

## **COLLECTIVE AGREEMENT**

**BETWEEN: MARTENS ASPHALT LTD.**  
(hereinafter referred to as "the Employer")

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

January 1, 2003 to December 31, 2005

### **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 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 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 wellbeing.

## **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.
- 2.02 This Agreement covers all employees of the Employer as classified in Schedule "A", attached hereto and made part hereof.
- 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 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 written agreement between the parties.
- 2.05 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 and equipment;
  - b) to maintain order, discipline, and efficiency;
  - c) to hire, direct, transfer, promote, layoff, discipline, 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 in Article 20.

### **ARTICLE 3 – SCOPE**

- 3.01 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.
- 3.02 Notwithstanding Article 3.01, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 3.03 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.
- 3.04 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in cases of emergency, or for training, instructional, or evaluation purposes. Such work shall not cause the layoff, transfer, or demotion of a member of the bargaining unit.
- 3.05 The Employer agrees that job classifications covered by this Agreement and the work performed by the employees in those job classifications cannot be reduced in number or eliminated by the contracting out of such work, except as specifically provided in this Agreement.

- 3.06 The Employer may contract out work where:
- a) he does not have the necessary facilities or equipment;
  - b) he does not have or cannot acquire the required manpower;
  - c) there is a joint bid on a project which requires that the work be shared with the other party to the bid;
  - d) he cannot compete in terms of cost or where such work is inaccessible to members of the Union, conditional upon the Union's review and approval.

#### **ARTICLE 4 – REPRESENTATION**

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 4.02 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.
- 4.03 The Union has the right to appoint or elect Stewards. Stewards 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.
- 4.04 Stewards will not absent themselves from their work to deal with union business 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 during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer directs that they be dealt with during breaks.

- 4.05 The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the appropriate rate, to a maximum of forty (40) hours.
- 4.06 The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.
- 4.07 CLAC representatives shall have the right to visit at the location where employees are working. Such visits shall not unduly disrupt the flow of work.
- 4.08 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative shall be entitled to attend such meetings.

## **ARTICLE 5 – STRIKES OR LOCKOUTS**

- 5.01 In accordance with the Labour Relations Code, during the term of this Agreement, or while negotiations for a further Agreement are being held:
  - a) the Union will 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; and
  - b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

## **ARTICLE 6 – CHECK OFF**

- 6.01 a) The Employer is authorized and shall deduct, monthly Union dues, or a sum in lieu of Union dues, from each employee's pay as a condition of employment. The Employer shall also deduct initiation fees as authorized by an employee.
- b) The amount of Union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the Constitution.
- 6.02 The total amount checked off will be mailed to the Union's regional office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each.

## **ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 7.01 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.
- 7.02 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 lay-off available who are qualified to do the work.
- 7.03 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs and terminations. The name, social insurance number, address,

phone number, date of hire and classification of new employees shall be provided to the Union once monthly.

- 7.04 a) New employees will be hired on a four hundred eighty- (480) hour probationary period and thereafter shall attain regular employment status.
- b) Probationary period shall be used by the Employer to assess new employees and determine their suitability for long-term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer.
- 7.05 Employees on probation are covered by this Agreement, except those provisions which specifically exclude probationary employees.
- 7.06 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.
- 7.07 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.
- 7.08 A Steward shall be given ten (10) minutes off work to greet new employees on their first shift, and to discuss Union membership with them.

## **ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY**

- 8.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 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 negotiation between the Employer and the Union. If no agreement is reached, either party may resort to the Grievance Procedure.
- 8.03 If the Employer bids on a job, the specifications of which call for the employment of some local labour, or the paying of prevailing rates of pay, or both, representatives of the owner of the project, of the Employer, and of the Union, shall meet to make a decision in regard to the employment of such labour, or in regard to the rates to be paid, or both.
- 8.04 Employees shall be paid for the classification in which they work rounded up to the next one half (1/2) hour. Employees working in more than one classification in a given day shall report time spent in each classification to the crew foreman on a daily basis.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

- 9.01 The normal work week shall consist of five (5) eight- (8) hour working days, Monday to Friday inclusive. The normal workweek and days off may be varied on specific projects by agreement of the parties.
- 9.02 There shall be two (2) rest periods (or coffee breaks), with pay, of ten (10) minutes' duration each, daily, at the workstation if possible.

