

COLLECTIVE AGREEMENT

BETWEEN

MAPLE REINDERS INC.

AND

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

June 1, 2003 to May 31, 2005

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COLLECTIVE AGREEMENT

BETWEEN

MAPLE REINDERS INC.
(hereinafter referred to as the "Employer")

AND

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

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, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff, and recall of employee;
 - d) establish a just and prompt procedure for the disposition of grievances; and
 - e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02, save and except supervisory personnel, office staff, and sales staff.
- 2.02 This Agreement covers all employees in British Columbia as per the certificate issued by the B.C. Labour Relations Board dated February 22, 1994.
- 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 and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by agreement in writing, add, amend, or delete any terms or conditions of the Agreement for the duration of the job or project
- 2.06 The Employer's rights, subject to this Agreement, include but are not limited to the following:
- a) the right to maintain order, discipline, and efficiency; to make, alter and enforce rules and regulations, policies, and practices to be adhered to by its employees; to discipline and discharge employees for just cause;

- b) the right to select, hire, and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer; the direction of the working forces; the scheduling of work; the number of shifts; the methods, processes, and means by which work is to be performed; job content, quality and quantity standards; the right to use improved methods, machinery, and equipment; the right to determine the number of employees needed by the Employer at any time; and generally, the right to manage the business of the Employer, and to plan, direct, and control the operations of the Employer without interference.

2.07 The sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

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 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 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 collective agreement.

- 3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 3.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement, and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.

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 may direct that they be dealt with during breaks.

- 4.05 Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Subject to the operating requirements of the Employer, the Union may request that Union stewards be retained on the job or project in the reduction of the work force. In the event the Employer lays off or transfers the steward to another project, a new steward may be appointed by the Union.
- 4.06 The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in during working hours in negotiations shall be considered time worked, to an accumulated maximum of forty (40) hours per bargaining session, and the Employer shall pay for those hours at the appropriate rate.
- 4.07 The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.
- 4.08 CLAC representatives shall have the right to visit at the location where employees are working. Prior to such a visit, the representative shall identify himself and the purpose of the visit to the project Superintendent to ensure that the visit does not unduly disrupt the flow of work.
- 4.09 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 – WORK STOPPAGES

- 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. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.
- 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 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 quarterly.

- 7.03 a) New employees will be hired on a sixty- (60) working day probationary period and thereafter shall attain regular employment status.
- b) The 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.
- 7.04 Employees on probation are covered by this Agreement, except those provisions which specifically exclude probationary employees.
- 7.05 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.
- 7.06 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.

A Steward shall be given ten (10) minutes off work to greet new employees on their first shift, and to discuss Union membership them.

ARTICLE 8 - WAGE RATES OF PAY

- 8.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A". It is understood and agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement if there is a possible dispute.
- 8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiations between the Employer and the Union.
- 8.03 **Show Up Time**
An employee who reports for work as scheduled, without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of two (2) hours' pay at his prevailing hourly rate. The employee shall also receive his full subsistence allowance if and when applicable.
- 8.04 **Starting Work**
An employee who starts work and is prevented from completing his normal work day shall receive a minimum of four (4) hours' pay at his prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours. The employee shall also receive his full subsistence allowance if and when applicable.
- 8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

- 8.06 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.
- 8.07 Pay day shall be weekly. If payday is a statutory holiday then pay will be given the day before.
- 8.08 Pay slips shall show all regular hours, one and one-half (1½) hours, and two (2) times hours, plus all deductions, including RRSP, etc.

ARTICLE 9 - HOURS OF WORK & OVERTIME

- 9.01 The normal workweek shall be as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 9.02 The overtime rates to be paid are as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 9.03 When a statutory holiday occurs during the employees regular workweek, employees shall receive overtime pay as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 9.04 When a scheduled break occurs it will include a Sunday.
- 9.05 The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.06 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. The employer may, on written notification to the union, adopt a 4 x 10 work schedule at straight time rates. (This shall include the option of back-to-backs with a four-day rest period).

- 9.07 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 8.03 and 8.04.
- 9.08 There will be two (2) coffee breaks of ten (10) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift and before any overtime work if more than one (1) hour. Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked. Employees shall be entitled to an additional coffee break for every four (4) hours overtime worked in a given day.
- 9.09 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.10 Sunday shall be deemed the first day of the week.

ARTICLE 10 - LAY-OFFS

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

ARTICLE 11 - VACATION & VACATION PAY

- 11.01 Employees shall be entitled to an amount equal to five per cent (5%) of the total wages of the employee; and where the employee has completed five (5) years of employment, employees shall be entitled to an additional three per cent (3%) of the total wages of the employee. Vacation entitlements shall be calculated cumulatively with one year equivalent to 2080 hours of service.

