

COLLECTIVE AGREEMENT

Between **TYAM CONSTRUCTION LTD.**
(hereinafter referred to as "the Employer")

And **GENERAL & ALLIED WORKERS' UNION,
LOCAL NO. 67**
affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as "the Union")

May 1, 2003 - April 30, 2005

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) to establish a just and prompt procedure for the disposition of grievances;

e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.

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

- Part 3, Wages, Special Clothing, & Records;
- Part 4, Hours of Work and Overtime;
- Part 5, Statutory Holidays;
- Part 7, Annual Vacations; 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.

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 those persons above the rank of working Foreman and office, clerical and engineering staff.

2.02 This Agreement covers all employees in British Columbia. The Employer further agrees that this Agreement covers all employees of the Employer in the Yukon Territory.

- 2.03 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.
- 2.04 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.
- 2.05 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.

- 2.06 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.
- 2.07 The Employer may contract out work where:
- a) he does not have the necessary facilities, equipment or ability;
 - 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;
- 2.08 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. The Employer will also compensate up to two (2) employees 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 - NO CESSATION OF WORK

- 4.01 In accordance with Article 57 (1) of the BC Labour Relations Code, 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 In accordance with Article 57 (2) of the BC Labour Relations Code, 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 employee(s) 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 name(s), address(es), and classification(s) of any new employee(s) at the time such employee(s) commences 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 - CHECKOFF

- 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, as stipulated in Schedule "B", 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, their social insurance numbers and the amount checked off for each employee.

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 apply for the appointment of an Arbitrator.
- 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. It is the employee's responsibility to phone his or her supervisor before commencing work during inclement weather conditions.

- 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.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The normal work week shall consist of five (5) eight- (8) hour working days, Monday to Friday inclusive. The normal workweek and days off may be varied on specific projects by agreement of the parties.
- 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, 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.
- 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 work station 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. This may be altered for specific projects on the mutual agreement between the Employer and the Union.
- 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 Any shift differential worked shall be subject to a \$3.00 per hour premium in addition to the base rate.

ARTICLE 9 - VACATION

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

Upon completion of 5 years' service, this amount shall increase to twelve percent (12%) of their gross earnings. The additional two percent (2%) shall be paid out as an annual adjustment on the first paycheque of the proceeding new year. Eligible employees who leave the employ of the Employer shall be paid out all monies owed upon departure.

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.

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

ARTICLE 10 - GENERAL HOLIDAYS

10.01 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	

* Work on Easter Monday shall be voluntary

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

10.02 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of two (2) times the regular rate of pay. No employee will be required to work on Easter Monday. Where an employee agrees to work, he shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

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

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

ARTICLE 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, skill and ability shall determine the order of layoff and recall of employees.
- b) Length of service shall be interrupted only if:
- i) laid off for more than 3 consecutive months, or
 - ii) quit, or
 - iii) fired
- c) A reduction of work shall be termed a lay off if it is longer than 2 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 All employees, with the exception of those provided with a company vehicle, shall be compensated an additional fifty cents (\$0.50) per hour as travel compensation regardless of the location of the job site.

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

- a) a camp with adequate washing facilities, single sleeping accommodation and dining room;
- b) hotel or motel accommodation with meals provided, at no cost to the employee;

- c) the employee provides his own meals and accommodation for which the Employer pays a minimum daily allowance of eighty dollars (\$80.00). Where the minimum daily allowance does not allow for reasonable compensation for meals and accommodations the parties shall meet to discuss an increased allowance;
- d) the Employer provides accommodation only, and pays the employee a daily meal allowance of forty dollars (\$40.00).

To qualify for room and board allowances over the weekend or statutory holiday(s), an employee must work, the scheduled shift prior to the weekend or statutory holiday and the scheduled shift immediately following the weekend or statutory holiday unless mutually agreed by the employee and the Employer.

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.

12.03 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 four (4) days. 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. On a project by project basis and prior to dispatch, such turn-around schedule may be amended on the mutual agreement of the parties.

