

COLLECTIVE AGREEMENT

BETWEEN

GISBORNE INDUSTRIAL

CONSTRUCTION LTD.

(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:

- 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 as 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 the 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 well-being.
- 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 or the Union of such rights and privileges.
- 1.03 Should any part of this agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this agreement had been executed without the invalid portion.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as identified in the certificate issued by the British Columbia Labour Relations Board, and as defined in Article 2.02.
- 2.02 This Agreement covers all employees in British Columbia except office staff. The Employer further agrees that this Agreement covers all employees of the Employer on such projects in the Yukon Territory.
- 2.03 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 the mutual agreement in writing of the parties. Should classifications and rates other than set out in Schedule "A" be required, the Employer and the Union shall meet and agree as to applicable rate(s).

2.04 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.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 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.

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

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Employer recognizes that:

- a) the Union has the right to appoint Stewards to assist employees in presenting complaints or grievances, and to enforce and administer the Collective Agreement. The Union will advise the Employer, in writing, of the names of Stewards;
- b) duly appointed Representatives of the Christian Labour Association of Canada are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement, and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union Stewards shall not act in the capacity of representatives. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

4.02 The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld. The Employer will pay stewards at their regular hourly rate for time spent attending such duties during their working hours.

- 4.03 Representatives of the Union will have access to visit job sites where members are working during normal working hours subject to the following:
- a) the Union Representative shall identify himself to the job Supervisor upon arriving at a job site;
 - b) in no case will such representative interfere with the progress of work.
- 4.04 The Employer shall notify the Union whenever there is a job site, employing more than five (5) members, which is expected to last more than two (2) weeks.
- 4.05 The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of two (2) on the committee, shall be paid by the Employer to a maximum of thirty-two (32) hours per contract agreement at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.
- 4.06 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. When so requested, the Employer may assign the Union steward to a classification the Union steward is qualified, in the opinion of the Employer, to perform. In the event the Employer transfers the Steward to another project, a new Steward shall be appointed by the Union.
- 4.07 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.

- 4.08 There shall be no Union activity during working hours on the Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 In accordance with Section 57(2) of the *B.C. Labour Relations Code*, it is understood that 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 nor deliberately restrict or reduce the hours of work when this is not warranted by the workload.
- 5.02 In accordance with Section 57(2) of the *B.C. Labour Relations Code*, it is understood that 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, nor otherwise restrict or interfere with the Employer's operation through its members.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Employer has the right to hire new employees as needed.
- 6.02 Notwithstanding Article 6.01, 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 that such applicants, in the opinion of the Employer, are qualified to meet the requirements of the work to be done. Prior to hiring additional or new employees in the classifications covered by this Agreement, or in new classifications being created in the bargaining unit, the Employer

will contact the Union's office and request a list of available members.

- 6.03 The parties agree that the provisions of Article 6.02 will be null and void following thirty (30) days' written notification by either party to the other.
- 6.04 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. Before commencing work, a new employee shall be referred by the Employer to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union purposes and representation policies to such new employee.
- 6.05 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.
- 6.06 It shall be the policy of the Employer to promote from within wherever possible, at the Employer's discretion.
- 6.07 New employees will be hired on a sixty- (60) working day probationary period and thereafter shall attain regular employment status, subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, or qualification shall be at the discretion of the Employer.
- 6.08 Probationary employees are covered by the Agreement excepting those provisions which specifically exclude such employees.

Employees laid off and recalled by the employer within one (1) year of previous employment shall not serve a new probationary period.

ARTICLE 7 – CHECK OFF

- 7.01 The Employer agrees to check off from each employee the amount equal to the Union dues, once monthly, and where applicable, an amount equal to Union dues arrears or Union initiation fees. The total amount checked off will be turned over to the Union Treasurer each month, by the 20th of the month following the check off, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.
- 7.02 The Union will promptly notify the Employer, in writing over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, which is normally two (2) hours at the Employee's regular rate of pay per month, and the Union shall save the Employer harmless for all such deductions.
- 7.03 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees, ranked according to classification, and showing the employee's rate of pay, shall be forwarded to the Union twice yearly.

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 If the Employer bids on jobs which specify a specific rate schedule, the parties agree to meet to determine the rate to be paid for the particular project.

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.
- 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. Employees will be given a meal period of one half (½) 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 of 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 Monday 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 employees' 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 earnings of the employee, and where the employee has completed five (5) continuous years of employment, employees shall be entitled to an additional two per cent (2%) of the total wages of the employee.

