

COLLECTIVE AGREEMENT

**BETWEEN MAC & MAC HYDRODEMOLITION
SERVICES INC.**
(hereinafter referred to as the "Employer")

**AND CONSTRUCTION AND ALLIED WORKERS'
UNION, LOCAL #68**
affiliated with the
CHRISTIAN LABOUR ASSOCIATION OF CANADA
(hereinafter referred to as the "Union")

Period: July 1, 2002 - June 30, 2007

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 and sales staff.
- 2.02 This Agreement covers all employees in British Columbia employed by the Employer as per the certification issued by the British Columbia Labour Relations Board dated June 22, 1994.
- 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.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 The Union acknowledges that it is the function of the Employer:

- a) to manage the enterprise, including the scheduling of work and the control of materials;
- b) to maintain order, discipline and efficiency;
- c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

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 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 work sites 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, whenever 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 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 or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

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 ninety (90) working day probationary period and thereafter shall attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities or qualification shall be at 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 one-half ($\frac{1}{2}$) hour's wage each week for Union dues 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 tenth (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 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, and classification of new employees shall be provided to the Union once monthly. A list of employees, ranked according to classification and showing each 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 Schedules "A" and "B". 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 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. The employee shall also receive his full lodging allowance if and when applicable.
- 8.04 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.

ARTICLE 9 - HOURS OF WORK & OVERTIME

- 9.01 The normal work week shall be as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 9.02 The overtime rates to be paid are as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 9.03 When a statutory holiday occurs during the employees regular work week, employees shall receive overtime pay as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 9.04 When a scheduled break occurs it will include a Sunday.

- 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.
- 9.09 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.10 Sunday 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 four per cent (4%) of the total wages of the employee; and where the employee has completed five (5) continuous years of employment, employees shall be entitled to an additional two per cent (2%) of the total wages of the employee.
- 11.02 Vacation pay and statutory holiday pay shall be paid to employees in the first pay period in December each year, and on termination and/or upon request of the employee.
- 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 five percent (5%) percent of total earnings in lieu of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
- 12.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times his regular wages for all hours worked.

ARTICLE 13 - TRANSPORTATION, TRAVEL, AND LODGING

- 13.01 It is recognized by the Employer and the Union that the purpose of transportation, travel and lodging allowances as established in this Article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.
- 13.02 For the purposes of this Agreement, the Employer's base of operations is Surrey and the jobsite.
- 13.03 There shall be a free travel and lodging zone established for the Employer's base of operation at seventy-five (75) kilometres by shortest public road.
- 13.04 **Travel Allowance**
Employees assigned to work on a project outside the Employer's base free zone as defined in Article 13.03, and who reside outside the job site free zone established in Article 13.03, shall be paid a travel and/or lodging allowance according to the following:
- a) Travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer;
 - b) when travel allowance is applicable the employee will be paid from the Employer's shop or from the employees home whichever is closer to the job site;
 - c) travel allowance will be paid only for the beginning and end of a project and again if the employees are laid off and recalled to the same project. Employees who quit the job within three (3) months shall not be entitled to travel allowance;

- d) travel allowances will not be used in calculating overtime;
- e) the amount of travel allowance shall be subject to negotiation and agreement between the Employer and the Union, with the cost of public transportation and duration of travel as guidelines.

13.05 Travel Time

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

13.06 Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.04 and 13.05.

13.07 Daily Travel

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

- a) When an employee is required to travel daily to a project that is greater than 75 kilometres by shortest public road from his permanent residence or temporary residence when receiving subsistence allowance;
- b) Where the Employer does not provide transportation;
- c) Where the project is outside the free travel zone established in Article 13.03;
- d) The daily travel allowance will be subject to agreement between Employer and the Union for each project.

13.08 Lodging Allowance

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay daily lodging allowance (as set out in Schedule "A") or alternately, the Employer, at his discretion, will provide at the Employer's expense room and board accommodation for the employees. Lodging allowance per day may change subject to agreement by the Employer and the Union based on area and seasonal cost with room costs based on two (2) employees per room.

Allowance will not be paid for any day on which an employee does not work of his own accord for reason other than job related accident.

