

COLLECTIVE AGREEMENT

BETWEEN

MONAD CONTRACTORS LTD.

AND

**CONSTRUCTION & ALLIED WORKERS
UNION, LOCAL NO. 68
Affiliated with the
Christian Labour Association of Canada**

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COLLECTIVE AGREEMENT

Between

MONAD CONTRACTORS LTD.
(hereinafter referred to as "the Employer")

and

**CONSTRUCTION & ALLIED WORKERS' UNION,
LOCAL NO. 68**
affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- 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 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/or Schedules "A" and "B".
- 2.02 This Agreement covers all employees of the Employer as established in the certificate issued by the British Columbia Labour Relations Board. This Agreement also covers employees of the Employer 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 hereto. 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 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 - 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 matter 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 the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards or Union Representatives at their regular hourly rates while attending to such matters, as well as for time spent on negotiating a Collective

Agreement with the Employer when-ever this takes place during the regular working hours of the employees concerned. The maximum time to be paid for negotiations shall be a total of eight (8) 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 – WORK STOPPAGES

- 4.01 In accordance with the *Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:
- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and
 - b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Employer has the right to hire new employees as needed.
- 5.02 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give

preference to Union members for employment, provided that such applicants are qualified to meet the requirements of the job. The parties may conclude a Letter of Agreement to initiate a dispatch arrangement on a project basis.

- 5.03 Employees will be hired on a ninety- (90) calendar day probationary period, and thereafter shall attain regular employment status. The parties agree that the layoff or discharge of a probationary employee because of skills, abilities, or appropriateness shall be in the discretion of the Employer.
- 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. 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. 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.
- 5.06 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.

ARTICLE 6 – CHECK OFF

- 6.01 The Employer agrees to check-off from each employee the amount equal to Union dues, which is one and four tenths of one percent

(1.4%) of gross pay, once monthly, and where applicable, Union initiation fees. The total amount checked off will be remitted to the Union Treasurer each month, by the twentieth (20th) of the month following the check-off, together with an itemized list 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 such deductions and remittances.

- 6.02 Unless agreed differently, the remittances required as a result of the operation of Articles 13 and 17 will be made together with the dues remittance as noted in Article 6.01(a) above.

ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

- 7.01 Rates of pay applicable to various classifications are as set forth in Schedules "A" and "B" attached hereto and made part hereof.
- 7.02 Where new classifications are established by the Employer, the rates for same shall be subject to negotiations 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 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.

- 7.06 There will be wage reviews throughout the term of this agreement as follows:
- January 1, 2005;
 - January 1, 2006;
 - January 1, 2008; and
 - January 1, 2010.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The normal workweek shall consist of five (5) eight- (8) hour workdays, Monday to Friday inclusive.
- 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 (1½) times the regular rate of pay. Work performed in excess of twelve (12) 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 or Sunday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first twelve (12) 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 or Sunday 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.
 - c) The Employer and the Union may, on a site or project basis, agree to alternative schedules.
- 8.04 There shall be two (2) rest periods (or coffee breaks) with pay, of ten (10) minutes duration each, daily, at the work station if possible.

- 8.05 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.
- 8.06 Overtime work as a continuation of shift work hours shall be paid at the rate of one and one-half (1½) times the regular hourly rate for the first four (4) hours and two (2) times the hourly rate thereafter.

ARTICLE 9 - VACATIONS AND VACATION PAY

- 9.01 All employees shall receive vacation pay, calculated at four percent (4%) of their total wages, paid out in each pay period.
- 9.02 The Employer will endeavour to grant vacations at the times requested, in the vacation seasons or periods, considering business requirements. As a guideline, employees with the greatest length of service will have first choice of the time to be granted off.

ARTICLE 10 - HOLIDAYS

- 10.01 The Employer agrees to pay the following ten (10) statutory holidays at four per cent (4%) of the employee's total wages:

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 for the first twelve (12) hours worked, and two (2) times the regular rate for all hours worked thereafter.

- 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 if 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 - LAYOFFS

- 11.01 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 each employee's classification and latest available phone number.
- 11.02 Whenever practicable, employees shall receive advance notice of layoff.

