

COLLECTIVE AGREEMENT

Between **MATCON CIVIL CONSTRUCTORS INC.**
(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")

April 1, 2002 - March 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 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.
- 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 of such rights and privileges.
- 1.03 The parties agree that Parts 3, 4, 5, 7, and 8 of the Employment Standards Act form part of this collective agreement, except those provisions specifically modified by this collective agreement

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all its employees in British Columbia except office and sales staff as per the certificate of the Labour Relations Board dated December 10, 1996 and/or as classified in Schedule "A" attached hereto and made part hereof.
- 2.02 It is agreed by the parties 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. 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 duly appointed Representatives of the Christian Labour Association of Canada 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 to operate its business by, but not limited to, the following actions:

- 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 in Article 17.

2.05 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.

2.06 The Employer may contract out work where:

- a) he does not have the necessary facilities, equipment or ability (expertise) e.g. gravel hauling;
- b) he does not have or cannot acquire the required manpower;
- c) where 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.
- 2.07 Non-bargaining unit personnel shall not perform work covered by this Agreement if this should cause the layoff, transfer, or demotion of a member of the bargaining unit.

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 Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
 - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments 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 or Union Representatives will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards or Union Representatives at their regular hourly rate while attending to such matters as well as for time spent on negotiating a Collective

Agreement with the Employer, whenever this takes place during the regular working hours of the employee(s) concerned. The maximum time to be paid for negotiations shall be a total of sixteen (16) hours' pay.

- 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.
- 3.05 There shall be no Union activity on Employer's time, or on Employer's premises 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 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.
- 4.02 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 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 in hiring to members of the Union, provided such applicants are qualified to meet the requirements of the work to be done.
- 5.02 Prior to initiating any hiring in the classifications covered by this Agreement, or in new classifications being created in the bargaining unit, the Employer will first contact the Union's office to inform the Union of the vacancies and to ascertain if the Union has members out of work who are qualified to fill such vacancies.
- 5.03 The Employer has the right to hire new employees as needed, provided that no new employees are hired while there are available employees on layoff who are qualified to do the work.
- 5.04 a) New employees will be hired on a sixty- (60) day (worked) trial period, and thereafter shall attain regular employment status.
- b) The Employer shall notify the Union in writing of the names, addresses, and classifications of any new employees at the time such employees commence employment.
- 5.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. The Employer may terminate the employment of a probationary employee provided that such termination is not arbitrary, discriminatory or in bad faith, and provided that the employee has been properly notified of reasonable standards that (s)he is expected to meet.

- 5.06 Neither the Employer nor the Union will compel employees to join the Union or discriminate against an employee because of Union membership or lack of it. The Employer agrees to inform new employees of the fact that a Collective Agreement is in effect and to introduce new employees to a Union Representative in order to provide an opportunity to acquaint such new employees with the Union's representation policies.
- 5.07 The Union agrees, subject to Union policies, 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 authorized and shall deduct, semi-monthly, Union dues or a sum in lieu of Union dues, from each employee's pay, in the amount of one times (1x) the hourly rate, as a condition of employment. Deductions shall be made effective from date of hire from all employees who work six (6) days or more in the applicable period and during paid leaves. The Employer shall also deduct initiation fees as authorized by the employee.
- 6.02 All employees shall, as a condition of employment at the beginning of employment, be required to give written consent to the deductions specified in Article 6.01, and acknowledge the Union's exclusive bargaining rights.
- 6.03 The total amount checked off will be mailed to the Union's regional office within two (2) weeks of the end of each month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

- 7.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 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 negotiation between the Employer and the Union. If no agreement is reached, either party may resort to the Grievance Procedure.
- 7.03 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.
- 7.04 The Employer may assign employees to any work regardless of the employee's classification. The classifications are meant to describe the general level of skill and capability rather than limit the jurisdiction that can be performed by the employee.
- 7.05 The Employer shall provide descriptions of each employee classification which shall clarify the basis on which an employee is assigned to a classification. The Employer will take input from the Union in formulating the descriptions. The Employer will review each employee's classification on an annual basis, meet with each employee and explain that employee's classification placement.

- 7.06 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.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The normal workweek 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.
- 8.02 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 eleven (11) hours per day shall be paid at the rate of two (2) times the regular rate of pay.
- 8.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
- 8.04 There shall be two (2) rest periods (or coffee breaks), with pay, of fifteen (15) minutes' duration each, daily, at the workstation if possible. If a lunch break is taken, it shall be unpaid.
- 8.05 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.

