

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GML MECHANICAL LTD.**

**AND**

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

**November 1, 2003 - October 31, 2005**

## INDEX

<u>Title</u>	<u>Article</u>
Arbitration	21
Check Off	6
Classifications and Rates of Pay	Schedule "A" & 7
Discharge, Suspension, and Warning	22
Duration	23
Employment Policy and Union Membership	5
Grievance Procedure	20
Health & Welfare Program	Schedule "B" & 14
Holidays	10
Hours of Work and Overtime	8
Jury Duty	19
Layoff and Promotion	11
Leaves of Absence	18
Purpose	1
Recognition	2
Safety	16
Strikes or Lockouts	4
Technological Change	12
Transportation, Travel Time, and Out-of-Town Jobs	13
Tools	15
Union-Management Relations	17
Union Representation	3
Vacation and Vacation Pay	9

## **COLLECTIVE AGREEMENT**

**Between**     **GML MECHANICAL 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")

November 1, 2003 – October 31, 2004

### **ARTICLE 1 - PURPOSE**

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

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

1.02 It is agreed that 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.



## **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 and Schedule "A."
- 2.02 This Agreement covers all employees of the Employer in British Columbia as established in the certificate issued by the B.C. Labour Relations Board and as classified in Schedule "A", save and except non-working supervisory personnel, office and sales staff.
- 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 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 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;
  - 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.
- 2.05 The Employer may contract out work where:
- a) he does not have the necessary facilities or equipment;
  - b) he does not have or cannot acquire the required manpower.

### **ARTICLE 3 - UNION REPRESENTATION**

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
  - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards or Union representatives will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards or Union Representatives at their regular hourly rate while attending to such matters as well as for time spent on negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.
- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.
- 3.05 There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

### **ARTICLE 4 - STRIKES OR LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike,

slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

## **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 5.02 Prior to initiating any hiring in the classifications covered by this Agreement or where a new classification is being created in the bargaining unit, the Employer shall 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 Employees will be hired on a ninety- (90) calendar day probationary period, and thereafter shall attain regular employment status.
- 5.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 5.05 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, and will inform all new employees of the contractual relationship between the Employer and the Union. The Employer will communicate the hiring of a new employee by memo, indicating name, address, starting date, classification, and wage rate. Within the probationary period, any new employee will 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's purpose and representation policies.

**ARTICLE 6 – CHECK OFF**

- 6.01 The Union agrees 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.
- 6.02 a) The Employer is hereby authorized to and shall deduct, each month, Union dues, or a sum in lieu of Union dues, from each employee's pay in the amount of one and four tenths of one percent (1.4%) of earnings, commencing with the start of employment, as a condition of employment.
- b) 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 employees for whom the deductions are made and the monthly amount checked off for each.
- 6.03 Employees who, because of conscientious objections, cannot support the CLAC may apply to the Union in writing explaining their objection and requesting that their dues be forwarded to a registered Canadian charitable organization. This organization will be selected by mutual agreement between the employee and the Union.

**ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY**

- 7.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union. If no agreement is reached, either party may resort to the Grievance Procedure.
- 7.03 The Employer agrees to pay two (2) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control.
- 7.04 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.

- 7.05 If the Employer bids on a job, the specifications of which call for the employment of some local labour, or the paying of prevailing rates of pay, or both, representatives of the owner of the project, of the Employer, and of the Union shall meet to make a decision in regard to the employment of such labour, or in regard to the rates to be paid, or both.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- 8.01 The normal work week shall consist of five (5) eight- (8) hour working days, Monday to Friday inclusive or by mutual agreement between the Employer and employee and Union, the work week may be compressed to four (4) only ten- (10) hour work days at straight time.
- 8.02 Work performed in excess of eight (8) hours per day, and forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular rate of pay except for a compressed work week where overtime shall be adjusted accordingly. Work performed in excess of eleven (11) hours per day shall be paid at the rate of two (2) times the regular rate of pay.
- 8.03 a) Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
- b) Employees may, at their option, work at straight time pay for eight (8) hours on a Saturday in order to make up for time lost during the regular workweek due to inclement weather or other cause beyond the control of the Employer.
- 8.04 There shall be two (2) daily rest periods (or coffee breaks) with pay, of fifteen (15) minutes' duration each, at the work station if possible.
- 8.05 There shall be no regular work done on Sunday. If Sunday work is necessary, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.

- 8.06 If an employee should be "called out" on weekends, he shall be paid a minimum of four (4) hours times the appropriate overtime rate for each call out.
- 8.07 Shift work shall be defined as eight (8) hours' work at other than normal working hours (see Article 8.08) on two (2) or more consecutive days.
- 8.08 Shift work shall be paid in accordance with the following:
- a) a shift commencing between the hours of 12:00 noon and 11:00 p.m., shall be paid at the rate of one hundred and ten percent (110%) of the regular rate;
  - b) a shift commencing between the hours of 11:00 p.m. and 6:00 a.m., shall be paid at the rate of one hundred and twenty percent (120%) of the regular rate.

