

COLLECTIVE AGREEMENT

BETWEEN **HAEBLER 2000 CONSTRUCTION INC.**
(hereinafter referred to as "the Employer")

AND **CONSTRUCTION AND ALLIED
WORKERS' UNION, LOCAL NO. 68**
affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as "the Union")

July 1, 2002 - June 30, 2004

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 set forth herein;
 - c) to establish an orderly system for the promotion, transfer, layoff, and recall of employees;
 - d) to establish a prompt, just, and equitable procedure for the disposition of grievances;

- e) and generally, through the full and fair administration of all 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 It is agreed that 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 of such rights and privileges.
- 1.03 Should any provision of the Collective Agreement be rendered null and void, or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 1.04 The Parties agree that
- Part 3, Wages, Special Clothing & Records;
 - Part 4, Hours of Work and Overtime;
 - Part 5, Statutory Holidays;
 - Part 7, Annual Vacation; and
 - Part 8, Termination of Employment
- of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this agreement.
- 1.05 Notwithstanding Article 1.04, should any government legislation or regulation vary conditions as defined in this agreement, such conditions, where more favourable, shall automatically apply.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in British Columbia as established in the certification issued by the British Columbia Labour Relations Board, dated March 15, 1994 and as classified in Schedule "A" attached hereto and made part hereof.
- 2.02 It is agreed that 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 mutual agreement in writing of the parties hereto. 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.
- 2.03 The Employer agrees that the Christian Labour Association of Canada and its duly appointed representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 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, and to make, alter, and amend rules of conduct and procedure for employees, provided that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;

- 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 hereinafter set forth.

2.05 The Employer may subcontract out work where:

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

2.06 Work normally performed by members of the bargaining unit will not normally be subcontracted out if employees qualified to do the work are on lay-off, or if employees qualified to do the work must be laid off, demoted, or discharged as the result of the subcontracting out of work.

ARTICLE 3 - UNION REPRESENTATION

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

- a) The Union has the right to appoint Stewards. The Steward are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this agreement.

- b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters. Time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the Bargaining Committee Members concerned, will also be paid by the Employer.
- 3.04 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. A CLAC Representative may attend such meetings if that is requested by an employee.
- 3.05 There shall be no Union activity on Employer's time except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 4 - STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will, in accordance with Section 57(1) of the Labour Relations Code of British Columbia, not declare or authorize any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will, in accordance with Section 57(2) of the Labour Relations Code of British Columbia, not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer 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.
- 5.02 Subject to Article 5.03, the Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are part-time employees or employees on layoff qualified to do the work.

- 5.03 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs and terminations. The name, social insurance number, date of hire and classification of new employees shall be provided to the Union once monthly.
- 5.04 New employees will be hired on a three (3) month probationary period, and thereafter shall attain regular employment status.
- 5.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 5.06 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 will 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's purpose and representation policies to such new employee.
- 5.07 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.

ARTICLE 6 – CHECK OFF

- 6.01 The Employer is hereby authorized and shall deduct, each month, Union dues or a sum in lieu of Union dues, from each employee's pay, in the amount of one and four tenths of one percent (1.4%) of gross pay, as a condition of employment. Deductions shall be made effective the first day of the month following date of hire from all employees. The Employer shall also deduct initiation fees as authorized by the employee. The Union and the employees further agree that the Employer shall be saved harmless for all deductions and payment so made.
- 6.02 The total amount checked off will be mailed to the Union's provincial office each month, within a week after the check off is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.
- 6.03 Employees who, because of conscientious objections, cannot support the CLAC or any other trade union, may apply to the Union in writing explaining their objection and requesting that their dues be forwarded to a registered Canadian charitable organization. This organization will be selected by mutual agreement between the employee and the Union.

The Union will forward such monies at the end of each calendar year. Approval of the objector's request is subject to the Union's internal guidelines on what constitutes a conscientious objection.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A".
- 7.02 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.
- 7.03 The Employer agrees to pay two (2) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control. The Employer has the right to instruct employees at the end of the day to call in before reporting to work the next day to determine if they should show up or not.
- 7.04 If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay if the work is suspended by the Employer because of any reason beyond the control of the employee. This provision shall not apply if the stoppage is due to a labour dispute between the Employer and the Union.

