

# AGREEMENT

BETWEEN **QUINN CONSTRUCTION LTD.**  
(hereinafter referred to as the "Employer")

AND **QUINN CONSTRUCTION LTD. EMPLOYEES'  
ASSOCIATION**  
(hereinafter referred to as the "Association")

February 1st, 2016 – January 31<sup>st</sup>, 2017

## Article 1 - Purpose

- 1.1 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- (a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
  - (b) to provide and maintain working conditions, hours of work, wage rates, and benefits as set forth herein;
  - (c) to establish an equitable system for the promotion, transfer, layoff, and recall of employees;
  - (d) to establish a just and prompt procedure for the disposition of grievances;
  - (e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Association and the Employer, which will be conducive to their mutual well-being.
- 1.2 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Association of such rights and privileges.
- 1.3 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.

## **Article 2 - Recognition**

- 2.1 This Agreement covers all employees of the Employer in Alberta.
- 2.2 There shall 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. Should classifications and rates other than set out in Appendix "A" (see Article 25) be required, the Employer and the Association shall meet and agree as to applicable rate(s).
- 2.3 The Association and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and should the necessity arise, may by agreement in writing, with the association executive & members, add, amend or delete any terms or condition of the Agreement for the duration of the job or project.

## **Article 3 - Management's Rights**

- 3.1 The Employer's rights, subject to this Agreement, include but are not limited to the following:
  - (a) the right: to maintain order, discipline and efficiency; to make, alter, and enforce rules and regulations, policies, and practices, to be adhered to by its employees; to discipline and discharge employees for just cause;
  - (b) the right: to select, hire, and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
  - (c) the right: to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes, and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct, and control the operations of the Employer, without interference.
- 3.2 The sole and exclusive jurisdiction over operations, building, machinery, equipment shall be vested in the Employer.

- 3.3 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Association, and the employees.

#### **Article 4 - Association Representation**

- 4.1 For the purpose of representation with the Employer, the Employer recognizes that:

(a) the Association has the right to appoint Process Liaisons to assist employees in presenting complaints or grievances and to enforce and administer the Agreement. The number of Process Liaisons shall not normally exceed two (2) per project. Projects involving fewer than fifty (50) employees may be limited to one (1) Process Liaison. The Association will advise the Employer, in writing, of the names of Process Liaisons;

i. liaisons will receive the hourly premium of \$2.00; payment to be split equally between the Association and the Employer.

(b) duly appointed Representatives of the Association 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' bargaining rights as well as any other rights under this Agreement and under the law. Process Liaisons shall not act in the capacity of representatives unless duly appointed. The Association will advise the Employer, in writing, of the names of its duly appointed Process Liaisons;

(c) The Process Liaisons and the Association Board members will require development training, mutually approved by the Association and Management, and the Association agrees to pay for the course fees and wages of such training through the general fund.

- 4.2 The Association acknowledges that Process Liaisons have regular duties to perform as employees of the Employer and 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 Process Liaisons at their regular hourly rate for time spent attending such duties during their work hours.

- 4.3 Representatives of the Association will have access to visit job sites or

fabricating shops during normal working hours subject to the following:

- (a) the Association Representative shall identify himself/herself to the job Supervisor upon arriving at a job site;
- (b) in no case will such Association Representative interfere with the progress of work.

- 4.4 The Association has the right to appoint a Negotiating Committee. Employees to a maximum of two (2) on the committee shall be paid by the Employer to a maximum of thirty-two (32) hours per Agreement at their regular hourly rates for all time spent on negotiating an agreement with the Employer.
- 4.5 Process Liaisons will be laid off or reduced in number in accordance with the completion of the various phases of each project. Subject to operating requirements of the Employer, the Association may request that Process Liaisons be retained on the job or project in the reduction of the work force. When so requested, the Employer may assign the Process Liaison to a classification the Process Liaison is qualified in the opinion of the Employer, to perform. In the event the Employer transfers the Liaison to another project, a new Process Liaison shall be appointed by the Association. The Employer will notify the Association prior to layoff, if a Liaison is affected by a planned layoff.
- 4.6 There shall be no Association activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 4.7 The Employer will make every attempt to notify the Association of new project specifications including; location, number of employees and rates, in order to allow the Association to obtain proper representation needed in these areas.