- 9.03 Work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. Work performed in excess of twelve (12) hours per day shall be paid at the rate of two (2) times the regular rate of pay.
- 9.04 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first twelve (12) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
- 9.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, 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, irrespective of weekly hours.
- 9.06 a) An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer. If employees decline alternate employment, they shall have the option to go home and claim the two (2) hours' reporting pay or pay for actual time worked, whichever is greater.
- b) If an employee should be "called out" on weekends, he shall be paid a minimum of four (4) hours times the appropriate overtime rate for each call out.
- 9.07 Shift work shall be defined as eight (8) hours' work at other than normal working hours on three (3) or more consecutive days.

9.08 Shift work shall be paid a premium of one (1) hour's pay at the regular straight time rate, in addition to hours worked.

## **ARTICLE 10 - VACATION AND GENERAL HOLIDAYS PAY**

10.01 All employees shall receive annual vacation upon completion of the following periods of service, with a total payment for both general holidays and vacations, calculated as a percentage of their gross earnings:

- a) from start of employment up to and including five (5) years of employment -- at ten percent (10%);
- b) on completion of five (5) years of employment -- three (3) weeks' vacation, with pay at twelve percent (12%).

10.02 The Employer will endeavour to grant vacations at the time requested in the vacation season or period considering business requirements. The Employer may limit the number of employees on vacation during vacation season as follows:

From May to September – two (2) employees from different divisions.

During October – three (3) employees from different divisions.

10.03 Vacation pay will be banked by the Employer. Employees may have up to three (3) draws per calendar year provided there is sufficient written notice. Regardless of any draws taken within the calendar year, a final pay out must be completed before the end of that calendar year.

10.04 Full time employees must submit holiday requests in writing prior to the first (1<sup>st</sup>) day of May will be considered in accordance with their length of service. The Employer shall post a finalized holiday schedule no later than the first (1<sup>st</sup>) day of June

in each calendar year. Requests for time off after the first (1<sup>st</sup>) of May, may be granted on a first come, first served basis.

## **ARTICLE 11 - GENERAL HOLIDAYS**

11.01 The Employer agrees to recognize as days not worked, the following thirteen (13) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Commonwealth Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Two (2) floating holidays

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

11.02 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.

11.03 If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, his following regularly scheduled workday shall be his statutory holiday, unless an alternate day is mutually agreed on between the Employer and the employee.

11.04 In the event that a statutory holiday falls on a Tuesday, Wednesday, or Thursday, it may be rescheduled by agreement of the parties.

## **ARTICLE 12 - LAYOFF AND RECALL**

- 12.01 Employees shall be laid off and recalled in accordance with their length of service and their ability to perform the available work. However, an employee shall not gain recall rights until he/she has accumulated a total of two thousand (2000) hours. The longest serving employee with the requisite qualifications and experience shall be given first right of refusal for available work on a daily basis.
- 12.02 When the Employer deems it necessary to reduce the work force, he shall inform the Union of the need for layoffs. Probationary employees shall be laid off before regular employees are laid off.
- 12.03 If a customer name requests a particular employee for a certain job, then that employee shall be assigned such work regardless of time of service.
- 12.04 Whenever possible, employees shall receive one (1) week's notice of layoff.
- 12.05 Whenever possible, any employee who voluntarily quits the employ of the Employer shall give one (1) week's notice to the Employer to enable the Employer to hire an adequate replacement.
- 12.06 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.
- 12.07 Any employee laid off and recalled for work must return after being recalled, or make definite arrangements with the Employer to return. Employees shall inform the Employer if they should leave on vacation or be unavailable for recall during layoff.

12.08 All vacant positions, new positions, and promotions shall be posted at the field office, and copied to stewards, for a minimum of one (1) week. Any employee of the Employer covered by this agreement may apply for such vacant or new position and the Employer shall fill such a position with the applicant employee who has the greatest seniority provided that ability to perform the work is relatively equal. Unsuccessful applicants will be given an opportunity to train as often as is reasonably possible.

### **ARTICLE 13 - TECHNOLOGICAL CHANGE**

13.01 The Employer shall notify the Union three (3) months in advance of his intent to institute material changes in production methods or facilities, which would result in retraining, layoff or termination of employees.

