

CONSTRUCTION/NON-CONSTRUCTION  
MAINTENANCE – NWT

# COLLECTIVE AGREEMENT

BETWEEN

# JFSL

AND



CONSTRUCTION WORKERS UNION  
CLAC LOCAL 63

**OPERATING ENGINEERS, MECHANICS AND TRUCK DRIVERS**

**Duration: March 1, 2015 – October 29, 2017**

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**COLLECTIVE AGREEMENT**

**BETWEEN: JFSL FABRICATION SERVICES INC.**  
("the Employer")

-and-

**Construction Workers Union, CLAC,  
Local 63**  
("the Union")

**Duration: March 1, 2015 – October 29, 2017**

**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 an equitable system for the promotion, discipline, transfer, layoff and rehire 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 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;
- 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 the agreement shall continue in full force and effect.

## **ARTICLE 2 – RECOGNITION**

### **OPERATING ENGINEERS, MECHANICS AND TRUCK DRIVERS**

- 2.01 The Employer recognizes the Union as the sole agent of all employees in the bargaining unit as outlined in the certificate # 9857-U, “All Operating Engineers (Operators), journeyman and apprentice Mechanics and Truck Drivers working in the Northwest Territories issued by the Canadian Industrial Relations Board May 6, 2010” and/or as per the classifications listed in the Schedules attached hereto and made part hereof.
- 2.02 The Employer recognizes the Union as the sole bargaining agent of all employees working in the Northwest Territories, when employed in Non-Construction, Maintenance or Construction, who are employed as journeyman and apprentice Operating Engineers (Operators), Journeyman and Apprentice Mechanics, and Truck Drivers in commercial, institutional, industrial, or for oil, gas and chemical facilities, 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 herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in

writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

3.01 Subject to the terms of this Agreement, the Employer's rights include 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, layoff, recall 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, and equipment will be vested in the Employer.

3.03 The Employer may only contract out work where:

- a) It do not possess the necessary facilities or equipment;
- b) It do not have and/or cannot acquire the required manpower;
- 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.

#### **ARTICLE 4 - UNION REPRESENTATION**

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

##### 4.01 Stewards

- 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 the Agreement. In general, the number of Stewards will be determined as follows:

- i) When there are fifty (50) or less employees - one (1) steward;
  - ii) Over fifty (50) employees, but less than one hundred (100) - two (2) stewards;
  - iii) For every hundred (100) employees beyond one hundred (100) – at least one (1) additional Steward. More Stewards may be added by mutual agreement.
- b)
    - i) Stewards will receive the hourly premium as set out in Schedule “A”. The Union will advise the Employer in writing the name(s) of the Steward(s).
    - ii) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of work. Where possible the Employer will notify the Union prior to layoff if a Steward is affected by a planned lay off.
  - c) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of 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.



A Union Steward will address all new hires during the orientation session. A schedule of Union Steward participation will be mutually agreed upon between the Union and the Employer.

#### 4.02 Representatives

- a) Duly appointed representatives of the Union (“Representatives”) are Representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit site locations during normal working hours subject to the following:
  - i) The Union Representatives will identify themselves to the Supervisor upon arriving at a job site;
  - ii) The Representatives will not interfere with the progress of work.

#### 4.03 The Employer

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

#### 4.04 The Union

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.

#### 4.05 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. The Committee will consist of up to 4 employees representing the membership at the time of bargaining. Committee members will be paid by the Employer to a maximum of forty (40) hours each. Should the Union desire more committee members or should the negotiations go beyond the allocated 40 hours, such additional employees and payments must be agreed upon by the Employer.

### **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 employees recognized in this Agreement.

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 including a lockout in the form of deliberately restricting or reducing the hours of work.

## **ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to qualified union members who are able to meet the requirements of the job. Such employees must have a completed dispatch form on file with the Union before commencing work for the Employer. If the Union is not able to refer qualified Union members, the Employer will be able to hire from outside the Union membership, provided that such employees obtain a completed Union dispatch slip and provide it to the Employer and Union before commencing work. The Employer will submit the names, social insurance numbers and classifications of all requested employees to the Union for approval by the Union. The Employer will ensure that this is accomplished prior to commencement of employment. 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 on the same terms and conditions as are applicable to other members of the Union.