- 11.02 Vacation pay and statutory holiday pay shall be paid to employees on termination and/or upon request of the employee.
- 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 five (5%) percent of their total earnings 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 their regular wages for the first twelve (12) hours worked. Thereafter they shall receive two (2) times the regular hourly rate.

ARTICLE 13 - TRANSPORTATION, TRAVEL, AND LODGING

- 13.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and lodging allowances as established in this Article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.
- 13.02 For the purposes of this Agreement, the Employer's base of operations is defined as the Greater Vancouver Regional District (GVRD), and outside the GVRD, the jobsite.

13.03 There shall be a free travel and subsistence zone established for the Employer's base of operations. In addition to the GVRD free travel zone, there shall be a free travel zone of sixty (60) kilometre radius from a job site outside the GVRD.

13.04 A. Travel Allowance

Employees assigned to work on a project outside the Employer's base free zone as defined in Article 13.03, and who reside outside the Employer's base of operations and the job site free zone established in Article 13.03, shall be paid a travel and/or lodging allowance according to the following:

- i) travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer;
- ii) when travel allowance is applicable, the employee will be paid from the Employer's shop or from the employee's home, whichever is closer to the job site;
- iii) travel allowance will be paid only for the beginning and end of a project and again if the employees are laid off and recalled to the same project. Employees who quit the job shall not be entitled to travel allowance;
- iv) travel allowances will not be used in calculating overtime;
- v) the amount of travel allowance shall be subject to negotiation and agreement between the Employer and the Union, with the cost of public transportation and duration of travel as guidelines.

B. Travel Time

On all projects outside the free zone, where an employee

transports an Employer's vehicle to the job, such employee will be paid his regular rate of pay for actual time travelled. Such employees will not receive duplicating travel allowances;

C. Daily Travel

Daily travel allowance will be paid subject to the following conditions:

- i) When an employee is required to travel daily to a project outside the GVRD that is greater than sixty (60) kilometres radius from his permanent residence or temporary residence when receiving lodging allowance.
- ii) Where the Employer does not provide transportation.
- iii) Where the project is outside the free travel zone established in Article 13.03.
- iv) The daily travel allowance will be subject to agreement between Employer and the Union for each project.

D. Lodging Allowance

- i) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay daily lodging allowance (as set out in Schedule "A"), to cover lodging or alternately, the Employer will provide, at the Employer's expense, accommodation for the employees. Lodging allowance per day may change subject to agreement by the Employer and Union, based on area and seasonal cost with room costs based on two (2) employees per room.

Allowance will not be paid for any day on which an employee does not work of his own accord for reason other than job-related accident.

- ii) Lodging allowance, in accordance with Schedule "A", will be paid subject to the following conditions:
 - a) to be eligible for lodging, an employee's permanent residence must be outside sixty (60) kilometres radius from the job site;
 - b) lodging allowance begins when an employee reports for his first scheduled shift;
 - c) lodging allowance will be paid for all work days and all show up days outlined in Article 8.03;
 - d) the project must be outside the free travel zones established in Article 13.03.
- iii) Where employees are required by the Employer to use their own vehicle to travel to work outside of British Columbia, they shall receive lodging allowance for a reasonable number of travel days. This shall also apply when employees required to work out of province travel by air.

E. Turnarounds

During the course of a project the work schedule may provide for turnaround periods to allow employees reasonable time off. If time and cost reimbursement is applicable, it will be subject to agreement by the Employer and Union. The cost of public transportation will be the guideline.

13.05 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for

transportation, travel, and lodging. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union.

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, and a copy 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.

15.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.

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 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, effective June 28, 2003, to the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline on the Plan is listed in Schedule "B".
- 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 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.
- c) Effective May 1, 2005, the hourly remittance shall increase by five cents (\$0.05), for a total of one dollar and fifteen cents (\$1.15)

ARTICLE 17 – RRSP PLAN

- 17.01 a) The Employer will pay a premium to the employee of two dollars (\$2.00) per hour worked to every employee who has a minimum of two (2) years' continuous employment with the Employer and has worked at least two thousand five hundred (2,500) hours within that period. This premium shall be

contributed by the Employer to an RRSP plan. The Employer reserves the right to require an employee to re-qualify if RRSP funds are withdrawn by the employee without consent from the Employer. The Employer agrees to note remittances made on behalf of eligible employees on the monthly check off list.

