

**COLLECTIVE AGREEMENT**

**BETWEEN**

**OLD HAT CONSTRUCTION LTD.**

**AND**

**CONSTRUCTION AND ALLIED WORKERS'  
UNION, LOCAL #68**

**Affiliated with the  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

**February 14, 2005 - December 31, 2010**

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# **COLLECTIVE AGREEMENT**

**BETWEEN**

**OLD HAT CONSTRUCTION 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;
  - 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.

- 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 The parties agree that
- Part 3, Wages, Special Clothing, & Records
  - Part 4, Hours of Work and Overtime
  - Part 5, Statutory Holidays
  - Part 7, Annual Vacations, and
  - Part 8, Termination of Employment
- of the *Employment Standards Act* form part of this collective agreement except those provisions specifically modified by this agreement.
- 1.04 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 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" be required, the Employer and the Union shall meet and agree as to applicable rates.
- 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. Similarly, should the conditions of the noted minimum wage adjustments necessitate reconsideration, (up to and including a delay in the implementation of the changes) the parties may, by agreement in writing, amend the conditions of the review.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01 The Employer's rights, subject to this Agreement, include but are not limited to the following:
- a) the right to maintain order, discipline, and efficiency; to make, alter, and enforce rules and regulations, policies, and practices to be adhered to by its employees; to discipline and discharge employees for just cause;
  - b) the right to select, hire, and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to select and retain employees for positions excluded from the bargaining unit;

- c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities; 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 will be limited to one (1) Steward per shift. 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 Union has the right to appoint a Negotiating Committee. Employees to a maximum of one (1) on the committee shall be paid by the Employer to a maximum of eight (8) 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 CESSATION OF WORK**

- 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 full consideration 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 year of previous employment shall not serve a new probationary period.

## **ARTICLE 7 – CHECK-OFF & REMITTANCES**

7.01 a) The Employer agrees to check-off from each employee the amount equal to union dues, which is one and four tenths of one percent (1.4%) of gross pay, once monthly, and where applicable, union initiation fees. The total amount checked off will be remitted to the Union Treasurer each month, by the thirty-first (31st) of the month following the check-off, together with an itemized list for whom the deductions are made and the amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.

b) Unless agreed differently, the remittances required as a result of the operation of Articles 16, 17, and 18 will be made together with the dues remittance as noted in Article 7.01(a) above.

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.

7.03 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 employees shall be provided to the Union once monthly.

## **ARTICLE 8 - WAGES AND RATES OF PAY**

- 8.01 a) Wage Schedules and other provisions applicable to various job classifications and work descriptions for the Lower Mainland 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.
- b) Wage schedules for other areas of British Columbia or the Yukon Territory will be discussed and agreed, or referred to dispute resolution, prior to the commencement of any such work. However, it will remain the Employer's option to apply the Lower Mainland Schedule "A" to work in other parts of B.C. or Yukon Territory without further consultation with the Union.
- 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. It is the responsibility of the employee to provide a telephone number where he can be contacted.
- 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 Payday shall be twice (2x) monthly or bi-weekly, as may fit the Employer's normal business, with a maximum one (1) week holdback. If payday is a statutory holiday then pay will be issued the day before the regular payday.
- 8.07 Pay slips shall show all regular hours, overtime hours, and all deductions, including RRSP, Union dues, and initiation fees.

## **ARTICLE 9 - HOURS OF WORK & OVERTIME**

- 9.01 The normal workweek shall be as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 9.02 The overtime rates to be paid are as outlined in Schedule "A" 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 "A" 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 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) unpaid 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 and before any overtime work if more than one (1) hour. 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 two (2) hours of overtime worked in a given day. The provisions of this clause may be altered in accordance with the attached Letter of Understanding I.
- 9.09 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.10 Sunday shall be deemed the first day of the week.

## **ARTICLE 10 – LAYOFFS**

- 10.01 The Employer agrees to notify the Union office of the name of each employee laid off within the pay period of the date during

which the layoff occurred, together with the employee's classification and latest available phone number.

- 10.02 Employees recognize the conditional nature of employment in the construction industry and that they are employed on a project by project basis. Should a temporary or permanent layoff be required due to a shortage of work, the delay of, or the cancellation of a project, workers are subject to layoff with one (1) day of notice or pay in lieu of notice. The employer will provide as much notice as practical in the exercise of this provision and give laid off workers first consideration upon re-mobilization.