- 6.04 New employees will be hired on a three (3) calendar months 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. When a probationary employee is disciplined and not discharged, the parties agree that the terms stated in Article twenty four (24) will prevail.
- 6.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 6.06 Employees rehired within six (6) calendar months of layoff will not be required to serve a new probationary period.
- 6.07 Employees laid off for a period longer than six (6) calendar months and rehired by the employer will serve a new probation period.
- 6.08 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 fourteenth (14<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 all employees will be provided to the Union once monthly.

## **ARTICLE 8 - WAGE & AREA RATES OF PAY**

8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A" as appropriate to the work. The employer and the Union will jointly determine the wage schedule applicable to a site 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 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) Proper notification in the case of a camp 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 a minimum of four (4) hours pay at their prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.

### 8.05 Call-Back

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

- 8.06 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the 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.
- 8.07 If the shortage of work is for a period longer than the day outlined in Article 8.06 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing signed by the Employer and the employee.
- 8.08 The parties agree that the wage rates in Schedule "A" to be effective September 6, 2015 are subject to negotiation. These negotiations will take place prior to September 6, 2015. If the parties do not conclude an agreement before September 6, 2015, all terms and conditions will be retroactive to September 6, 2015 once the parties have come to an agreement. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this agreement.

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

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

b) **Maintenance/Non-Construction**

The Employer and the Union agree that for Maintenance

Contracts and Plant Operations, flexible work schedules may be agreed to which will vary the number of hours worked in a day or days to be worked in a week, depending on assignment requirements.

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) regular hours per week. On any site with an established shift, overtime will be paid when an employee is required to work on any regularly scheduled day off.

#### 9.03 Statutory Holidays

- a) When a statutory holiday as outlined in Article 12.01 occurs during the calendar week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of thirty-two (32) hours.
- b) When two (2) statutory holidays as outlined in Article 12.01 occur during the calendar 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 Sunday

- a) Sunday will be deemed the first day of the week.
- b) 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.
- 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 contracts. Such amendments will be noted on the pre-job conference report.
- 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 shall receive a paid fifteen (15) minute coffee break at the start of every two (2) hours worked beyond the regular ten (10) hour day. (A coffee break shall not apply to the meal break at twelve (12) hours).
- d) Employees who work beyond twelve (12) hours in a day, will be provided with an additional paid meal period of one half (1/2) hour and a meal will be provided by the Employer.

- e) Alternative Coffee Breaks and Meal Periods may be agreed to by the parties if the parties have agreed to a flexible work schedule as per Article 9.01. Such alternative Coffee Breaks and Meal Periods will be defined in a Prejob Conference Report.

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.

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

### **10.01 Construction**

The Employer will give the employee and the job steward four (4) hours notice of lay-off. Four (4) hours pay may be given in lieu of notice. In the event the Northwest Territories Employments Standards Act ("ACT") warrants more, the Act will prevail.

### **Maintenance**

Employees will receive notice or pay in lieu according to the Northwest Territories Employment Standards Act. Non probationary employees transferred from maintenance to construction will receive a minimum of two (2) weeks work or pay in lieu prior to being subject to a lay-off under the terms of the construction lay-off procedure.

- 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 In the event the NWT Labour Standards warrants more notice or pay-in-lieu of notice for long term employees, then the Labour Standards shall prevail.
- 10.04 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 & VACATION PAY**

- 11.01 All employees will be entitled to receive an amount equal to six percent (6%) of their gross earnings in vacation pay as defined in this Article and in Schedule A for the various types of work performed.
- 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 percent (4%) of their base wage rate for all hours worked as holiday pay in lieu of the following holidays:

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and National Aboriginal Day.