#### **Article 5 - No Strikes or Lockouts**

- 5.1 During the term of this Agreement, or while negotiations for a further agreement are being held the Association will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation.
- 5.2 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 Association Membership**

- 6.1 The Association and the Employer will cooperate in maintaining a desirable and

competent labour force. The Employer has the right to hire new employees as needed and will give preference for employment to Association members and to past members of the Association who have been laid off by the Employer within the six month period immediately preceding the time of the new hiring, provided such applicants are qualified, in the Employer's opinion, to meet the requirements of the job.

- 6.2 Neither the Employer nor the Association will compel employees to join the Association. The Employer will not discriminate against any employee because of Association membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Association. At the commencement of employment (at orientation), each new employee will receive a welcome letter from the Association indicating the names of the Association Board members and Association representatives. In addition, a new hire list will be sent each week from Quinn Human Resources to the Association.
- 6.3 The Association agrees that it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Association.
- 6.4 It shall be the policy of the Employer to promote from within wherever possible. Preference will be given to Association members for promotion, provided that such applicants are qualified in the Employer's opinion, to meet the requirements of the promotion.
- 6.5 New employees will be hired on a 90 working day probationary period and thereafter shall attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, or qualification shall be in the discretion of the Employer.
- 6.6 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employee. Employees laid off and recalled by the employer within one (1) year of previous employment shall not serve a new probationary period.

#### **Article 7 - Check-off**

- 7.1 The Employer agrees to check-off from each employee the amount equal to the Association dues, once monthly, and where applicable an amount equal to Association dues arrears or Association initiation fees. The total amount checked off will be turned over to the Association's Secretary each month within 30 days after the end of the month in which the amounts were checked off, together with an itemized list of the employees for whom the deductions are

made and the amount checked off for each. The Association and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.

- 7.2 Employees who, because of religious or conscientious objections cannot support the Association, may apply to the Association, in writing, to re-direct their dues to a mutually agreed charitable organization. The Association will treat such requests in accordance with its policy, which shall not violate the provisions of the Labour Relations Code.
- 7.3 The Association will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Association dues, which is normally one (1) hour at the Employee's regular rate of pay per month, and the Association shall save the Employer harmless for all such deductions.

## **Article 8 - Wage Rates of Pay**

- 8.1 Wage Schedules and other provisions applicable to various job classifications are as set forth in Appendix "A" (see Article 25). It is understood and agreed that the Employer needs to set rates on projects (on a project basis).
- 8.2 The Employer and the Association during the term of this Agreement may establish additional classifications.
- 8.3 Orientation Time  
Employees will be compensated for the time it takes to deliver the orientation based on each site requirement. Orientation time is defined as: Payroll sign up, viewing required client and Employer videos and completing benefit documents. Time spent for Drug & Alcohol testing is not considered orientation time under the definition and will not be compensated.
- 8.4 Show Up Time  
An employee who reports for work as scheduled, without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of two (2) hours pay at his/her prevailing hourly rate. The employee shall also receive his/her full subsistence allowance if and when applicable.
- 8.5 Starting Work

An employee who starts work and is prevented from completing his/her normal work day shall receive a minimum of four (4) hours pay at his /her prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours. The employee shall also receive his/her full subsistence allowance if and when applicable.

- 8.6 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.
- 8.7 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.
- 8.8 When the Employer bids on jobs, which specify a specific rate schedule, the Employer will notify the Association of the difference in rates with a variance document and employees accept project specific rates when signing off on employment contracts.
- 8.9 It is understood and agreed that the wage rates and other provision set out may be amended by mutual agreement between the Employer and the Association for specific projects in order to enable the Employer to compete with non-association competitors and/or with specific Association projects agreement rates.
- 8.10 The Employer agrees to meet with the Association every six (6) months to review the status of the market and the company's ability to enter into wage negotiations with its clients. Any disputes to be resolved in accordance with Article 21.2.
- 8.11 Temporary Foreign Workers  
The Employer agrees to compensate temporary foreign workers at the same rate of pay as an equally qualified Association employee working on the same site or project.

## **Article 9 - Hours of Work and Overtime**

- 9.1 The normal workweek shall be as outlined by Alberta Employment Standards.

