

COLLECTIVE AGREEMENT

BETWEEN



**WILLBROS FACILITIES & TANKS
(CANADA) LP**

AND



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

Affiliated with the

Christian Labour Association of Canada

Duration: August 14, 2012 – August 31, 2014

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

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COLLECTIVE AGREEMENT

**BETWEEN: WILLBROS FACILITIES & TANKS
(CANADA) LP**
(Hereinafter referred to as "the Employer")

-AND-

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

Duration: August 14, 2012 – August 31, 2014

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the 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 hereto;
 - b) To provide and maintain working conditions, hours of work, wage rates and benefits as set forth in this Agreement;
 - c) To establish an effective system for the promotion, transfer and layoff of employees;

- d) To establish a just and prompt procedure for the disposition of grievances;
- e) Through the administration of all the terms and 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 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 parties 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 written agreement signed by the parties.

1.04 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, in bad faith, or that violates applicable human rights legislation.

1.05 Should any part of this Agreement be declared invalid the remainder of the agreement will continue in full force and effect.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedule "A" attached hereto and made part hereof.

2.02 This Agreement covers all employees of the Employer in the bargaining unit as defined in certificate numbers issued by the Alberta Labour Relations Board:

96-2012 General Construction Electricians

The Employer further voluntarily recognizes the Union as the sole bargaining agent for all its construction and construction maintenance employees as outlined in Schedules "A" save and except non-working foremen, time keepers, management and office staff.

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 with the exception that the scope of this Agreement will also automatically apply to employees employed in other trades from and after the day that certification is obtained by the Union for that trade from the Alberta Labour Relations Board. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

ARTICLE 3 - MANAGEMENT'S RIGHTS

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

- a) To maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause.

- b) To select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, reclassify, layoff, and suspend employees; to select and retain employees for positions excluded from the bargaining unit.

- c) To operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working

forces, the scheduling of work, starting and quitting times, 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, employee qualifications, and generally the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

3.02 The sole and exclusive jurisdiction over operations, building, machinery and equipment will be vested in the Employer.

3.03 The Employer may contract out work where:

- a) it does not possess the necessary facilities or equipment;
- b) it does not have and/or cannot acquire the required employees; or
- c) it cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.

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

ARTICLE 4 - UNION REPRESENTATION

4.01 Stewards

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

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

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

- i) When there are fifty (50) or less employees - one (1) Steward;
- ii) Over fifty (50) employees, but less than one hundred (100) - two (2) Stewards;
- iii) For every hundred (100) employees beyond one hundred (100) - at least one (1) additional Steward. More Stewards may be added by mutual agreement;
- iv) The Union will notify and communicate with the Employer prior to the appointment of a Steward; and
- v) The Employer and Union will mutually agree when a Chief Steward is implemented.

- vi) The Union and the Employer may mutually agree to amend the quantity of Stewards as required.
- 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 each project. Where possible the Employer will notify the Union prior to layoff of a Steward.
- c) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of this Agreement, or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld. The Employer will pay Stewards for time spent attending such duties during their working hours.
- d) A Steward will be given the opportunity to address all new employees. Where practical, this will occur during their site orientation session, for the purpose of introducing themselves and the Union and providing the employees with Union information that pertains to them.

4.02 Representatives

- a) Duly appointed representatives of the Union (“Representatives”) are Representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:
 - i) The Representative will identify themselves with reasonable advance notice to the appropriate Management personnel prior to arriving at a job site;

 - ii) The Representative’s access to job sites will be subject to the client and the employer’s site protocols;

 - iii) The Representative will not interfere with the progress of work; and

 - iv) The Representative will conduct all business in a non-working section of the job site, unless authorized by the Employer.

4.03 There will be no Union activity on the Employer's premises during working hours without the Employer's consent, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.04 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. Employees to a maximum of four (4) on the committee will be paid by the Employer to a maximum of forty (40) hours per employee for all time spent on negotiating this Agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.

ARTICLE 5 – STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, or while negotiations for a further agreement are being held the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees.

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. The Employer will submit the names, social insurance numbers and classifications of all requested employees to the Union office in Edmonton, Alberta for approval by the Union. The Employer will ensure that this is accomplished prior to commencement of employment. If the Union is not able to refer the number of qualified employees required by the Employer, the Employer will be able to hire from outside the Union membership, provided that such employees obtain a Union dispatch and provide it to the Employer before commencing work. The Union agrees to promptly process dispatch slip requests, which 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, any new employee will be referred by the Employer to a Steward or a Representative in order to give such Steward or Representative an opportunity to describe the Union purposes and representation policies.
- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.

