

COLLECTIVE AGREEMENT

**BETWEEN PETER KIEWIT SONS COMPANY
LIMITED**
(hereinafter referred to as "the Employer")

**AND GENERAL AND ALLIED WORKERS'
UNION, LOCAL #67**
affiliated with the
**CHRISTIAN LABOUR ASSOCIATION
OF CANADA**
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

- 1.01 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 Union,

the Employer, and the employees which will be conducive to their mutual well-being.

- 1.02 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 Union of such rights and privileges.
- 1.03 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

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02, save and except non-working supervisory personnel, office, engineering and survey staff.
- 2.02 This Agreement covers construction projects in British Columbia as determined by the Employer. The Employer further agrees that this Agreement covers all employees of the Employer on such projects in the Yukon Territory.
- 2.03 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 Schedule "A" be required, the Employer and the Union shall meet and agree as to applicable rate(s).

- 2.04 The Union 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, add, amend or delete any terms or conditions of the Agreement for the duration of the job or project.
- 2.05 The parties agree that
- Part 3, Wages, Special Clothing, & Records;
 - Part 4, Hours of Work and Overtime;
 - Part 5, Statutory Holidays;
 - Part 7, Annual Vacations; and
 - Part 8, Termination of Employment
- of the *Employment Standards Act* form part of this collective agreement, except those provisions specifically modified by this collective agreement.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 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, the right to assign the work, 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 shall be vested in the Employer.

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Employer recognizes that:

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

- (b) duly appointed Representatives of the Christian Labour Association of Canada are representatives of the employees in all matters pertaining to this Agreement and particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement, and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union Stewards shall not act in the capacity of Representatives. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

4.02 The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay stewards at their regular hourly rate for time spent attending such duties during their working hours.

4.03 Representatives of the Union will have access to visit job sites or fabricating shops during normal working hours subject to the following:

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

- 4.04 The Union 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 contract agreement at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer if it is mutually agreed that this takes place during the regular working hours of the employees concerned.
- 4.05 Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Subject to the operating requirements of the Employer, the Union may request that Union stewards be retained on the job or project in the reduction of the work force. When so requested, the Employer may assign the Union steward to a classification the Union steward is qualified, in the opinion of the Employer, to perform. In the event the Employer transfers the Steward to another project, a new Steward shall be appointed by the Union.
- 4.06 The Employer may meet periodically with his 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.
- 4.07 There shall be no Union 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.

ARTICLE 5 - NO CESSATION OF WORK

- 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.

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

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will give preference to Union members for employment, provided such applicants are qualified, in the Employer's opinion, to meet the requirements of the job.
- 6.02 Neither the Employer nor the Union will compel employees to join the Union. 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 shall be referred by the Employer to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union purposes and representation policies to such new employees.
- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are applicable to other members of the Union.

- 6.04 It shall 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 thirty (30) 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.
- 6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the employer within one year of previous employment shall not serve a new probationary period.

ARTICLE 7 - CHECK-OFF

- 7.01 The Employer agrees to check-off from each employee the amount equal to the Union dues, once monthly, and where applicable, an amount equal to Union dues arrears or Union initiation fees. The total amount checked off will be turned over to the Union Treasurer each month, by the 10th of the month following the check-off, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.
- 7.02 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 and the Union shall save the Employer harmless for all such deductions.

- 7.03 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, Social Insurance number, and classification of new employees shall be provided to the Union once monthly. A list of employees, ranked according to classification and showing the employee's rate of pay, shall be forwarded to the Union twice yearly.

ARTICLE 8 - WAGE RATES OF PAY

- 8.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A" attached hereto and made a part hereof. 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 possible dispute.
- 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 shall be subject to negotiations between the Employer and the Union.
- 8.03 **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 prevailing hourly rate providing that the employee has reported to work in person and is fit to perform his or her duties and complies with

recognized Health and safety Regulations including those of the Workers Compensation Board.

Where an employee believes or has reason to believe that the Employer may not have work available on a particular day, the onus is on the employee to phone the Employer's answering service before proceeding to the job site – in order to determine whether or not work is available. If the Employer's answering service states that work is not available, the Employee shall not be paid show up time

8.04 Starting Work

An employee who starts work and is prevented from completing his normal work day shall receive a minimum of four (4) hours pay at his 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 full lodging allowance if and when applicable.

8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

8.06 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.

8.07 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.

- 8.08 The Employer, at his discretion, may hire employees with lesser skills or experience and shall pay them wages at not less than 80% of the established wage rate in their respective classification. The Employer agrees that those employees who excel and increase in individual quality, productivity, and performance shall receive increases in their individual wage rate up to 100% of the established wage rate in their respective classifications.
- 8.09 Employees shall be paid at least bi-monthly by cheque or automatic bank deposit at the option of the employer, no later than Friday in any week and the employee's pay shall be accompanied by a slip outlining all hours of work, overtime hours, deductions for income tax, unemployment insurance, union dues, pension and health and welfare. All employees shall receive their pay slips during working hours.
- 8.10 Whenever the Employment Insurance Separation Certificates and pay cheques and vacation pay monies are not given to the employee at the time of layoff or termination, they shall be sent by the Employer to the Employee by mail to his last known address on file with the Employer within three (3) working days of the time of termination.
- 8.11 The Employer may withhold a reasonable amount of wages not to exceed one (1) week's wages in order that the payroll may be prepared.