ARTICLE 8 - HOURS OF WORK, REST PERIODS, OVERTIME AND SUNDAY LABOUR

- 8.01 The regular workweek shall consist of five (5) eight- (8) hour days, Monday to Friday inclusive. The regular workweek may only be altered by agreement of the parties. Work performed in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Work performed in excess of eleven (11) hours per day and forty-eight (48) hours per week, excluding daily overtime, shall be paid at the rate of two (2) times the regular rate of pay.

- 8.02 Saturday work shall be paid at the rate of one and one half (1½) times the regular rate. Only if an employee has missed regular hours during the week may he make up his lost time at the regular rate of pay to a maximum of eight (8) hours. Saturday work at overtime rates on a particular job site or project shall first be offered to employees regularly working on that job site or project.

Employees shall have the right to refuse overtime and/or Saturday work except in an emergency.

- 8.03 There shall be no regular work done on Sunday. If work must be performed because of an emergency, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours.
- 8.04 Employees who are called in for Sunday emergency work, or called back for overtime work on all other days, shall be paid two (2) hours at their regular rate as call-in pay in addition to the actual time worked which shall be paid at the applicable overtime rate.
- 8.05 There shall be two (2) coffee breaks of fifteen (15) minutes' duration each per day, one in the forenoon and one in the afternoon.

In case of overtime, employees shall be entitled to an additional coffee break provided there is no break in working time. Thereafter there shall be additional coffee breaks every two (2) hours, provided overtime continues after the break.

- 8.06 There shall be a lunch period of one-half (1/2) hour per day, after the first four (4) hours of the shift.

- 8.07 Shift work shall be paid in accordance with the following:
- a) a shift commencing between the hours of 12:00 noon and 11:00 p.m. shall be paid at the rate of one hundred and ten percent (110%) of the regular rate;
 - b) a shift commencing between the hours of 11:00 p.m. and 6:00 a.m. shall be paid at the rate of one hundred and twenty percent (120%) of the regular rate.

No employee shall work more than one (1) shift in a twenty-four- (24) hour period under the conditions of this Article.

ARTICLE 9 - VACATIONS AND VACATION PAY

- 9.01 Employees with less than three (3) years' service shall be entitled to receive an amount equal to eight percent (8%) of their total annual gross earnings in vacation pay and in lieu of statutory holiday pay. Employees who have completed three (3) or more years of service shall receive an amount equal to ten percent (10%).
- 9.02 The Employer will endeavour to grant vacations at the times requested in the vacation season or period, considering business requirements. The employees shall attempt to schedule holidays in such a way as to cause least interference with workloads. If a choice must be made between two or more requests for vacation at the same time, length of service shall apply.
- 9.03 Employees shall have their vacation pay and statutory holiday pay paid out each pay period.

9.04 Applications for vacation time shall be submitted to the office in writing, and confirmation of vacation time shall also be returned in writing within three (3) weeks of the request being submitted.

ARTICLE 10 - HOLIDAYS

10.01 No work shall be performed on the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial government shall be covered by the provisions of this Article.

10.02 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of two (2) times the regular rate of pay in addition to his holiday pay.

10.03 Holidays outlined in Article 10.01 may be taken on a different day by mutual agreement between the parties.

ARTICLE 11 - LAYOFF

11.01 In case of lay-offs, the Employer will be guided by the following considerations:

- a) length of employment of the employee;
- b) ability of the employees to perform the available work.

Ability to perform available work being relatively equal, the rule shall prevail that the employee having been employed the longest shall be laid off last, and recalled first.

- 11.02 The Employer shall give three (3) days' notice of layoff when possible.
- 11.03 The Employer shall not be required to give three (3) days' notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 11.04 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.05 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 11.06 The Employer agrees to notify the Stewards and Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employees' classifications and latest available phone numbers.