- 6.04 It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.
- 6.05 New employees will be hired on a three (3) calendar month probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration.
- 6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 6.07 Employees rehired within six (6) months of layoff will not serve a new probationary period.
- 6.08 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.
- 6.09 Each employee will be required to produce to the Employer, at the time of hire, a current driver's abstract. A driver's abstract will be considered current if it is no more than six (6) months old. Employees must provide the initial driver's abstract at their own cost; should the Employer require any further abstracts they will be paid for by the Employer.

ARTICLE 7 - UNION DUES

- 7.01 The Employer is authorized to and will deduct from each employee's pay 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 twentieth (20th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be indemnified and 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 regular 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.
- 7.04 The Employer will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes and terminations. The name, address, date of hire and classification of new employees will be provided to the Union once monthly.

ARTICLE 8 - WAGE & AREA RATES OF PAY

8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedules "A" as appropriate to the work. It is understood and agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement. If there is a dispute the matter will be settled in accordance with the arbitration procedure set out in Article 23.

8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same will be subject to negotiations between the Employer and the Union.

8.03 Show Up Time

- a) An employee who comes to work without having been notified that there is no work available, will receive a minimum of two (2) hours pay for that day and full accommodation allowance when and if applicable.
- b) In the case of a camp, proper notification is at breakfast time and such notices are to be posted on the kitchen bulletin board.

8.04 Starting Work

An employee who starts work or has cleared the marshalling point and is prevented from completing their normal work day will receive a minimum of four (4) hours pay for that day.

- 8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.
- 8.06 Employees given the option to work in another classification, for which they are qualified, instead of being laid off, will be paid the rate for the new classification. The Employer will meet with these employees together with a Steward, when practical, and any agreement will be in writing.
- 8.07 If the Employer bids on jobs which specify a specific rate schedule the parties agree to meet to determine the rate to be paid for the particular project.

ARTICLE 9 - HOURS OF WORK & OVERTIME

- 9.01 The normal work week will be forty (40) hours per week.
- 9.02 Employees will be paid overtime at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.
- 9.03 When a General Holiday occurs during the week overtime will be paid for all hours in excess of eight (8) hours per day and thirty-two (32) hours per week. If two (2) general holidays occur during the same week, overtime will be paid for all hours in excess of eight (8) hours per day and twenty-four (24) hours per week.

9.04 If the General Holiday falls on a Saturday or Sunday, a day off in lieu will (generally) be moved to the business day immediately preceding or following the holiday subject to scheduling requirements. Employees that work on a “General Holiday in lieu day” will be receive overtime pay for all hours worked.

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

9.06 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime, subject to operational needs.

9.07 Hours of work and overtime as set out in this article may be modified by mutual agreement between the Employer and the Union for selected contract projects.

9.08 It is agreed that the provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 8.03 and 8.04.

9.09 Coffee Breaks and Meal Periods

a) There will be two (2) coffee breaks of fifteen (15) minutes 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 (½) hour per shift but such period will not be considered as time worked.

- c) Employees will be entitled to an additional coffee break for every four (4) hours of unscheduled overtime worked in a given day.
- d) If employees are required to work beyond twelve (12) hours in a day, the Employer will provide a paid meal period of one half (½) hour and a hot meal, if practicable, for the employees.

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

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

ARTICLE 10 - LAY-OFF PROCEDURE

10.01 Construction

When possible the Employer will give the employee and Steward four (4) hours notice of layoff. Four (4) hours pay may be given in lieu of notice.

Maintenance

The Employer will give each employee notice of layoff or pay in lieu of notice of layoff as per the Alberta Employments Standards Code.

10.02 The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other

reasons beyond the control of the Employer cause a stoppage of operation.

- 10.03 The Employer agrees to provide the Union office in Edmonton with a list of all employees, their classification and employment end date on a timely basis, when requested.

ARTICLE 11 - VACATION & VACATION PAY

- 11.01 All employees will be entitled to receive an amount equal to six percent (6%) of their base wage rate for all hours worked in vacation pay.
- 11.02 Vacation Pay will be paid to the employees in each pay period.
- 11.03 The Employer will consider vacations at the times requested considering business requirement

ARTICLE 12 – GENERAL HOLIDAYS & HOLIDAY PAY

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

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

- 12.02 Any work performed on a holiday as outlined in Article

12.01 of this Agreement will be paid at the rate of one and one-half the regular rate of pay in addition to the holiday pay outlined in Article 12.01.

