

COLLECTIVE AGREEMENT

BETWEEN

JASPER LABOUR SERVICES LTD.

AND

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

October 1, 2003 -- September 30, 2007

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BETWEEN

JASPER LABOUR SERVICES LTD.
(hereinafter referred to as the "Employer")

AND

**CONSTRUCTION AND ALLIED WORKERS'
UNION, LOCAL #68**
affiliated with the
**CHRISTIAN LABOUR ASSOCIATION OF
CANADA**
(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

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

- 1.02 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 Should any part of this agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this agreement had been executed without the invalid portion.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02, save and except non-working supervisory personnel, office and sales staff.
- 2.02 This Agreement covers all employees in British Columbia. The Employer further agrees that this Agreement covers all employees of the Employer on such projects in the Yukon Territory.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties. Should classifications and rates other than set out in Schedules "A", "B", "C", be required, the Employer and the Union shall meet and agree as to applicable rate(s).
- 2.04 The Union and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by agreement in writing, add, amend or delete any terms or conditions of the Agreement for the duration of the job or project.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Employer's rights, subject to this Agreement, include but are not limited to the following:
- (a) the right to maintain order, discipline, and efficiency; to make, alter, and enforce rules and regulations, and policies and practices to be adhered to by its employees; to discipline and discharge employees for just cause;
 - (b) the right to select, hire, and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
 - (c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer; the direction of the working forces; the scheduling of work; the number of shifts; the methods, processes, and means by which work is to be performed; job content, quality, and quantity standards; the right to use improved methods, machinery, and equipment; the right to determine the number of employees needed by the Employer at any time; and generally, the right to manage the business of the Employer, and to plan, direct, and control the operations of the Employer without interference.
- 3.02 The sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

ARTICLE 4 - UNION REPRESENTATION

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

- (a) the Union has the right to appoint Stewards to assist employees in presenting complaints or grievances and to enforce and administer the Collective Agreement. The number of Stewards shall not normally exceed two (2) per project. Projects involving fewer than fifty (50) employees may be limited to one (1) Steward. 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 a job site;
- (b) in no case will such Representative interfere with the progress of work.

- 4.04 The Employer agrees to notify the Union of jobs that are expected to last more than six (6) months, and of its other jobs upon request.
- 4.05 The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of two (2) on the committee, shall be paid by the Employer, to a maximum of thirty-two (32) hours per Contract Agreement, at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.
- 4.05 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 qualified, in the opinion of the Employer, to perform. In the event the Employer transfers the Steward to another project, a new Steward shall be appointed by the Union.
- 4.06 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 - NO STRIKES OR LOCKOUTS

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation.
- 5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

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 such applicants are qualified, in the Employer's opinion, 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 employee shall be referred by the Employer to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union purposes and representation policies to such new 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 the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the employer within one (1) year of previous employment shall not serve a new probationary period.

ARTICLE 7 - CHECK-OFF

- 7.01 (a) As a condition of employment, all employees must sign an authorization for the deduction of an amount equal to Union dues.
- (b) The Employer agrees to check off from each employee the amount equal to the Union dues, once monthly, and where applicable an amount equal to Union dues arrears or Union initiation fees. The total amount checked off will be turned over to the Union Treasurer each month, by the 20th of the month following the check-off, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Union and the employees agree that the

Employer shall be saved harmless for all deductions and payments so made.

- 7.02 Employees who, because of religious or conscientious objections, cannot support CLAC Local 68, may apply to the Union, in writing, to re-direct their dues to a mutually agreed charitable organization. The Union will treat such requests in accordance with its policy, which shall not violate the provisions of the *Labour Relations Code*.
- 7.03 The Union will promptly notify the Employer, in writing over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, and the Union shall save the Employer harmless for all such deductions.
- 7.04 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees, ranked according to classification and showing the employee's rate of pay, shall be forwarded to the Union twice yearly.

ARTICLE 8 - WAGE RATES OF PAY

- 8.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedules "A", "B" and "C".
- 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 employee is qualified to do the required work.

8.06 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.

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

8.08 It is understood and agreed that the wage rates and other provisions set out may be amended by mutual agreement between the Employer and the Union for specific projects in order to enable the Employer to compete with non-union competitors and/or with specific union project agreement rates.

- 8.09 The Employer, at his discretion, may hire employees under this Schedule "C" with lesser skills or experience and shall pay them wages at not less than eighty percent (80%) of the established wage rate in their respective classification. After completion of the probationary period, payment below the established rate shall only occur in circumstances where an employee does not have the skills or experience normally required for the classification.