ARTICLE 9 - HOURS OF WORK & OVERTIME

- 9.01 The standard hours of work for all employees shall be based on forty (40) hours per workweek exclusive of travelling time to and from the job or required marshalling point.

- 9.02 All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and a half the regular rate, and all hours in excess of eleven (11) hours per day shall be paid at double the regular rate of pay
- 9.03 All work performed on Sundays or Statutory Holidays will be paid at the rate of double time except as otherwise agreed to by both parties.
- 9.04 When a Statutory Holiday occurs during the week, overtime shall be paid for all hours in excess of thirty-two (32) hours worked
- 9.05 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.
- 9.06 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects.
- 9.07 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 8.03 and 8.04.
- 9.08 There will be two (2) coffee breaks of ten (10) 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.

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

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

ARTICLE 10 - LAY-OFFS

10.01 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number.

ARTICLE 11 - VACATION & VACATION PAY

11.01 Employees shall be entitled to an amount equal to six per cent (6%) of the gross wages of the employee in vacation pay.

11.02 Vacation pay and statutory holiday pay shall be paid to employees on each paycheque.

11.03 The Employer will grant vacations at the times requested, considering business requirements.

ARTICLE 12 - HOLIDAYS & HOLIDAY PAY

12.01 Employees shall be entitled to receive an amount equal to four percent (4%) of their gross earnings in lieu of the following holidays:

New Year's Day
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 B.C. Day

Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

12.02 Employees required to work on one of the above holidays shall receive overtime pay of double their regular wages for all hours worked.

ARTICLE 13 - LODGING ALLOWANCE

13.01 Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer shall pay a lodging allowance which will be appropriate to the project and be calculated so as to cover the cost of reasonable lodging, or alternatively, provide, at his own expense, suitable accommodation for the employees. Allowances will not be paid for any day on which an employee lays off work of his own accord for reasons other than sickness or accident. When an employee is absent for the reasons noted above, he shall furnish the Foreman on the job with satisfactory evidence of illness and/or accident or he shall forfeit the allowances. In order to be eligible for lodging, an employee's

permanent residence must be further than seventy-five (75) kilometres by shortest public road from the job site.

- 13.02 The Employer will provide transportation from the employee's point of hire in British Columbia to the project at the commencement of employment and return to the same point upon layoff at no cost to employees. If an employee quits within his probationary period, he shall not receive the benefits provided herein. There shall be a free travel zone of seventy-five (75) kilometres by shortest public road from a job site.
- 13.03 Lodging and travel allowances, where applicable, shall be negotiated on a project by project basis. If the parties are unable to agree, the matter shall be settled by binding arbitration.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

- 14.01 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;
- 14.02 (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 shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective 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;
- (b) the Employer and the Union shall each appoint representatives to the Union-Management Committee. The Minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office.
- 14.03 A committee member attending the Union-Management meetings during regular working hours shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.

- 14.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 14.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 15 - HEALTH AND SAFETY COMMITTEE

- 15.01 (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 Union 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.
- 15.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- 15.03 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.

- 15.04 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.
- 15.05 All safety matters shall be handled in accordance with the established Workers' Compensation procedures and the Employer's Safety Manual.
- 15.06 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 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.

ARTICLE 16 - HEALTH AND WELFARE PLAN & MEDICAL SERVICES

- 16.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay one dollar and fifteen cents (\$1.15) per hour for all hours worked for each employee towards the Health and Welfare Plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 (a) 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.

- (b) Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

16.03 The Employer agrees to remit the sum of sixty cents (\$0.60) per hour for all hours worked for each employee to the regional office of the General and Allied Workers' Union, Local 67 affiliated with the Christian Labour Association of Canada for the purpose of purchasing BC Medical Services Plan coverage.

ARTICLE 17 – RETIREMENT FUNDS

17.01 The Employer agrees to contribute seventy cents (\$0.70) for each hour worked for each employee to the RRSP administered by the CLAC Health and Welfare Trust Fund.

17.02 Contributions to the employees' RRSP, administered by the Trust Fund, shall be made in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RRSP.

ARTICLE 18 - EDUCATION AND TRAINING FUND

18.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.5%) of gross wages to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.

ARTICLE 19 - TOOLS

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

19.02 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.

19.03 The list of tools to be supplied by trades shall be established by the Employer in consultation with the Union.

ARTICLE 20 - PROTECTIVE EQUIPMENT

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

20.02 All employees shall wear gloves, safety shoes and rain gear where required, furnished by the employee.

20.03 The Employer will furnish employees with safety equipment (including safety glasses) 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.

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

21.01 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 immediate family;
- (d) Union activity other than directly relating to the Employer.

21.02 Leave of absences under Article 21.01 shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.

21.03 An employee will be granted one (1) day leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse or child.

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

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof. Should a dispute arise between the Company and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the following manner:

INFORMAL PROCEDURE - As an informal step an employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a steward.