12.03 Holiday Pay will be paid to the employees each pay period.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND ACCOMMODATION

- 13.01a) It is recognized by the Employer and the Union that the purpose of transportation and accommodation allowances as established in this Article is to provide a fair means of compensating employees for additional travel and accommodation expenses they may incur while working on projects beyond a reasonable distance from their residence.
- b) The Employer and the Union will establish by mutual agreement, the particulars of all travel allowances, site to camp allowances, transportation terms and surface travel compensation and accommodation allowances as may apply to a project or job, in a Pre-Job Conference Report for each job as contemplated by Article 26.02.

Guidelines may include prevailing compensation in the area of the project in question and the limitations imposed by Revenue Canada. Consultation will commence prior to Employer commitments being made to a prospective client.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

- 14.01 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting will serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion will include but not be limited to:
- i) hiring policies;
 - ii) discipline and discharge policies;
 - iii) training and promotion;
 - iv) safety measures; 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. The minutes will record the business of each meeting, and copies will be distributed as the committee determines.
- 14.02 Employees attending the Union-Management meetings during regular working hours will be entitled to be paid their wages. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay their wages for time spent attending such meetings.

ARTICLE 15 - HEALTH AND SAFETY COMMITTEE

- 15.01 When necessary a Health and Safety Committee will be established to address matters concerning safe work conditions and practices and to maintain a cooperative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.
- 15.02 The Employer and the Union will each appoint representatives to the Health and Safety Committee.
- 15.03 a) The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
- c) It is the intent of the parties to have working conditions that are safe and healthy.
- 15.04 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.
- 15.05 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will

provide transportation to an available facility near the employee's home at no cost to the employee.

15.06 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention the employee is 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 available to the employee and will make the same available to the employee with the Physician's approval.
- c) The Employer will inform the Union office of all employees who are assigned to modified work and the hours reverted to. The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by attending physicians as per Article 15.06 (a).

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 or it is contractually required, the Employer may develop Drug and Alcohol Policies, either of a general nature or a project specific nature, provided that such policies are in compliance with applicable laws. In general, the parties agree that the COAA Canadian Model for Providing a Safe Workplace

(Alcohol and Drug Guidelines and Work Rule), October 2010, Version 2 is an appropriate basis for the implementation of a Drug and Alcohol Policy.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 The Employer agrees to pay the amount as set out in Schedule “A” for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 a) Employees are eligible to participate in the insurance plan coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage (outlined in Schedule “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.
- c) 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.

ARTICLE 17 - RETIREMENT PLANS

17.01 Registered Savings Plan (RSP)

- a) The Employer agrees to contribute an amount as set out in Schedule "A" for each hour worked toward each employee's participation in the RSP Plan administered by the CLAC Health and Welfare Trust Fund.

An account will be opened in the employee's name by the CLAC Health and Welfare Trust Fund as soon as possible following the receipt of one (1) month's contributions. The contributions will be deposited in the same manner subject only to the rules established by the Trust Funds Board of Trustees. All monies deposited in the employees account will remain the property of the employee subject only to the rules governing RSP and Benefit Plans.

- b) Employees are responsible for completing an Application for Membership, provided by CLAC, in order to register the RSP contributions remitted by the Employer.
- c) Withdrawal of funds and payouts from the RSP Plan will be subject to law and the terms of the Plan.

- d) Employees on whose behalf contributions and deposits are made will receive statements from the financial institution where the deposits are made, mailed to the employee's last address on record with the CLAC Health and Welfare Trust Fund Administrator.

17.02 Pension

- a) The Employer agrees to contribute one percent (1%) to the Pension Plan, for each employee, for all hours worked and each employee shall also contribute a one percent (1%) matching amount to the Pension Plan for all hours worked, via payroll deduction. Any employee who completes the CLAC Pension Plan Participation Opt Out form, on file with the Employer, may opt out of the Pension Plan participation and as such will forego the one percent (1%) Employer's contribution and will not be required to contribute one percent (1%) of their wages. Employees who opt out may be required to wait up to one year before the Employer can be required to reactivate matching contributions and deductions. The Employer, in consultation with the Union, will establish dates on which Employees who have opted out of the program may reapply. These dates will be defined in the Opt Out Form.
- b) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594.
- c) Employer and employee contributions will be recorded separately on the remittance.
- d) The Employer and the Union will cooperate in providing the

information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan, 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's contributions to the RSP Plan and 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.
- b) The Union acknowledges and agrees that, other than remitting contributions to the RSP and Pension Plans as set out in this Article, 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.
- c) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions outlined in Schedule "A" will instead be paid on that employee's gross pay. This payment, in-lieu of retirement plan contributions, will not be less than the amount that employee would have received if he/she were still contributing to a CLAC sponsored retirement 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 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.