**ARTICLE 12 - TRANSPORTATION, TRAVEL TIME, AND
OUT-OF-TOWN JOBS**

- 12.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and subsistence allowances as established in this Article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.
- 12.02 If an employee is required to use his own vehicle to and from the job site, he shall be paid thirty-three cents (\$0.33) per kilometre for all distances beyond a fifty- (50) kilometre radius of the job site. Employees who travel between jobs on the same day and/or who use their vehicles to transport materials, shall be paid the foregoing travel rates and the free travel radius shall not apply.
- 12.03 Travel expenses to and from out-of-town projects shall be paid by the Employer at thirty-three cents (\$0.33) per kilometre or for the cost of public transportation, at the employee's option.
- 12.04 Travel time shall be paid by the Employer for all time in excess of one (1) hour, each way, for each day worked, at the employee's regular straight-time hourly rate of pay. On out-of-town jobs, the Employer and the Union shall meet to determine travel time rates for local-hire employees prior to the job.

- 12.05 For all employees who are required to stay away from home overnight, the Employer agrees to provide reasonable accommodation based on double occupancy, and meals purchased at a restaurant or similar establishment. If employees are required to go out of town for one (1) day, the Employer will pay for all meals except the first meal. In lieu of providing lodging and meals, the Employer and employee may agree on an allowance whereupon the employee can purchase lodging and meals of his own choosing.
- 12.06 On projects where transportation, travel time, and lodging could apply and where conditions are not covered by the provisions of Article 12, the parties shall meet to negotiate mutually acceptable provisions.

ARTICLE 13 - HEALTH AND WELFARE PROGRAM

- 13.01 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, on behalf of all eligible employees as per Article 13.02. An outline of the Plan is listed in Schedule "B".
- 13.02 a) 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.

- 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 of all benefit plans, and that neither the Employer nor the Union 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.

13.03 The Employer agrees to contribute a maximum of fifty percent (50%) of the cost of the B.C. Medical Services Plan for regular employees, upon evidence of payment.

ARTICLE 14 - RETIREMENT FUNDS

14.01 The Employer agrees to match employee contributions to the Union-administered group RRSP plan up to one dollar (\$1.00) per hour, for all hours worked and to remit these funds to the Union. Upon completion of six (6) months of contributions received by the Plan, the employee shall receive the entire sum contributed by the Employer in the form of a personal RRSP. Thereafter all future contributions shall be deposited in the same manner and shall remain the property of the employee subject only to the rules governing RRSP Plans.

ARTICLE 15 - UNION-MANAGEMENT COMMITTEE

15.01 The parties to this Agreement pledge to work toward 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 toward 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.
- 15.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every four (4) 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) hiring policies;
 - ii) discipline and discharge policies;
 - iii) training and promotion;
 - iv) matters that affect the working conditions of the employees.

- b) The Employer and the Union shall each appoint three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Union's provincial office.

15.03 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 twenty dollars (\$20.00) to a committee member for each meeting attended.

In the event that a committee member is required to travel to the site where the meeting is held, he will be compensated at thirty-three cents (\$0.33) per kilometre or for the cost of public transportation, at the employee's option.

15.04 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.

15.05 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, delegated, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 16 - SAFETY AND SAFETY COMMITTEE

16.01 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) The Employer agrees to adhere to all relevant Workers' Compensation Board health and safety regulations.

16.02 The Union-Management Committee outlined in Article 15 shall also serve as a Health and Safety Committee. The committee shall meet at a time mutually agreeable to the parties. The meeting shall be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of the co-operative interest in the safety of the workforce. The Employer shall maintain a record of the meetings and the matters discussed.

The Safety Committee shall make inspections of all job sites at its discretion.

16.03 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 shift.

16.04 An employee who is injured on the job and who requires transportation from the work site to his local physician or hospital shall receive such transportation provided for by the Employer.

16.05 Following a serious accident or an incident which could have resulted in a serious accident, the Union-Management Committee shall convene as soon as possible to investigate and report to the Union and the Employer.

- 16.06 All safety equipment required in the performance of an employee's duties shall be supplied and paid for by the Employer. These shall include, but shall not be limited to:
- a) welders' gloves and helmet replacement or repair;
 - b) cutting goggles;
 - c) safety glasses;
 - d) hard hats;
 - e) proper hearing protection;
 - f) any other items necessary to the particular job.