22.02 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) 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. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

22.03 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to Arbitration under Article 23, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of

an Employer's Policy Grievance, by the Employer or his representative.

22.04 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A group 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.

22.05 Step 1

A grievance shall be submitted in writing to the Employer within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance, and shall forward a written response to the grievor and the Union Representative, within seven (7) days of the day on which the grievance is submitted.

Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1, or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

ARTICLE 23- ARBITRATION

- 23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 23.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 23.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 23.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 23.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 23.06 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, the party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

- 23.07 It is agreed that the single Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 23.09 Where the single Arbitrator 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 circumstances surrounding the discharge or suspension the single Arbitrator may substitute a penalty which is, in the opinion of the single Arbitrator, just and equitable.
- 23.10 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.11 The parties will equally bear the expense of the single Arbitrator.
- 23.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this agreement.

ARTICLE 24 - DISCHARGE, SUSPENSION, AND WARNING

- 24.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include without limitation, 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 requirements of the Employer's clients; 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.

- 24.02 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 Union Steward of the warning within twenty-four (24) hours.

ARTICLE 25 - DURATION

25.01 This Agreement shall be effective on the thirteenth (13th) day of May, two thousand and two (2002) and shall remain in effect until the twelfth (12th) day of May, two thousand and five (2005), and for further periods of one year unless notice shall 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 and twenty (120) to sixty (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.

25.02 The Parties agree to exclude the operation of Section 50 (2) and (3) of the *Labour Relations Code*.

DATED at Vancouver, B.C., this ____ day of _____, 2002.

Signed on behalf of
**PETER KIEWIT SONS
COMPANY LIMITED**

Signed on behalf of
**GENERAL AND
ALLIED WORKERS' UNION
LOCAL NO. 67**
affiliated with the
CHRISTIAN LABOUR
ASSOCIATION OF CANADA

Authorized Representatives

Authorized Representatives

SCHEDULE "A"
For Industrial Construction
Classifications/Hourly Rates

	May 13 <u>2002</u>	May 13 <u>2003</u>	May 13 <u>2004</u>
Mechanic	\$26.21		
Equipment Operator	\$24.32		
Small Equipment Oper.	\$20.02	See	
Labourer Tool Oper.	\$22.49	Below	
Cleanup/Helper	\$18.79		
Truck Driver	\$22.49		
Electrician	\$26.21		
Carpenter	\$26.21		See
Pipefitter	\$26.21		Below
Formsetter	\$23.32		
Iron Worker	\$23.73		
Cement Finisher	\$25.06		
Pile Driver	\$23.73		
Serviceman	\$20.02		
Flag Person	\$13.85		
Apprentice Carpenter			
Year 1	\$18.90		
Year 2	\$20.98		
Year 3	\$23.04		

Where the Employer hires an apprentice journeyman the pay rate shall be as per the Apprenticeship Board rate schedule.

An employee will be expected to perform duties, commensurate with his skills and abilities, outside his job classification.

SCHEDULE "A"

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Effective May 13, 2003 and May 13, 2004, the wage rates shall be increased by the 12-month average annual percentage change in the published Consumer Price Index for British Columbia (all items, 1992 = 100) for the month of April. Effective May 13, 2003 and May 13, 2004, the parties agree to a review of the Health and Welfare remittances.

The designated First Aid Attendant will be paid a premium according to the following formula:

- Level 1 - \$0.25 per hour above the regular wage for that job.
- Level 2 - \$0.50 per hour above the regular wage for that job.
- Level 3 - \$0.75 per hour above the regular wage for that job.

(Employees will be paid according to the class of ticket that they hold not for the class of ticket that the job requires.)

It is understood and agreed that the wage rates and other provisions set out may be amended by mutual agreement between the Employer and the Union for specific projects in order to enable the Employer to compete with non-union competitors and/or with specific union project agreement rates.

SCHEDULE "B"

INSURANCE PLAN COVERAGE

(This Schedule does not form part of the collective agreement and is for information purposes only.)

- a) \$40,000.00 life insurance per employee;
- b) \$40,000.00 A.D. & D. per employee;
- c) long term disability insurance with 60% of earnings to a maximum of \$2,000.00 per month per employee, payable after 199 days until age 65;
- d) 80% prescription drug plan for employee and family;
- e) 100% basic dental plan; 50% Comprehensive and Orthodontic;
- f) extended health coverage for employee and family;
- g) semi-private hospital coverage with no deductible for employee and family;
- h) optical insurance for employee and family;
- i) short term disability insurance with 60% of earnings to a maximum equal to E.I. allowance per employee, payable after the first (1st) day of accident and the fourteenth (14th) day of sickness.

SCHEDULE "C"

CONSCIENTIOUS OBJECTOR STATUS

(This schedule does not form part of the collective agreement. It is for information only.)

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.

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COLLECTIVE AGREEMENT

BETWEEN

**PETER KIEWIT SONS COMPANY
LIMITED**

AND

**GENERAL AND ALLIED WORKERS'
UNION LOCAL #67
Affiliated with the
CHRISTIAN LABOUR ASSOCIATION
OF CANADA**

May 13, 2002 - May 12, 2005