18.03 Employer Specific Training Fund

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

ARTICLE 19 - TOOLS

19.01 All tradesmen will supply their own tools common to their trade. Specialty tools will be provided by the Employer.

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

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

ARTICLE 20 - PROTECTIVE EQUIPMENT

20.01 All employees will wear CSA safety hats to be made available by the Employer.

20.02 All employees will wear appropriate safety seasonal footwear which is furnished by the employee. Safety boots must be CSA approved and in acceptable condition. They must be high cuffed (no less than six inches). CSA approved "shoes" are not acceptable. In the event the client's requirements differ from the above, the client's requirements will prevail. The Employer agrees to provide each employee, who has been employed a minimum of twelve consecutive months with the Employer, a safety boot allowance up to a maximum amount of one hundred and fifty dollars (\$150.00) each calendar year. This allowance is not restricted from applying to one pair of boots and will be paid within a reasonable time period following presentation of an original receipt to the Employer.

20.03 All employees will wear CSA approved non-prescription Safety glasses to be made available by the Employer. In the event the client's requirements differ from the above, the client's requirements will prevail.

20.04 The Employer will furnish employees with safety equipment (including gloves, non-prescription safety glasses, and fire retardant coveralls if 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.

20.05 Prescription Safety Eyewear

The Employer agrees to reimburse any employee 50 percent (50%) of the cost of prescription safety eyewear up to two-hundred and fifty dollars (\$250.00) according to the following criteria. The employee must provide proof of purchase and prescription. The employee must have worked 600 hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional 3000 hours from the last time reimbursed.

20.06 Fresh Air Hoods

The Employer agrees to reimburse 50 percent (50%) of the cost of a fresh air hood up to one thousand dollars (\$1000.00), according to the following criteria. The reimbursement is only available to Welders who are able to provide proof of purchase. The employee must have worked 2000 hours with the Employer for reimbursement.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 The Employer will grant leaves of absence without pay, for a time mutually agreed upon between the Employer and

the employee, for the following reasons:

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

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

21.03 Following a leave of absence, employees who fail to report 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) "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.
- c)
 - i) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and is not an individual or Group Grievance.
 - ii) A Policy Grievance will be signed by a Steward or a Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- d) Any grievance referred to above will identify:
 - i) The facts giving rise to the grievance;
 - ii) The section or sections of this Agreement claimed to be violated;
 - iii) The relief requested; and
 - iv) Where practical will be signed by the employee or employees involved unless it is a Policy Grievance.

22.03 All the time limits referred to in the Grievance Procedure herein contained will be deemed to mean "work days". A work day is defined as any day from Monday to Friday,

excluding all general holidays. If the parties are attempting to resolve the Grievance, or an issue that may become a Grievance, through discussion, or other forms of communication, the time limits expressed in this Article will be deemed to not be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. From the date of that unilateral declaration the time limits will come into effect 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. This is a mandatory time limit. The limitation period will not apply to true Policy Grievances.
- b) If the Employer does consider or process a Grievance which has been presented late, the Employer will not be stopped or precluded at any stage from taking the position that the Grievance is late and not arbitrable.

22.05 No employee will have a Grievance until the employee, where reasonably possible, has discussed the complaint with the applicable Management Supervisor. If the Management Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper Grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a Grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be presented to the designated Employer representative by a Steward or a Representative. The designated Employer representative will notify the Representative of the Employer's decision in writing not later than five (5) work days following the day upon which the Grievance was received.

Step 2

If the Grievance is not settled in Step 1, a Representative will within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written Grievance to the designated Employer representative. A meeting will be held between the Steward or Representative together with the grievor involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written Grievance to the designated Employer representative. The Employer will notify the Steward or Representative 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 in Step 2 to the Steward or

Representative.

22.06 Union Policy Grievance or Employer Grievance

- a) A Union Policy Grievance or an Employer Grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the Grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written Grievance and will take place within the framework of Step 2 of Article 22.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.
- b) If the decision is unsatisfactory to the grieving party, the Grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision, and the arbitration section of this Agreement will be followed.

