

COLLECTIVE AGREEMENT

BETWEEN:

WESTERN INDUSTRIAL CONTRACTORS LTD.
4912 HART HIGHWAY
PRINCE GEORGE, BC
V2N 5R1

(Employer)

AND:

CONSTRUCTION AND SPECIALIZED WORKERS=
UNION, LOCAL 1611
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7

(" Union)

This Agreement shall be known as the

"LABOURERS CONFINED SPACE - SAFETY AGREEMENT"

INDEX

<u>CLAUSES</u>	<u>PAGE</u>
I: OBJECTS.....	1
II: DURATION	1
III: EXTENT	2
IV: WAGES.....	2
V: HOURS OF WORK	5
VI: TRANSPORTATION	6
VII: OUT-OF-TOWN ACCOMODATION.....	8
VIII: HIRING.....	8
IX: WORKING CONDITIONS	9
X: UNION SECURITY	12
XI: JOB STEWARDS.....	12
XII: ACCIDENT PREVENTION.....	13
XIII: SAVINGS CLAUSE	13
XIV: WORKING DUES CHECKOFF	13
XV: DELINQUENCY IN THE PAYMENT OF WAGES, CONTRIBUTIONS AND DEDUCTIIVE REMITTANCES.....	13
XVI: GRIEVANCE PROCEDURE	14
XVII: TECHNOLOCIAL CHANGE	15
XVIII: ENABLING CLAUSE.....	15
 <u>SCHEDULE "A"</u>	
SCHEDULE OF TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS/RATES.....	16
HOURLY WAGE RATES	16

AGREEMENT BETWEEN:

("Employer")

AND:

CONSTRUCTION AND SPECIALIZED WORKERS=
UNION, LOCAL 1611

("Union ")

CLAUSE I: OBJECTS

The objects of this Agreement are to stabilize the Industry; provide fair and reasonable working conditions and job security for employees in the industry; promote harmonious employment relationships between the Employer and the employees, provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement, prevent strikes and lockouts, to provide fully trained and skilled workforce to help enable the skills of both the Employer and the employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations. To provide local hire whenever possible.

Reference herein to male gender shall also include female gender.

CLAUSE II: DURATION

This Agreement shall be in full force and effect from and including August 1, 2002 to and including, November 14, 2003 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date November 14, 2003, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Parties hereto have concluded a renewal or revision of this Agreement or a new Collective Agreement.

The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

CLAUSE III: EXTENT1. Application:

This Agreement shall apply to all employees of the Employer engaged specifically in the classifications listed in Schedule "A" hereof, on all confined space, hole watch, spark watch and gas testing work and shall be binding on the Employer and the Union and their respective successors and assigns.

It is further understood that the Employer shall, when doing work covered by the Heavy Construction (Standard) Agreement; do such work in accordance with the terms and conditions of the Standard Agreement.

2. Contracting Out Prohibited:

The Employer agrees not to contract out any bargaining unit work

3. It is agreed that the intent of this Clause is to ensure the observance of its provisions for ALL persons performing work covered by this Agreement.

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, or depriving any employee of employment.

CLAUSE IV: WAGES1. Hourly Wage Rates:

The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Schedule "A" hereunto annexed in respect of the various classifications therein contained. Schedule "A" shall be deemed to be contained in, and form a part of this Agreement.

2. Health Welfare and Pension Plan:

The Employer shall make contributions as set out in Schedule AA≅ hereto, and shall be remitted on hours worked.

Payments of all contributions shall be made by cheque to the Construction and Specialized Workers= Medical and Benefit Plan of B.C. These monies shall be forwarded, to the Plan, once each month. Such payment shall be made not later than the fifteenth (15th) day of the month following the month in which the monies are earned, and attached to the appropriate forms supplied by the Plan.

Business Representatives of the Union may inspect during regular business hours, the Employer's record of time worked by employees and contributions made to the Plan.

The Union auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Plan, and shall be allowed the time necessary to complete the audit.

The Union may apportion contributions between the funds as it deems appropriate from time to time.

3. Annual Vacation and General Holiday Pay:

(a) Vacation and General Holiday pay shall be accrued at the rate of ten percent (10%) of gross earnings (five percent [5%] for annual vacation and five percent [5%] for General Holidays), and shall be paid to the employee on each regular payday.

(b) When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the Monday prior to such General Holiday and the actual day of such holiday shall be worked and paid for as a normal work day. Work performed on the day upon which it has been agreed that the holiday will be observed shall be paid for at double time rates.

