

COLLECTIVE AGREEMENT

BETWEEN

REGATTA INDUSTRIAL LTD.

AND

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

Affiliated with the

CHRISTIAN LABOUR ASSOCIATION OF CANADA

JULY 1, 2003 - JUNE 30, 2005

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COLLECTIVE AGREEMENT

BETWEEN:

REGATTA INDUSTRIAL 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")

July 1, 2003 - June 30, 2005

ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - a) to provide and maintain working conditions, hours of work, wage rates, and benefits as set forth herein;
 - b) to establish an equitable system for the promotion, transfer, layoff, and recall of employees;
 - c) to establish a just and prompt procedure for the disposition of grievances;
 - d) 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 British Columbia as classified in Schedule "A" attached hereto and made part hereof.
- 2.02 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 of the parties in writing. 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 rates.
- 2.03 The Union and the Employer may determine on a project or site basis if special dispensation is required to become competitive, or should 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; 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, buildings, machinery and equipment shall be bested 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 number of Stewards shall not normally exceed two (2) per project. Projects involving fewer than forty (40) employees may be limited to one (1) Steward. Stewards shall be paid a premium of fifty cents (50¢) per hour at any time a crew reaches forty (40) employees. 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 or fabricating shops during normal working hours subject to the following
- a) the Union Representative shall identify himself to the job Supervisor upon arriving at the job sit; and
 - b) in no case will such representative interfere with the progress of work.
- 4.04 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.
- 4.05 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, in the opinion of the Employer,

qualified to perform. In the event that the Employer transfer the Steward to another project, a new Steward shall be appointed by the Union.

- 4.06 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.
- 4.07 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 – WORK STOPPAGES

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

ARTICLE 6 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The employer has the right to hire new employees as needed and will give preference to Union members for employment provided that, in the Employer's opinion, such applicants are, qualified to meet the requirements of the job.
- 6.02 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, any new employees shall be referred by the Employer to a Steward or a CLAC Representative in order to give such Steward or Representative an opportunity to describe the Union purposes and representation policies to such new employees.
- 6.03 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.
- 6.04 It shall be the policy of the Employer to promote from within wherever possible, at the Employer's discretion.

- 6.05 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 in the discretion of the Employer.
- 6.06 Probationary employees are covered by this 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 a) The Employer is authorized to and shall deduct monthly Union dues, or a sum in lieu of Union dues, from each employee's pay as a condition of employment. The Employer shall also deduct initiation fees as authorized by an employee.
- b) The amount of Union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the National Convention.
- 7.02 The total amount checked off will be mailed to the Union's regional office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each.
- 7.03 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. Once monthly, the name, address, date of hire, and classification of each new employee shall be provided to the Union. Twice yearly a list of employees, ranked according to classification and showing each employee's rate of pay, shall be forwarded to the Union.

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".
- 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' pay. 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 employees are 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 OR WORK AND OVERTIME

- 9.01 The normal work week shall be as outlined in Schedule "A" or other applicable classification and wage schedules.
- 9.02 The overtime rates to be paid are as outlined in Schedule "A" or other applicable classification and wage schedules.
- 9.03 When a statutory holiday occurs during the employees regular work week, employees shall receive overtime pay as outlined in Schedule "A" or other applicable classification 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 (1/2) 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 Sunday shall be deemed the first day of the week.

ARTICLE 10 – LAY OFF

10.01 The Employer agrees to notify the Union office of the name of each employee laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number.

ARTICLE 11 – VACATION AND VACATION PAY

11.01 Employees shall be entitled to an amount equal to five per cent (5%) of the gross wages of the employee. Where the employee has completed five (5) continuous years of employment, the employee 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 at each pay period.

11.03 The Employer will grant vacations at the times requested considering business requirements.

ARTICLE 12 – HOLIDAYS AND HOLIDAY PAY

12.01 Employees shall be entitled to receive an amount equal to five percent (5%) of their gross 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
British Columbia Day	

12.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1.5) times his regular wages for all hours worked.

ARTICLE 13 – LODGING ALLOWANCE

13.01 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.

- 13.02 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 employees. 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.
- 13.03 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 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, a copy of which 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 – SAFETY

- 15.01 The employer agrees to adhere to all relevant Workers' Compensation Board health and safety regulations.
- 15.02 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.
- 15.03 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.
- 15.04 Safety Award
- a) GROUP

If at the completion of a 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 "A", for all hours worked on the project payable forty-five (45) days following the completion of the project, or at other specified times agreed to by the Union and Employer (such as when an issue is before the WCB).
 - b) INDIVIDUAL

An individual Safety Award, as defined in Schedule "A", 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 at other specified

times agreed to by the Union and Employer (such as when an issue is before the WCB).

- c) On projects with a scheduled duration in excess of twenty (20) weeks, both Safety Awards (Group and Individual) shall be paid forty-five (45) days following each ten (10) week period.
- d) 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.

ARTICLE 16 – HEALTH AND WELFARE PLAN

16.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay as outlined in Schedule “A” for all hours worked for each employee towards the Union insurance plan, which insurance will provide the benefits as set out 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.

ARTICLE 17 – RETIREMENT SAVINGS PLAN

17.01 The Employer agrees to contribute as per Schedule “A” for each hour worked toward each employee’s participation in the Union’s Retirement Plan. Upon completion of six (6) months of contributions received by the Plan, the employee shall receive the entire sum contributed by the Employer in the Union’s retirement plan. Thereafter all future contributions shall be deposited in the same manner and shall remain the property of the employee subject only to the rules governing RRSP plans.

17.02 The Employer’s contributions to the retirement Plan shall be non-refundable, and shall be vested in the employee on whose behalf the contribution was made in accordance with the terms of the Plan.