- 9.2 The overtime rates to be paid shall be as outlined by Alberta Employment Standards.
- 9.3 When a statutory holiday occurs during the employee's regular workweek, employees shall receive overtime pay as outlined in the Alberta Employment Standards for all hours worked on that day. Exceptions will be agreed to by the parties.
- 9.4 The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.5 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Association for selected contract projects.
- 9.6 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall 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 8.4 and 8.5.
- 9.7 There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift. Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked. Employees shall be entitled to an additional coffee break for every four (4) hours overtime worked in a given day.
- 9.8 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.
- 9.9 Per Alberta Employment Standards, the Employer agrees to provide a minimum of 24 hours written notice for changes in shifts and at least 8 hours rest between shifts.

#### **Article 10 - Vacation and Vacation Pay**

- 10.1 All Employees shall be entitled to vacation pay based on seniority in the amount equal to six (6%) percent, of the regular time wages of the employee in the preceding biweekly period, with 1 – 10 years' service and eight (8%) percent for employees with greater than 10 years of uninterrupted service unless otherwise dictated by individual client contracts governed by Employment Standards as a minimum.

- 10.2 Vacation pay and statutory holiday pay shall be paid to employees as an addition to each regular pay cheque. Such payments shall be made biweekly.
- 10.3 The Employer will grant vacations at the times requested considering business requirements.

### **Article 11 - Holidays and Holiday Pay**

- 11.1 Employees shall be entitled to receive an amount equal to 4.4% of their regular time wages in lieu of the following holidays:
- |                                       |                  |
|---------------------------------------|------------------|
| New Year's Day                        | Labour Day       |
| Good Friday                           | Thanksgiving Day |
| Victoria Day                          | Remembrance Day  |
| Canada Day                            | Christmas Day    |
| Family Day                            | Boxing Day       |
| Heritage Day (first Monday in August) |                  |
- 11.2 For purposes of overtime pay, employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1 ½) times his/her regular wages for all hours worked unless otherwise dictated by individual client contracts governed by Employment Standards as a minimum.

### **Article 12 - Transportation, Travel, and Subsistence**

- 12.1 It is recognized by the Employer and the Association that the purpose of transportation, travel, and subsistence allowances as established in this Article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.
- 12.2 For the purposes of this Agreement, the Employer's base of operations is defined as Foothills, Lakeland and Parkland Districts in Alberta and the jobsite.
- 12.3 There shall be a free travel and subsistence zone established for the Employer's base of operation at eighty (80 km) kilometres radius.
- 12.4 A. Travel Allowance

The Employer and the Association may agree to reasonable partial subsistence allowances where the employee elects to commute to his/her place of residence or supplies his/her own living accommodations.

Employees assigned to work on a project outside the Employer's base free zone

as defined in Article 12.3, and who reside outside the job site free zone established in 12.3, shall be paid a travel and/or subsistence allowance according to the following:

- (a) travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer;
- (b) when travel allowance is applicable the employee will be paid from the Employer's shop or from the employee's home, whichever is closer to the job site;
- (c) travel allowance will be paid only for the beginning and end of a project and again if the employees are laid off and recalled to the same project. Employees who quit the job within twenty-one (21) days shall not be entitled to travel allowance;
- (d) travel allowances will not be used in calculating overtime;
- (e) the amount of travel allowance shall be subject to negotiation and agreement between the Employer and the Association, with the cost of public transportation and duration of travel as guidelines.

#### B. Travel Time

On all projects, regardless of accessibility or isolation, where an employee transports an Employer's vehicle to the job for employer purposes, such employee will be paid his/her regular rate of pay for actual time travelled. Such employees will not receive duplicating travel allowances.

#### C. Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 12.4 and 12.5.

#### D. Daily Travel

Daily travel allowance will be paid subject to the following conditions:

- 1) when an employee is required to travel daily to a project that is greater than eighty (80 km) kilometres by radius from his/her permanent residence or temporary residence when receiving subsistence allowance;
- 2) where an employer does not provide transportation;

- 3) where the project is outside the free travel zone established in Article 12.3;
- 4) the daily travel allowance will be subject to agreement between the Employer and the Association for each project.

#### E. Subsistence Allowance

(a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay daily subsistence allowance to cover room and board or alternately the Employer, at his discretion will provide at the Employer's expense, room and board accommodation for the employees. Subsistence allowance per day may change subject to agreement by the Employer and Association. Based on area and seasonal cost with room costs based on two (2) employees per room a minimum of \$40.00 to be for food allowance. Allowance will not be paid for any day on which an employee does not work of his/her own accord for reasons other than a job-related accident.