### **ARTICLE 11 - VACATION & VACATION PAY**

- 11.01 Employees shall be entitled to an amount equal to four per cent (4%) of the total wages of the employee. Where the employee has completed five (5) continuous years of employment, an employee shall be entitled to an additional two per cent (2%) of the total wages of the employee.
- 11.02 Vacation Pay and Statutory Holiday Pay (Article 12) shall be paid to employees on each pay cheque.
- 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 four percent (4%) of their total wages 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 An Employee required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times his regular wages for all hours worked.

### **ARTICLE 13 – TRAVEL AND LODGING ALLOWANCE**

13.01 Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer shall pay a lodging allowance which will be appropriate to the project and be calculated so as to cover the cost of reasonable lodging, or alternatively, provide, at his own expense, suitable accommodation for the employees. Allowances will not be paid for any day on which an employee lays off work of his own accord for reasons other than sickness or accident. When an employee is absent for the reasons noted above, he shall furnish the Foreman on the job with satisfactory evidence of illness and/or accident or he shall forfeit the allowances. In order to be eligible for lodging, the jobsite must be further than seventy-five (75) kilometres outside of the Greater Vancouver Regional District and further than seventy-five (75) kilometres from the employees' permanent residence.

13.02 The Employer will provide transportation from the employee's point of hire in British Columbia to the project at the commencement of employment and return to the same point upon layoff at no cost to employees. If an employee quits within his probationary period, he shall not receive the benefits provided herein. There shall be a free travel zone of seventy-five (75) kilometres by shortest public road from a job site.

13.03 Lodging and travel allowances, where applicable, shall be negotiated on a project-by-project basis. If the parties are unable to agree, the matter shall be settled by binding arbitration.

**ARTICLE 14 - UNION-MANAGEMENT COMMITTEE**

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

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of 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.
- 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**

- 15.01 a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment;
- b) the Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership;
  - c) it is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question;

- d) the Employer shall schedule regular safety meetings at least once per month for all employees on the site, during the work shift.
- 15.02 a) The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- b) Employees shall have the right to refuse to work, as per WCB rules, on or with unsafe equipment, tools, or working conditions.
- 15.03 An employee who is injured on the job during working hours 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 hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.
- 15.05 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.

15.07 The Employer shall continue the Safety Award Program currently in effect.

## **ARTICLE 16 - HEALTH AND WELFARE PLAN**

- 16.01 a) In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay one dollar and ten cents (\$1.10) per hour (as per Schedule "A" or other appropriate Schedule) for all hours worked by all employees to the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust fund. An outline of the Plan is listed in Schedule "B".
- b) On each anniversary date of this Agreement, the Union may present the requirements of funding, as directed by the Trustees of the CLAC Health & Welfare Trust Fund, to the Employer. Where such requirements do not exceed two percent (2%) per year cumulatively, the Employer will comply and increase its remittances accordingly. The Employer is saved harmless from Plan cost increases in excess of fourteen percent (14%) over the seven- (7) year term of the Agreement.
- c) The Employer also agrees to remit sixty cents (\$0.60) per hour (as per Schedule "A" or other appropriate Schedule") for all hours worked by all employees to the regional office of the Christian Labour Association of Canada for the purpose of purchasing BC Medical Services Plan coverage for all employees. There will be no change in the remittance rate during this Agreement's term unless there is a change in premium, or premium structure. Premium changes will be

applied in accordance with current premium assignment practices by the Union.

- 16.02 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage as outlined in Schedule “B” 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.
- 16.03 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 plans, which is a condition of coverage.

## **ARTICLE 17 - PENSION PLAN**

- 17.01 a) The Employer agrees to contribute, as per Schedule “A” or other appropriate Schedule, for each hour worked for each employee to the RRSP administered by the CLAC Health and Welfare Trust Fund, subject to an equal or greater contribution by the employee. Refusal by an employee to authorize a payroll deduction will relieve the Employer of its obligation to remit its share.
- b) Contributions to the employee’s RRSP Plan, administered by the CLAC Health and Welfare Trust Fund, shall be made monthly in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RRSP.
- 17.02 The Employer agrees to co-operate in allowing additional employee authorized payroll deductions towards the RRSP and is

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

### **ARTICLE 18 - EDUCATION AND TRAINING FUND**

18.01 The Employer agrees to contribute ten cents (\$0.10) per hour to the Union Education and Training Fund for all hours worked by all employees.

18.02 Monies from the Union's Education and Training Fund will be made available for training and skill upgrades for the employees. The Union and the Employer will work together to determine training requirements and to arrange for, or deliver, that training.

### **ARTICLE 19 - TOOLS**

19.01 All tradesmen shall supply their own tools common to their trade. Specialty tools shall be provided by the Employer.