13.02 Where jobs are eliminated due to technological change, the affected employees will be given the opportunity to be trained to operate the new equipment or to assume other duties.

13.03 Employees whose employment is terminated because of technological change shall be entitled to severance pay of one (1) week's pay at his regular straight time for each year of service with the Employer.

13.04 Any disputes arising in relation to adjustment o technological change must be referred to arbitration as provided for in Article 21.

### **ARTICLE 14 - TRANSPORTATION, TRAVEL TIME, AND OUT-OF-TOWN JOBS**

14.01 In lieu of payment for local transportation cost regardless of the employee's place of residence, the Employer shall pay to each

employee employed seventy-five cents (\$0.75) per hour for each hour for which wages are payable hereunder. This compensation will cover all travel time, to and from the job site, within a sixty-five kilometre (65 km) radius from plant site. Travel time beyond a sixty-five kilometre (65 km) radius shall be paid one way at the employee's straight time hourly rates.

Such amounts shall be paid in the pay period and shall be part of gross earnings.

14.02 The Employer may, in consultation with the employees, choose one or a combination of the following room and board arrangements on out-of-town work:

- a) a camp with adequate washing facilities, single sleeping accommodation and dining room;
- b) hotel or motel accommodation based on single occupancy with meals provided, at no cost to the employee;
- c) the employee provides his own meals and accommodation for which the Employer pays a daily allowance of fifty dollars (\$50.00);
- d) the Employer provides accommodation only, based on single occupancy, and pays the employee a daily meal allowance of thirty dollars (\$30.00).

Day rates in (b) and (c) above, will be paid to employees on out-of-town projects while they remain on the site, including weekends.

Where unusual circumstances exist, or on short term jobs, which affect either the availability and cost of room and board, or the allowance for travel, the parties shall review the above provisions with a view to working out acceptable alternatives.

14.03 All isolated jobs which are more than a six (6) hour drive from the centre of operations, that is Chilliwack, shall have a turn-around provision where employees will be granted a turn-around every six (6) weeks for a minimum of one (1) week. The Employer shall pay air or appropriate fare from work to home and from home to work for each turn-around. It is agreed that such payment shall be made upon the employee returning to work.

## **ARTICLE 15 - HEALTH AND WELFARE PROGRAM**

15.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and seventy cents (\$1.70) 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 "B".

15.02 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 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.

15.03 The Employer shall also pay one hundred percent (100%) of the

premium for the B.C. Medical Services Plan, providing the employee has not obtained employment elsewhere.

## **ARTICLE 16 – RETIREMENT FUNDS**

16.01 a) After each employee's completion of the four hundred eighty (480) hour probation period, the Employer shall match the employee's contribution to a maximum of one dollar and twenty-five cents (\$1.25) per hour, for all hours worked, into the RRSP administered by the CLAC Health and Welfare Trust Fund. Except for transfers to other pension plans, pension funds will not be withdrawn by an employee from his RRSP while he is on the Employer's payroll, or for three (3) months following the month in which employment is terminated.

Effective January 1, 2004, the maximum amount shall increase to one dollar and forty cents (\$1.40) per hour.

Effective January 1, 2005, the maximum amount shall increase to one dollar and fifty cents (\$1.50) per hour.

- b) Contributions to the employee's RRSP, administered by the CLAC Health and Welfare 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.
- c) The Employer agrees to co-operate in further payroll deductions to the RRSP as authorized by an employee.

## **ARTICLE 17 – EDUCATION, TRAINING, & PUBLICATION**

17.01 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.

17.02 The parties shall equally bear the costs associated with printing and publication of the Collective Agreement.

## **ARTICLE 18 - UNION-MANAGEMENT RELATIONS**

18.01 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.

18.02 a) In order to further the aims of the enterprise, the parties agree to schedule a Union-Management meeting every two (2) 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) safety measures;
- v) matters that affect the working conditions of the employees.

- b) The Employer and the Union shall each appoint up to 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.

18.03 A committee member, attending 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.

18.04 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.