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

12.03 Holiday Pay will be paid to employees on each pay-cheque.

### **ARTICLE 13: TRANSPORTATION, TRAVEL & ACCOMMODATION**

13.01 a) Due to the unique travel situations to each contract or project in the Northwest Territories the parties agree that all issues of transportation, travel and accommodation will be determined at the pre-job conference for each contract or project.

b) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this article is to provide a fair means of compensating employees for additional travel and accommodation expenses they incur while working on projects beyond a reasonable distance from their residence.

### **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 on each site. The meetings will serve as a forum for discussion and consultation about policies

and practices covered by, and not necessarily covered by the Agreement affecting the site. The areas for discussion will include but not be limited to the following:

- i) Safety measures;
  - ii) Discipline and discharge policies;
  - iii) Training and promotion;
  - iv) Hiring policies; and
  - v) Matters that affect the working conditions of the employees.
- b) The Employer and the Union will each appoint representatives to the Union-Management Committee. Meeting notes will record the business of each meeting, and copies will be made available to all employees through the Steward.

14.02 An employee, attending the Union-Management meetings during regular working hours, will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to the employee their regular straight time hourly wage rate for time spent attending each meeting.

## **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 safety consciousness and a personal sense of responsibility among the employees.
- c) It is the intent of the parties to have working conditions that are safe and healthy.

15.04 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

15.05 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility within Canada 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) Where practical, the Employer will inform the Union office of all employees who are assigned to Modified Work and the hours reverted to. The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by attending physicians as per Articles 15.06 (a) and (b).

15.07 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered 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 5 October 8, 2014 as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

#### 15.08 Harassment Policy

Employees are required to follow the Harassment Policy of the Employer. The Employees will be given a copy of this policy upon request.

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

- 16.01 The Employer agrees to pay the amount as set out in Schedule "A" for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- 16.03 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.
- 16.04 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 Schedule "A" 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 federally or by this collective



agreement.

16.05 The Parties agree that the Health and Welfare in Schedule "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 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.

16.06 The parties may agree to amend the Health and Welfare amount in Schedule "A" for specific projects at the pre-job conference as per Article 26 of this Agreement.

## **ARTICLE 17 – RETIREMENT PLANS**

### 17.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute the RSP amount set out in Schedule "A" 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".

- 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) The Employer agrees to contribute the pension amount set out in Schedule "A" to the CLAC Pension Plan (the Pension Plan), governed by the CLAC Pension Plan Board of Trustees, for each employee, for each hour worked.
- 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" . 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) 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**

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 Funds**

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 as specified by the employer. Specialty tools will be provided by the Employer.
- 19.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.
- 19.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

### **ARTICLE 20 - PROTECTIVE EQUIPMENT**

- 20.01 All employees will wear safety hats to be made available by the Employer.
- 20.02 All employees will wear CSA approved safety boots where required, supplied by the employee.
- 20.03 The Employer will supply employees with safety equipment (including gloves, non prescription safety glasses, hard side shields for prescription safety glasses, and fire retardant coveralls if required) and rain gear if and when required. Said equipment will remain the property of the Employer. Any worn out safety

equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer furnished items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

20.04 All employees will wear CSA approved non-prescription Safety glasses or over glasses to be made available by the Employer. Employees may wear their own CSA approved prescription safety glasses with hard side shields if preferred.

20.05 The Employer agrees to annually reimburse any employee fifty percent (50%) of the cost of prescription safety eyewear up to one-hundred and fifty dollars (\$150.00) according to the following criteria:

The employee must have completed their probation period with the Employer for the first reimbursement. The employee must be currently employed with the company at time of submitting the reimbursement claim.

20.06 The Employer agrees to annually reimburse any employee fifty percent (50%) of the cost of safety boot up to one-hundred and fifty dollars (\$150.00) according to the following criteria:

The employee must have completed their probation period with the Employer for the first reimbursement. The employee must be currently employed with the company at time of submitting the reimbursement claim.

## **ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

21.01 The Employer may grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:

- a) Marriage of the employee;
- b) Sickness of the employee or employee's immediate family;
- c) Birth or adoption of the employee's own child;
- d) Union activity, other than the establishment of this agreement;
- e) Death of a family member not outlined in Article 21.02;
- f) Job related training; or
- g) Other personal reasons as approved by the Employer.