No employee shall work more than one (1) shift in a twenty-four (24) hour period under the conditions of this Article.

- 8.09 Overtime work as a continuation of shift work shall be paid at the rate of one and one-half (1½) times the regular hourly rate for the first three (3) hours, and two (2) times the hourly rate thereafter.

## **ARTICLE 9 - VACATION AND VACATION PAY**

- 9.01 All employees shall receive annual vacations, with pay, calculated at four percent (4%) of their gross annual earnings during the first year of employment and at six percent (6%) during their fifth and succeeding years of employment.
- 9.02 Vacation pay will be paid out at each pay period.
- 9.03 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 most seniority will have first choice of the time to be granted off. Vacation weeks shall be taken consecutively unless the employee and the Employer agree to other arrangements.

## **ARTICLE 10 - HOLIDAYS**

10.01 The Employer agrees pay the following ten (10) statutory holidays at eight (8) hours per day at the employee's regular rate of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

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 one and one-half (1½) times the regular rate of pay in addition to his holiday 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.

## **ARTICLE 11 - LAYOFF AND PROMOTIONS**

11.01 When the Employer deems it necessary to reduce the working force, he shall inform the Stewards of the need for lay-offs. When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer shall be guided by the ability of the employees to perform the work.

11.02 Employees shall receive a minimum of one (1) day's notice of layoff.

11.03 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.

11.04 Any employee laid off and recalled for work must return within two (2) calendar days when unemployed and within seven (7) days when employed

elsewhere, or make definite arrangements with the Employer concerning the date of his return. Employees shall inform the Employer if they should leave on vacation or be unavailable for recall during layoff.

## **ARTICLE 12 - TECHNOLOGICAL CHANGE**

12.01 The Employer shall notify the Union thirty (30) days in advance of his intent to institute material changes in production methods or facilities which would result in retraining, layoff, or termination of employees.

12.02 Any dispute in relation to adjustment to technological change must be referred to arbitration as provided for in Article 21.

## **ARTICLE 13 - TRANSPORTATION, TRAVEL TIME, AND OUT-OF-TOWN JOBS**

13.01 It is recognized by the Employer and the Union that the purpose of transportation, travel and lodging provisions 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 The parties agree that a pre-job conference will be held for projects outside of a seventy-five (75) kilometer radius from the Employer's address. Issues to be addressed may include:

- a) the amount of initial and final travel pay, if any;
- b) the amount of daily travel pay, if any;
- c) the level of living out allowance to apply, if any;
- d) the work schedule, if varied;
- e) any other provisions unique to the project.

## **ARTICLE 14 - HEALTH AND WELFARE PROGRAM**

14.01 In order to protect the employees and their families from the financial hazards of illness and accidents, the Employer agrees to pay forty-four cents

(\$0.44) and the employees agree to contribute forty-four cents (\$0.44) for the ICBA benefit plan, as outlined in Schedule "B", for all hours worked by each employee.

14.02 The obligation of the employer under this article will be restricted to the payment of premiums as applicable to the insurance carrier. 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 entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

14.03 a) On completion of the probationary period, the Employer shall contribute one dollar (\$1.00) per hour for each employee, for every hour worked, to an employer administered pension plan for each employee.

b) The Employer, when authorized by an employee, shall also cooperate in the deduction and remittance of further amounts as requested by the employee, in a manner agreed upon by the parties.

## **ARTICLE 15 - TOOLS**

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

15.02 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 16 - SAFETY**

16.01 The Employer agrees to adhere to all relevant Workers' Compensation Board health and safety regulations.

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

16.03 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 17 - UNION-MANAGEMENT RELATIONS**

17.01 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.

17.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings 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) to improve job site labour and material handling efficiency;
- ii) hiring policies;
- iii) discipline and discharge policies;
- iv) training and promotion;
- v) safety measures;
- vi) 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.

17.03 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 fifteen dollars (\$15.00) to a committee member for each meeting attended.

17.04 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.

17.05 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 18 - LEAVES OF ABSENCE**

- 18.01 a) The Employer shall grant leaves of absence, without pay, for the following reasons for a maximum period of two (2) months:
  - i) sickness in the immediate family
  - ii) death in the immediate family.

Immediate family is defined as: parents, grandparents, sisters, brothers, sons-in-law, daughters-in-law, mother-in-law, father-in-law, spouse and children.

- b) Requests for leaves of absence for educational purposes, subject to conditions outlined in Article 18.01(a), shall be negotiated between the Employer and the employee. In the event of a dispute, the request for leave shall be reviewed and decided by the Union-Management Committee established in Article 17.

18.02 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.

### **ARTICLE 19 – JURY DUTY**

19.01 Employees required to serve jury duty will receive pay such that their total compensation, including jury duty pay, will not be less than seventy-five percent (75%) of their normal pay for a period of time not to exceed ten (10) work days.