18.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless abridged, delegated or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

## **ARTICLE 19 - LEAVES OF ABSENCE**

19.01 a) The Employer shall grant leaves of absence, without pay, for the following reasons for a maximum period of two (2) months:

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

Immediate family is defined as: parents, grandparents, sisters, brothers, sons-in-law, daughters-in-law, mother-in-law, father-in-law, spouse, and children.

b) Requests for leaves of absence for educational purposes, subject to conditions outlined in Article 19.01(a), shall be at the Employer's discretion. In the event of a dispute, the request for leave shall be reviewed and decided by the Union-Management Committee established in Article 18.

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

19.03 In the event of death of an employee's parent, sister, brother, step-child, step-parent, mother-in-law, or father-in-law, the employee shall be entitled to be absent from work three (3) days, with pay, if these are working days. In the event of death of an employee's spouse or child, the employee shall be entitled to be absent from work five (5) days, with pay, if these are working days.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

20.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administra-

tion, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

- 20.02 **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.
- 20.03 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.
- 20.04 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 seven (7) 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.
- 20.05 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 21, 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.
- 20.06 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.

20.07 Step 1

A grievance shall be submitted in writing to the Employer within seven (7) 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 21- ARBITRATION**

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

21.02 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.

21.03 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.

- 21.04 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.
- 21.05 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.
- 21.06 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.
- 21.07 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 20 and 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.08 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.
- 21.09 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.

- 21.10 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 21.11 The parties will equally bear the expense of the single Arbitrator.
- 21.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 22 - DISCHARGE, SUSPENSION, AND WARNING**

- 22.01 If after an appropriate number of verbal warnings, an employee's attitude or performance fails to improve and a warning of record is necessary, the Employer shall issue a written warning, and a copy of the warning will be forwarded immediately to a Union Representative and a Union Steward.
- 22.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following 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 23 - DURATION**

23.01 This Agreement shall be effective the first (1st) day of January, two thousand three (2003), and shall remain in effect until the thirty-first (31st) day of December, two thousand five (2005), and for further periods of one (1) 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 four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.

**DATED** at Chilliwack, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

SIGNED on behalf of  
**MARTENS ASPHALT LTD.**

SIGNED on behalf of  
**CONSTRUCTION & ALLIED  
WORKERS' UNION,  
LOCAL NO. 68**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Schedule "A"

### Classifications & Hourly Rates

#### Road Paving Operation

##### Hourly Rate Effective

<b>Classification</b>	<b>Jan 1/03</b>	<b>Jan 1/04</b>	<b>Jan 1/05</b>
Heavy Duty Mechanic/Welder	\$ 23.69	\$ 24.17	\$ 24.65
Plant Operator	\$ 23.69	\$ 24.17	\$ 24.65
Milling Machine Operator	\$ 23.69	\$ 24.17	\$ 24.65
Paver Operator	\$ 23.69	\$ 24.17	\$ 24.65
Screed Operator	\$ 23.69	\$ 24.17	\$ 24.65
Loader Operator	\$ 23.69	\$ 24.17	\$ 24.65
Grader Operator	\$ 23.69	\$ 24.17	\$ 24.65
Cement Finisher	\$ 23.69	\$ 24.17	\$ 24.65
Raker Man	\$ 23.69	\$ 24.17	\$ 24.65
Roller Operator	\$ 23.69	\$ 24.17	\$ 24.65
Grade Man	\$ 23.69	\$ 24.17	\$ 24.65
Plant Helper	\$ 19.63	\$ 20.03	\$ 20.43
Patch Crew - Lead Hand	\$ 22.07	\$ 22.51	\$ 22.96
Patch Crew - Labourer/Raker	\$ 19.91	\$ 20.31	\$ 20.71
Traffic Control Coordinator	\$ 15.45	\$ 15.76	\$ 16.08
Flag Person/Pilot Car Driver	\$ 11.25	\$ 11.48	\$ 11.71
Labourer	\$ 22.61	\$ 23.07	\$ 23.53
Labourer - Semi-skilled (upon completion of 3 months of employment)	\$ 18.70	\$ 19.07	\$ 19.45
Labourer - Unskilled	\$ 15.35	\$ 15.66	\$ 15.97
Labourer - Casual part-time summer student help)	\$ 10.30	\$ 10.51	\$ 10.72
Labourer - Light duty labour	\$ 14.94	\$ 15.24	\$ 15.54