(b) Subsistence allowance will be paid subject to the following conditions:

- i) to be eligible for subsistence, an employee's permanent residence must be eighty (80 km) kilometres radius from the job site;
- ii) subsistence allowance begins when an employee reports for his/her first scheduled shift;
- iii) subsistence allowance will be paid for all work days and all show up days outlined in Article 8.4;
- iv) the project must be outside the free travel zones established in Article 12.3.

#### F. Turnarounds

During the course of a project the work schedule may provide for turnaround periods to allow employees reasonable time off. If time and cost reimbursement is applicable it will be subject to agreement by the Employer and Association. The cost of public transportation will be in the guideline.

12.5 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel, and room and board. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Association.

### **Article 13 - Association-Management Committee**

13.1 The parties to this Agreement pledge to work towards the greatest possible

degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour/management relations:

- (a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- (b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production, and marketing;
- (c) the enterprise requires authority relationships under a strong central leadership or management;
- (d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive;

13.2(a) In order to further the aims of the enterprise, the parties agree to schedule Association-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Agreement. The areas for discussion shall include but not be limited to:

i) discipline and discharge policies;

ii) training and promotion;

iii) safety measures;

iv) matters that affect the working conditions of the employees that have been unable to be solved at an operational level.

(b) the Employer and the Association shall each appoint representatives to the Association-Management Committee. The minutes shall record the business of each meeting and be distributed after each meeting by an Employer representative.

13.3 A committee member attending the Association-Management meetings during regular working hours shall be entitled to his/her regular hourly rate of pay. In the event that such meetings are held outside the regular working hours, the Employer agrees to pay the committee members' regular hourly rate for each meeting attended.

13.4 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Association, and the employees.

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

## **Article 14 - Health and Safety**

- 14.1 (a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment;
- (b) the Association undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership;
- (c) it is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- (d) each Association Site Liaison will work with the Site Safety Advisor to address any safety concerns on behalf of members.

14.2 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Association and employees.

14.3 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of his/her shift.

14.4 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.

14.5 All safety matters shall be handled in accordance with the established Workers' Compensation procedures and the Employer's Safety Manual.

### 14.6 Light Duty Work Programs

If an employee is injured on the job and requires medical attention the employee is entitled to Light Duty Work and he/she shall inform the attending physician of the same.

The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval.

### 14.7 Safety Award

The Employer and Association agree to review annually the Safety Award

Program and to mutually agree upon a standard Safety Program.

### **Article 15 - Health and Welfare Plan**

- 15.1 The Employer will continue its current Health and Welfare Plan if mutually agreed by the parties. The parties will review the issue of health and welfare benefits, with a view to renegotiations of those benefits. Any dispute will be resolved pursuant to Article 21.2.
- 15.2 The Employer agrees to pay one hundred (100%) percent of the cost of all insurance benefit plans excluding LTD.

### **Article 16 - Group RRSP Plan**

- 16.1 The Employer agrees to contribute 6% of base pay (site specific) for each hour worked toward each employee's participation in the Association Group RRSP Plan unless otherwise dictated by individual client contracts. Thereafter all future contributions shall be deposited in the same manner and shall remain the property of the employee subject only to the rules governing RRSP.
- 16.2 The Employer's contributions to the Group RRSP Plan shall be non-refundable, and shall be invested as directed by the employee on whose behalf the contribution was made, in accordance with the terms of the Plan.
- 16.3 Withdrawal of funds and payouts from the Plan shall be subject to law and the terms of the Plan.
- 16.4 Employees on whose behalf contributions are made to the Plan shall receive an annual statement from the Plan, mailed to their last address on record with the Plan Administrator, showing their accumulated balance to date and the amounts contributed during the year covered by the statement.
- 16.5 The Employer shall be saved harmless for all contributions and administration of the Group RRSP.

### **Article 17 - Tools**

- 17.1 The Employer shall provide tools that are common to trades, including specialty tools.
- 17.2 The employees shall be held responsible for all tools issued to them by the Employer. The Employer shall provide adequate security for all tool storage on the site.
- 17.3 The Employer in consultation with the Association shall establish the list of

tools to be supplied by trades.

