\$1.47	\$0.88	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$36.83
2nd year (80%)	\$33.60	\$3.36	\$1.68	\$1.01	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$41.79
3rd year (90%)	\$37.80	\$3.78	\$1.89	\$1.13	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$46.74
* Refer to Pension Article 17										

## SCHEDULE "B" – CLASSIFICATIONS AND WAGES

TARPON CONSTRUCTION MANAGEMENT LTD.										
SCHEDULE "B"										
NORTH EASTERN AND NORTH WESTERN ALBERTA - (excluding Wood Buffalo)										
INDUSTRIAL CONSTRUCTION										
CLASSIFICATIONS AND HOURLY RATES										
As of November 3, 2013										
Classification	Base Wage	Vac/Stat	RSP	Pension*	Clothing Allowance	H&W	EF/AF	ES	TTF	Total
		10%	5%	3%	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	
Electrician	\$42.32	\$4.23	\$2.12	\$1.27	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$52.08
Instrument Technician	\$42.32	\$4.23	\$2.12	\$1.27	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$52.08
Welder	\$40.20	\$4.02	\$2.01	\$1.21	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$49.58
TARPON CONSTRUCTION MANAGEMENT LTD.										
SCHEDULE "B"										
NORTH EASTERN AND NORTH WESTERN ALBERTA - (excluding Wood Buffalo)										
INDUSTRIAL CONSTRUCTION										
APPRENTICESHIP RATES										
As of November 3, 2013										
Apprentice	Base Wage	Vac/Stat	RSP	Pension*	Clothing Allowance	H&W	EF/AF	ES	TTF	Total
		10%	5%	3%	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	
<b>Apprentice - Electrician</b>										
1st year (60%)	\$25.39	\$2.54	\$1.27	\$0.76	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$32.10
2nd year (70%)	\$29.62	\$2.96	\$1.48	\$0.89	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$37.09
3rd year (80%)	\$33.85	\$3.39	\$1.69	\$1.02	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$42.09
4th year (90%)	\$38.09	\$3.81	\$1.90	\$1.14	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$47.09
<b>Apprentice - Instrument Technician</b>										
1st year (60%)	\$25.39	\$2.54	\$1.27	\$0.76	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$32.10
2nd year (70%)	\$29.62	\$2.96	\$1.48	\$0.89	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$37.09
3rd year (80%)	\$33.85	\$3.39	\$1.69	\$1.02	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$42.09
4th year (90%)	\$38.09	\$3.81	\$1.90	\$1.14	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$47.09
<b>Apprentice - Welder</b>										
1st year (70%)	\$28.14	\$2.81	\$1.41	\$0.84	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$35.34
2nd year (80%)	\$32.16	\$3.22	\$1.61	\$0.96	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$40.09
3rd year (90%)	\$36.18	\$3.62	\$1.81	\$1.09	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$44.83
* Refer to Pension Article 17										