ARTICLE 17 – TOOLS AND TOOL ALLOWANCE

- 17.01 a) All tradesmen shall supply their own hand tools, not including power tools.
- b) Skilled tradesmen shall receive a tool allowance of thirty cents (\$0.30) for every hour worked if they choose to supply their own tools. Skilled tradesmen who wish to receive the tool allowance must, where needed, supply the following tools: power saws, drills, sanders, grinders, cordless drills and bits, hand tools, hand levels, squares, nail guns including small compressors, chop saws, and similar types of items.
- c) Tools which will be provided by Haebler Construction are Hilti drills, large compressors, optical levels, transits, lasers, and consumables.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 a) The Employer shall grant leaves of absence, without pay and without loss of employment status, for the following reasons, for a maximum period of one (1) month:

- i) sickness in the immediate family;
- ii) death in the immediate family.

Immediate family is defined as parent, grandparent, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse, or child.

b) Requests for leaves of absence for educational purposes, subject to conditions outlined in Articles 18.01(a) shall be negotiated between the Employer and the employee. In the event of a dispute, the request for leave shall be reviewed and decided by the Union-Management Committee established in Article 15.

18.02 The above shall not preclude extensions for education or personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.

18.03 The Employer shall grant up to three (3) days' leave, with pay, in the event of the death of a member of the immediate family, if such are working days.

ARTICLE 19 - APPRENTICESHIP

- 19.01 It is agreed that apprentices shall be paid a percentage of journeyman rates in accordance with Schedule "A".
- 19.02 Apprentices must be registered with the Director of Apprenticeship by the Employer within six (6) weeks of commencement of employment.
- 19.03 Apprentices attending trade school shall be paid fifty dollars (\$50.00) per week in a lump sum payment, immediately prior to their attendance at trade school, as a supplement to EI payments. Such a subsidy may be recoverable by the Employer in the event that the employee does not return to work following completion of the school term.

ARTICLE 20 - EDUCATION AND TRAINING FUND

- 20.01 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.
- 20.02 The Parties shall equally bear the costs associated with printing and publication of the collective agreement.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.01 The parties to this Agreement recognize the Stewards, and the CLAC Representatives specified in Article 3, as the agents through which employees shall process their grievances and receive settlement thereof.

- 21.02 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 five (5) workdays 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.
- 21.03 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. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 21.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 22, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 21.05 Step 1: Any employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2: If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written Step 2 grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following said meeting.

ARTICLE 22 - 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 under the following procedure.
- 22.02 The party requiring 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 meet in an 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 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

- 22.05 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.
- 22.06 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 22.07 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.
- 22.08 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 21 and 22 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 22.09 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.
- 22.10 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.

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

ARTICLE 23 - DISCHARGE, SUSPENSION, AND WARNING

23.01 When the attitude or performance of an employee calls for a warning by the Employer, such warning shall be a written one, and a copy of this warning will be forwarded immediately to the area office of the CLAC.

23.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 24 - DURATION

24.01 This Agreement shall be effective on the first (1st) day of July, two thousand and two (2002), and shall remain in effect until the thirtieth (30th) day of June, two thousand and four (2004) and for further periods of one (1) year, unless notice in writing is given, by either party, of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

24.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items shall be retroactive from the date of signing to the expiration date of the expired agreement.

24.03 Until a new agreement has been concluded all provisions in this Collective Agreement shall remain in full force and effect.

24.04 The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code.

DATED at Vancouver, British Columbia, this _____ day of _____, 2003.