## Schedule "A" -Classifications and Hourly Rates

### Page 2

#### **GENERAL**

1. Trainees may be paid two dollars (\$2.00) per hour less than the applicable rate for three (3) months, at which time the parties agree to a joint review. Trainee rates do not apply in unskilled categories.
2. Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
3. The Employer agrees to replace or repair tools belonging to employees as per an agreed upon list, when worn out, damaged, or stolen on the job, provided however that there shall be no liability on the part of the Employer where employee negligence is established.
4. First Aid Ticket  
One employee on each crew shall be encouraged to obtain a First Aid Ticket. Those in possession of a valid ticket who are designated first aid person(s) by the Employer, shall receive the following premium:

	<u>Job rate plus</u>
"C" Ticket	\$0.30 per hour
"B" Ticket	\$0.35 per hour
"A" Ticket	\$0.45 per hour
5. A working foreman shall receive a minimum of two dollars (\$2.00) per hour above the journeyman rate.
6. A lead hand shall receive a minimum of one dollar (\$1.00) per hour above the journeyman rate.

## Schedule "A" – Classifications and Hourly Rates

### Page 3

7. Apprentices shall be paid according to the schedule below and be governed by the appropriate Apprenticeship and Tradesmen Qualification Act.

Percentages of Journeyman rate paid by Employer for each six month period of apprenticeship:

Six month period 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> 5<sup>th</sup> 6<sup>th</sup> 7<sup>th</sup> 8<sup>th</sup> 9<sup>th</sup> 10<sup>th</sup>

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%

8. Operators and their employees must be in possession of a valid license, ticket, or permit where such is required on the performance of their work.
9. It is understood and agreed that all employees are required to follow Workers' Compensation Board rules and regulations, as well as the Martens Asphalt Safety Program, including but not limited to, such items as wearing of personal safety gear (hard hats, steel toed boots, etc.), and the wearing of seat belts at all times on all equipment provided with them. Failure to comply with these, or any other Workers' Compensation Board safety rules may be grounds for discipline of the employee.

**SCHEDULE “B”**  
**OUTLINE OF INSURANCE PLAN COVERAGE**

**(This schedule does not form part of the Collective Agreement.  
It is for information only.)**

- (a) \$40,000.00 life insurance per employee;
- (b) \$40,000.00 A. D. & D. per employee;
- (c) prescription drug plan for employee and family at 80% up to \$2,000.00 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- (d) dental plan at the latest fee schedule available:
  - Basic services: 100% up to \$1,500.00 per person annually;
  - Comprehensive: 50% up to \$1,500.00 per person annually;
  - Orthodontic: 50% up to \$2,000.00 lifetime maximum per child under 19;
- (e) extended health coverage for employee and family;
- (f) semi-private hospital coverage with no deductible for employee and family;
- (g) optical insurance for employee and family:
  - under 21: \$200.00 per year;
  - over 21: \$200.00 every two years;
- (h) long term disability insurance of sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred twenty (120) days until age 65; (120/65)
- (i) weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the second (2<sup>nd</sup>) day of accident and the fourteenth (14<sup>th</sup>) day of sickness for a maximum of one hundred nineteen (119) days. (2/14/119).

**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.

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MARTENS ASPHALT LTD.**

**AND**

**CONSTRUCTION & ALLIED WORKERS' UNION,  
LOCAL NO. 68**

affiliated with the  
Christian Labour Association of Canada

**January 1, 2003 to December 31, 2005**

## **INDEX**

<b>Topic</b>	<b>Article</b>
Arbitration	21
Check Off	6
Classifications and Rates of Pay	Sched. A & 8
Conscientious Objector Status	Sched. C
Discharge, Suspension, and Warning	22
Duration	23
Education, Training, and Publication	17
Employment Policy and Union Membership	7
Grievance Procedure	20
Health and Welfare Program	Sched. B & 15
Holidays	11
Hours of Work and Overtime	9
Layoff and Recall	12
Leaves of Absence	19
Purpose	1
Recognition	2
Representation	4
Retirement Funds	16
Scope	3
Strikes or Lockouts	5
Technological Change	13
Transportation, Travel Time, and Out-of-Town Jobs	14
Union-Management Relations	18
Vacation and General Holidays Pay	10