ARTICLE 12 - TRANSPORTATION, TRAVEL TIME, AND OUT-OF-TOWN JOBS

- 12.01 Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer shall pay a lodging allowance which will be appropriate to the project and be calculated so as to cover the cost of reasonable lodging, or alternatively, provide, at his own expense, suitable accommodation for the employees. Allowances will not be paid for any day on which an employee lays off work of his own accord for reasons other than sickness or accident. When an employee is absent for the reasons noted

above, he shall furnish the foreman on the job with satisfactory evidence of illness and/or accident or he shall forfeit the allowances. In order to be eligible for lodging, an employee's permanent residence must be further than seventy-five (75) kilometres by shortest public road from the job site.

- 12.02 The Employer will provide transportation from the employee's point of hire in British Columbia to the project at the commencement of employment and return to the same point upon layoff at no cost to the employee. If an employee quits within his probationary period, he shall not receive the benefits provided herein. There shall be a free travel zone of seventy-five (75) kilometres by shortest public road from a job site.
- 12.03 Lodging and travel allowances, where applicable, shall be negotiated on a project-by-project basis. If the parties are unable to agree, the matter shall be settled by binding arbitration.

ARTICLE 13 - HEALTH AND WELFARE PLAN & RRSP

- 13.01 a) In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay as per Schedule "A" or other appropriate Schedule, for all hours worked to the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund for each employee. An outline of the Plan is listed in Schedule "C".
- b) On each anniversary date of this Agreement, the Union may present the requirements of funding, as directed by the Trustees of the CLAC Health & Welfare Trust Fund, to the Employer. Where such requirements do not exceed two percent (2%) per year cumulatively, the Employer will comply and increase its remittances accordingly. The Employer is saved harmless from Plan cost increases in excess of fourteen percent (14%) over the seven- (7) year term of the Agreement.

- c) The Employer agrees to remit B.C. Medical Services Plan (B.C. Med) premiums as noted in Schedule “A-1”. There will be no change in the remittance rate during this Agreement’s term unless there is a change in premium, or premium structure. Premium changes will be applied in accordance with current premium assignment practices by the Union.
- 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 of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 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 plans, which is a condition of coverage.
- 13.04 a) The Employer agrees to contribute as per Schedule “A” or other appropriate Schedule, for each hour worked for each employee to the RRSP administered by the CLAC Health and Welfare Trust Fund, subject to an equal or greater contribution by the employee. Refusal by an employee to authorize a payroll deduction will relieve the Employer of its obligation to remit its share.
- b) Contributions to the employee’s RRSP Plan, administered by the Trust Fund, shall be made monthly in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RRSP.
- 13.05 The Employer agrees to co-operate in allowing additional employee authorized payroll deductions towards the RRSP and is

entitled to set reasonable rules in respect of further authorized deductions.

ARTICLE 14 - TOOLS

14.01 All tradesmen shall supply their own tools common to their trade, except power tools.

ARTICLE 15 - SAFETY

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

- 15.03 An employee who is injured on the job during working hours 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 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 hospitalisation 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 - UNION-MANAGEMENT COMMITTEE

- 16.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and co-operation 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 co-operation 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 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) 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 three (3) representatives to the Union-Management Committee. The Minutes shall record the business of each meeting and a copy shall be mailed to the Union's provincial office.
- 16.03 A committee member attending 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.

- 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 work resides with Management, unless specifically abridged, delegated, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 17 – EDUCATION, TRAINING AND PUBLICATION

- 17.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.5%) of the hourly wage to the Union's Education and Training Fund, for all hours worked by all employees. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.
- 17.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

ARTICLE 18 - BEREAVEMENT, LEAVES-OF-ABSENCE

- 18.01 An employee will be granted two (2) days' 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.
- 18.02 a) The Employer shall grant leaves of absence without pay and without other benefits, for a maximum period of two (2) months for:
- 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 child.

- b) Requests for leaves of absence for educational purposes, subject to conditions outlined in Article 17.01 (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 16.

18.03 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 - GRIEVANCE PROCEDURE

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

19.02 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.

19.03 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. Such grievances must

be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.

- 19.04 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 20, bypassing Steps 1 and 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.
- 19.05 Step 1 Any employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to his immediate supervisor 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 this decision should have been made, submit a 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 five (5) workdays of the said meeting.

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

ARTICLE 20 - ARBITRATION

20.01 Notification

Either of the parties may notify the other party of its desire to

submit a grievance to Arbitration in a manner as set out below.

20.02 Single Arbitrator Selection

The Parties agree that a Single Arbitrator shall be used as provided for in the *Labour Relations Code of B.C.* The Employer and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the party requesting arbitration has delivered written notice to the other Party.

