

COLLECTIVE AGREEMENT

BETWEEN LEDCOR CMI LTD.

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

June 1, 2004 to May 31, 2008

INDEX

<u>Topic</u>	<u>Article</u>
Arbitration	25
Check-off	8
Duration	27
Discharge, Suspension and Warning	26
Dispute Resolution	24
Education, Training, and Publication	19
Employment Policy and Union Membership	7
Grievance Procedure	23
Health and Safety Committee	16
Health and Welfare Plan	17 & Sched. "B"
Holidays & Holiday Pay	13
Hours of Work & Overtime	10
Lay-Offs	11
Leaves of Absence and Bereavement Pay	22
Management's Rights	4
No Strikes or Lockouts	5
Protective Equipment	21
Purpose	1
Recognition	2
Representation	5
Retirement Funds	18
Scope	3
Tools	20
Transportation, Travel, and Lodging	14
Union-Management Committee	15
Union Representation	4
Vacation & Vacation Pay	12
Wages and Rates of Pay	9 & Sched."A"

COLLECTIVE AGREEMENT

BETWEEN

LEDCOR CMI 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")

June 1, 2004 to May 31, 2008

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) recognise 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 promotion, transfer, layoff and recall of employees;
- (d) establish a just and prompt procedure for the disposition of grievances;

- (e) 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.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognises the Union as the sole bargaining agent of all field employees in British Columbia as Certified by the Labour Relations Board of BC, and in the Yukon Territory, save and except non-working supervisory personnel, office and sales staff.
- 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 in writing of the parties. Should classifications and rates other than set out in Schedules "A" be required, the Employer and the Union shall meet and agree as to applicable rate(s).
- 2.03 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 - SCOPE

- 3.01 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.

3.02 The parties agree that

- Part 3, Wages, Special Clothing, & Records;
- Part 4, Hours of Work and Overtime;
- Part 5, Statutory Holidays;
- Part 7, Annual Vacation; and
- Part 8, Termination of Employment

of the *Employment Standards Act* form part of this collective agreement, except those provisions specifically modified by this collective agreement.

3.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognised by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.

ARTICLE 4 - MANAGEMENT'S RIGHTS

4.01 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; 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.

- 4.02 The sole and exclusive jurisdiction over operations, buildings, machinery, and equipment shall be vested in the Employer.

ARTICLE 5 – REPRESENTATION

- 5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 5.02 CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 5.03 The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.
- 5.04 Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks.

The Employer will pay stewards at their regular hourly rate for time spent attending such duties during their working hours, further, Stewards shall receive a premium of fifty cents (\$0.50) per hour for all hours worked.

- 5.05 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.
- 5.06 The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the appropriate rate.
- 5.07 The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.
- 5.08 CLAC representatives shall have the right to visit at the location where employees are working. Such visits shall not unduly disrupt the flow of work.
- 5.09 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative shall be entitled to attend such meetings.
- 5.10 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 6 - NO STRIKES OR LOCKOUTS

- 6.01 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.
- 6.02 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.

ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 7.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed.
- 7.02 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.
- 7.03 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.

- 7.04 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.
- 7.05 A Steward shall be given ten (10) minutes off work to greet new employees on their first shift, and to discuss Union membership them.
- 7.05 It shall be the policy of the Employer to promote from within wherever possible at the Employer's discretion.
- 7.06 New employees will be hired on a ninety- (90) 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.
- 7.07 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 8 – CHECK-OFF

- 8.01 (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.

8.02 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. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.

ARTICLE 9 – WAGES AND RATES OF PAY

9.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule “A”. It is understood and agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement if there is a possible dispute.

9.02 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.

9.03 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 accommodation allowance if and when applicable. It is the responsibility of the employee to provide a means by which the Employer can contact him. If an attempt is made by the Employer to contact an employee by way of the contact information provided, in an effort to inform the employee of a lack of work, and the Employer is unable to do so, the employee will not be entitled to show up time.

9.04 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'. The employee shall also receive his full accom-modation allowance if and when applicable.

9.05 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.

9.06 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.

9.07 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 10 - HOURS OF WORK & OVERTIME

10.01 The overtime rates to be paid are as outlined in Schedule "A" or other applicable classifications and wage schedules.