ARTICLE 13 - HEALTH AND WELFARE PROGRAM

- 13.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay one dollar and twenty cents (\$1.20) per hour for all hours worked for each employee towards the Health and Welfare Plan administered by the CLAC Health and Welfare Trust Fund.
- 13.02 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 coverage and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage entitlement of benefits are met by the employee, beyond the obligations specifically stated in this Agreement.
- 13.03 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.
- 13.04 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 General and Allied Workers' Union, Local 67 affiliated with the Christian Labour Association of Canada for the purpose of purchasing BC Medical Services Plan coverage.

ARTICLE 14 – GROUP RRSP

- 14.01 The Employer agrees to contribute one dollar and twenty cents (\$1.20) for each hour worked for each employee to the RRSP administered by the CLAC Health and Welfare Trust Fund.
- 14.02 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.
- 14.03 Effective May 1, 2004, in addition to the foregoing, the Employer shall match employee contributions up to a maximum of two (2%) percent.

ARTICLE 15 - EDUCATION AND TRAINING FUND

- 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, a copy of which 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, grandparents, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse or 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 (parents, sister or brother, 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 18 - GRIEVANCE PROCEDURE

18.01 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.

18.02 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.

18.03 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.

18.04 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 18, 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.

18.05 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.

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

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 under the following procedure.

19.02 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.

19.03 The Parties agree that a Single Arbitrator shall be used as provided for in the BC Labour Relations Code. The Employer and the Union shall make every effort to agree on the selection of an Arbitrator within fourteen (14) days after the Party requesting Arbitration has delivered written notice to the other Party. In the event that the Parties fail to agree, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

19.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith. The Arbitrator shall not be vested with the power to change this Agreement or to alter, modify, or amend any of its provisions.

19.05 It is agreed that the Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 17 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

19.06 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision.

19.07 Each Party shall bear one-half (1/2) the cost of the Arbitrator.

ARTICLE 20 - DISCHARGE, SUSPENSION AND 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 (1st) day of May, two thousand and three (2003), and shall remain in effect until the thirtieth (30th) day of April, two thousand and five (2005), and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to delete, change or amend any of the provisions contained herein, within 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
**TYAM CONSTRUCTION
LIMITED**

Signed on behalf of
**GENERAL & ALLIED
WORKERS' UNION, LOCAL
NO. 67**
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>May 1/03</u>
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Labourer (clean up)	18.44
Labourer	23.33
Pipelayer	24.80
Grademan	24.80
Instrument Man	25.37
Flagperson	18.44
Subforeman	25.37
Foreman	26.52
Cement Finisher	24.80
Carpenter	25.37
Carpenter Helper	20.76
Flat Deck Driver	19.60
Hiab Driver	19.89
Dump Driver	20.76

Operators

JD 450 and under	23.05
Above 450	24.23
Backhoe 416 and under	23.05
Backhoe (trackmount)	25.37
Grader (huber)	23.05
Grader Cat 12 and up	23.57
Roller Operator	21.90

Apprentice Operators 75% of rate for first 6 months

SCHEDULE "A"
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 (\$7.00) dollars per day.
3. Stewards Premium
Effective May 1, 2004, stewards premium will be twenty five cents (\$0.25) per hour to a maximum of two (2) stewards.
4. Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
5. Apprentices shall be paid according to the schedule below and be governed by the appropriate Apprenticeship and Tradesmen Qualification Act.
6. Percentages of Journeyman rate paid by Employer for each six month period of apprenticeship:

SCHEDULE "A"
HOURLY RATES – PAGE 3

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 "B"

CONSCIENTIOUS OBJECTOR STATUS

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

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

COLLECTIVE AGREEMENT

BETWEEN

TYAM CONSTRUCTION LIMITED

AND

**GENERAL & ALLIED WORKERS'
UNION, LOCAL NO. 67
affiliated with the
Christian Labour Association of Canada**

May 1, 2003 – April 30, 2005

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