21.02 An employee will be granted up to three (3) days leave of absence with pay, at their regular straight time hourly rate, to make arrangement for and to attend the funeral of the employee's immediate family, i.e. spouse including common-law, child, legal dependant, parent, parent-in-law, sibling, grandparents, and grandchild. Further time off without pay may be taken by mutual agreement between the employee and the Employer.

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) "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 Union 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) Policy Grievances

i) A Union "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative of the Union.

ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the employer.

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 Superintendent does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

### Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be presented to the 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 at 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 2 of Article 22.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.
- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement will be followed.

### **ARTICLE 23 – ARBITRATION**

23.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) work days of service and notify the other party of the name and address of its nominee. The

two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) work days of their appointment, either party may request the 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**

- 24.01 A job steward will be present for all disciplinary meetings. When a Steward is not available, the Employer will make a reasonable

attempt to contact a Representative.

24.02 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.

24.03 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.

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

24.05 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.

24.06 Progressive Discipline

Progressive discipline is a process for dealing with job-related behavior 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. Progressive discipline is most successful when it assists an individual 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. The goal of progressive discipline is to improve employee performance.

## **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) work days to correct this error.

**25.04** Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.

**25.05** If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, Administration dues and or Permit dues, the Health and Welfare plan and the RSP and/or Pension plans and the Education and Training funds, 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 or to enable the Employer to compete with non-Union competition and/or with other specific Union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) work days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a Representative of the Union.

### 26.02 Pre-Job Conferences

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

## **ARTICLE 27 - DURATION**

27.01 This Agreement will be effective on the first (1st) of March, two thousand and fifteen (2015) and will remain in effect until the twenty-ninth (29<sup>th</sup>) day of October two thousand and seventeen (2017) 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, unless negotiated otherwise. 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:

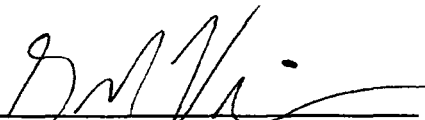
Should negotiations fail, and the parties have fulfilled all the requirements of the *Alberta Labour Relations Code*, and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.

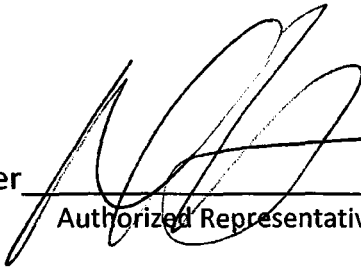
DATED at Edmonton, Alberta, this 11 day of June, 2015