ARTICLE 9 - HOURS OF WORK & OVERTIME

- 9.01 The normal workweek shall be as outlined in Schedule "E" or other applicable classifications and wage schedules.
- 9.02 The overtime rates to be paid are as outlined in Schedules "E" or other applicable classifications and wage schedules.
- 9.03 When a statutory holiday occurs during the employees' regular workweek, employees shall receive overtime pay as outlined in Schedule "E" or other applicable classifications and wage schedules.
- 9.04 When a scheduled break occurs it will include a Sunday.
- 9.05 The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.06 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects.
- 9.07 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per

day or per week other than those stipulated in Articles 8.03 and 8.04.

- 9.08 There will be two (2) coffee breaks of ten (10) minutes' duration on each shift, one in the first half of the shift and one in the second half of the shift. Employees will be given a meal period of one half (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' 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.

ARTICLE 10 - LAY-OFFS

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

ARTICLE 11 - VACATION & VACATION PAY

- 11.01 Employees shall be entitled to an amount equal to five per cent (5%) of the total wages of the employee.
- 11.02 Vacation Pay and Statutory Holiday pay shall be paid to employees in the first pay period in December each year, and on termination and/or upon request of the employee.
- 11.03 The Employer will grant vacations at the times requested considering business requirements.

ARTICLE 12 - HOLIDAYS & HOLIDAY PAY

12.01 Employees shall be entitled to receive an amount equal to five (5%) percent of their 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 |
| B.C. Day | |

12.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1-1/2) times their regular wages for all hours worked.

12.03 If a holiday should fall mid week, i.e., Tuesday, Wednesday, or Thursday, the parties may by mutual agreement agree to substitute the holiday on the Monday or the Friday of that week.

ARTICLE 13 - TRANSPORTATION, TRAVEL, AND SUBSISTENCE

13.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and subsistence allowances as established in this Article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.

13.02 For the purposes of this Agreement, the Employer's base of operations is defined as the job site.

13.03 There shall be a free travel and subsistence zone established for the Employer's base of operations. There shall be a free travel zone of seventy-five (75) kilometres by shortest public road from a job site.

13.04 A. Travel Allowance

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

- (i) Travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer;
- (ii) When travel allowance is applicable, the employee will be paid from the Employer's shop or from the employees home whichever is closer to the job site;
- (iii) Travel allowance will be paid only for the beginning and end of a project and again if the employees are laid off and recalled to the same project. Employees who quit the job within twenty-one (21) days shall not be entitled to travel allowance;
- (iv) Travel allowances will not be used in calculating overtime;
- (v) The amount of travel allowance shall be subject to negotiation and agreement between the Employer and the Union, with the cost of public transportation and duration of travel as guidelines.

B. Travel Time

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

C. Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.04 and 13.05.

D. Daily Travel

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

- (i) When an employee is required to travel daily to a project outside the travel free zone that is greater than seventy-five (75) kilometres by shortest public road from his permanent residence or temporary residence when receiving subsistence allowance;
- (ii) Where the Employer does not provide transportation;
- (iii) Where the project is outside the free travel zone established in Article 13.03;
- (iv) The daily travel allowance will be subject to agreement between Employer and the Union for each project.

E. Subsistence Allowance

- (i) All employees of the Employer who are required to travel more than seventy-five (75) kilometres to the job site shall be provided with board and room or shall be provided with a subsistence allowance as per Schedule "C". Subsistence allowance per day may change subject to agreement by the Employer and the Union. Such agreements shall be based on area and seasonal costs with room costs based on two employees per room. Subsistence allowance will not be paid for any day on which an employee does not work of his own accord for reason other than job related accident.

- (ii) Subsistence allowance, in accordance with Schedules "A", "B" and "C" will be paid subject to the following conditions:
- (a) to be eligible for subsistence an employee's permanent residence must be outside seventy-five (75) kilometres by shortest public road from the job site;
 - (b) subsistence allowance begins when an employee reports for his first scheduled shift;
 - (c) subsistence allowance will be paid for all work days and all show up days outlined in Article 8.03;
 - (d) the project must be outside the free travel zones established in Article 13.03;
 - (e) the Employer and the Union may agree to reasonable partial subsistence allowance where the employee elects to commute to his place of residence or supplies his own living accommodation.