ARTICLE 23 - ARBITRATION

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

- 23.02 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the Grievance.
- 23.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson of the Arbitration Board governs.
- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing will be deemed to be the date of service.
- 23.05 If a party refuses or neglects to answer a Grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the Grievance and his decision will be final and binding upon both parties.
- 23.06 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where the default was owing to a reliance upon the words or conduct of the other party.
- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.

- 23.08 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which, in its opinion, is just and equitable. This cause will not apply to the discharge of a probationary employee.
- 23.09 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairperson of the Arbitration Board.
- 23.10 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof.
- 23.11 If the parties mutually agree, they may substitute a single arbitrator in the place of the Arbitration Board.

ARTICLE 24 – WARNING, SUSPENSION AND DISCHARGE

- 24.01 A Steward will be present for all disciplinary meetings. When a Steward is not available, the employee may choose another employee to be present. If the employee does not choose another employee, the Employer, where practical, will choose another employee to be present.
- 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 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

- a) the refusal by an employee to abide by Safety Regulations;
- b) the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- c) the refusal by the employee to abide by the requirements of the Employer's clients;
- d) 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) 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 Employees who are absent from their assigned work for three (3) consecutive days and who fail to provide a reason acceptable to the Employer is deemed to have voluntarily abandoned their employment.

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 twentieth (20th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) work days to correct this error.
- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be indemnified and saved harmless from 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 to enable the Employer to compete with non-union competition and/or with other specific union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a Representative of the Employer and a Representative of the Union.

26.02 Pre-Job Conferences

- a) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.
- b) A copy of the 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 fourteenth (14th) day of August, two thousand and twelve (2012) and will remain in effect until the thirty-first (31st) day of August, two thousand and fourteen (2014) and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will automatically renew for one (1) year periods, unless the parties agree otherwise.
- 27.02 This Agreement will go into effect on all projects bid or negotiated after ratification of this Agreement is completed.
- 27.03 Until a new agreement has been concluded all provisions in this Collective Agreement will remain in full force and effect.

27.04 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 complied with 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, subject to the Arbitration Procedure set out in Article 23 (excluding Articles 23.05, 23.07, 23.08, and 23.10).

DATED at Calgary, Alberta, this _____ day of _____, 2012.

Signed on behalf of WILLBROS FACILITIES & TANKS (CANADA) LP by its general partner Willbros (Canada) GP 1 Limited	Signed on behalf of CONSTRUCTION WORKERS UNION (CLAC), LOCAL NO. 63 Affiliated with the Christian Labour Association of Canada
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This printing is for information purposes only. Original signed documents are on file at the Calgary CLAC office.

Per _____	Per _____
Per _____	Per _____
Per _____	Per _____
Per _____ Authorized Representative	Per _____ Authorized Representative

Schedule "A"

**Wages for Willbros Facilities & Tanks (Canada) LP
Schedule "A" - Alberta
Classification and Hourly Wages**

Journey Person Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W \$1.45	RSP 5%	Pension 1% *	EF \$0.08	Training GF \$0.15	Training ES \$0.10	
Electrician	\$40.07	\$4.01	\$1.45	\$2.00	\$0.40	\$0.08	\$0.15	\$0.10	\$48.26
Instrumentation Technician	\$40.07	\$4.01	\$1.45	\$2.00	\$0.40	\$0.08	\$0.15	\$0.10	\$48.26

Apprenticeship Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W \$1.45	RSP 5%	Pension 1% *	EF \$0.08	Training GF \$0.15	Training ES \$0.10	
Electrician and Instrumentation Technician Apprentice Rates									
1st year (60%)	\$24.04	\$2.40	\$1.45	\$1.75	\$0.24	\$0.08	\$0.15	\$0.10	\$30.22
2nd year (70%)	\$28.05	\$2.81	\$1.45	\$1.75	\$0.28	\$0.08	\$0.15	\$0.10	\$34.67
3rd year (80%)	\$32.06	\$3.21	\$1.45	\$1.75	\$0.32	\$0.08	\$0.15	\$0.10	\$39.11
4th year (90%)	\$36.06	\$3.61	\$1.45	\$1.80	\$0.36	\$0.08	\$0.15	\$0.10	\$43.61

* contingent on employee contribution of 1%

**Wages for Willbros Facilities & Tanks (Canada) LP
Schedule "A" - Wood Buffalo
Classification and Hourly Wages**

Journey Person Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W \$1.45	RSP 5%	Pension 1% *	EF \$0.08	Training GF \$0.15	Training ES \$0.10	
Electrician	\$41.86	\$4.19	\$1.45	\$2.09	\$0.42	\$0.08	\$0.15	\$0.10	\$50.34
Instrumentation Technician	\$41.86	\$4.19	\$1.45	\$2.09	\$0.42	\$0.08	\$0.15	\$0.10	\$50.34