Signed on behalf of  
**JFSL FABRICATION  
SERVICES INC.**

Signed on behalf of  
**CONSTRUCTION WORKERS  
UNION CLAC, LOCAL 63**

Per  \_\_\_\_\_  
Authorized Representative

Per  \_\_\_\_\_  
Authorized Representative

Per  \_\_\_\_\_  
Authorized Representative

Per \_\_\_\_\_  
Authorized Representative

**Schedule "A"**  
**JFSL Fabrication Services - NWT**  
**Classification and Hourly Wages**  
**As of June 7, 2015**

Category	Classification	Wage	Vac (6.0%)	Stat. (4.0%)	H & W	RSP 3%	Pension 3%	EF/AF	TTF	Total
Pipefitter	Journeyman	\$44.96	\$2.70	\$1.80	\$1.50	\$1.35	\$1.35	\$0.08	\$0.15	\$53.89
Pipefitter	3rd yr apprentice (90%)	\$40.46	\$2.43	\$1.62	\$1.50	\$1.21	\$1.21	\$0.08	\$0.15	\$48.67
Pipefitter	2nd yr apprentice (80%)	\$35.97	\$2.16	\$1.44	\$1.50	\$1.08	\$1.08	\$0.08	\$0.15	\$43.46
Pipefitter	1st yr apprentice (70%)	\$31.47	\$1.89	\$1.26	\$1.50	\$0.94	\$0.94	\$0.08	\$0.15	\$38.24
Welder (direct)	B pressure	\$46.71	\$2.80	\$1.87	\$1.50	\$1.40	\$1.40	\$0.08	\$0.15	\$55.91
Welder (direct)	Structural	\$44.96	\$2.70	\$1.80	\$1.50	\$1.35	\$1.35	\$0.08	\$0.15	\$53.89
Welder (direct)	3rd yr apprentice (90%)	\$40.46	\$2.43	\$1.62	\$1.50	\$1.21	\$1.21	\$0.08	\$0.15	\$48.67
Welder (direct)	2nd yr apprentice (75%)	\$33.72	\$2.02	\$1.35	\$1.50	\$1.01	\$1.01	\$0.08	\$0.15	\$40.84
Welder (direct)	1st yr apprentice (60%)	\$26.98	\$1.62	\$1.08	\$1.50	\$0.81	\$0.81	\$0.08	\$0.15	\$33.03
Iron Worker (structural)	Journeyman	\$44.96	\$2.70	\$1.80	\$1.50	\$1.35	\$1.35	\$0.08	\$0.15	\$53.89
Iron Worker (structural)	3rd yr apprentice (90%)	\$40.46	\$2.43	\$1.62	\$1.50	\$1.21	\$1.21	\$0.08	\$0.15	\$48.67
Iron Worker (structural)	2nd yr apprentice (80%)	\$35.97	\$2.16	\$1.44	\$1.50	\$1.08	\$1.08	\$0.08	\$0.15	\$43.46
Iron Worker (structural)	1st yr apprentice (70%)	\$31.47	\$1.89	\$1.26	\$1.50	\$0.94	\$0.94	\$0.08	\$0.15	\$38.24
Insulator	Journeyman	\$42.64	\$2.56	\$1.71	\$1.50	\$1.28	\$1.28	\$0.08	\$0.15	\$51.20
Insulator	4th yr apprentice (90%)	\$38.38	\$2.30	\$1.54	\$1.50	\$1.15	\$1.15	\$0.08	\$0.15	\$46.25
Insulator	3rd yr apprentice (80%)	\$34.11	\$2.05	\$1.36	\$1.50	\$1.02	\$1.02	\$0.08	\$0.15	\$41.30
Insulator	2nd yr apprentice (70%)	\$29.85	\$1.79	\$1.19	\$1.50	\$0.90	\$0.90	\$0.08	\$0.15	\$36.35
Insulator	1st yr apprentice (60%)	\$25.58	\$1.54	\$1.02	\$1.50	\$0.77	\$0.77	\$0.08	\$0.15	\$31.41
Carpenter/Scaffolder	Journeyman	\$42.64	\$2.56	\$1.71	\$1.50	\$1.28	\$1.28	\$0.08	\$0.15	\$51.20
Carpenter/Scaffolder	4th yr apprentice (90%)	\$38.38	\$2.30	\$1.54	\$1.50	\$1.15	\$1.15	\$0.08	\$0.15	\$46.25
Carpenter/Scaffolder	3rd yr apprentice (80%)	\$34.11	\$2.05	\$1.36	\$1.50	\$1.02	\$1.02	\$0.08	\$0.15	\$41.30
Carpenter/Scaffolder	2nd yr apprentice (70%)	\$29.85	\$1.79	\$1.19	\$1.50	\$0.90	\$0.90	\$0.08	\$0.15	\$36.35
Carpenter/Scaffolder	1st yr apprentice (60%)	\$25.58	\$1.54	\$1.02	\$1.50	\$0.77	\$0.77	\$0.08	\$0.15	\$31.41
Millwright	Journeyman	\$44.96	\$2.70	\$1.80	\$1.50	\$1.35	\$1.35	\$0.08	\$0.15	\$53.89
Millwright	4th yr apprentice (90%)	\$40.46	\$2.43	\$1.62	\$1.50	\$1.21	\$1.21	\$0.08	\$0.15	\$48.67
Millwright	3rd yr apprentice (80%)	\$35.97	\$2.16	\$1.44	\$1.50	\$1.08	\$1.08	\$0.08	\$0.15	\$43.46
Millwright	2nd yr apprentice (70%)	\$31.47	\$1.89	\$1.26	\$1.50	\$0.94	\$0.94	\$0.08	\$0.15	\$38.23
Millwright	1st yr apprentice (60%)	\$26.98	\$1.62	\$1.08	\$1.50	\$0.81	\$0.81	\$0.08	\$0.15	\$33.02
Pump Jack Mechanic	Skilled (JM)	\$44.96	\$2.70	\$1.80	\$1.50	\$1.35	\$1.35	\$0.08	\$0.15	\$53.89
Mechanic	4th yr apprentice (90%)	\$40.46	\$2.43	\$1.62	\$1.50	\$1.21	\$1.21	\$0.08	\$0.15	\$48.67
Mechanic	3rd yr apprentice (80%)	\$35.97	\$2.16	\$1.44	\$1.50	\$1.08	\$1.08	\$0.08	\$0.15	\$43.46
Mechanic	2nd yr apprentice (70%)	\$31.47	\$1.89	\$1.26	\$1.50	\$0.94	\$0.94	\$0.08	\$0.15	\$38.23
Mechanic	1st yr apprentice (60%)	\$26.98	\$1.62	\$1.08	\$1.50	\$0.81	\$0.81	\$0.08	\$0.15	\$33.03
Crane Operator	Journeyman	\$44.96	\$2.70	\$1.80	\$1.50	\$1.35	\$1.35	\$0.08	\$0.15	\$53.89
Heavy Equipment Operator	Skilled	\$44.96	\$2.70	\$1.80	\$1.50	\$1.35	\$1.35	\$0.08	\$0.15	\$53.89
Boat Captain	Skilled	\$44.96	\$2.70	\$1.80	\$1.50	\$1.35	\$1.35	\$0.08	\$0.15	\$53.89
Deck Hand	General	\$29.28	\$1.76	\$1.17	\$1.50	\$0.88	\$0.88	\$0.08	\$0.15	\$35.70
Labourer	Skilled	\$30.14	\$1.81	\$1.21	\$1.50	\$0.90	\$0.90	\$0.08	\$0.15	\$36.69
Labourer	Intermediate	\$28.40	\$1.70	\$1.14	\$1.50	\$0.85	\$0.85	\$0.08	\$0.15	\$34.67
Labourer	Entry Level	\$24.11	\$1.45	\$0.96	\$1.50	\$0.72	\$0.72	\$0.08	\$0.15	\$29.70