F. Turnarounds

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

- 13.05 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel and room and board. Such alternative or amended policies will be established for the duration of the

project and will require the mutual agreement of the Employer and the Union.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

- 14.01 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour/management relations:
- (a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
 - (b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production, and marketing;
 - (c) the enterprise requires authority relationships under a strong central leadership or management;
 - (d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 14.02 (a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:

- (i) discipline and discharge policies;
 - (ii) training and promotion;
 - (iii) safety measures;
 - (iv) matters that affect the working conditions of the employees;
- (b) The Employer and the Union shall each appoint representatives to the Union-Management Committee. The Minutes shall record the business of each meeting and a copy shall be mailed to the Union's provincial office.

- 14.03 A committee member attending the Union-Management meetings during regular working hours shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.
- 14.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 14.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 15 - HEALTH AND SAFETY COMMITTEE

- 15.01 (a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment;

- (b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership;
- (c) It is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.

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

15.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of his/her shift.

15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalisation for a period of more than one (1) week the Employer shall provide transportation to an available facility near the employee's home at no cost to the employee.

15.05 All safety matters shall be handled in accordance with the established Workers Compensation procedures and the Employer's Safety Manual.

15.06 Light Duty Work Programs

If an employee is injured on the job and requires medical attention the employee is entitled to Light Duty Work and he shall inform the attending physician of the same.

The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay one dollar and fifteen cents (\$1.15) per hour for all hours worked, each month, for each employee towards the benefit plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 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.

ARTICLE 17 - PENSION PLAN

- 17.01 The Employer agrees to contribute one dollar and ten cents (\$1.10) for each hour worked towards each employee's participation in the RRSP Plan administered by the Union.
- 17.02 Contributions to the employee's RRSP Plan, administered by the Union, shall be made in accordance with direction by the Union, and the Employer shall be saved harmless for all contributions and administration of the RRSP Plan.

ARTICLE 18 - EDUCATION AND TRAINING FUND

- 18.01 The Employer agrees to contribute thirteen cents (\$0.13) per hour to the Union Education and Training Fund for all hours worked by all employees. Employees must have prior written approval for courses taken and shall be reimbursed upon completion of the course, and upon receipts being supplied.

ARTICLE 19 - TOOLS

- 19.01 All tradesmen shall supply their own tools common to their trade. The Employer shall provide specialty tools.
- 19.02 The employees shall be held responsible for all tools issued to them by the Employer. The Employer shall provide adequate security for all tool storage on the site.

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 All employees shall wear safety hats to be made available by the Employer.
- 20.02 All employees shall wear gloves, safety shoes, and rain gear where required, furnished by the employee.
- 20.03 The Employer will furnish employees with safety equipment (including safety glasses) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items.

**ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT
PAY**

- 21.01 The Employer shall grant leaves of absence without pay for the following reasons:
 - (a) marriage of the employee;
 - (b) sickness of the employee or employee's immediate family;
 - (c) death in the immediate family;

(d) Union activity other than directly relating to the Employer.

21.02 Leave of absences 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 three (3) 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.

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 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.

22.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.

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 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.

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement.

A 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.

- 22.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean, "work days".
- 22.04 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. If the Employer does consider or process a grievance, which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.
- 22.05 No employee shall have a grievance until he has discussed his complaint with his Superintendent. If the employee's Superintendent does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it shall, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and shall be presented to the designated Employer representative by a Steward or a CLAC representative. The designated Employer representative shall notify the Union representative of his decision in writing not later than five (5) workdays following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- (a) the facts giving rise to the grievance;
- (b) the section or sections of the Agreement claimed violated;
- (c) the relief requested;

and shall be signed by the employee or employees involved.

Step 2

If the grievance is not settled in Step 1, a CLAC representative shall 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 written grievance to the designated Employer Representative. A meeting will be held between the Steward or CLAC representative together with the griever involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written grievance to the designated Employer representative. The Employer shall notify the Steward or CLAC Representative of his decision in writing within five (5) workdays of such meeting.

Step 3

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Steward or CLAC Representative but not thereafter.

22.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances

upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) workdays of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 22.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) workdays after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) workdays of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) work days, the Employer shall not be liable for any damages during the foregoing fifteen (15) work day period.

The provisions of this Article 22.06 shall not be used by the Union to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute, and the provisions of Articles 22.04 and 22.05 hereof shall not thereby be bypassed.