### **Article 18 - Protective Equipment**

- 18.1 All employees shall wear safety hats to be made available by the Employer. Employee supplied hats (scaffolders and Ironworkers only) shall be allowed subject to meeting safety standards established by the employer and OH&S. The hardhat's outer shell shall not be obstructed by stickers or other items to a point where a visual inspection is not possible. The Employer's logo shall be applied (in sticker form) to the front of the hardhat.
- 18.2 All employees shall wear gloves and rain gear where required, furnished by the Employer.
- 18.3 The Employer will furnish employees with safety equipment (including safety eyewear) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.
- 18.4 The Employer agrees to reimburse eligible employees up to a maximum of \$200.00 per calendar year for expenses directly related to approved safety footwear. Costs covered will include purchase of safety boots, repairs and toecaps. To be eligible, employees require a minimum of 500 hours of work in the calendar year and must be actively working. A Safety Boot reimbursement form must be completed and original receipts attached.

### **Article 19 - Leaves of Absence and Bereavement Pay**

- 19.1 The Employer shall grant leaves of absence without pay for the following reasons:
- (a) marriage of the employee;
  - (b) sickness of the employee or employee's immediate family;
  - (c) death in the family;
  - (d) Association activity other than directly relating to the Employer.
- 19.2 Leaves of absence under Article 19.1 shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.
- 19.3 Upon meeting eligibility requirements an employee will be granted five (5) days leave of absence with pay, at his/her regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's "immediate" family member. "Immediate" is defined as father, mother, spouse or child of

the employee.

- 19.4 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

## **Article 20 - Grievance Procedure**

- 20.1 The parties to this Agreement recognize the Process Liaisons and the Association Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.
- 20.2 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
- A "Group Grievance" is defined as a single grievance, signed by a Process Liaison or an Association 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 shall be listed on the grievance form.
- A "Policy Grievance" is defined as one that involves a question relating to the interpretation, application, or administration of this Agreement.
- A Policy Grievance shall be signed by a Process Liaison or an Association Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 20.3 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "workdays".
- 20.4 The Employer or the Association shall not be required to consider or process any grievance which arose out of any action or condition more than ten (10) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. If the Employer does not consider or process a grievance, which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitratable.
- 20.5 No employee shall have a grievance until he/she has discussed his/her complaint with his/her superintendent. If the employee's superintendent does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

### Step 1

Subject to the conditions of Article 6.5, if a grievance is to be filed it shall,

within the ten (10) working days referred to in Article 20.4 above, be reduced to writing and shall be presented to the designated Employer Representative by a Process Liaison or an Association Representative. The designated Employer Representative shall notify the Association Representative of his/her decision in writing no later than 5 (5) workdays following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- (a) the facts giving rise to the grievance;
- (b) the section or sections of the Agreement claimed violated;
- (c) the relief requested; and shall be signed by the employee or employees involved.

### Step 2

If the grievance is not settled in Step 1, an Association Representative shall within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the designated Employer Representative. A meeting will be held between the Process Liaison or Association Representative together with the griever involved and the designated Employer Representative and other Representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written grievance to the designated Employer Representative. The Employer shall notify the Process Liaison or Association Representative of his/her decision in writing within five (5) workdays of such meeting.

### Step 3

In the event that the grievance is not settled at Step 2, the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Process Liaison or Association Representative but not thereafter.

## 20.6 Association Policy Grievance or Employer Grievance

An Association policy grievance or an Employer grievance may be submitted to the Employer or the Association, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the Griever. A meeting between the Employer and the Association shall be held within five (5) work days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 20.5 hereof. The Employer or the Association, as the case may be, shall give its written decision within five (5) workdays after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) workdays of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Association's intention to proceed to arbitration within five (5) workdays, the Employer shall not be liable for any damages during the foregoing fifteen (15) workday period.

The provisions of this paragraph 20.6 shall not be used by the Association to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute, and the provisions of Articles 20.4 and 20.5 hereof shall not thereby be bypassed.

## **Article 21 - Dispute Resolution**

- 21.1 Any grievance/dispute between the Employer and the Association and/or employees, involving the interpretation, application, or any alleged violations of this Agreement, may, by mutual agreement of the parties in writing, be referred by either party to:
- (a) Consensual mediation-arbitration pursuant to the *Labour Relations Code*;  
or
  - (b) A mediator-arbitrator agreed to by the parties who shall:
    - (i) investigate the difference;
    - (ii) define the issue in the difference; and
    - (iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect to the grievance procedure.
- 21.2 Any dispute between the parties regarding the wage reviews noted in Article 8 and/or the benefits review noted in Article 15 shall be dealt with as follows:
- (a) where the parties fail to reach agreement on a wage review within one (1) month of the anniversary date of the Agreement, any remaining differences may be submitted by either party to an agreed upon arbitrator, selected from the Government of Alberta Grievance Arbitration Roster, for final and binding settlement.
  - (b) factors to be considered by the arbitrator shall include cost of living increases and the competitive position of the Employer in the industry.