## **SCHEDULE "C" – CLASSIFICATIONS AND WAGES**

<b>TARPON CONSTRUCTION MANAGEMENT LTD.</b>										
<b>SCHEDULE "C"</b>										
<b>CENTRAL ALBERTA</b>										
<b>INDUSTRIAL CONSTRUCTION</b>										
<b>CLASSIFICATIONS AND HOURLY RATES</b>										
<b>As of November 3, 2013</b>										
Classification	Base Wage	Vac/Stat 10%	RSP 5%	Pension* 3%	Clothing Allowance \$0.36	H&W \$1.45	EF/AF \$0.08	ES \$0.10	TTF \$0.15	Total
Electrician	\$41.59	\$4.16	\$2.08	\$1.25	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$51.22
Instrument Technician	\$41.59	\$4.16	\$2.08	\$1.25	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$51.22
Welder	\$39.51	\$3.95	\$1.98	\$1.19	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$48.76
<b>TARPON CONSTRUCTION MANAGEMENT LTD.</b>										
<b>SCHEDULE "C"</b>										
<b>CENTRAL ALBERTA</b>										
<b>INDUSTRIAL CONSTRUCTION</b>										
<b>APPRENTICESHIP RATES</b>										
<b>As of November 3, 2013</b>										
Classification	Base Wage	Vac/Stat 10%	RSP 5%	Pension* 3%	Clothing Allowance \$0.36	H&W \$1.45	EF/AF \$0.08	ES \$0.10	TTF \$0.15	Total
<b>Apprentice - Electrician</b>										
1st year (60%)	\$24.95	\$2.50	\$1.00	\$0.50	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$31.09
2nd year (70%)	\$29.11	\$2.91	\$1.16	\$0.58	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$35.90
3rd year (80%)	\$33.27	\$3.33	\$1.33	\$0.67	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$40.74
4th year (90%)	\$37.43	\$3.74	\$1.50	\$0.75	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$45.56
<b>Apprentice - Instrument Technician</b>										
1st year (60%)	\$24.95	\$2.50	\$1.00	\$0.50	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$31.09
2nd year (70%)	\$29.11	\$2.91	\$1.16	\$0.58	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$35.90
3rd year (80%)	\$33.27	\$3.33	\$1.33	\$0.67	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$40.74
4th year (90%)	\$37.43	\$3.74	\$1.50	\$0.75	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$45.56
<b>Apprentice - Welder</b>										
1st year (70%)	\$27.66	\$2.77	\$1.11	\$0.55	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$34.23
2nd year (80%)	\$31.61	\$3.16	\$1.26	\$0.63	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$38.80
3rd year (90%)	\$35.56	\$3.56	\$1.42	\$0.71	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$43.39
* Refer to Pension Article 17										

## **SCHEDULE "D" – CLASSIFICATIONS AND WAGES**

TARPON CONSTRUCTION MANAGEMENT LTD.										
SCHEDULE "D"										
SOUTHERN ALBERTA										
INDUSTRIAL CONSTRUCTION										
CLASSIFICATIONS AND HOURLY RATES										
As of November 1, 2013										
Classification	Base Wage	Vac/Stat 10%	RSP 5%	Pension* 3%	Clothing Allowance \$0.36	H&W \$1.45	EF/AF \$0.08	ES \$0.10	TTF \$0.15	Total
Electrician	\$39.00	\$3.90	\$1.95	\$1.17	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$48.16
Instrument Technician	\$39.00	\$3.90	\$1.95	\$1.17	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$48.16
Welder	\$37.05	\$3.71	\$1.85	\$1.11	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$45.86
TARPON CONSTRUCTION MANAGEMENT LTD.										
SCHEDULE "D"										
SOUTHERN ALBERTA										
INDUSTRIAL CONSTRUCTION										
APPRENTICESHIP RATES										
As of November 1, 2013										
Classification	Base Wage	Vac/Stat 10%	RSP 5%	Pension* 3%	Clothing Allowance \$0.36	H&W \$1.45	EF/AF \$0.08	ES \$0.10	TTF \$0.15	Total
<b>Apprentice - Electrician</b>										
1st year (60%)	\$23.40	\$2.34	\$1.17	\$0.70	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$29.75
2nd year (70%)	\$27.30	\$2.73	\$1.37	\$0.82	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$34.35
3rd year (80%)	\$31.20	\$3.12	\$1.56	\$0.94	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$38.96
4th year (90%)	\$35.10	\$3.51	\$1.76	\$1.05	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$43.56
<b>Apprentice - Instrument Technician</b>										
1st year (60%)	\$23.40	\$2.34	\$1.17	\$0.70	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$29.75
2nd year (70%)	\$27.30	\$2.73	\$1.37	\$0.82	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$34.35
3rd year (80%)	\$31.20	\$3.12	\$1.56	\$0.94	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$38.96
4th year (90%)	\$35.10	\$3.51	\$1.76	\$1.05	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$43.56
<b>Apprentice - Welder</b>										
1st year (70%)	\$25.94	\$2.59	\$1.30	\$0.78	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$32.75
2nd year (80%)	\$29.64	\$2.96	\$1.48	\$0.89	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$37.11
3rd year (90%)	\$33.35	\$3.34	\$1.67	\$1.00	\$0.36	\$1.45	\$0.08	\$0.10	\$0.15	\$41.50
* Refer to Pension Article 17										

## Tarpon Construction Management Ltd. Wage Schedule Notes

Premiums will be added to the employee's base wage rate and form the new base wage rate, subject to vacation pay, retirement and overtime roll-ups for all hours worked.