The recognized holidays are: New Year's Day, Heritage Day (third Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday before B.C. Day, B.C. Day, Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal or Provincial Government. All work performed on General Holidays shall be paid for at double time (2X) rates.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed.

When Christmas falls on a Saturday or Sunday the following Monday will be observed.

4. Payment of Wages:

The Employer shall at least every second Friday, pay to each employee covered by this Agreement all wages earned by the employee to a day not more than five (5) working days prior to the date of payment. Provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming it shall not be considered a violation of this Agreement for the employees to cease work until payment of wages or other arrangements are made.

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than the fourth (4th) business day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by the employee. A cheque mailed to the last known address of the employee or direct deposit to the employee's bank account, within the time limits provided for above, shall constitute compliance with this provision.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer, and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made.

The Employer will provide a separate or detachable itemized statement with each pay, showing the number of hours at straight time rates and at overtime rates, the wage rate and total deductions from the amount earned.

Exchange charges will be added to the cheque, if not payable at par.

5. New Classifications:

As and when new types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedule, the Employer shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude negotiations within thirty (30) days but in any event, the rate established shall be retroactive to the day notice in writing is given by either party to commence negotiations, or to the first day of work, whichever is the sooner.

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Clause XVI. However, the rate shall not be lower than those found in Schedule "A" .

Where an employee works in a higher hourly wage classification for more than four (4) hours he shall be paid the higher rate for a minimum of eight (8) hours.

CLAUSE V: HOURS OF WORK

1. Regular Work Hours at Straight Time:

- (a) Eight (8) consecutive hours shall constitute the day shift excluding one-half (1/2) hour for lunch from the hour of 8:00 a.m. and 4:30 p.m., Monday to Friday. Five (5) days shall constitute a week's work.
- (b) The Employer may establish additional shifts. If a second shift is required, other than day shift, the second shift employees shall receive a shift premium of fifty cents (50¢) per hour. If a third shift other than those referred to above is required then a shift premium of seventy-five cents (75¢) per hour shall apply.
- (c) Regular work week start time shall be 8:00 a.m. Monday morning.
- (d) The undersigned parties agree that the regular shift start time of 8:00 A.M., may be varied two (2) hours either way.

2. Overtime

- (a) All hours worked beyond eight (8) hours, or the accepted variations there from, shall be considered overtime, until a break of eight (8) hours occurs, and shall be paid for at time and one-half (1-1/2) up to ten (10) hours, double time (2x) after ten (10) hours - Monday to Friday.
- (b) The first eight (8) hours on Saturday shall be paid at time and one-half (1-1/2) and double time (2X) thereafter.
- (c) All hours on a Sunday or holiday shall be paid at double time (2X) rates.

3. Call-Out Time:

- (a) Where an employee is called out for work and no work is performed, he shall be paid two (2) hours
 - (i) on regular shifts at straight time;
 - (ii) on Saturdays, Sundays and general Holidays at the prevailing overtime rates;
- (b) Where an employee is called out for work at any time, and work is performed, he shall be paid a minimum of:
 - (i) on regular shifts, four (4) hours at straight time;
 - (ii) on overtime days, four (4) hours at the prevailing overtime rates;
 - (iii) after the regular shift, employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rates;

provided however, that the workman has reported to the job site in person, in a competent condition to carry out his duties, and providing adequate notice has not been given not to report to work. Adequate notice shall be construed as follows:

where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or prearranged radio or other broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

Each employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfil the obligations of the above paragraph by contacting that telephone number.

The Employer shall pay to every employee covered by this Agreement, who works in excess of four (4) hours, and less than eight (8) hours in any one shift, at least eight (8) hours for each such shift, provided the employee is available for work except where the work is suspended by the Owner's Engineer, then only actual hours worked shall be paid for.

If the employee works more than four (4) hours on a Saturday, Sunday, or General Holiday, then only the actual hours worked shall be paid for, at the prevailing overtime rate.

CLAUSE VI: TRANSPORTATION

1. Upon Hiring and Termination:

- (a) When upon commencing employment on a job, employees are required to travel to the job, they shall receive from the Employer the cost of transportation from point of hire, meals and a sleeper if night travel is necessary. Airline tickets to be economy.
- (b) If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.
- (c) If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation shall be paid by the Employer.
- (d) If an employee quits or is discharged when having been on the job forty-five (45) calendar days, return transportation shall be paid by the Employer.