### **ARTICLE 20 - WORKING CONDITIONS**

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

20.02 The Employer will furnish specialty safety equipment (including safety glasses) if and when required. However, the Employer will furnish personal fall-arrest and fall-restraint equipment to concrete placing personnel only. All personnel will be afforded an opportunity to purchase fall-arrest/fall restraint equipment through the company for themselves on a payroll check-off plan. Employee-purchased fall arrest/fall restraint equipment will be the responsibility of the employee. Employer-supplied equipment shall remain the property of the Employer. Any Employer-owned 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. In all cases it is the responsibility of each employee to ensure they are performing their work with the appropriate safety equipment, correctly applied, in accordance with employer and WCB safety requirements.

- 20.03 The Employer shall provide an adequate dry, heated lunch room with sufficient space for all to be seated during breaks where and when practical.
- 20.04 Clean-up facilities will be provided on each site with hand cleaner, paper towels, etc.
- 20.05 The Employer shall provide a telephone available to employees for incoming and out going emergency calls at each site.

**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 employee's immediate family;
  - d) Union activity other than directly relating to the Employer;
  - e) military leave.
- 21.02 Leaves of absence under Article 21.01 shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.

- 21.03 An employee will be granted a one (1) day 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 grievers 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 An employee shall make a reasonable effort to settle disputes with the 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) work days 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) work days 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 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 22.05 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 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 - ARBITRATION**

### 23.01 Notification

Either of the parties may notify the other party of its desire to submit a grievance to Arbitration in a manner as set out below.

### 23.02 Single Arbitrator Selection

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

### 23.03 Failure to Agree

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

23.04 Arbitrator

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

23.05 Powers of the Arbitrator

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

23.06 Decision Final and Binding

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

23.07 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision which he/she shall make every effort to do within five (5) working days.

23.08 Costs

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

23.09 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) Factors to be considered by the Arbitrator shall include cost of living increases and the competitive position of the Employer in the industry.
- c) The issue to be addressed by the Arbitrator is wages. Issues not within an Arbitrator's purview for review include benefits, RRSP, ETF costs, or other contract language issues.

## **ARTICLE 24 – DISCHARGE, SUSPENSION, AND WARNING**

24.01 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 as represented by the Employer's site supervisor. Such suspension or discharge is subject to the grievance procedure.

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

**ARTICLE 25 - DURATION**

25.01 This Agreement shall be effective on the fourteenth (14<sup>th</sup>) day of February, two thousand five (2005) and shall remain in effect until the thirty-first (31st) day of December, two thousand ten (2010), and for further periods of one (1) year unless notice shall be given by either party of the desire to cancel, 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 either of the parties give such notice, this Agreement shall continue until the parties renew, revise or reach a new Agreement

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

**DATED** at Vancouver, B.C., this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

**SIGNED** on behalf of  
**OLD HAT CONSTRUCTION LTD.**

**SIGNED** on behalf of  
**CONSTRUCTION AND  
ALLIED WORKERS' UNION,  
LOCAL 68**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

**Schedule “A” – Classifications and Rates of Pay**  
**Wage Rates Effective Feb 14, 2005 – December 31, 2005**

<b>Classifications</b>	<b>Base Rate</b>	<b>Vacation/ Statutory Holidays</b>	<b>BC Med Health &amp; Welfare</b>	<b>RRSP</b>	<b>Education &amp; Training Fund</b>	<b>TOTAL</b>
Carpenter/Cement Finisher Journeyman Class 1	25.10	2.01	1.70	0.63	0.10	29.54
Journeyman Class 2	23.85	1.91	1.70	0.60	0.10	28.16
Uncertified Journeyman Apprentice 4 <sup>th</sup> Year	22.59	1.81	1.70	0.56	0.10	26.76
Key Hand / Layout	26.36	2.11	1.70	0.66	0.10	30.93
Vibrator / Labourer	22.09	1.77	1.70	0.55	0.10	26.21
Patch & Rub	20.08	1.61	1.70	0.50	0.10	23.99
Labourer (Skilled) Apprentice 3 <sup>rd</sup> Year	20.08	1.61	1.70	0.50	0.10	23.99
Labourer (Semi-skilled) Apprentice 2 <sup>nd</sup> Year	17.57	1.41	1.70	0.44	0.10	21.22
Carpenter Helper	17.57	1.41	1.70	0.44	0.10	21.22
Labourer (Unskilled) Apprentice 1 <sup>st</sup> Year	15.06	1.20	1.70	0.38	0.10	18.44
Flagger	15.06	1.20	1.70	0.38	0.10	18.44
Clean-Up	12.55	1.00	1.70	0.31	0.10	15.66
Operator (Light Equipment)	20.08	1.61	1.70	0.50	0.10	23.99
Operator (Overhead Crane)	27.18	2.17	1.70	0.68	0.10	31.83
Working CSO*	23.42	1.87	1.70	0.59	0.10	27.68
Expediter 1	21.34	1.71	1.70	0.53	0.10	25.38
Expediter 2	18.83	1.51	1.70	0.47	0.10	22.61