- b) Lodging allowance, in accordance with Schedule "A" will be paid subject to the following conditions:
 - i) to be eligible for lodging, an employee's permanent residence must be seventy-five (75) kilometres or more by shortest public road from the job site;
 - ii) lodging allowance begins when an employee reports for his first scheduled shift;
 - iii) lodging allowance will be paid for all days;
 - iv) the project must be outside the free travel zones established in Article 13.03.

13.09 Turnarounds

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

- 13.10 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel, and lodging. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union.

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 fifteen dollars (\$15.00) 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.
- 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

16.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and ten cents (\$1.10) per hour for all hours worked by all employees to the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline on the Plan is listed in Schedule "C".

- 16.02 a) Employees are eligible to receive coverage on the first (1st) 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 and eligibility requirements for 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.

ARTICLE 17 - PENSION PLAN

- 17.01 On completion of the probationary period, the Employer agrees to contribute twenty-five cents (25¢) for each hour worked toward each employee's participation in an RRSP Plan administered by the Union.
- 17.02 Contributions to the employee's RRSP Plan, administered by the Union, shall be made in accordance with direction by the Union, and the Employer shall be saved harmless for all contributions and administration of the RRSP Plan.

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.

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 The Employer will furnish employees with safety equipment such as safety glasses, gloves and steel toed gumboots 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.
- 20.02 Employees shall wear and provide at their own cost, safety shoes where required.

ARTICLE 21 - LEAVES OF ABSENCE & 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 Leaves of absence 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 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:
- 22.02 **INFORMAL PROCEDURE** - As an informal step an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a steward.
- 22.03 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.
- 22.04 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.

- 22.05 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 20, 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.
- 22.06 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.

22.07 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.

22.08 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 - DISPUTE RESOLUTION

23.01 Any dispute between the parties regarding the wage reviews noted in Schedule "A" shall be dealt with as follows:

- a) Where the parties fail to reach agreement on a wage review within one (1) month of the anniversary date of the Agreement, any remaining differences may be submitted by either party to Gabriel Somjen or an agreed upon alternate as arbitrator, for final and binding settlement.
- b) The settlement shall be limited to a wage settlement ranging from zero (0) to six percent (6%) in wages.
- c) Factors to be considered by the arbitrator shall include cost of living increases and the competitive position of the Employer in the industry.

ARTICLE 24 - ARBITRATION

22.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

22.02 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.

22.03 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.

- 22.04 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.
- 22.05 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.
- 22.06 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.
- 22.07 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 Article 21 and 22 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 22.08 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.
- 22.09 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.

22.10 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

22.11 The parties will equally bear the expense of the single Arbitrator.

22.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 25 - DISCHARGE, SUSPENSION, AND WARNING

25.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include 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.

25.02 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 26 - DURATION

26.01 This Agreement shall be effective on the first (1st) day of July, two thousand two (2002) and shall remain in effect until the thirtieth (30th) day of June, two thousand seven (2007), and for further periods of one year unless written notice shall be given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within the period of four (4) months 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.

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

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

Signed on behalf of
**MAC & MAC
HYDRODEMOLITION
SERVICES INC.**

Signed on behalf of
**CONSTRUCTION AND
ALLIED WORKERS' UNION,
LOCAL NO. 68**

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

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SCHEDULE "A"

CLASSIFICATIONS/HOURLY RATES AND CONDITIONS

INDUSTRIAL CLEANING AND VACUUMING

	<u>July 1/02</u>	<u>July 1/03</u>	<u>July 1/04</u>	<u>July 1/05</u>	<u>July 1/06</u>
Skilled Labourer	\$17.62	\$18.15	\$18.69	WAGE	WAGE
Transportation & Class 3 Lic.*	\$19.12	\$19.89	\$20.49	REVIEW	REVIEW

* Must be trained and qualified to independently operate Mac & Mac truck-mounted equipment.

WASHING (up to 3000 psi)

	<u>0 - 3</u> <u>mos</u>	<u>July</u> <u>1/02</u>	<u>July</u> <u>1/03</u>	<u>July</u> <u>1/04</u>	<u>July</u> <u>1/05</u>	<u>July</u> <u>1/06</u>
Driver /Spray Cleaner	\$12.00	\$13.00	\$13.00	\$13.00	WAGE	
Assistant	\$10.00	\$11.00	\$11.00	\$11.00	REVIEW	

Lodging allowance of fifty-five dollars (\$55.00) per day, unless otherwise agreed by the parties subject to Article 13.