20.03 Failure to Agree

In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

20.04 Arbitrator

The Arbitrator will be encouraged to commence a hearing within ten (10) working days of his appointment and to render a decision within fifteen (15) working days from the date of the conclusion of the hearing.

20.05 Powers of the Arbitrator

The authority of the Arbitrator shall be as set out in Section 89 of the *Labour Relations Code of B.C.* The Arbitrator shall not be vested with the power to change this Agreement or to alter, modify, or amend any of its provisions.

20.06 Decision Final and Binding

The decision of the Arbitrator shall be final and binding on both parties.

20.07 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the

decision which he/she shall make every effort to do within five (5) working days.

20.08 Costs

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

20.09 Any dispute between the parties regarding the wage reviews noted in Schedule "A" or other appropriate Schedules, shall be dealt with as follows:

- a) Where the parties fail to reach agreement on a wage review within one (1) month of the anniversary date of the Agreement, any remaining differences may be submitted by either party to Gabriel Somjen or an agreed upon alternate, as arbitrator for final and binding settlement.
- b) Factors to be considered by the Arbitrator shall include cost of living increases and the competitive position of the Employer in the industry.
- c) The issue to be addressed by the Arbitrator is wages. Issues not within an Arbitrator's purview for review include benefits, RRSP, ETF costs, or other contract language issues.

ARTICLE 21 - DISCHARGE, SUSPENSION, AND WARNING

21.01 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 forward immediately to a Union Representative and a Union Steward.

21.02 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 22 - DURATION

22.01 This Agreement shall be effective on the first (1st) day of December, two thousand three (2003) and shall remain in effect until the thirty-first (31st) day of December, two thousand ten (2010), 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 the expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

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 Vancouver, British Columbia, this _____ day of _____, 2003.

Signed on behalf of
MONAD CONTRACTORS LTD.

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

Authorized Representative

CLAC Representative

SCHEDULE “A-1” – Effective December 1, 2003
Inside GVRD and Greater Victoria Areas
Classifications and Rates of Pay (CI Sector)

Classifications	Base Rate	Vac/Stat	H & W	BC Med	RRSP	ETF	Total
Carpenter/Cement Mason Certified Class I	\$ 23.56	\$ 1.88	\$ 1.10	\$ 0.60	\$ 0.59	\$ 0.12	\$ 27.85
Carpenter/Cement Mason Certified Class II	\$ 22.38	\$ 1.79	\$ 1.10	\$ 0.60	\$ 0.56	\$ 0.11	\$ 26.54
Uncertified Journeyman I	\$ 21.20	\$ 1.70	\$ 1.10	\$ 0.60	\$ 0.53	\$ 0.11	\$ 25.24
Uncertified Journeyman II	\$ 20.03	\$ 1.60	\$ 1.10	\$ 0.60	\$ 0.50	\$ 0.10	\$ 23.93
4th Year Apprentice (90%)	\$ 21.20	\$ 1.70	\$ 1.10	\$ 0.60	\$ 0.53	\$ 0.11	\$ 25.24
3rd Year Apprentice (80%)	\$ 18.85	\$ 1.51	\$ 1.10	\$ 0.60	\$ 0.47	\$ 0.09	\$ 22.62
2nd Year Apprentice (70%)	\$ 16.49	\$ 1.32	\$ 1.10	\$ 0.60	\$ 0.41	\$ 0.08	\$ 20.00
1st Year Apprentice (60%)	\$ 14.14	\$ 1.13	\$ 1.10	\$ 0.60	\$ 0.35	\$ 0.07	\$ 17.39
Operator – Overhead Crane Minimum	\$ 25.48	\$ 2.04	\$ 1.10	\$ 0.60	\$ 0.64	\$ 0.13	\$ 29.99
Operator - Light Equipment	\$ 18.20	\$ 1.46	\$ 1.10	\$ 0.60	\$ 0.46	\$ 0.09	\$ 21.91
Labourer - Foreman	\$ 19.20	\$ 1.54	\$ 1.10	\$ 0.60	\$ 0.48	\$ 0.10	\$ 23.02
Lead Hand	\$ 18.70	\$ 1.50	\$ 1.10	\$ 0.60	\$ 0.47	\$ 0.09	\$ 22.46
Skilled	\$ 18.20	\$ 1.46	\$ 1.10	\$ 0.60	\$ 0.46	\$ 0.09	\$ 21.91
Construction	\$ 16.90	\$ 1.35	\$ 1.10	\$ 0.60	\$ 0.42	\$ 0.08	\$ 20.45
Unskilled	\$ 15.60	\$ 1.25	\$ 1.10	\$ 0.60	\$ 0.39	\$ 0.08	\$ 19.02
Flagger	\$ 13.52	\$ 1.08	\$ 1.10	\$ 0.60	\$ 0.34	\$ 0.07	\$ 16.71
Casual/Clean-up	\$ 12.48	\$ 1.00	\$ 1.10	\$ 0.60	\$ 0.31	\$ 0.06	\$ 15.55