## **Article 22 - Arbitration**

- 22.1 If a notice of desire to arbitrate is served, the two (2) parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall form the Arbitration Board and attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairperson.
- 22.2 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the grievance.
- 22.3 The decision of the majority of the Arbitration Board governs, but if there is no majority the decision of the Chairperson of the Arbitration Board, governs.
- 22.4 Notice of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 22.5 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 21.1, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the grievance and his/her decision shall be final and binding upon both parties.
- 22.6 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 Articles 20, 21 and 22 where it appears that the default was owing to reliance upon the words or conduct of the other party.
- 22.7 An employee found to be wrongfully discharged or suspended may be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 22.8 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty, which, in its opinion, is just and equitable. This cause shall not apply to the discharge of a probationary employee.
- 22.9 Each of the parties hereto will bear the expenses of the arbitrator appointed by

it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

- 22.10 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 20.5 and in Articles 21.1 and 21.2 hereof.

### **Article 23 - Discharge, Suspension, and Warning**

- 23.1 An employee may be suspended or discharged for just cause by the Employer. Just cause may include, but is not limited to, the refusal by an employee to abide by Safety Regulations; the use of illegal narcotics or alcohol, or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirement of the Employer's clients, or the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices. Such suspension or discharge is subject to the Grievance procedure.
- 23.2 When the attitude or performance of an employee calls for a warning by the Employer such a warning shall be noted by the foreman/supervisor. The foreman/supervisor shall inform the Association Process Liaison or the association management committee, of the warning within twenty-four (24) hours.

### **Article 24 - Duration**

- 24.1 This Agreement shall be effective on the **1st day of February, 2016** and shall remain in effect until the **31 day of January , 2017** unless notice shall be given by either party of the provisions contained herein, within the period from one hundred and twenty (120) to (60) days prior to the renewal date. Should either of the parties give such notice, this Agreement shall continue until the parties renew, revise or reach a new Agreement.

### **Article 25 – Appendix “A”**

- 25.1 The provisions set out in Appendix “A”, as amended from time to time, form part of the Agreement.

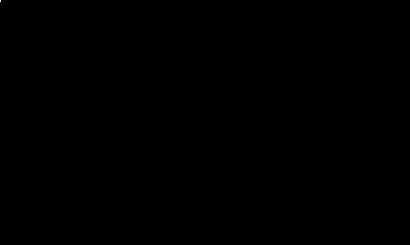
*Note: The Association’s Executive and the Employer will both maintain a copy of Appendix “A”.*

DATED at Blackfalds, AB this 1 day of February, 2016.

Signed on behalf of  
Quinn Construction Ltd.

Signed on behalf of  
Quinn Construction Ltd  
Employee's Association

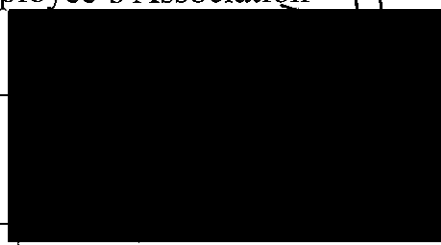
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**Appendix "A"**

CLASSIFICATION		Base Rate	Overtime Rate
MAINTENANCE / CONSTRUCTION TECHNICIAN 6	MT6 / CT6	\$ 29.80	\$ 44.70
MAINTENANCE / CONSTRUCTION TECHNICIAN LEAD HAND	MTLH / CTLH	\$ 32.78	\$ 49.17
CRAFTSMAN	CR	\$ 35.74	\$ 53.61
CRAFTSMAN LEAD HAND	CRLH	\$ 38.24	\$ 57.36
SENIOR CRAFTSMAN	SCR	\$ 38.16	\$ 57.24
SENIOR CRAFTSMAN LEAD HAND	SCRLH	\$ 41.66	\$ 62.49
FIELD COORDINATOR	FC	\$ 43.66	\$ 65.49
SHIFT DIFFERENTIAL	\$2.00		