

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**RACH CONTRACTING LTD.**

**AND:**

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

**Affiliated with the  
Christian Labour Association of Canada**

**September 1<sup>st</sup> 2003 - August 31<sup>st</sup>, 2006**

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# COLLECTIVE AGREEMENT

**Between:**

**RACH CONTRACTING 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”)

## **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 employees;
- d) establish a just and prompt procedure for the disposition of grievances; and,

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.
- 2.02 This Agreement covers all employees of the Employer in British Columbia, except supervisory staff.
- 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 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 18.

### **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 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 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.

- 3.05 a) 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.
- b) The Employer agrees that work normally performed by members of the bargaining unit shall not be contracted out.

#### **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 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.
- 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 – 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 to, 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 employees 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 sixty (60) day worked probationary period and thereafter shall attain regular employment status. Their seniority shall be retroactive to their first day of work.
- 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.
- 7.05 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 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 apply for the appointment of an Arbitrator.
- 8.03 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 an employee declines alternate employment, he shall have the option to go home and claim the two (2) hours' reporting pay or pay for actual time worked, whichever is greater. It is the employee's responsibility to phone his or her supervisor before commencing work during inclement weather conditions.
- 8.04 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.

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

- 9.01 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.
- 9.02 Work performed in excess of eight (8) hours per day, or forty (40) hours per week (excluding daily overtime), shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

Work performed in excess of eleven (11) hours per day, or forty-eight (48) hours per week (excluding daily overtime) shall be paid at the rate of two (2) times the regular rate of pay.

- 9.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
- 9.04 There shall be two (2) rest periods (or coffee breaks), with pay, of fifteen (15) minutes duration each, daily, at the work station if possible. If a lunch break is taken, it shall be unpaid.
- 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. This may be altered for specific projects on the mutual agreement between the Employer and the Union.
- 9.06 If an employee should be "called out" on weekends, he shall be paid a minimum of four (4) hours at the appropriate overtime rate for each call out.
- 9.07 Shift work shall be defined as work starting after 10:00 p.m.
- 9.08 Any shift differential worked shall be subject to a three dollars (\$3.00) per hour premium in addition to the base rate.

## **ARTICLE 10 - VACATION/GENERAL HOLIDAYS**

- 10.01 All employees shall receive annual vacation, with a total payment for both general holidays and vacations calculated as ten percent (10%) of their gross earnings.

Upon completion of five (5) years' service, this amount shall increase to twelve percent (12%) of their gross earnings. The additional two percent (2%) for the fifth (5<sup>th</sup>) year shall be paid out as an adjustment on the first pay cheque of the sixth (6<sup>th</sup>) year and thereafter vacation pay calculated at twelve percent (12%) of gross earnings shall be added to each pay cheque. Eligible employees who leave the employ of the Employer shall be paid out all monies owed upon departure.

10.02 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.

10.03 Vacation pay and Statutory Holiday pay shall be paid on each pay cheque.

10.04 The Employer agrees to recognize as days not worked, the following eleven (11) holidays:

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

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

10.05 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.

10.06 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 upon between the Employer and the employee.

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

## **ARTICLE 11 - LAYOFF AND RECALL**

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

11.02 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 lay-off if it is longer than two weeks.

11.03 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, unless the Employer must retain a probationary employee due to specific skills or abilities.

11.04 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.

- 11.05 Whenever possible, employees shall receive one (1) week's notice of layoff.
- 11.06 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.
- 11.07 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 or within five (5) workdays of the date the employee could have reasonably been aware of a recall.
- 11.08 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 12 - TRANSPORTATION, TRAVEL TIME, AND OUT-OF-TOWN JOBS**

- 12.01 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.
- 12.02 Travel expense to and from out-of-town projects shall be paid by the Employer at thirty cents (\$0.30) per kilometre or for the cost of public transportation, at the employee's option.
- 12.03 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 eighty dollars (\$80.00);
- d) the Employer provides accommodation only, based on double occupancy, and pays the employee a daily meal allowance of forty dollars (\$40.00).

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.

- 12.04 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.
- 12.05 The Employer agrees to reasonably compensate employees where daily parking charges are in effect and employees are required to pay said charges.

## **ARTICLE 13 - HEALTH & WELFARE**

- 13.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and ten cents (\$1.10) per hour for all hours worked by all employees to the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. Effective September 1<sup>st</sup>, 2004 this shall increase to one dollar and fifteen cents (\$1.15), and effective September 1<sup>st</sup>, 2005 this shall increase to one dollar and twenty cents (\$1.20). An outline on the Plan is listed in Schedule "B".
- 13.02 a) Employees are eligible to receive coverage on the first day 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.
- 13.03 The Employer agrees to remit the sum of sixty cents (\$0.60) per hour for all hours worked for each employee to the regional office of the Construction and Allied Workers' Union, Local 68 affiliated with the Christian Labour Association of Canada for the purpose of purchasing BC Medical Services Plan coverage.