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, by mutual agreement of the parties in writing, be referred by either party to the Labour Relations Board for a binding or non-binding decision pursuant to the *Labour Relations Code* where a difference arises between the parties relating to dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective

Agreement. Mr. Robert Blasina or a substitute agreed to by the parties shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference

within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

ARTICLE 24 - ARBITRATION

- 24.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 24.02 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 24.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman of the Arbitration Board governs.
- 24.04 Notices of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 24.05 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 24.06 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 22 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 24.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 24.08 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty, which, in its opinion, is just and equitable. This cause shall not apply to the discharge of a probationary employee.
- 24.09 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.
- 24.10 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to

adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof.

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; 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 a warning shall be noted by the foreman/supervisor in writing to the employee. The foreman/supervisor shall inform the Union in writing of the warning within twenty-four (24) hours.

ARTICLE 26 – DURATION

- 26.01 This Agreement shall be effective on the first (1st) day of October, two thousand three (2003) and shall remain in effect until the thirtieth (30th) day of September, two thousand seven (2007), 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 neither of the parties give such notice, this Agreement shall continue until the parties renew, revise, or reach a new Agreement.

26.02 Notwithstanding Article 26.01, all monetary increases or adjustments contained in this agreement shall be effective the tenth (10th) day of December, two thousand four (2004).

26.03 The Parties agree to exclude the operation of Section 50 (2) (3) of the *Labour Relations Code*.

DATED at Vancouver, B.C., this _____ day of _____, 2005.

Signed on behalf of
**JASPER LABOUR
SERVICES LTD.**

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

Authorized Representatives

Authorized Representatives

SCHEDULE "A"

Rates and Benefits

**All Residential Projects and Non-Industrial Projects
with an Overall Value of Less than \$3 Million**

| <u>CLASSIFICATION</u> | <u>HOURLY RATE EFFECTIVE</u> | | | | |
|----------------------------|------------------------------|-------------|------------------|-------------|------------|
| | <u>December 10, 2004</u> | | | | |
| | <u>Base</u> | <u>Vac/</u> | <u>H & W</u> | <u>RRSP</u> | <u>ETF</u> |
| | <u>Rate</u> | <u>Hol.</u> | <u>Benefit</u> | | |
| Journeyman Carpenter | 23.00 | 2.30 | 1.15 | 1.10 | .13 |
| Uncertified Carpenter | 19.20 | 1.92 | 1.15 | 1.10 | .13 |
| Bricklayer | 23.00 | 2.30 | 1.15 | 1.10 | .13 |
| Cement Mason | 23.00 | 2.30 | 1.15 | 1.10 | .13 |
| Ironworker (Rebar) | 22.00 | 2.20 | 1.15 | 1.10 | .13 |
| Equipment Operator (heavy) | 23.00 | 2.30 | 1.15 | 1.10 | .13 |
| Equipment Operator (lite) | 16.50 | 1.65 | 1.15 | 1.10 | .13 |
| Labourer - Skilled | 15.00 | 1.50 | 1.15 | 1.10 | .13 |
| Labourer - Unskilled | 14.00 | 1.40 | 1.15 | 1.10 | .13 |
| Carpenter's Helper | 16.50 | 1.65 | 1.15 | 1.10 | .13 |
| Student/Casual | 11.50 | 1.15 | 1.15 | 1.10 | .13 |

Effective October 1, 2005 and effective October 1, 2006, all base wage rates in the Schedules to this Agreement shall increase by two and one half percent (2.5%), or the 12-month average percentage change in the published Consumer Price Index (CPI) for British Columbia (all items, 1992=100), whichever is greater.

FIRST AID

C Ticket - \$0.50 per hour added to wage rate

B Ticket - \$0.75 per hour added to wage rate

A Ticket - \$1.00 per hour added to wage rate

APPRENTICE RATES

| | |
|----------------------|------------------------|
| 1 st year | 60% of Journeyman Rate |
| 2 nd year | 70% of Journeyman Rate |
| 3 rd year | 80% of Journeyman Rate |
| 4 th year | 90% of Journeyman Rate |

Subsistence and Premiums: See Schedule “C”

SCHEDULE "B"