- b) Employees may direct that an additional two percent (2%) or four percent (4%) or six percent (6%) of gross earnings be remitted, on a self-contributory basis, via payroll deduction. Employees may only amend their contribution level twice yearly, on February 1st and August 1st.

ARTICLE 18 - EDUCATION AND TRAINING FUND

18.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.05%) of the Journeyman rate for all hours worked by all employees, effective June 28, 2003, to the Union's Education and Training Fund. The exact hourly remittance shall be rounded to the nearest full penny. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.

18.02 The parties shall equally bear the cost of printing and publishing the collective agreement.

ARTICLE 19 - TOOLS

19.01 All tradesmen shall supply their own tools common to their trade. Specialty tools shall be provided by the Employer.

19.02 The employees shall be held responsible for all tools issued to them by the Employer. The Employer shall provide adequate security for all tool storage on the site.

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 All employees shall wear safety hats to be made available by the Employer.
- 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.

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.
- 21.02 Leaves of absence 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) 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) 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.
- 22.08 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 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 mailing 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; 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 May, two thousand three (2003) and shall remain in effect until the thirtieth (30th) day of April, two thousand six (2006), and for further periods of one year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period of four (4) months 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) and (3) of the *Labour Relations Code*.

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

SIGNED on behalf of
**GISBORNE INDUSTRIAL
CONSTRUCTION LTD.**

SIGNED on behalf of
**CONSTRUCTION & ALLIED
WORKERS' UNION,
LOCAL 68**

Affiliated with the Christian
Labour Association of Canada

SCHEDULE "A"

Classifications/Hourly Rates and Conditions For Industrial Construction

Effective June 28, 2003

			Pension		
		Vacation/ Holiday	RRSP	Education	
<u>Classification</u>	<u>Base</u>		<i>(after 2 years)</i>	<u>Fund</u>	<u>Total</u>
Journeyman	\$25.50	\$2.55	\$2.00	\$0.13	\$30.18
Uncertified	\$22.40	\$2.24	\$2.00	\$0.13	\$26.77
Improver	\$20.30	\$2.03	\$2.00	\$0.13	\$24.46
Skilled Labourer (helper)	\$18.20	\$1.82	\$2.00	\$0.13	\$22.15
Labourer	\$16.15	\$1.61	\$2.00	\$0.13	\$19.89

Apprentices:

- 1st year – 60% of full journeyman rate
- 2nd year – 70% of full journeyman rate
- 3rd year – 80% of full journeyman rate
- 4th year – 90% of full journeyman rate

Premiums:

- Leadhand: \$1.00 added to wage rate
- Foreman: \$2.00 added to wage rate
- Steward: \$0.50 added to wage rate

Minimum subsistence of \$60.00 per day, unless otherwise agreed by the parties subject to Article 13.

Schedule “A” – Classifications/Hourly Rates

Page 2

1. Effective May 1, 2004, all rates in Schedule “A” shall be reviewed. Should the parties be unable to agree, the matter shall be referred to binding arbitration under Article 23.
2. 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.
3. The Employer may hire casual employees to perform clean-up and miscellaneous duties. Casual employees shall be paid ninety percent (90%) of the first year apprentice rate and may be employed for up to one (1) month whereupon they will be reclassified to another classification in this agreement.

Casual employees shall have the same benefit eligibility as any other bargaining unit employee.

4. It is understood and agreed that the wage rates and other provisions 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.
5. The Employer and the Union may agree to reasonable partial subsistence allowances where the employee elects to commute to his place of residence or supplies his own living accommodation.
6. Hours of Work
The normal workweek shall consist of forty (40) hours.

Schedule “A” – Classifications/Hourly Rates
Page 3

7. Overtime
Employees will be paid overtime in accordance with the current *Employment Standards Regulations*.
8. When a statutory holiday occurs during the week, overtime shall be paid for all hours in excess of thirty-two (32) hours worked.

SCHEDULE “B”

OUTLINE OF 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 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 per person annually
 - Comprehensive: 50% up to \$1,500 per person annually
 - Orthodontic: 50% up to \$2,000 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 \$2,500.00 per month per employee, payable after one hundred twenty (120) days until age sixty-five (65). (120/65)

SCHEDULE “C”

CONSCIENTIOUS OBJECTOR STATUS

(This page does not form part of the collective agreement. It is for information purposes 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:

**GISBORNE INDUSTRIAL
CONSTRUCTION LTD.**

AND

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

May 1, 2003 - April 30, 2006

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