Premiums: Carpenter Leadhand – 5% added to wage rate; Carpenter Foreman – 10% added to wage rate.

SCHEDULE “A-1” – Effective June 1, 2004
Inside GVRD and Greater Victoria Areas
Classifications and Rates of Pay (CI Sector)

Classifications	Base Rate	Vac/Stat	H & W	BC Med.	RRSP	ETF	Total
Carpenter/Cement Mason Certified Class I	\$ 24.03	\$ 1.92	\$ 1.10	\$ 0.60	\$ 0.60	\$ 0.12	\$ 28.37
Carpenter/Cement Mason Certified Class II	\$ 22.83	\$ 1.83	\$ 1.10	\$ 0.60	\$ 0.57	\$ 0.11	\$ 27.04
Uncertified Journeyman I	\$ 21.62	\$ 1.73	\$ 1.10	\$ 0.60	\$ 0.54	\$ 0.11	\$ 25.70
Uncertified Journeyman II	\$ 20.43	\$ 1.63	\$ 1.10	\$ 0.60	\$ 0.51	\$ 0.10	\$ 24.37
4th Year Apprentice (90%)	\$ 21.62	\$ 1.73	\$ 1.10	\$ 0.60	\$ 0.54	\$ 0.11	\$ 25.70
3rd Year Apprentice (80%)	\$ 19.23	\$ 1.54	\$ 1.10	\$ 0.60	\$ 0.48	\$ 0.10	\$ 23.05
2nd Year Apprentice (70%)	\$ 16.82	\$ 1.35	\$ 1.10	\$ 0.60	\$ 0.42	\$ 0.08	\$ 20.37
1st Year Apprentice (60%)	\$ 14.42	\$ 1.15	\$ 1.10	\$ 0.60	\$ 0.36	\$ 0.07	\$ 17.70
Operator – Overhead Crane Minimum	\$ 25.99	\$ 2.08	\$ 1.10	\$ 0.60	\$ 0.65	\$ 0.13	\$ 30.55
Operator – Light Equipment	\$ 18.56	\$ 1.48	\$ 1.10	\$ 0.60	\$ 0.46	\$ 0.09	\$ 22.29
Labourer – Foreman	\$ 19.58	\$ 1.57	\$ 1.10	\$ 0.60	\$ 0.49	\$ 0.10	\$ 23.44
Lead Hand	\$ 19.07	\$ 1.53	\$ 1.10	\$ 0.60	\$ 0.48	\$ 0.10	\$ 22.88
Skilled	\$ 18.56	\$ 1.48	\$ 1.10	\$ 0.60	\$ 0.46	\$ 0.09	\$ 22.29
Construction	\$ 17.24	\$ 1.38	\$ 1.10	\$ 0.60	\$ 0.43	\$ 0.09	\$ 20.84
Unskilled	\$ 15.91	\$ 1.27	\$ 1.10	\$ 0.60	\$ 0.40	\$ 0.08	\$ 19.36
Flagger	\$ 13.79	\$ 1.10	\$ 1.10	\$ 0.60	\$ 0.34	\$ 0.07	\$ 17.00
Casual/Clean-up	\$ 12.73	\$ 1.02	\$ 1.10	\$ 0.60	\$ 0.32	\$ 0.06	\$ 15.83

Premiums: Carpenter Leadhand - 5% added to wage rate; Carpenter Foreman - 10% added to wage rate.