### **ARTICLE 20 - GRIEVANCE PROCEDURE**

20.01 The parties to this Agreement recognize the Stewards, and the CLAC Representatives specified in Article 3, as the agents through which the employees shall process their grievances and receive settlement thereof.

20.02 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) work 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.

20.03 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.

20.04 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 21, 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.

20.05 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.

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

## **ARTICLE 21 - ARBITRATION**

21.01 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.

21.02 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.

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

21.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

21.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, the two parties shall each then nominate an Arbitrator within seven (7) days of the failure to refer the matter to an agreed upon single Arbitrator and shall notify the other party of the

name of the aforesaid nominee. The two Arbitrators so appointed shall attempt to select by agreement a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.

- 21.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 21.07 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 21.08 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 21.09 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 21.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 21.10 It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 20 and 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.11 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable, in the opinion of the single Arbitrator or Arbitration Board.
- 21.12 Where the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension the single Arbitrator

or the Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable.

21.13 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

## **ARTICLE 22 – DISCHARGE, SUSPENSION, AND WARNING**

22.01 If after an appropriate number of verbal warnings, an employee's attitude or performance fails to improve 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.

22.02 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 policies. Such suspension or discharge is subject to the Grievance Procedure.

22.03 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 23 - DURATION**

23.01 This Agreement shall be effective the first (1st) day of November, two thousand three (2003), and shall remain in effect until the thirty-first (31st) day of October, two thousand 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 the 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.

22.02 Until a new Agreement has been concluded, all provisions in this Collective Agreement shall remain in full force and effect.

22.03 The parties agree to exclude the operation of Subsections (2) and (3) of Section 50 of the *Labour Relations Code*.

**DATED** at Delta, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**SIGNED** on behalf of  
**GML MECHANICAL LTD.**

**SIGNED** on behalf of  
**CONSTRUCTION & ALLIED  
WORKERS' UNION,  
LOCAL NO. 68**

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

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



## SCHEDULE "A"

### CLASSIFICATIONS AND HOURLY RATES

Effective November 1, 2003

<u>Classification</u>	<u>Base</u>	<u>Vac/Hol (8%)</u>	<u>Pension RRSP</u>	<u>Educ. &amp; Training</u>	<u>Health &amp; Welfare Benefits</u>	<u>Total</u>
Journeyman (on completion of apprenticeship and hours—95% of Journeyman)	21.85	1.75	1.00	0.03	0.44	25.07
Journeyman (after one year)						
Gasfitter						
Insulator						
Iron Worker						
Millwright	23.00	1.84	1.00	0.03	0.44	26.31
Operating Engineer						
Plumber						
Steam Fitter						
Sprinkler Fitter						
Welder						
Sheet Metal Worker						

<u>Classification</u>	<u>Base</u>	<u>Vac/Hol (8%)</u>	<u>Pension RRSP</u>	<u>Educ. &amp; Training</u>	<u>Health &amp; Welfare Benefits</u>	<u>Total</u>
Probationary Journeyman (95% of Journeyman—maximum 90 calendar days)	21.85	1.75	1.00	0.03	0.44	25.07
Unskilled Labourer	first 90 days	10.00	0.80	0.03	0.44	11.27
	Thereafter	11.00	0.88	1.00	0.03	13.35
Probationary Apprentice (50% of Journeyman)	11.50	0.92	0.00	0.03	0.44	12.89

Apprenticeship Rates:

Year 1 – 0 to 2000 hours	55% of full Journeyman rate (12.65)
Year 2 – 2001 to 4000 hours	65% of full Journeyman rate (14.95)
Year 3 – 4001 to 6000 hours	75% of full Journeyman rate (17.25)
Year 4 – 6001 – 8000 hours	90% of full Journeyman rate (20.70)

Foreman Premium: \$3.00 added to wage rate

## **GENERAL**

1. Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
2. The Employer agrees not to employ more apprentices for each Journeyman in his employ than provided for in the regulations or any other government legislation.
3. Employees earning in excess of the negotiated wage schedule will be “red-circled”, thereby retaining their current rate.
4. The Employer agrees to reimburse employees for course fees upon successful completion of Employer-approved courses.

## **SCHEDULE “B”**

### **INSURANCE PLAN COVERAGE**

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

- a) \$40,000.00 life insurance per employee; \$10,000.00 for spouses; and \$5000.00 per child;
- b) \$40,000.00 Accidental Death & Dismemberment per employee;
- c) long term disability \$2,000.00 per month per employee up to age sixty-five (65);
- d) prescription drug plan for employee and family, covering 80% of the cost;
- e) basic dental plan at 80% of latest fee schedule available;  
major restorative services at 50% of the latest fee schedule available (with a maximum of \$1,500 combined per year);  
orthodontic services for children under 19 at 50% of the latest fee schedule to a lifetime maximum of \$1,500;
- f) extended health coverage for employee and family at 80%;
- g) optical insurance for the employee to a maximum of \$175.00 per two years, and children under 18, \$175.00 per year;
- h) emergency travel assistance.