11.02 Vacation Pay shall be paid to employees in the first day of May and November each year, or upon the employee's request and the Employer's consent on a separate cheque.

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

ARTICLE 12 - HOLIDAYS & HOLIDAY PAY

12.01 Employees shall be entitled to receive an amount equal to four percent (4%) of their total wages added to each pay cheque in lieu of the following holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| B.C. Day | |

12.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times his regular wages for all hours worked.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND SUBSISTENCE

13.01 On all projects where transportation travel time and lodging could apply, these items shall be negotiated on a project by project basis, between the Employer and the local CLAC Representatives. If the parties are unable to agree, the matter shall be settled by binding arbitration.

13.02 For all employees who are required to stay away from home overnight, the Employer agrees to provide reasonable room and board, consisting of one (1) room for every two (2) people, and thirty-five dollars (\$35.00) for supplementary lodging expenses or,

at the employee's option, seventy dollars (\$70.00) for lodging expenses with no accommodations provided.

- 13.03 In the case of new projects located inside a radius of one hundred (100) kilometres from the employee's place of residence, the Employer agrees to give preference to local Union members. It is understood that there will be no reimbursement for initial and terminal travel time and fare, room and board and daily travel unless there is a specific agreement between the Employer and the employee prior to the commencement of the project.
- 13.04 To the greatest extent possible, having regard for the nature of the Employer's business and the need to respond promptly to contract and customer requirements, the Employer agrees that out-of-town work will be assigned equally to all employees. Employees requested to work out of town will be entitled to a minimum of one (1) week's notice before they are required to report to the out-of-town location whenever this is possible.

To convert miles to kilometres, use a multiplier of 1.609.

To convert kilometres to miles, use a multiplier of .6214.

- 13.05 If an employee uses his own vehicle for company use, he shall be paid thirty cents (30¢) per kilometre.

ARTICLE 14 – UNION-MANAGEMENT COMMITTEE

- 14.01 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour/management relations:
- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;

- b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy, and environment, and in the adequate development of research, production, and marketing;
 - c) the enterprise requires authority relationships under a strong central leadership or management;
 - d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive;
- 14.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:
- i) discipline and discharge policies;
 - ii) training and promotion;
 - iii) safety measures;
 - iv) matters that affect the working conditions of the employees;
- b) The Employer and the Union shall each appoint representatives to the Union-Management Committee. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Union's provincial office.
- 14.03 A committee member, attending the Union-Management meetings during regular working hours, shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.

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

ARTICLE 15 - HEALTH AND SAFETY COMMITTEE

- 15.01 a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment;
- b) the Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership;
- c) it is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question;
- d) the Employer shall schedule regular safety meetings at least once per month for all employees on the site, during the work shift.
- 15.02 a) The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- b) Employees shall have the right to refuse to work, as per Workers' Compensation Board rules, on or with unsafe equipment, tools, or working conditions.

- 15.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of his/her shift.
- 15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.
- 15.05 All safety matters shall be handled in accordance with the established Workers Compensation procedures and the Employer's Safety Manual.
- 15.06 Light Duty Work Programs
If an employee is injured on the job and requires medical attention the employee is entitled to Light Duty Work and he shall inform the attending physician of the same.

The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay one dollar and five cents (\$1.05) per hour for all hours worked to the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund, on behalf of all employees. An outline on the Plan is listed in Schedule "B".
- 16.02 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 Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

ARTICLE 17 - PENSION PLAN

17.01 a) The Employer agrees to contribute one dollar (\$1.00) per hour for each hour worked and the Employer shall deduct thirty-three cents (\$0.33) for each hour worked and the total of one dollar and thirty-three (\$1.33) per hour for each hour worked shall be submitted to the Union for submission to the self-directed RRSP Plan.

- b) Employees shall be allowed to direct additional funds by payroll deduction to the RRSP on self-contributory basis.

17.02 Contributions to the employee's RRSP Plan, administered by the Union, shall be made in accordance with direction by the Union, and the Employer shall be saved harmless for all contributions and administration of the RRSP Plan.

ARTICLE 18 – EDUCATION, TRAINING & PUBLICATION

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

18.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

ARTICLE 19 - TOOLS

19.01 All tradesmen shall supply their own tools, except power tools.

ARTICLE 20 - WORKING CONDITIONS

20.01 All employees shall wear safety hats.

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

20.03 The Employer will furnish employees with safety equipment (including safety glasses) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items.

20.04 The Employer shall provide an adequate dry, heated lunchroom with sufficient space for all to be seated during breaks.