Rates and Benefits

Non-Industrial Projects with an Overall Value of \$3 Million or More

| <u>CLASSIFICATION</u> | <u>HOURLY RATE EFFECTIVE</u> | | | | |
|---------------------------|------------------------------|-------------|------------------|-------------|------------|
| | <u>December 10, 2004</u> | | | | |
| | <u>Base</u> | <u>Vac/</u> | <u>H & W</u> | <u>RRSP</u> | <u>ETF</u> |
| | <u>Rate</u> | <u>Hol.</u> | <u>Benefit</u> | | |
| Journeyman Carpenter | 25.00 | 2.50 | 1.15 | 1.10 | .13 |
| Uncertified Carpenter | 24.00 | 2.40 | 1.15 | 1.10 | .13 |
| Bricklayer | 25.00 | 2.50 | 1.15 | 1.10 | .13 |
| Cement Mason | 25.00 | 2.50 | 1.15 | 1.10 | .13 |
| Certified Rigger | 23.00 | 2.30 | 1.15 | 1.10 | .13 |
| Ironworker (Rebar) | 24.00 | 2.40 | 1.15 | 1.10 | .13 |
| Equipment Operator(Heavy) | 24.00 | 2.40 | 1.15 | 1.10 | .13 |
| Equipment Operator (Lite) | 20.00 | 2.00 | 1.15 | 1.10 | .13 |
| Labourer - Skilled | 20.50 | 2.05 | 1.15 | 1.10 | .13 |
| Labourer – Semiskilled | 17.00 | 1.70 | 1.15 | 1.10 | .13 |
| Labourer - Unskilled | 14.60 | 1.46 | 1.15 | 1.10 | .13 |
| Carpenter's Helper | 19.00 | 1.90 | 1.15 | 1.10 | .13 |
| Student/Casual | 13.75 | 1.38 | 1.15 | 1.10 | .13 |

Effective October 1, 2005 and effective October 1, 2006, all base wage rates in the Schedules to this Agreement shall increase by two and one half percent (2.5%), or the 12-month average percentage change in the published Consumer Price Index (CPI) for British Columbia (all items, 1992=100), whichever is greater.

FIRST AID

C Ticket - \$0.50 per hour added to wage rate

B Ticket - \$0.75 per hour added to wage rate

A Ticket - \$1.00 per hour added to wage rate

APPRENTICE RATES

| | |
|----------------------|------------------------|
| 1 st year | 60% of Journeyman rate |
| 2 nd year | 70% of Journeyman rate |
| 3 rd year | 80% of Journeyman rate |
| 4 th year | 90% of Journeyman rate |

Subsistence and Premiums: see Schedule “C”

SCHEDULE "C"

Rates and Benefits All Industrial Projects*

| <u>CLASSIFICATION</u> | <u>HOURLY RATE EFFECTIVE</u> | | | | |
|---------------------------------|------------------------------|--------------|------------------|------|-----|
| | <u>December 10, 2004</u> | | | | |
| | Base Rate | Vac/ Hol. | H & W Benefit | RRSP | ETF |
| Equipment Operator Heavy "A" | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Equipment Operator Heavy "B" | 26.00 | 2.60 | 1.15 | 1.10 | .13 |
| Equipment Operator | 24.00 | 2.40 | 1.15 | 1.10 | .13 |
| Equipment Operator Lite | 23.00 | 2.30 | 1.15 | 1.10 | .13 |
| Boilermaker | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Iron Worker (Structural) | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Iron Worker (Reinforcing) | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Millwright | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Steamfitter | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Plumber | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Welder "B" Pressure | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Electrician | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Instrumentation Mechanic | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Certified Rigger | 25.00 | 2.50 | 1.15 | 1.10 | .13 |
| Journeyman Carpenter | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Uncertified Carpenter | 25.00 | 2.50 | 1.15 | 1.10 | .13 |
| Mechanical (Heavy Duty) | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Cement Finisher | 27.00 | 2.70 | 1.15 | 1.10 | .13 |
| Formsetter | 25.00 | 2.50 | 1.15 | 1.10 | .13 |

| | | | | | |
|--------------------|-------|------|------|------|-----|
| Mechanic | 26.00 | 2.60 | 1.15 | 1.10 | .13 |
| Scaffolder | 26.00 | 2.60 | 1.15 | 1.10 | .13 |
| Insulator | 26.00 | 2.60 | 1.15 | 1.10 | .13 |
| Sheet Metal | 26.00 | 2.60 | 1.15 | 1.10 | .13 |
| Journeyman Welder | 26.00 | 2.60 | 1.15 | 1.10 | .13 |
| Labour Skilled | 21.16 | 2.11 | 1.15 | 1.10 | .13 |
| Labour Semiskilled | 17.75 | 1.77 | 1.15 | 1.10 | .13 |
| Labour Unskilled | 15.00 | 1.50 | 1.15 | 1.10 | .13 |

Effective October 1, 2005 and effective October 1, 2006, all base wage rates in the Schedules to this Agreement shall increase by two and one half percent (2.5%), or the 12-month average percentage change in the published Consumer Price Index (CPI) or British Columbia (all items, 1992=100), whichever is greater.