17.03 Withdrawal of funds and payouts from the Plan shall be subject to the law and the terms of the Plan.

17.04 Employees on whose behalf contributions are made to the Plan shall receive an annual statement from the Plan, mailed to their last address on record with the Plan administrator, showing their accumulated benefits to date and the amounts contributed during the year covered by the statement.

17.05 The Employer shall be saved harmless for all contributions and administration of the RRSP plan.

ARTICLE 18 – EDUCATION AND TRAINING

18.01 The Employer agrees to contribute one-half of one percent (0.5%) of the hourly rate per hour worked to the Union Education and Training Fund for all hours worked by all employees.

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 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 in the 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 a leave of absence, of which one (1) day will be paid at his regular straight time hourly rate, in the event of the death 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 fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 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 24 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 fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

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 – DISPUTE RESOLUTION

23.01 Any grievance/dispute between the Employer and the Union and/or employees involving the interpretation, application, or any alleged violations of this Agreement, may be, by mutual agreement of the parties in writing, referred by either party to the Labour Relations Board for a binding or non-binding decision pursuant to Section 103 of the *Labour Relations Code*.

23.02 Any dispute between the parties regarding the wage reviews noted in Schedule "A" 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) The settlement shall be limited to a wage settlement ranging from zero (0) to six (6) percent in wages.
- c) Factors to be considered by the Arbitrator shall include cost of living increases and the competitive position of the Employer in the industry.

ARTICLE 24- ARBITRATION

24.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

24.02 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.

- 24.03 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.
- 24.04 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.
- 24.05 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.
- 24.06 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.
- 24.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 22 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 24.08 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.
- 24.09 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.
- 24.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 24.11 The parties will equally bear the expense of the single Arbitrator.
- 24.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 25 – DISCHARGE, SUSPENSION, AND WARNING

- 25.01 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; or 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.

25.02 When the attitude or performance of an employee calls for a warning by the Employer, such 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 26 – DURATION

26.01 This Agreement shall be effective on the first (1st) day of July, two thousand three (2003) and shall remain in effect until the thirtieth (30th) day of June, two thousand five (2005), and for further periods of one (1) year unless notice shall be given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should either party give such notice, this Agreement shall continue until the parties renew, revise, or reach a new Agreement.

26.02 The parties agree to exclude the operation of Section 50(2) and 50(3) of the *Labour Relations Act*.

DATED at Vancouver, BC this _____ day of _____, 2003.

SIGNED on behalf of
REGATTA INDUSTRIAL LTD.

SIGNED on behalf of
**CONSTRUCTION AND ALLIED
WORKERS' UNION, LOCAL 68**
affiliated with the
Christian Labour Association of Canada

Authorized Representative

Authorized Representative

SCHEDULE "A"

**CLASSIFICATIONS/HOURLY RATES AND CONDITIONS
For Industrial Construction**

Effective July 1, 2003

Classification	Base	Vac/Hol 10%	RRSP 5%	Benefits	Safety – Individual	Safety Group	Total	ETF 0.5%
Journeyman								
Boilermaker	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Electrician	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Gasfitter	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Ironworker (Structural)	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Millwright	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Operating Engineer	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Plumber	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Refrigeration Mech.	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Steam Fitter	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Sprinkler Fitter	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Welder "B" Pressure	25.00	2.50	1.25	1.10	0.50	0.50	30.85	0.125
Brick Layer	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Carpenter	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Cement Finisher	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Glass Worker	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Insulator	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Mechanic	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Painter	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Plasterer	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Roofer	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Sheet Metal Mechanic	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Tile Setter	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Ironworker Rebar	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Welder Journeyman	24.00	2.40	1.20	1.10	0.50	0.50	29.70	0.120
Uncertified Journeyman (90% of trade rate)	22.50	2.25	1.12	1.10	0.50	0.50	27.97	0.112
Skilled Labourer	16.00	1.60	0.80	1.10	0.50	0.50	20.50	0.080
Unskilled Labourer	14.00	1.40	0.70	1.10	0.50	0.50	18.20	0.070
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	\$1.00 added to wage rate
Foreman premium	\$2.00 added to wage rate
Shift premium	\$1.00 added to wage rate

Subsistence of seventy dollars (\$70.00) per day, unless otherwise agreed by the parties subject to Article 13.

1. DEFINITIONS

- a) Equipment Operator "A" (Heavy)
Crane 35 ton and over, front end loader 10 c.y. and over, side boom. Drag line, hoe, clam and shovel 2 c.y. and over. Crawler tractor D10 and over.
- b) Equipment Operator "B" (Heavy)
Crane up to 35 ton, ditching machine. Clam, hoe, drag line and shovel up to 2 c.y. Front end loader over 1 c.y. up to 10 c.y. Motor scraper 627 and larger. Crawler tractors D6 to D9.
- c) Equipment Operator
Crawler tractor D3 and D6. Front end loader up to 1 c.y. including Bob cat. Forklift equipment. Self-propelled and towed compaction equipment.
- d) Equipment Operator (Light)
Swamper, Assistant Operator, Mechanic's Helper, and Rigger.

2. These minimum wage rates and benefits shall be reviewed prior to the effective date of July 1, 2004. In the event there is no agreement, the parties shall, pursuant to Article 23.02, refer the matter for conclusive settlement, without work stoppage.

3. 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.

4. 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.

5. HOURS OF WORK

The normal work week shall consist of forty (40) hours.

6. OVERTIME

Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Hours in excess of twelve (12) per day shall be paid at two (2) times the hourly rate. The parties may establish a sequence of days at work and days off that form a repeating pattern, not to exceed two (2) consecutive weeks, during which hours may be averaged. In such event, overtime shall be paid on hours in excess of eight (8) per day and in excess of an average of forty (40) hours per week.

7. 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”

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

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