- (e) Hours paid for hours travelled, subject to the same conditions as govern transportation. Where time required to travel is less than eight (8) hours, the employee may be required to work for the unexpired time up to eight (8) hours. A maximum of eight (8) hours travel time pay shall be paid for each calendar day. All travel time shall be paid at straight time.
- (f) If the Employer fails to provide work after one (1) shift and requires an employee to stand by, the Employer shall pay the employee a minimum of eight (8) hours' straight time pay for each shift of stand-by thereafter.
- (g) On jobs inaccessible to public transportation, the employer agrees to supply or arrange for suitable transportation. On jobs where an employee is confronted with excessive travelling time, the employer agrees to pay travel time on a mutually satisfactory basis.
- (h) On jobs where travelling provisions are not otherwise provided for in this Agreement. they will be discussed and decided at the pre-job discussions between the Employer and the Union.
- (i) On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the ob. Airline tickets to be economy.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless he actually returns to his place of departure. Living-out allowance shall not be paid during leave periods.

2. Local Travel:

First fifty (50) kilometres each way no travel time paid. From fifty-one (51) kilometres to one hundred (100) kilometres paid at forty cents (\$0.40) per kilometre. Beyond one hundred (100) kilometres living out allowance shall be paid.

CLAUSE VII: OUT-OF-TOWN ACCOMODATION

On out-of-town jobs where camps are provided, room and board shall be supplied at no cost to the employee.

In areas where no camps are provided, the Employer will supply to every employee covered by this Agreement free room and board. The Employer and the Union in their pre-job discussions will by mutual agreement, decide on what arrangements are to be made with regard to subsistence allowances or room and board.

These accommodations shall provide single room accommodation for each employee.

Where the Employer is unable to provide single room accommodation, a pre-job meeting between the Employer and the Union shall be held prior to commencement of the project, in order to arrive at a suitable arrangement for accommodation, travel time and local transportation allowances. Failing this, the Employer shall pay a living out allowance of seventy-five (\$75) dollars a day, based upon a seven (7) day week.

Employees dispatched to jobs before jobs are ready, will be paid eight (8) hours at the regular rate until the job starts, or have their return transportation and travel time paid.

Employees residing in camps or Employer-supplied accommodation may on any weekend vacate or check-out of such accommodation and the Employer shall pay him twelve dollars (\$12.00) per day check-out where accommodation is provided in camps and fifteen dollars (\$15.00) per day where accommodation is provided for those living in motels-hotels.

To qualify the employee must work the scheduled shift prior to the weekend and/or General Holiday and the scheduled shift after the weekend and/or General Holiday unless arrangements to the contrary are agreed upon between the employee and the Employer.

CLAUSE VIII: HIRING

1. In order to be employed, the person must be and remain a member in good standing with the Union, and be cleared to work through the Union dispatch office on each and every job.

2. However, should qualified Union members not be available, the Employer may obtain employees elsewhere, it being understood that the employer must immediately contact the Union office and that the employees so hired shall meet the Union qualifications. Employees so hired shall become and remain members in good standing of the Union within fourteen (14) days of their commencing employment or be replaced by a Union member when available.

In the build up of the workforce, members in good standing shall be given priority of employment. When placing members in good standing the following will be considered;

1. Duration of job (ie.) Number of shifts
2. The hours worked on these shifts (ie.) 5X9 hour shifts and 6X10 hour then the 6X10 hour shifts will be made available to members in good standing.

In the reduction of the workforce every effort shall be made by the employer to ensure continued employment for members in good standing.

The Employer shall also deduct the initiation fee, and applicable dues, from the employees and remit to the Union forthwith. The Union will advise as to the said amount.

3. Every shift shall have at least one (1) Crew Leader cleared through Local 1611's Dispatch Hiring Hall. This person shall be and remain to be for the duration of the job a member in good standing with Local 1611

CLAUSE IX: WORKING CONDITIONS

1. Lunch periods shall be at mid-shift.
2. Two breaks of ten (10) minutes each shall be taken in a work shift. Time of the first work break shall be at one-quarter (1/4) of the scheduled shift or as near that period as possible; the second work break shall be at three-quarters (3/4) of the scheduled shift or as near that period as possible.
3. Each workplace shall be equipped with adequate lunch room facilities when possible, and a proper dry room and locker room for the crew to dry and keep their clothes, or similar facilities otherwise provided.

The Employer where applicable shall provide lunchroom facilities complete with heat and light, separate from any tool and storage facilities.

4. When employees are required to work extended daily hours in excess of ten (10) hours, the Employer shall be required to provide a meal at no cost to the employees, for those involved. The time required for the consumption of the meal shall be considered as time worked and shall not be less than one-half (1/2) hour. This break shall occur not more than six (6) hours after commencement of the last meal time. Where mutually agreed, fifteen dollars (\$15.00) may be paid in lieu of providing a hot meal. In the case where it is mutually agreed, fifteen dollars (\$15.00) is to be paid in lieu of providing a hot meal, then the employee shall also be entitled to a one-half (1/2) hour meal/rest break, and it shall be considered time worked.