APPRENTICES

| | |
|----------------------|------------------------|
| 1 st year | 60% of Journeyman rate |
| 2 nd year | 70% of Journeyman rate |
| 3 rd year | 80% of Journeyman rate |
| 4 th year | 90% of Journeyman rate |

SUBSISTENCE

\$55.00 per day or Employer shall pay room and board

PREMIUMS

| | |
|-------------------|---------------------------|
| Lead hand premium | \$1.00 added to wage rate |
| Foreman premium | \$2.00 added to wage rate |
| Shift premium | \$2.00 added to wage rate |
| Steward premium | \$0.50 added to wage rate |

FIRST AID

| | |
|----------|------------------------------------|
| C Ticket | \$0.50 per hour added to wage rate |
| B Ticket | \$0.75 per hour added to wage rate |
| A Ticket | \$1.00 per hour added to wage rate |

* **Definition of Industrial Construction**

Industrial Construction shall be defined to include as examples manufacturing; production plants such as pulp mills, chemical plants, refineries--including the transmission facilities, meter pumping, compressor stations, munitions plants, mines, power generating plants, bulk loading terminals, dams, and breweries, etc. and including sewage and water treatment plants.

SCHEDULE “D”
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: 100% 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
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter
- optical insurance for employee and family;
 - under 21: \$200 per year
 - over 21: \$200 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. (2/14/119).
- 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. (120/6)

SCHEDULE "E"

HOURS OF WORK, OVERTIME, TRAVEL & SUBSISTENCE

1. Hours of work

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

2. Overtime

Employees will be paid overtime at the rate of one and one-half (1½) 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, and two (2) times the rate for all hours in excess of eleven (11) per day or forty-eight (48) per week excluding daily overtime.

When a statutory holiday occurs during the week, overtime shall be paid for all hours in excess of thirty-two (32) hours per week.

The Employer may by mutual agreement agree to a compressed work week on a project by project basis whereby the employees will work four (4) ten (10) hour days for a total of forty (40) per week. In such cases overtime of one and one-half (1½) times the regular rate will be paid after ten (10) hours of work per day or forty (40) per week.

3. Remote Site: Hours of Work, Travel, Subsistence

a) A remote site shall be defined as a site which is located one hundred twenty (120) kilometers away from a city or town which has a population greater than five thousand (5,000) persons.

b) Because of the remoteness of the site and the usual lack of trades persons, and provided the employees agree by a majority, an alternative work schedule may be adopted by the Employer.

- c) All employees who are required to travel more than sixty (60) kilometres to the site shall earn a rate of fifteen (15) minutes for each twenty (20) kilometres travelled both to and from the site for each shift. If the Employer provides no transportation, the employee shall be reimbursed at the rate of twenty-seven cents (\$0.27) per kilometre from the employee's home to the jobsite.

- d) All employees who are required to travel more than sixty (60) kilometres to the jobsite shall be provided with board and room or reimbursed at the rate of fifty-five dollars (\$55.00) per day for each day on site.

LETTER OF AGREEMENT NO. 1

BETWEEN

JASPER LABOUR SERVICES 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”)

To Provide Jasper Labour Services Ltd. Employees Total Benefit Coverage

The parties to this Letter of Agreement agree as follows:

1. If a Jasper employee is transferred from Saskatchewan or Alberta to a British Columbia project with the understanding that it is only for that project, he will remain on the Jasper Benefit Program.
2. If the employee transferred as in #1 above wishes to stay in British Columbia (not be moved back to Saskatchewan or Alberta after the project or projects are complete) and is not working with Jasper, he may purchase his pre-qualifying hours for the CLAC Benefit Plan based on \$1.00/hour deduction until fully paid.
3. All B.C. Jasper employees who are members of the CLAC Plan will automatically become members of the Jasper Plan if they are requested or sent to a Jasper project in Alberta or Saskatchewan.

4. If a Jasper employee who currently is a member of the Jasper Plan decides to move to B.C. and work for Jasper (not sent by Jasper), he can become a member of the CLAC Benefit Plan if at least one (1) month's premium is paid up front, i.e., \$120.00. The Union needs to be notified in writing of this transfer from the Jasper Plan to the CLAC Plan.

Dated at Vancouver, B.C. this _____ day of _____, 2005.

SIGNED on behalf of
**JASPER LABOUR
SERVICES LTD.**

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

Authorized Representatives

Authorized Representatives