## Notes to Schedule "A"

Vacation pay is 6.0% of gross earnings and therefore an estimate.

Statutory pay is 4.0% of regular earnings. (base wage x straight time hours)

The following premiums will be added to the base wage rate and will affect RSP, Pension, Overtime and Vacation/ Stat Pay.

Lead hand:	6%	
Foreman:	15%	
General Foreman:	25%	(minimum)
<hr/>		
Safety Watch:	\$1.00	(Available to all labourer classifications, with approved safety watch ticket)
<hr/>		
Night Shift:	\$2.25	
<hr/>		
Dual Ticket	\$2.00	(Applicable for Employees with more than one valid work-related Journeyman certificate that is accepted in Alberta and covered within the scope of this agreement)
<hr/>		
First Aid Ticket	\$0.25	
<hr/>		
Alloy	\$5.00	(Alloy premium will be paid to the welder only when utilizing alloy or when work requires ticketed skill)
<hr/>		
Steward	\$1.00	
Steward Toolbox 1	\$1.00	
Steward Toolbox 2	\$1.25	
Steward Toolbox 3	\$1.50	

**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).*

- \$60,000.00 life insurance per employee under the age of 65; \$30,000 per employee from age 65 up to and including age 74;
- \$60,000.00 A.D. &D. per employee under the age of 65; \$30,000 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**

<b>CLAC WESTERN BENEFIT OFFICE</b> <a href="http://www.clac.ca">www.clac.ca</a>	<b>1-888-600-2522</b>
<b>GREAT-WEST LIFE (RSP)</b> <a href="http://www.grsaccess.com">www.grsaccess.com</a>	<b>1-800-724-3402</b>
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