20.05 Wash-up facilities will be provided on each site with hand cleaner, paper towels, etc.

20.06 The Employer shall provide a telephone available to employees for incoming and out going emergency calls at each site.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 The Employer shall grant leaves of absence without pay for the following reasons:

- a) marriage of the employee;
- b) sickness of the employee or employee's immediate family;
- c) death in the immediate family;
- d) Union activity other than directly relating to the Employer;
- e) military leave.

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

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

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

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

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

22.03 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom

employees shall process their grievances and receive settlement thereof.

- 22.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 22.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to Arbitration under Article 23 bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 22.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.
- 22.07 Step 1
A grievance shall be submitted in writing to the Employer within seven (7) calendar 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) calendar days of the day on which the grievance is submitted.

22.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) calendar days of the decision under Step 1 or within seven (7) calendar 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) calendar days of the day on which the Step 2 grievance is submitted.

ARTICLE 23 – ARBITRATION

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

23.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

23.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

23.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.

23.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of confirmed fax receipt shall be deemed to be the date of service.

23.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence

arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

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

ARTICLE 24 - DISCHARGE, SUSPENSION, AND WARNING

- 24.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an

employee to abide by Safety Regulations; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; and the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices. Such suspension or discharge is subject to the Grievance procedure.

- 24.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be noted by the foreman/supervisor. The foreman/supervisor shall inform the Union Steward of the warning within twenty-four (24) hours.

ARTICLE 25 – DURATION

25.01 This Agreement shall be effective on the first (1st) day of June, two thousand three (2003) and shall remain in effect until the thirty-first (31st) day of May, two thousand five (2005), and for further periods of one (1) year unless notice shall be given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within the period from one hundred and twenty (120) to sixty (60) days prior to the renewal date. Should either of the parties give such notice, this Agreement shall continue until the parties renew, revise, or reach a new Agreement.

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

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

Signed on behalf of
MAPLE REINDERS INC.

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

Authorized Representatives

Authorized Representatives

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

WAGE RATE EFFECTIVE

Classification	June 1/03	Jan. 1/04	Jan. 1/05
Certified Journeyman Rate	24.00	CPI	CPI
4th year apprentice 90%		increase*	increase
3rd year apprentice 85%			
2nd year apprentice 75%			
1st year apprentice 65%			
 Cement Mason	 22.90	 CPI	 CPI
		increase	increase
Uncertified Journey Person	21.77	CPI	CPI
		increase	increase
Labourer (skilled)	17.87	CPI	CPI
		increase	increase
Labourer	15.35	CPI	CPI
		increase	increase
Casual (Cleanup/Student)	10.32	CPI	CPI
		increase	increase
 Working foreman	 \$1.00 – \$2.00 per hour premium (based on skill and ability)		

* On January 1, 2004 and on January 1, 2005, classification rates shall be increased by an increase equal to the percentage change in the annual average of the BC CPI for the previous calendar year.

General

1. It is understood and agreed that the wage rates will be adjusted when a project specification stipulates a "fair wage" schedule. The Employer and the Union shall negotiate such rates prior to the start of the project.

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

The Employer and the Union may agree to reasonable partial subsistence allowance where the employee elects to commute to his place of residence or supplies his own living accommodation.

2. **Hours of work**

The normal workweek shall consist of forty (40) hours per week.

3. **Overtime**

Employees will be paid overtime at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Overtime will be paid at the rate of two (2) times the rate for all hours worked over eleven (11) per day or forty-eight (48) per week, excluding daily overtime hours.

- a) When a statutory holiday occurs during the week, overtime shall be paid for all hours in excess of thirty-two (32) hours per week.
- b) Should there be more than four (4) hours overtime per shift, excluding weekend or holiday work, the Employer shall pay for a hot meal (maximum ten dollars [\$10.00]), and provide a thirty-(30) minute unpaid eating break.

4. **Lodging Allowance**

Daily lodging allowance: As per Article 13.05.

The lodging allowance is subject to review on jobs where extenuating circumstances prevail.

5. **First Aid Premium**

Designated First Aid attendants shall be paid a premium as follows:

Level 1 - \$0.25 added to wage rate

Level 2 - \$0.50 added to wage rate

Level 3 - \$0.75 added to wage rate

SCHEDULE "B"

INSURANCE PLAN COVERAGE

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

- \$40,000.00 life insurance per employee;
- \$40,000.00 A. D. & D. per employee;
- extended health coverage for employee and family;
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family:
 - under 21: \$200.00 per year
 - over 21: \$200.00 every two years
- dental plan at the latest fee schedule available;
 - Basic services: 80% 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
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the first (1st) day of accident and the fourteenth (14th) day of sickness, for a maximum of one hundred nineteen (119) days. (1/14/119)
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred twenty (120) days until age 65. (120/65)

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. Employees so designated may have their dues redirected to a mutually agreed charity.