Should an employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours, under the same conditions as above.

Where an employee is required to work through the regular established meal period, such employee shall be paid the applicable overtime rate and shall be given time of one-half (1/2) hour to consume his/her meal before or after the regular meal period. Such time shall be paid for as part of the regular shift.

5. Protective clothing, essential to the protection of an employee and his regular work clothes from unusual circumstances such as caustic chemicals, oil spills etc., (i.e. slickers, gloves, hip boots, coveralls, etc.) shall be supplied by the Employer at no cost to the employee.
6. Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. The Employer shall also provide paper cups.
7. The Employer will provide a termination slip within four (4) calendar days, if requested by the Union or the employee, which shall state the reason for the employee's termination, and whether or not he is eligible for rehire.
8. One (1) hour's notice of termination shall be given by the Employer. This hour shall be used by the employee to gather his belongings together and to turn in any tools or goods belonging to the Employer. If such notice is not given then one (1) hour at straight time shall be paid in lieu thereof.
9. Adequate toilet facilities shall be provided by the Employer and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

10. In case of fire, burglary or marine wreck (as defined by the Insurance Act) on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00). The Employer shall also provide insurance for the employees' required tools to a total of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer.

Where an employee fails to file an inventory, his rights to submit a claim shall be waived.

11. Hard hats, suspensions for hard hats will be provided by the Employer where necessary, on a charge-out basis at cost, such cost to be deducted from the employee's earnings and refunded at such time as the employee returns the items to the Employer in reasonable condition, subject to normal wear and tear.
12. It is agreed a telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.

13. Leave of Absence:

Employees involved in an accident while on the job requiring off site medical attention or rest for the balance of the day, shall receive a minimum of eight (8) hours' pay for the day of the accident.

14. When an employee suffers a compensable injury, such employee shall be entitled to re-employment with the same employer when such employee receives a clearance to return to work from his Doctor or the Workers= Compensation Board, provided the project is still in operation, and there is work in such employee=s classification, or where a new project commences.
15. In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with pay for eight (8) hours at straight time. Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law and grandparents.

1. The Employer recognizes the Union as the sole bargaining agent for those employees covered by this Agreement and working at those classified occupations listed in Schedule "A" and for such other employees as may be assigned to new classifications coming within the Union's jurisdiction.

Management, Sales and Office Staff are excluded from this agreement.

2. It is the prerogative of the Employer to transfer and to lay off due to reduction of forces or suspension or completion of work. It is also the prerogative of the Employer to discharge an employee for just cause subject to the right of the parties, or persons bound by this Agreement, to invoke grievance proceedings herein. It shall not be the duty of the Employer to induce non-members to join the Union.

3. The Union reserves the right to render assistance to other labour organizations by removal of its members from jobs when necessary for the following reasons: Legal picket lines or workmen being employed on the project who are not affiliated with the British Columbia and Yukon Territory Building and Construction Trades Council. Before such removal takes place, the Union will attempt to notify the Employer in writing.

On all projects covered by this Collective Agreement, the Employer shall provide to Local 1611, a Letter of Assignment for all work done by Local 1611 members. These letters shall be received by Local 1611 or its Representative before completion of the project and shall include, location, date, type(s) of work performed and shall be provided on company letterhead.

CLAUSE XI: JOB STEWARDS

1. Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards in the event of a layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties.
2. The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.

Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or foreman; however, in no way will he interfere with the employees during working hours unless permission is granted, subject to customer approval. However, no reasonable request will be refused.

CLAUSE XII: ACCIDENT PREVENTION

It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of the workman to work or to continue work in contravention of such regulations shall not be deemed to be a breach of this Agreement. The Union is to give thorough instruction to its members in all standard safety regulations.

Both the Employer and the Union shall give particular attention to the regulations of the Workers' Compensation Board respecting the setting up of a Safety Committee, such Committee shall be set up within one (1) week.

CLAUSE XIII: SAVINGS CLAUSE

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within the period of sixty (60) days to re-draft a new section or portion thereof which shall be valid, and which shall replace the section or portion thereof declared invalid.

If the parties do not agree on a mutually satisfactory replacement, they shall submit this dispute to the Grievance Procedure.