- 8.06 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.
- 8.07 Shift work shall be defined as eight (8) hours' work starting after 10:00 P.M.
- 8.08 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 9 - VACATION AND GENERAL HOLIDAYS PAY

- 9.01 All employees shall receive ten percent (10%) of their gross earnings as payment for both general holidays and vacations.
- 9.02 The Employer will endeavour to grant vacations at the time requested, in the vacation season or period, considering business requirements. As a guideline, employees with the greatest length of service will have first choice of the time to be granted off. Vacation weeks shall be taken consecutively unless the employee and the Employer agree to other arrangements.
- 9.03 Vacation pay and Statutory Holiday pay shall be paid on each pay cheque.
- 9.04 Length of service shall be calculated, as per Article 10.02(b), from the beginning of employment with Matcon Civil Constructors Inc. or any prior or associated firm.

9.05 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.

9.06 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.

9.07 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.

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

ARTICLE 10 - LAYOFF AND RECALL

10.01 New employees shall complete a sixty- (60) days worked trial period for the Employer to judge the ability of the new employee.

10.02 a) Length of service will be the primary consideration and factor

in the layoff and recall of employees, if skill and ability are relatively equal.

- b) Length of service shall be interrupted only if:
 - i) laid off for more than six (6) consecutive months, or
 - ii) quit, or
 - iii) fired;
 - c) A reduction of work shall be termed a layoff if it is longer than two weeks;
 - d) Taking a job with another employer while there is still work for that employee with this employer constitutes quitting.
- 10.03 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.
- 10.04 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.
- 10.05 Whenever possible, employees shall receive one (1) week's notice of layoff.
- 10.06 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.
- 10.07 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.

10.08 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.

ARTICLE 11 - TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN JOBS

11.01 From Horseshoe Bay to Popkum Road shall be considered lower mainland work and will be at no additional cost. Work outside these areas will be negotiated on a per job basis at bidding time.

11.02 Travel expense to and from out-of-town projects shall be paid by the Employer at twenty-five cents (\$0.25) per kilometre or for the cost of public transportation, at the employee's option.

11.03 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 double 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 sixty dollars (\$60.00);
- d) the Employer provides accommodation only, based on double 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.

- 11.04 All isolated jobs which are more than a six- (6) hour drive from the centre of operations, that is, Langley, 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.
- 11.05 The Employer agrees to reasonably compensate employees where daily parking charges are in effect and employees are required to pay said charges.

**ARTICLE 12 - HEALTH & WELFARE PROGRAM, B.C.
MEDICAL, & R.R.S.P.**

- 12.01 In order to protect employees and their families from the financial hazards of accident and illness, the Employer agrees to contribute to the cost of the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust fund, on behalf of each employee, in accordance with the directions in Letter of Agreement #1. An outline of the Plan is listed in Schedule "B".
- 12.02 a) Employees are eligible to receive coverage on the first of the month following the completion of sixty (60) days 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.

12.03 The Employer agrees to cooperate in the remittance of BC Medical premiums for employees who so elect, via payroll deduction.

12.04 GROUP R.R.S.P.

- a) Effective on the date of ratification of this agreement, the Employer agrees to contribute seventy-five cents (\$0.75) per hour for each hour worked for each employee to the RRSP administered by the CLAC Health and Welfare Trust Fund.
- b) Contributions to the employees' RRSP, administered by the Trust Fund, shall be made in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RRSP

In addition to the foregoing, after each employee has completed three (3) years of employment, the Employer shall match the employee's contribution to a maximum of eighty cents (\$0.80) per hour, for all hours worked, into said plan for each employee. Such contributions are to be made monthly.

ARTICLE 13 - EDUCATION AND TRAINING FUND

13.01 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 14 - UNION-MANAGEMENT RELATIONS

14.01 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.

14.02 a) In order to further the aims of the enterprise, the parties agree to schedule a Union-Management meeting 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) 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, and copy shall be mailed to the Union's provincial office.

14.03 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.

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 abridged, delegated, or modified by this Agreement. The

Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 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 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.
- 15.02 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.
- 15.03 In the event of death in an employee's immediate family (parents, sisters or brothers, spouse or children, step children, step parents, mother-in-law, father-in-law), the employees shall be entitled to be absent from work three (3) days, with pay, if these are working days.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.01 The parties to this Agreement recognize the Stewards, and the CLAC Representative specified in Article 3, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 16.02 The Employer or the Union shall not 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.
- 16.03 A "Group Grievance" is defined as a single grievance signed by a Steward or 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.
- 16.04 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 17, 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.
- 16.05 Step 1 An employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to his immediate supervisor in writing 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 the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

16.06 Due to the distances involved, the time limits beyond Step 1 shall remain flexible in order to deal fairly with the grievance.

ARTICLE 17 - ARBITRATION

17.01 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.

17.02 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.

17.03 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.