10.02 When a statutory holiday occurs during the employees' regular workweek, employees shall receive overtime pay as outlined in Schedule "A" or other applicable classifications and wage schedules.

10.03 When a scheduled break occurs it will include a Sunday.

- 10.04 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.
- 10.05 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.
- 10.06 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 9.03 and 9.04.
- 10.07 There will be two (2) coffee breaks of ten (10) minutes' duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift. Employees will be given a meal period of one half (½) 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.
- 10.08 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.
- 10.09 Sunday shall be deemed the first day of the week.

ARTICLE 11 – LAY-OFFS

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

ARTICLE 12 - VACATION & VACATION PAY

- 12.01 Employees shall be entitled to an amount equal to five per cent (5%) of the total wages of the employee as Vacation Pay.
- 12.02 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.
- 12.03 The Employer will grant vacations at the times requested considering business requirements.

ARTICLE 13 - HOLIDAYS & HOLIDAY PAY

- 13.01 Employees shall be entitled to receive an amount equal to five percent (5%) of their total earnings in lieu of the following holidays:
- | | |
|------------------|-----------------|
| New Year's Day | Good Friday |
| Victoria Day | Canada Day |
| BC Day | Labour Day, |
| Thanksgiving Day | Remembrance Day |
| Christmas Day. | Boxing Day |
- 13.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times their regular wages for all hours worked.

ARTICLE 14 - TRANSPORTATION, TRAVEL, AND LODGING

- 14.01 It is recognised by the Employer and the Union that the purpose of transportation, travel, and accommodation 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.

14.02 For the purposes of this Agreement, the Employer's base of operations is defined as the Greater Vancouver Regional District or the jobsite.

14.03 There shall be a free travel and accommodation zone established at seventy-five (75) kilometres by shortest public road from the job site for each project.

14.04 A. Travel Allowance

Employees assigned to work on a project outside the Employer's base free zone as defined in Article 14.03, and who reside outside the job site free zone established in Article 14.03, shall be paid a travel and/or accommodation allowance according to the following:

- (a) 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;
- (b) 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;
- (c) travel allowances will not be used in calculating overtime;
- (d) 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 14.04 and 14.05.

D. Daily Travel

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

- (a) Daily travel time shall be paid by the Employer for all time in excess of one-half ($\frac{1}{2}$) hour, each way from the field office or other agreed upon marshalling point to the job site, at the employee's straight time hourly rate of pay. The first one-half ($\frac{1}{2}$) hour to, and from, the job site shall not be paid time.
- (b) The daily travel allowance will be subject to agreement between the Employer and the Union for each project.

E. Accommodation Allowance

- (a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay a daily accommodation allowance (as set out in Schedule "A"), or alternately the Employer, at his discretion, will provide at the Employer's expense, room and board accommodation for the employees. Accommodation allowance per day may change subject to agreement by the Employer and Union.

Accommodation 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.

- (b) Accommodation allowance in accordance with Schedule "A" will be paid subject to the following conditions:
- (i) to be eligible for accommodation allowance an employee's permanent residence must be seventy-five (75) kilometres or more by shortest public road from the job site;
 - (ii) accommodation allowance begins when an employee reports for his first scheduled shift;
 - (iii) accommodation allowance will be paid for all work days and all show up days outlined in Article 8.03, including scheduled off days if employees remain at the site at the request of the Employer;
 - (iv) the project must be outside the free travel zones established in Article 14.03;
 - (iv) the Employer does not provide accommodation facilities.

F. Turnarounds

During the course of a project the work schedule will be as established by the Employer in an effort to provide employees with a reasonable amount of 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.

- 14.05 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 15 – UNION-MANAGEMENT COMMITTEE

15.01 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and co-operation believing that the following concepts provide a fundamental framework for improved labour-management relations:

- (a) the industrial enterprise is an economically characterised 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 co-operation but stimulates it, recognising that while leadership without labour can do nothing, labour without management cannot survive.

15.02 (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.
- 15.03 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 twenty dollars (\$20.00) to a committee member for each meeting attended.
- 15.04 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.
- 15.05 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 16 - HEALTH AND SAFETY COMMITTEE

- 16.01 (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.