## **ARTICLE 14 - RETIREMENT FUNDS**

- 14.01 a) The Employer agrees to contribute five percent (5%) of gross wages 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 the administration of the RRSP.

## **ARTICLE 15 - EDUCATION, TRAINING, & PUBLICATION**

- 15.01 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 16 - UNION-MANAGEMENT RELATIONS**

- 16.01 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.
- 16.02 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 a copy shall be mailed to the Union's provincial office.
- 16.03 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.

- 16.04 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.
- 16.05 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 17 - LEAVES OF ABSENCE**

17.01 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, step-parents, grandparents, mother-in-law, father-in-law, sisters, brothers, sons-in-law, daughters-in-law, spouse, children and step-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.

17.02 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.

- 17.03 In the event of death in an employee's immediate family (as described in Article 17.01 above), the employee shall be entitled to be absent from work three (3) days, with pay, if these are working days.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.01 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.
- 18.02 **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.
- 18.03 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.
- 18.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

- 18.05 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 19, 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.
- 18.06 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.
- 18.07 Step 1  
A grievance shall be submitted in writing to the Employer within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.
- 18.08 Step 2  
If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

**ARTICLE 19 - ARBITRATION**

- 19.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 19.02 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.
- 19.03 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.
- 19.04 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.
- 19.05 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.
- 19.06 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.
- 19.07 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 21 and 22 where it appears that

the default was owing to a reliance upon the words or conduct of the other party.

- 19.08 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.
- 19.09 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.
- 19.10 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 19.11 The parties will equally bear the expense of the single Arbitrator.
- 19.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 20 - DISCHARGE, SUSPENSION, & WARNING**

- 20.01 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.
- 20.02 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 21 - DURATION**

21.01 This Agreement shall be effective the first (1<sup>st</sup>) of September, two thousand three (2003), and shall remain in effect until the thirty-first (31<sup>st</sup>) day of August, two thousand six (2006), 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.

21.02 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  
**RACH CONTRACTING LTD.**

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

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

## SCHEDULE 'A'

### CLASSIFICATIONS AND HOURLY RATES

**Current employees will not experience a decrease in rates as a result of the implementation of this schedule**

Category	Sept 1/03	Sept 1/04	Sept 1/05
Labourer (unskilled)	\$ 18.00	Cost of living increase based on the average annual increase in the BC CPI from August 1 <sup>st</sup> , 2003 to July 31 <sup>st</sup> , 2004	Cost of living increase based on the average annual increase in the BC CPI from August 1 <sup>st</sup> , 2004 to July 31 <sup>st</sup> , 2005
Labourer (skilled)	\$ 22.00		
Pipelaye	\$ 24.00		
Instrument Man	\$ 25.37		
Foreman	\$ 26.52		
<b>Operators</b>			
Backhoe 416 and under	\$ 23.05		
Backhoe (trackmount)	\$ 24.25		

#### Training Rates for Non-apprenticable Categories

(Pipelaye, Instrument Man and Operators)

Expressed as percentage of the full rate above

	0-6 months	6-12 months	12-18 months	after 18 months
No experience	75%	85%	95%	100%
Limited experience	85%	95%	100%	

Schedule "A" – Classifications & Hourly Rates  
Page 2

1. First Aid Premium  
Industrial III     \$0.75  
Industrial II     \$0.50

Employees will be paid according to the class of ticket that they hold, not for the class of ticket that the job requires.

The Employer shall reimburse employees for all hours attending First Aid courses and pay course costs upon completion of such course.

2. Instrument men carrying tools and instruments will be paid seven dollars (\$7.00) per day.
3. Stewards' Premium  
Stewards' premium will be twenty-five cents (\$0.25) per hour to a maximum of one (1) steward per twenty (20) members.
4. 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 the Employer for each six month period of apprenticeship as shown on the page following:

Schedule "A" – Classifications & Hourly Rates  
Page 3

Apprentice Journeyman Rates:

<b>Six Month Period</b>	<b>Five Year Term</b>	<b>Four Year Term</b>	<b>Three Year Term</b>	<b>Two Year Term</b>
First	50%	50%	50%	50%
Second	55%	55%	55%	60%
Third	60%	60%	65%	75%
Fourth	65%	65%	70%	90%
Fifth	70%	70%	80%	
Sixth	75%	75%	90%	
Seventh	80%	80%		
Eighth	80%	90%		
Ninth	90%			
Tenth	90%			

## **SCHEDULE “B”**

### **OUTLINE OF INSURANCE PLAN COVERAGE**

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

- \$40,000.00 life insurance per employee;
- \$40,000.00 A. D. & D. per employee;
- dental plan at the latest fee schedule available;
  - Basic services: 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 lifetime maximum per child under 19
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$200 per year
  - over 21: \$200 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident and the fourteenth (14<sup>th</sup>) 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.