Leadhand	9%
Foreman	18%
Steward	\$0.50
Steward with Toolbox 1	\$0.75
Steward with Toolbox 2	\$1.00
Steward with Toolbox 3	\$1.25
Chief Steward with TB 1	\$1.50
Chief Steward with TB 2	\$1.75
Chief Steward with TB 3	\$2.00
Night Shift	\$2.00

### Terms for Subcontractors

Unless otherwise state below, all articles of the Collective Agreement apply to Subcontractors who only supply the services of one person, henceforth referred to as Direct Service Providers (DSP).

1. Rate schedules and other provisions applicable to various DSP classifications and work descriptions will be set out by mutual agreement between the Employer and CLAC when required.
2. DSP classifications may be established only by mutual agreement between the Employer and CLAC during the term of this agreement. DSP rates will be negotiated between the Employer and CLAC.
3. The provisions outlined in Articles 9, 11 and 12 do not apply to DSPs.

4. All DSPs are required to remit to CLAC, such dues and contractual fees as prescribed by CLAC and as outlined in Article 7. The Employer agrees to deduct such dues from the DSP invoice and remit to CLAC on their behalf.
5. The Employer agrees to deduct from the DSP invoice the rates for RSP, Pension, Health and Welfare, Education and Apprenticeship Funds and Training Funds as outlined in the applicable schedule. Such deductions will be submitted to CLAC in accordance with Articles 16, 17, 18 and 25.

### **Required Tool List**

Hammer

Hack Saw Frame

10" Level

25' 1" Tape Measure

Tri Square

3/8 to 3/4 Wrench Set

5/16 to 7/16 Nut Drivers

10" adjustable Wrench (insulated handle)

10" Aluminum Pipe Wrench

Flat Blade Screwdriver 1/4" and 3/8"

Weidmuller Terminating screwdriver

Phillips Screwdriver

#6, #8, #10 Robertson Screwdrivers

Lineman Pliers

10" Water Pump Pliers

Side Cutters

Wire Stripper

Stakon Pliers (Crimping Tool)

Stripping Knife (approval required)

Needle nose Pliers

1/8 to 3/8" Allen Wrench set

Centre Punch

Tap Wrench

Class 3 Multi Metre (4<sup>th</sup> and Journeyman)

Toolbox

## Quadrant Descriptions (maps attached):

- Schedule D – Southern Quadrant: South of the northern border of TWP 29.
- Schedule B - North Eastern and North Western Quadrants: the area east of the 5<sup>th</sup> meridian and north of twp 46 and the area North of twp 96 – excluding the area defined in the CA as the Wood Buffalo quadrant.
- Schedule A - Wood Buffalo Quadrant: The regional municipality of Wood Buffalo.
- Schedule C - Central Alberta: Includes the remaining areas of the province including Red Deer and Grande Prairie.

## Wage review:

The parties commit to a wage review the month prior to the following effective dates: March 2, 2014, August 31, 2014, and March 1, 2015 to review and evaluate the then current economic climate. The parties will discuss matters pertaining to the base wage rate, and will seek agreement on the appropriateness of further wage adjustments. If the parties cannot agree, the matter may be referred to Arbitration as per Article 23.



## **SCHEDULE "E" - 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 the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 A.D. &D. per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 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 (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 six hundred (\$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 and Family Assistance Program)

### **BENEFITS INFORMATION**

**CLAC WESTERN BENEFIT OFFICE** [www.clac.ca](http://www.clac.ca)  
**RETIREMENT MEMBERCARE (RSP/Pension)**  
**SUN LIFE** [www.sunlife.ca/member](http://www.sunlife.ca/member)  
**LIFEWORKS** ([lifeworks.com](http://lifeworks.com))

**1-888-600-2522**  
**1-800-210-0200**  
**1-800-661-7334**  
**1-866-714-3129**

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Fort McMurray, AB T9K 0T4  
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Toll Free: 877-792-5292  
Facsimile: 780-791-9711  
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**WESTERN BENEFITS**

1-888-600-2522

**CLAC ALBERTA TRAINING**

1-888-700-7555

**RETIREMENT MEMBERCARE**

1-800-210-0200