Signed on behalf of
**HAEBLER 2000 -
CONSTRUCTION INC.**

Signed on behalf of
**CONSTRUCTION AND
ALLIED WORKERS'
UNION, LOCAL 68**

B.C. Representative

Bargaining Committee Member

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

Classification *	Hourly rates effective	
	<u>July 1, 2002</u>	<u>July 1, 2003</u>
Journeyman Carpenter	\$ 22.50	\$ 22.75
Uncertified Carpenter	\$ 21.00	\$ 21.00
Formwork Carpenter	\$ 21.00	\$ 21.00
Shop Carpenter	\$ 20.00	\$ 20.00
Cement Finisher	\$ 21.40	\$ 21.65
Skilled Labourer	\$ 19.90	\$ 20.15
Semi-skilled Labourer	\$ 17.25	\$ 17.50
Hoist Operator	\$ 15.25	\$ 15.50
Unskilled Labourer	\$ 15.00	\$ 15.00
Shop Helper	\$ 15.00	\$ 15.00
Part-time/Casual	\$ 10.00-12.00	\$ 10.00-12.00

* The parties are committed to the development and training of multi-skilled construction tradesmen. Traditional craft delineation will be recognized for pay and apprenticeship purposes but will not be used to limit employee training or versatility subject only to qualifications and safe work practices.

SCHEDULE 'A' - PAGE 2
CLASSIFICATIONS AND RATES OF PAY

General

1. The Union and the Employer may determine on a project or site basis, if relief from an obligation is required to become competitive or if employee concerns have not been 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. First Aid Tickets

One employee on each crew shall be encouraged to obtain a First Aid Ticket, with those in possession of a valid ticket to receive the following premium:

A or B Ticket	-	\$0.65 per hour
C Ticket	-	\$0.50 per hour

Employees will be assigned to first aid duties as required at the discretion of the Employer. The above premium will apply to all hours for which the employee is officially designated as first aid person by the Employer. The Employer reserves the right to employ first aid attendants who are not tradesmen or not members of the bargaining unit.

3. Working foremen shall be paid a minimum premium of two dollars (\$2.00) per hour or an amount mutually agreed by the Parties.

SCHEDULE 'A' - PAGE 3
CLASSIFICATIONS AND RATES OF PAY

4. Should any government legislation or regulations increase the above rates, these rates shall automatically conform.
5. The Employer agrees that no work that can normally and competently be done by its own workforce will be sublet under any conditions unless it is expressly agreed to by the Union, irrespective of the provisions of Article 2 of the Collective Agreement.
6. Apprentices shall be paid a percentage of current journeymen rates, as follows:

1st Year	60%
2nd Year	70%
3rd Year	75%
4th Year	85%

COLLECTIVE AGREEMENT

BETWEEN

**HAEBLER 2000 CONSTRUCTION
INC.**

AND

**CONSTRUCTION & ALLIED
WORKERS' UNION,
LOCAL NO. 68
affiliated with the
Christian Labour Association of
Canada**

July 1, 2002 - June 30, 2004

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SCHEDULE “B” HEALTH AND WELFARE PLAN

The following is an outline of the Health and Welfare Plan referred to in Article 13 of the Collective Agreement. This outline is provided for information purposes only, and does not form part of the agreement.

\$40,000 life insurance per employee;

\$40,000 A. D. & D. per employee;

Long term disability insurance with 67% of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred nineteen (119) days until age 65;

Prescription drug plan for employee and family;

A basic dental plan at the latest fee schedule available;

Extended health coverage for employee and family;

Semi-private hospital coverage with no deductible for employee and family;

Optical insurance for employee and family; \$200 every two years and every year for children;

Short term disability insurance with 67% of earnings, to a maximum of \$1,500.00 per month, per employee, payable after the first (1st) day of accident and the fourteenth (14th) day of sickness.

Old Document - Keep on computer!!

MEMORANDUM OF UNDERSTANDING

Between: **HAEBLER CONSTRUCTION LTD.**
(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")

The above parties, signatory to a Collective Agreement effective July 1, 1994 to June 30, 1996, agree that the provisions of Article 5.04 stipulating a probationary period of three (3) months, does not apply to employees who are required to be hired as a contractual requirement by the owner/client.

Employees imposed on the Employer as a condition of contract or as a result of job specifications may be laid off following completion of the project without regard for the provisions of Article 11.01 governing lay-offs.

Dated at Vancouver, British Columbia, this _____ day of

_____, 1994.

Signed on behalf of
**HAEBLER CONSTRUCTION
LTD.**

Signed on behalf of
**CONSTRUCTION AND ALLIED
WORKERS' UNION, LOCAL 68**