- 16.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- 16.03 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.
- 16.04 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 will provide transportation to an available facility near the employee's home at no cost to the employee.
- 16.05 All safety matters shall be handled in accordance with the established Workers Compensation procedures and the Employer's Safety Manual.
- 16.06 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.

- 16.07 Safety Award
(a) Group - If at the completion of the project, or at other specified times agreed to by the Union and the Employer, no lost time accident involving the Employer's workforce has occurred on the project, all employees will receive a Safety Award, as defined in Schedule "A", for all hours worked on the project payable forty-five (45) days following the

completion of the project, or other specified times agreed to by the Union and 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 employees should he have no lost time accidents or medical aids while employed on the project. This Award will be paid for all hours worked on the project payable forty-five (45) days following the completion of the project, or other specified times agreed to by the Union and 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 17 - HEALTH AND WELFARE PROGRAM

17.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and twenty five cents (\$1.25) per hour for all hours worked by all employees to the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline on the Plan is listed in Schedule “B”.

17.02 (a) Employees are eligible to receive coverage on the first of the month following three hundred 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 18 - RETIREMENT FUNDS

- 18.01 (a) The Employer agrees to contribute five percent (5%) of the base hourly rate for each hour worked for each employee to the RRSP administered by the CLAC Health and Welfare Trust Fund.
- (b) Contributions to the employees' RRSP, administered by the Trust Fund, shall be made in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RRSP.

ARTICLE 19 - EDUCATION, TRAINING & PUBLICATION

- 19.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.5%) of gross wages to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.
- 19.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

ARTICLE 20 - TOOLS

- 20.01 All tradesmen shall supply their own tools common to their trade. The Employer shall provide speciality tools.

20.02 The Employer shall hold the employees responsible for all tools issued to them. The Employer shall provide adequate security for all tool storage on the site.

20.03 The list of tools to be supplied by tradesmen will be established in consultation with the Union. Tools to be supplied by mechanics are as per Schedule "C".

ARTICLE 21 - PROTECTIVE EQUIPMENT

21.01 All employees shall wear safety hats to be made available by the Employer.

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

21.03 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 22 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

22.01 The Employer shall grant leaves of absence without pay for the following reasons:

- (a) marriage of the employee;
- (b) sickness of the employee's immediate family;
- (c) death in the employee's immediate family;
- (d) Union activity other than directly relating to the Employer.

- 22.02 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.
- 22.03 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, child, brother, sister, or parent.
- 22.04 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 The parties to this Agreement recognise the stewards and the CLAC Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.
- 23.02 "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.

- 23.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days".
- 23.04 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.
- 23.05 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 23.04 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) work days of the decision under Step 1, or within five (5) work days 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) workdays of the delivery of the decision in Step 2 to the Steward or CLAC Representative but not thereafter.

23.06 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 griever. A meeting between the Employer and the Union shall be held within five (5) work days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 23.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) work days 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) work days 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 paragraph 23.06 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 23.04 and 23.05 hereof shall not thereby be bypassed.

ARTICLE 24 - DISPUTE RESOLUTION

24.01 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 Section 103 of the *Labour Relations Code*.

24.02 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 25 - ARBITRATION

- 25.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 25.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within five (5) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 25.03 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.
- 25.04 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.
- 25.05 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.
- 25.06 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.

- 25.07 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 23, 24 and 25 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 25.08 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.
- 25.09 Where the 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 Arbitrator may substitute a penalty which is, in the opinion of the Arbitrator, just and equitable.
- 25.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 25.11 The parties will equally bear the expense of the Arbitrator.
- 25.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 26 - DISCHARGE, SUSPENSION, AND WARNING

- 26.01 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, reporting for work while under the influence of such substances or the possession of such substances while on the job site; the refusal by the employee to submit to a drug test when asked to do so on reasonable grounds; 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.

- 26.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be given by the foreman/supervisor in writing. The foreman/supervisor shall give a copy of the warning to the Union Steward within twenty-four (24) hours.

ARTICLE 27 – DURATION

27.01 This Agreement shall be effective on the first (1st) day of June two thousand four (2004) and shall remain in effect until the thirty-first (31st) day of May two thousand eight (2008) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred and 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.

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

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

SIGNED on behalf of
LEDCOR CMI LTD.