CLAUSE XIV: WORKING DUES CHECKOFF

The Employer shall deduct fifty cents (50¢) per hour earned, from each employee, and remit same to the respective Union by cheque once each month. These monies shall be payable along with the Health, Welfare and Pension contributions not later than the fifteenth (15th) day of each month following the month in which the deductions were made. The monies shall be noted on the remittance forms provided by the Union Plan.

CLAUSE XV: DELINQUENCY IN THE PAYMENT OF WAGES, CONTRIBUTIONS
AND DEDUCTIVE REMITTANCES

1. Timely payment of wages and contributions to the Trust Funds, provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:
 - (a) The Union will advise the Employer in writing of any delinquency.

- (b) If within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent amount or the Employer has failed to request a meeting with the Union to provide for the payment of the delinquent amount, then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears, and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of his failure to report and pay as provided.

- 2. In the event of an Employer failure to pay wages or remit required amounts in conformity with this Agreement, the Union is free to take any economic action it deems necessary against the employer, and such action shall not be considered a violation of this Agreement.

CLAUSE XVI: GRIEVANCE PROCEDURE

It is the spirit and intent of this Agreement as contained in Clause 1: Objects, to resolve all employee or employer grievances promptly and wherever possible within the industry.

If during the term of this Agreement, there should arise any difference between the Parties to, or the persons bound by this Agreement, concerning interpretation, application, operation, or any alleged violation hereof, or concerning discharge of any employee which may be alleged to be unjust, and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner.

The Job Steward or Business Representative of the Union shall first discuss the difference with the Foreman, Superintendent, or the Employer, in that order, in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved Party must submit the matter complained of, in writing, to the other Party within thirty (30) days of its occurrence, excepting that in the matter of discharge, such Grievance must be submitted, in writing, within fifteen (15) days of occurrence, or in every case, the matter shall be deemed to be waived.

However, the foregoing time limits shall not apply where there has been a failure to pay fully, amounts due to Funds specified in this Agreement, or to remit deductions from Employees as provided for in this Agreement.

It is intended that the failure of the employer to make the requisite contributions to be made on behalf of the employees, as provided elsewhere in this Agreement, may be claimed by the employees at any time.

In the event any Grievance is not resolved within seven (7) days of submission of such Grievance to the other Party, in writing, it may if mutually agreed, be referred in writing, and heard by an Industry Grievance Panel.

If not referred to an Industry Grievance Panel, then each Party shall, within five (5) days, appoint a Representative to a Board of Arbitration.

The two (2) appointees shall, within five (5) days of appointment, agree upon a person to act as Chairman, but failing to do so within this time, they shall jointly request the Minister of Labour for British Columbia to appoint such Chairman.

The Board of Arbitration shall, within ten (10) days, or such extended period as may be mutually agreed by the Parties, hear the Parties and render a decision which shall be final and binding. The fees and expenses of the Chairman of the Board of Arbitration shall be borne equally by the Parties to the Grievance.

In the event a matter of discharge has not been referred to the Industry Grievance Panel or to an Arbitration Board within seven (7) days of its receipt, in writing, then the matter shall be deemed to be waived.

CLAUSE XVIII: TECHNOLOGICAL CHANGE

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the Employer shall give at least sixty (60) days notice to the Union and shall meet and develop an Adjustment Plan in compliance with Section 54 of the British Columbia Labour Relations Code.

CLAUSE XVIII: ENABLING CLAUSE

When in the opinion of both parties it is deemed beneficial to the Employer and the Union members the terms and conditions of the Collective Agreement may be modified for work coming under the "Extent Clause". Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one project, for a type of work, for a specific area or for a specific period of time.

If necessary, the parties will establish workable procedures for the drafting of such Letters of Understanding.

Signed at _____, British Columbia, this ___ day of _____, _____.

WESTERN INDUSTRIAL CONTRACTORS LTD.

CONSTRUCTION AND SPECIALIZED WORKERS= UNION, LOCAL 1611

Signature

Signature

Print Name

Print Name

SCHEDULE "A"**Schedule of Total Employer/Employee Contributions**

Health & Welfare	\$ 1.80
Pension Plan	\$ 2.50
Labourers Advancement Fund	\$.40
Training Plan	\$.20
Union Working Dues Deduction	\$.50

STRAIGHT TIME HOURLY WAGE RATES**CLASSIFICATIONS**

Spark Watch	\$20.00
Confined Space/Hole Watch	\$20.00
Gas Testing	\$21.00
Site Safety Officer (SSO)	\$22.00
1st Aid - Level 2 (when required)	additional \$.50 per hour
1st Aid - Level 3 (when required)	additional \$.75 per hour
Crew Leader/Coordinator	additional 10% per hour above the highest classification working under his supervision.