Schedule "A" – Classifications/Hourly Rates & Conditions

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1. These minimum wage rates shall be reviewed annually on the anniversary of this agreement beginning with July 1, 2003. In the event there is no agreement, the parties shall, pursuant to Article 23, refer the matter for conclusive settlement, without work stoppage.
2. It is understood and agreed that the wage rates will be adjusted when a project specification stipulates a "fair wage" schedule. The Employer and the Union shall negotiate such rates prior to the start of the project.
3. 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 employers and/or with specific union project agreement rates.
4. The Employer and the Union may agree to reasonable partial lodging allowances where the employee elects to commute to his place of residence or supplies his own living accommodation.
5. Hours of Work
The normal work week shall consist of forty (40) hours per week.
6. Overtime
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 daily, or forty (40) hours weekly. Employees will be paid overtime at the rate of two (2) times the employee's straight time hourly rate of pay for all hours worked in excess of eleven (11) hours daily, or forty-eight (48) hours weekly.

Schedule “A” – Classifications/Hourly Rates & Conditions

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7. When a statutory holiday occurs during the week, overtime shall be paid for all hours in excess of thirty-two (32) hours worked.
8. Wage rates and Employer contributions to benefits shall be effective on the date of ratification.
9. The regular workweek for washing employees may be varied to three (3) days per week at twelve (12) hours per day. Time and one-half (1½) will apply to hours in excess of thirty-six (36) hours per week. Two (2) times the hourly rate will apply to hours in excess of twelve (12) per day and forty-eight (48) hours per week, excluding daily overtime hours.

SCHEDULE "B"
For Industrial Construction on Pulp & Paper Projects
(where Code of Ethics is in effect)
CLASSIFICATIONS/HOURLY RATES AND CONDITIONS

<u>Classification</u>	<u>Straight time base</u>	<u>Vac/Hol @ 8%</u>	<u>E.T.F.</u>	<u>Total</u>
Journeyman Painter	25.87	2.07	.03	27.93
Uncertified Journeyman - 4th yr. app. rates				
Skilled Labourer, Apprentice	19.86	1.59	.03	21.45

Where an apprentice qualifies for 80% or more of the provincial requirements, the following grid shall apply:

Six Month Periods	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Five Year Term	50%	55%	60%	65%	70%	75%	80%	80%	90%	90%
Four Year Term	50%	55%	60%	65%	70%	75%	80%	90%		
Three Year Term	50%	55%	65%	70%	80%	90%				
Two Year Term	50%	60%	75%	90%						

General

1. All of the General items noted in Schedule "A" also apply to Schedule "B" unless expressly excluded.
2. The Employer is hereby authorized and shall deduct from each employee's base pay an amount equal to the Employer's normal contribution to the benefit and retirement plans noted in Articles 16 and 17 of the Agreement, and will similarly remit such monies to the Union, together with Union dues, as required pursuant to Article 7 of the Agreement.

SCHEDULE "C"

INSURANCE PLAN COVERAGE

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

- \$40,000.00 life insurance per employee;
- \$40,000.00 A. D. & D. per employee;
- dental plan at the latest fee schedule available;
 - Basic services: 80% up to \$1,500 per person annual
 - Comprehensive: 50% up to \$1,500 per person annual
 - Orthodontic: 50% up to \$2,000 lifetime maximum per child under 19
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial pharmlcare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$200 per year
 - over 21: \$200 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the first (1st) day of accident and the fourteenth (14th) day of sickness for a maximum of one hundred nineteen (119) days (1/14/119);
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (120/65).

SCHEDULE “D”

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.

COLLECTIVE AGREEMENT

**BETWEEN MAC & MAC HYDRODEMOLITION
SERVICES INC.**

**AND CONSTRUCTION AND ALLIED WORKERS'
UNION, LOCAL #68
Affiliated with the
CHRISTIAN LABOUR ASSOCIATION
OF CANADA**

JULY 1, 2002 - JUNE 30, 2007