- 17.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 17.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, the two parties shall each then nominate an Arbitrator within seven (7) days of the failure to refer the matter to an agreed upon single Arbitrator and shall notify the other party of the name of the aforesaid nominee. The two Arbitrators so appointed shall attempt to select by agreement a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 17.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 17.07 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman of the Arbitration Board governs.
- 17.08 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.
- 17.09 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 17.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

- 17.10 It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 16 and 17 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 17.11 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable, in the opinion of the single Arbitrator or Arbitration Board.
- 17.12 Where the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension the single Arbitrator or the Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable.
- 17.13 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

ARTICLE 18 - DISCHARGE, SUSPENSION, AND WARNING

- 18.01 If an employee's attitude or performance is not satisfactory 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.
- 18.02 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 19 - DURATION

19.01 This Agreement shall be effective the first (1st) day of April, two thousand and two (2002), and shall remain in effect until the thirtieth (30th) day of March, two thousand and four (2004), 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 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.

19.02 The parties agree to exclude Sections 50(2) and (3) of the *Labour Relations Code*.

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

Signed on behalf of
**MATCON CIVIL
CONSTRUCTORS INC.**

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

SCHEDULE "A"

HOURLY RATES

ANYONE CURRENTLY PAID ABOVE THE PROPOSED RATES WILL REMAIN AT THOSE RATES. NO ONE WILL BE REDUCED IN RATES. (*)

<u>Category</u>	<u>April 1, 2002</u>	<u>April 1, 2003</u>
Senior Foreman	26.00	26.50
Junior Foreman	23.75	24.00
Senior Grademan	23.75	24.25
Junior Grademan	21.20	21.60
Senior Pipelayer	23.00	23.75
Junior Pipelayer	21.20	21.60
Manhole Finisher	23.20	24.00
Labourer	15.00-19.20	15.50-19.60
Entry Labourer	10.00	10.50
Flag Person	14.30	14.50
Senior Operator	25.00	25.50
Junior Operator	20.50	21.00
Shoring:		
Foreman	26.00	26.50
Nozzleman/Driller	23.50	24.00
Groutperson/Mixer	19.50	20.10
Tandem Dump*	53.00	54.00
Truck & Pup*	73.00	74.50

* The parties understand that Articles 8, 9, 10, 11, and 12 are not applicable to the noted classifications covering owner/operators.

SCHEDULE "A" - HOURLY RATES - PAGE 2

First Aid Premium for Industrial III \$0.75

The Employer shall reimburse employees for all hours spent attending employment-related courses or seminars (i.e. First Aid) as requested by the Employer and pay course costs upon completion of such courses.

GENERAL

1. Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
2. Where hazardous site material causes unusual deterioration to boots the Employer shall provide the employees with the required footwear.
3. 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	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%						

SCHEDULE "A" - HOURLY RATES - PAGE 3

4. 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.
5. It is understood and agreed that all employees are required to follow Workers' Compensation Board rules and regulations, 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"
INSURANCE PLAN COVERAGE

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

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

SCHEDULE “C”

CONSCIENTIOUS OBJECTOR STATUS

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

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the union’s internal guidelines on what constitutes a conscientious objection.

LETTER OF AGREEMENT #1

Between

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

Affiliated with the Christian Labour Association of
Canada

And

MATCON CIVIL CONSTRUCTORS INC.

Contributions to the Health and Welfare Plan shall be made upon completion of sixty (60) days worked, at which time the Employer shall remit the premium cost of the upcoming month along with the premiums for two (2) additional months' coverage. It is understood that the Employer's obligation to remit a monthly premium amount of one hundred eighty-eight dollars (\$188.00) per employee includes one hundred fifty-seven (\$157.00) remitted directly to the Health and Welfare Plan and the balance to each employee. Any monthly premium increase will be realized by reducing the balance paid to each employee.

At the point of layoff, at the commencement of a vacation leave, at the commencement of an approved leave of absence, or at the start of an absence due to a WCB claim, the Employer shall remit the difference between:

- \$1.25 x the number of hours worked from the commencement of employment or the last date of recall (whichever is more recent)
- and**
- the total dollar value of the remittances to date.

Should there be a negative result to this calculation, the Employer will not remit any further monies.

Provided no more than twelve (12) months have elapsed, upon recall or upon return from any of the aforementioned leaves, the Employer shall remit the difference between any balance in an employee's hour bank and the cost of one month's premium. Thereafter, regular remittances as per Article 12 and this letter shall continue.

DATED at _____, B.C. this _____ day of _____, 2003.

Signed on behalf of
**MATCON CIVIL
CONSTRUCTORS INC.**

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

COLLECTIVE AGREEMENT

BETWEEN

MATCON CIVIL CONSTRUCTORS INC.

AND

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

April 1, 2002 – March 30, 2004

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