SCHEDULE “A-2” – Effective December 1, 2003
Outside GVRD and Greater Victoria Areas
Classifications and Rates of Pay (CI Sector)

Classifications	Base Rate	Vac/Stat	H & W	RRSP	ETF	Total
Carpenter/Cement Mason Certified Class I	\$ 22.50	\$ 1.80	\$ 1.10	\$ 0.56	\$ 0.11	\$ 26.07
Carpenter/Cement Mason Certified Class II	\$ 21.38	\$ 1.71	\$ 1.10	\$ 0.53	\$ 0.11	\$ 24.83
Uncertified Journeyman I	\$ 20.25	\$ 1.62	\$ 1.10	\$ 0.51	\$ 0.10	\$ 23.58
Uncertified Journeyman II	\$ 19.13	\$ 1.53	\$ 1.10	\$ 0.48	\$ 0.10	\$ 22.34
4th Year Apprentice (90%)	\$ 20.25	\$ 1.62	\$ 1.10	\$ 0.51	\$ 0.10	\$ 23.58
3rd Year Apprentice (80%)	\$ 18.00	\$ 1.44	\$ 1.10	\$ 0.45	\$ 0.09	\$ 21.08
2nd Year Apprentice (70%)	\$ 15.75	\$ 1.26	\$ 1.10	\$ 0.39	\$ 0.08	\$ 18.58
1st Year Apprentice (60%)	\$ 13.50	\$ 1.08	\$ 1.10	\$ 0.34	\$ 0.07	\$ 16.09
Operator – Overhead Crane Minimum	\$ 24.50	\$ 1.96	\$ 1.10	\$ 0.61	\$ 0.12	\$ 28.29
Operator - Light Equipment	\$ 17.00	\$ 1.36	\$ 1.10	\$ 0.43	\$ 0.09	\$ 19.98
Labourer - Foreman	\$ 18.00	\$ 1.44	\$ 1.10	\$ 0.45	\$ 0.09	\$ 21.08
Lead Hand	\$ 17.50	\$ 1.40	\$ 1.10	\$ 0.44	\$ 0.09	\$ 20.53
Skilled	\$ 17.00	\$ 1.36	\$ 1.10	\$ 0.43	\$ 0.09	\$ 19.98
Construction	\$ 15.75	\$ 1.26	\$ 1.10	\$ 0.39	\$ 0.08	\$ 18.58
Unskilled	\$ 13.50	\$ 1.08	\$ 1.10	\$ 0.34	\$ 0.07	\$ 16.09
Flagger	\$ 12.50	\$ 1.00	\$ 1.10	\$ 0.31	\$ 0.06	\$ 14.97
Casual/Clean-up	\$ 10.50	\$ 0.84	\$ 1.10	\$ 0.26	\$ 0.05	\$ 12.75

Premiums: Carpenter Leadhand - \$1.00 added to wage rate; Carpenter Foreman - \$2.00 added to wage rate

SCHEDULE “A-1” and “A-2” GENERAL

1. Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
2. First Aid Ticket
All employees shall be encouraged to obtain a First Aid ticket. Those in possession of a valid ticket shall receive a twenty-five cent (\$0.25) per hour premium.
3. It is agreed that apprentices shall be paid not less than noted in Schedule “A”. Wage rates of existing employees will not be reduced as a result of indenturing as an apprentice.
4. For employees working on projects governed by Schedule “A-1” only, the Employer agrees to remit B.C. Medical Services Plan (B.C. Med) premiums as noted in Schedule “A-1”. There will be no change in the remittance rate during this Agreement’s term unless there is a change in premium, or premium structure. Premium changes will be applied in accordance with current premium assignment practices by the Union. Remittances will be made in accordance with Article 6 of this Agreement.

SCHEDULE “B” – Effective December 1, 2003
Classifications and Rates of Pay (Ind. Sector)

Classification	Base	Vac/Hol	RRSP	H & W	Safety		ETF	Total
					Individual	Crew		
Journeyman								
Boilermaker	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Electrician	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Gasfitter	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Ironworker (Structural)	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Millwright	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Operating Engineer	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Plumber	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Refrigeration Mechanic	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Steam Fitter	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Sprinkler Fitter	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Welder "B" Pressure	\$ 25.00	\$ 2.25	\$ 1.25	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.13	\$ 30.73
Bricklayer	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Carpenter	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Cement Finisher	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Glass Worker	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Insulator	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Mechanic	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Painter	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Plasterer	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58

Classification	Base	Vac/Hol	RRSP	H & W	Safety			Total
					Individual	Crew	ETF	
Roofer	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Sheet Metal Mechanic	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Tile Setter	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Ironworker - Rebar	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Welder - Journeyman	\$ 24.00	\$ 2.16	\$ 1.20	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.12	\$ 29.58
Uncertified Journeyman (90%)	\$ 22.50	\$ 2.03	\$ 1.13	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.11	\$ 27.87
Skilled Labourer	\$ 16.00	\$ 1.44	\$ 0.80	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.08	\$ 20.42
Unskilled Labourer	\$ 14.00	\$ 1.26	\$ 0.70	\$ 1.10	\$ 0.50	\$ 0.50	\$ 0.07	\$ 18.13