SIGNED on behalf of
**CONSTRUCTION AND ALLIED
WORKERS’ UNION, LOCAL NO. 68**
Affiliated with the Christian Labour
Association of Canada

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

SCHEDULE 'A'

Classifications and Hourly Rates - Civil /Mine Construction Division Effective June 1, 2004

Classification	Base	Vac/ & Hol	Health & Wel- fare	RSP 5%	Group Safety	Ind. Safety	Total	ETF
Heavy Duty Mechanic (certified)	25.50	2.55	1.25	1.28	0.25	0.25	31.08	0.5%
Operators:								
Dozer	24.00	2.40	1.25	1.20	0.25	0.25	29.35	0.5%
Finish Grader	24.50	2.45	1.25	1.23	0.25	0.25	29.93	0.5%
Loader	24.50	2.45	1.25	1.23	0.25	0.25	29.93	0.5%
Backhoe/ Excavator	24.50	2.45	1.25	1.23	0.25	0.25	29.93	0.5%
Scraper	24.00	2.40	1.25	1.20	0.25	0.25	29.35	0.5%
Driller	24.50	2.45	1.25	1.23	0.25	0.25	29.93	0.5%
Powderman	24.50	2.45	1.25	1.23	0.25	0.25	29.93	0.5%
Rock Truck	23.50	2.35	1.25	1.18	0.25	0.25	28.78	0.5%
Grader (Dirt Operation)	23.50	2.35	1.25	1.18	0.25	0.25	28.78	0.5%
Serviceman	23.00	2.30	1.25	1.15	0.25	0.25	28.20	0.5%
Surveyor	23.50	2.35	1.25	1.18	0.25	0.25	28.78	0.5%
Truck Driver – Highway	21.50	2.15	1.25	1.08	0.25	0.25	26.48	0.5%
Stakeman	21.50	2.15	1.25	1.08	0.25	0.25	26.48	0.5%
Packer Operator	20.50	2.05	1.25	1.03	0.25	0.25	25.33	0.5%
Driller's Helper	20.75	2.08	1.25	1.04	0.25	0.25	25.62	0.5%
Powder Helper	20.75	2.08	1.25	1.04	0.25	0.25	25.62	0.5%
Surveyor's Helper	18.50	1.85	1.25	0.93	0.25	0.25	23.03	0.5%
Skilled Labourer (minimum 2 years experience)	18.50	1.85	1.25	0.93	0.25	0.25	23.03	0.5%
Unskilled Labourer	16.50	1.65	1.25	0.83	0.25	0.25	20.73	0.5%
Flag Person	15.00	1.50	1.25	0.75	0.25	0.25	19.00	0.5%

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

Schedule "A" – Classifications & Hourly Rates

Page 2

1. These wage rates and remittances in Schedule “A” shall be reviewed twenty-three (23) months from the effective of this collective agreement and on each subsequent anniversary. In the event that there is no agreement, the parties shall, pursuant to Article 24, refer the matter to conclusive settlement, without work stoppage.
2. Working foremen shall receive not less than one dollar (\$1.00) per hour in addition to their journeyman classification rate.
3. Trainees may be paid two dollars (\$2.00) per hour less than the applicable rate for three (3) months, at which time the parties agree to a joint review. This may also apply to employees wishing to train for a classification not worked before.
4. Forestry work may be paid at a rate of two dollars (\$2.00) an hour less, subject to consultation and agreement of the parties.
5. Uncertified mechanics may be paid up to one dollar and fifty cents (\$1.50) per hour less than the certified journeyman rate.
6. 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.
7. 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.

Schedule "A" - Classifications & Rates of Pay

Page 3

8. 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.

9. Overtime

Employees will be paid overtime at the rate of one and one-half (1½) times the employees' straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Employees shall be paid two (2) times the rate for all hours over twelve (12) daily or forty-eight (48) weekly, excluding daily, overtime hours.

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

SCHEDULE “B”

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 per person under 19, lifetime;

Prescription drug plan for employee and family at 80% up to \$2,000 per person and 100% thereafter;

Optical insurance for employee and family:

under 21: \$200.00 per year;

over 21: \$200.00 every two years;

Extended health coverage for employee and family; coverages include, but are not limited to, traveler’s insurance, physiotherapist, massage therapist, acupuncturist, podiatrist, chiropracist, naturopath, chiropractor. Check Plan for specific coverage amounts and eligibility.