Apprenticeship Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W \$1.45	RSP 5%	Pension 1% *	EF \$0.08	Training GF \$0.15	Training ES \$0.10	
Electrician and Instrumentation Technician Apprentice Rates									
1st year (60%)	\$25.12	\$2.51	\$1.45	\$1.75	\$0.25	\$0.08	\$0.15	\$0.10	\$31.41
2nd year (70%)	\$29.30	\$2.93	\$1.45	\$1.75	\$0.29	\$0.08	\$0.15	\$0.10	\$36.06
3rd year (80%)	\$33.49	\$3.35	\$1.45	\$1.75	\$0.33	\$0.08	\$0.15	\$0.10	\$40.70
4th year (90%)	\$37.67	\$3.77	\$1.45	\$1.88	\$0.38	\$0.08	\$0.15	\$0.10	\$45.48

* contingent on employee contribution of 1%

Schedule “A” Notes:

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

Night Shift	\$3.00/hr
Dual Ticket	\$3.00/hr. to be added to the journeyman base wage rate when the employee is required to perform both duties or hired with that intent.
Foreman	12% of journeyman’s base wage
Lead Hand	6% of journeyman’s base wage
Steward	\$1.00/hr
Steward w/ Tool Box 1	\$1.00/hr
Steward w/ Tool Box 2	\$1.00/hr
Steward w/ Tool Box 3	\$1.75/hr
Chief Steward w/ Tool Box 1	\$2.25/hr
Chief Steward w/ Tool Box 2	\$2.25/hr
Chief Steward w/ Tool Box 3	\$3.00/hr

2. The following Premiums will not be added to the base wage rate and will not affect RSP, Pension, Overtime and Vacation/Stat Pay.

First Aid Ticket	\$0.25/hr (paid for all hours worked upon presentation of valid ticket)
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3. **Sub-Contractor Provisions:**

The provisions of Articles 9.02, 10.01, 11, and 12 do not apply to employees paid the Subcontractor rate. The rate specified includes vacation and general holiday pay.

The Employer agrees to deduct such dues and remittances from these subcontractor's invoices and remit them to the Union on their behalf, as per Articles 7, 16, 17, 18 and 24. Remittances will be calculated based on the applicable journeyperson's base hourly wage rate.

In the event that the Subcontractor does not elect to participate in the Pension Plan, the Total Subcontractor Rate will be reduced by the amount specified in the Pension column.

4. RSP Amounts:

The RSP contribution will be \$1.75 / hr or 5% of the employee's base wage rate, whichever is greater. Contributions will be subject to the following:

- a) Apprentices: RSP amounts will be based on Apprenticeship Base Wage Rate.
(No compounding on overtime)
- b) Journeyperson and Journeyperson DSP's: RSP amounts will be based on the Journeyperson Base Wage Rate.
(No compounding for overtime)

5. The parties commit to a Health and Welfare Benefit review prior to the month of November in each calendar year. If the parties cannot agree, the matter may be referred to Arbitration as per Article 23.

6. The parties agree to a wage reopener the month prior to the effective date of March 3, 2013, to review and evaluate the current economic climate. The parties will discuss matters pertaining to the base wage rate, and will seek agreement on the appropriateness of further wage adjustments. If the

parties cannot agree, the matter may be referred to Arbitration as per Article 23.

Schedule “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 to 74;
- \$60,000.00 A.D. &D. per employee under the age of 65;
\$30,000 per employee from age 65 to 74;
- dental plan at the latest fee schedule available;
Basic services: 100% up to \$2,000 per person annual
Comprehensive: 50% up to \$2,000 per person annual
Orthodontic: 50% up to \$3,000 lifetime maximum
per child under 19;
- prescription drug plan for employee and family at 80% up to
\$3,000 per person annually (or the provincial pharmacare
cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
under 21: \$300 per year
21 and over: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for
employee and family;

- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of four hundred and eighty five dollars (\$485.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,100.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC WESTERN BENEFIT OFFICE www.clac.ca
1-888-600-2522

GREAT WEST LIFE (RSP) www.grsaccess.com
1-800-724-3402

CLAC PENSION OFFICE pension@clac.ca
1-800-463-2522

SUN LIFE www.sunlife.ca/member
1-800-661-7334

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