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

Leadhand Premium	\$.100 added to wage rate
Foreman Premium	\$ 2.00 added to wage rate
Shift Premium	\$ 1.00 added to wage rate

SCHEDULE “C”

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;
- dental plan at the latest fee schedule available;
 - Basic services: 80% up to \$1,500.00 per person annually
 - Comprehensive: 50% up to \$1,500.00 per person annually
 - Orthodontic: 50% up to \$2,000.00 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$2,000.00 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$200.00 per year
 - over 21: \$200.00 every two years;
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the second (2nd) day of accident and the fourteenth (14th) day of sickness for a maximum of one hundred nineteen (119) days.
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred twenty (120) days until age 65.

SCHEDULE “D”

CONSCIENTIOUS OBJECTOR STATUS

(This schedule 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.

LETTER OF AGREEMENT

BETWEEN

MONAD CONTRACTORS LTD.
(hereinafter referred to as “the Employer”)

AND

**CONSTRUCTION AND ALLIED WORKERS’
UNION, LOCAL NO. 68**
Affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as “the Union”)

Further to and clarifying the Agreement between the parties covering the period from December 1, 2003 to December 31, 2010, the parties agree to the following for Industrial work:

1. The attached Schedule “B” will apply to Industrial work unless amended by the parties or changed as a result of the operation of Article 7.06.
2. Stewards on sites subject to Schedule “B” and with more than fifteen (15) employees shall be paid a premium of fifty cents (\$0.50) per hour.
3. If the Employer bids on a job, the specifications of which call for 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.

4. Articles 9 and 10 shall be considered to total nine percent (9%) of total wages for Industrial work only.
5. Further to Article 12, the parties agree as follows for Industrial projects:
 - a) On all remote projects where transportation, travel time, and lodging could apply, these items shall be negotiated on a project-by-project basis between the Employer and the local CLAC Representatives. If the parties are unable to agree, the matter shall be settled by binding arbitration.
 - b) For all employees who are required to stay away from home overnight, the Employer agrees to provide reasonable room and board, consisting of one (1) room for every two (2) people, and meals purchased at a restaurant or similar establishment. In lieu of providing lodging and meals, the Employer and the Union may agree on a subsistence allowance amount whereupon the employee can purchase lodging and meals of his own choosing.
 - c) Where an employee's permanent residence is more than seventy-five (75) kilometres by shortest public road from the job site and the job site is more than seventy-five (75) kilometres from the Employer's base of operations, such employees will normally qualify for lodging, initial/final travel costs, travel time or turnaround costs, as may be agreed.
6. There shall be a Safety Award as noted in Schedule "B" and subject to the following:
 - a) Safety Award
 - i. Crew – If at the completion of the project, or at other specified times agreed to by the Union and the Employer, no lost time accident involving the Employer's workforce

has occurred on the project, all employees will receive a Safety Award as defined in Schedule “B” for all hours worked on the project, payable forty-five (45) days following the completion of the project, or other specified times agreed to by the Union and the Employer (such as when an issue is before the WCB).

- ii. Individual – An individual Safety Award, as defined in Schedule “B”, will be paid to the employee should he have no lost time accidents or medical aids while employed on the project. This award will be paid for all hours worked on the project payable forty-five (45) days following the completion of the project, or other specified times agreed to by the Union and the Employer (such as when an issue is before the WCB).
- iii. On projects with a scheduled duration in excess of twenty (20) weeks, both Safety Awards (Crew and Individual) shall be paid forty-five (45) days following each ten- (10) week period.
- iv. Employees who are terminated for just cause or who quit prior to the completion of the project are not eligible to receive safety award payments.

7. Pre-job Conference

The parties agree that a pre-job conference will be held prior to any job in order to address:

- a) the amount of initial and final travel pay, if any;
- b) the amount of daily travel pay, if any;
- c) the level of subsistence pay to be applied;

d) all other areas of concern to either party.

Wherever possible, a Steward will attend such a conference.

DATED at Vancouver, British Columbia, this _____ day of _____, 2003.

SIGNED on behalf of
MONAD CONTRACTORS LTD.

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

Authorized Representative

Authorized Representative