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 \$2,000.00 per month, per employee, payable after one hundred nineteen (119) days until age 65.

SCHEDULE 'C'

LIST OF PERSONAL TOOLS - MECHANIC

Item #	Description	Journey-man	Apprentice
1	Socket Set - 3/8" Drive, 1/4" to 3/4"	X	X
2	Socket Set - 1/2" Drive, 1/2" to 2"	X	X
3	Socket Set - 3/4" Drive, 3/4" to 2 1/2"	X	
4	3/8" Air gun	X	X
5	1/2" Air gun	X	X
6	3/4" Air gun	X	
7	Open End & Box End Wrenches - 1/4" to 2"	X	X
8	Crescent Wrenches - 8", 10" & 12"	X	X
9	Cold Chisel Set	X	X
10	Pliers - Various Sizes	X	X
11	Pry Bars - Various Sizes	X	X
12	Vise Grips	X	X
13	Screwdrivers - Various Sizes	X	X
14	Hammers - Various Sizes	X	X
15	Calipers	X	
16	Center Punch Set	X	X
17	Scrapers - Various Sizes	X	X
18	Complete Set Feeler Gauges	X	
19	Allen Wrenches to 3/4"	X	
20	Lockable Tool Box	X	X

SCHEDULE “D”

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.

Benefit Plan F.A.Q.'s

1. Where is the CLAC office located?
See back cover.
2. Is there a website?
Yes, at www.clac.ca
3. How do I enroll in the Benefit Plan?
Fill out the application form (part of the new employee package you received when you began your employment), and submit it to your local union office or directly to CLAC Benefit Office, 15505 Yellowhead Trail N.W., Edmonton, AB T5V 1E5
4. When do I become eligible?
The beginning of the month following 350 hours worked with a participating employer.
5. How do I make a claim?
Fill out the right form. Send it with accompanying receipts to the CLAC Benefit Office, 15505 Yellowhead Trail NW, Edmonton, Alberta T5V 1E5
6. Where do I obtain claim forms?
Claim forms for dental, extended health (drugs, eye glasses, etc.) are available from your local CLAC office or can be downloaded from the CLAC website: www.clac.ca click on benefits, click on Western Benefits, click on forms. For Weekly Indemnity or Long Term Disability claims, call or e-mail the Benefit Office or your local union office.
7. Can I send my claim directly to Sun Life?
No. It must go through CLAC's Benefit Office.

8. Are there time limits on applications for benefits?
Yes.
- ***For dental, extended health (drugs, glasses, etc.) time limits are as shown on the claim form (currently 180 days after the end of the year in which the expense was incurred)***
 - ***For Weekly Indemnity – 30 days***
 - ***For Long Term Disability – 60 days***
9. Can I contact Sun Life directly?
Only after a claim is in process can you call for an update directly to Sun Life at 1.800.661.7334, instead of phoning the CLAC Benefit Office.
10. Is there an E.A.P. (Employee Assistance Program) in the Benefit Plan?
Yes, call 1.800.661.8193.
11. What is covered in the E.A.P.?
Counseling services for issues like marital, financial, substance, and stress problems.
12. What claim form do I use for E.A.P. expenses?
The extended health (drug plan) form.
13. What would cause delays in processing my claim?
- a. application form -- not signed, and/or
-- not dated, and/or
-- no beneficiary noted***
 - b. claim form incomplete or missing receipts***
 - c. claim form sent to wrong place, i.e. insurance company instead of CLAC office***
- (It is never inefficient mail service, inefficient staff, hopeless employers, incompetent dental office employees, or weather.)***

RRSP Questions

1. Where do my RRSP monies end up?
At Group Retirement Services.
2. How can I contact them?
You can contact them by phone at 1.800.724.3402 or via their website at www.grsaccess.com
3. How is my account established?
Your account is opened once the CLAC Benefit Office has received your personal information (name and social insurance number) and your employer has submitted the first monies on your behalf.
4. When is my account registered?
Your account is registered once Group Retirement Services receives your completed application form (included in your new employee package). Registration of the account enables Group Retirement Services to issue a receipt for income tax purposes at the end of the year.