## **GENERAL**

1. Employees currently at wage rates at variance with those set out in Schedule "A" will not have their rates reduced as a result of this Schedule.
2. First Aid/CSO Premium - \$0.75 per hour to the designated First Aid/CSO person.

It is understood that these premiums do not pyramid (i.e., an employee designated as a First Aid Attendant and CSO shall receive the single premium). The premium will apply to the minimum required number of personnel on a project-by-project basis at the discretion of the Employer. The working CSO rate is a minimum rate and is inclusive of the premium. Where the working CSO rate exceeds an employee's base rate plus the First Aid/CSO premium, the working CSO rate shall apply. In all other cases, the premium shall apply to an employee's base rate.

3. Working Foreman Premium - \$1.00 per hour (minimum)
4. 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.
5. 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.
6. 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.

7. Hours of work  
The normal workweek shall consist of forty (40) hours per week.
8. Overtime
  - a) 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. Overtime will be paid at the rate of two (2) times the rate for all hours over twelve (12) per day.
  - b) When a statutory holiday occurs during the week, overtime shall be paid for all hours in excess of thirty-two (32) hours per week.
  - c) Should there be more than four (4) hours overtime in a single workday, the Employer shall pay for a hot meal (maximum ten dollars [\$10.00]), and provide a fifteen- (15) minute paid eating break.
9. Use of personal vehicles for work related pickups or deliveries or for travelling between job sites on a day shall be reimbursed at thirty cents (\$0.30) per kilometre for all kilometres driven. Such must be noted on the superintendent's daily time sheet.
10. Employees with two (2) or more years of service to the Employer or membership in the Union may apply to take a work related upgrading course. Such requests must be made in writing to the Employer. Prior to enrolment, the parties will consult on such requests. Upon approval, the employee will be reimbursed for tuition and course costs by the Union's Education and Training Fund upon successful completion of the course, up to a maximum of five hundred (\$500.00) dollars
11. The parties encourage training and apprenticeship, and agree to cooperate to advance same. Either party may indenture apprentices.

Wage rates of existing employees will not be reduced as a result of enrolment in an apprenticeship.

12. Wage rates in this Agreement will be reviewed on or before
  - January 1, 2006
  - January 1, 2008
  - January 1, 2010

Failure to conclude an agreement upon a review will be resolved in accordance with Article 23.



## LETTER OF UNDERSTANDING I

**BETWEEN:**

**OLD HAT CONSTRUCTION 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")

**Re: Collapsing of Breaks**

The Employer may institute a two-break-a-day system. The time provided in two (2) breaks will not be less than the total time (10 minutes + 10 minutes + 30 minutes = 50 minutes) allowed under Article 9.08 of this Agreement.

DATED at Vancouver, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**SIGNED on behalf of  
OLD HAT CONSTRUCTION LTD.**

**SIGNED on behalf of  
CONSTRUCTION AND  
ALLIED WORKERS' UNION,  
LOCAL 68**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

**LETTER OF UNDERSTANDING II**

**BETWEEN:**

**OLD HAT CONSTRUCTION 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”)

**Re:           New Employees**

It is agreed that all newly hired employees in skilled classifications may be paid at a rate one (1) classification below the alleged skill level for their probation period. Such employees will be notified of their rate of pay before commencing work.

DATED at Vancouver, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**SIGNED on behalf of  
OLD HAT CONSTRUCTION LTD.**

**SIGNED on behalf of  
CONSTRUCTION AND  
ALLIED WORKERS’ UNION,  
LOCAL 68**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

## **LETTER OF UNDERSTANDING III**

**BETWEEN:**

**OLD HAT CONSTRUCTION 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”)

**Re:            Retention Incentive**

The Employer will pay to each employee a bonus equal to one dollar (\$1.00) per hour worked, subject to the following:

1. The bonus is to be paid out twice yearly, at approximately six (6) month intervals, or upon project completion or layoff. Where an employee is employed on a project that is within two (2) months of completion, payout shall not exceed eight (8) months since the last pay. The Employer will implement a payment arrangement subject to the above and to its payroll department’s requirements.
2. This bonus will be paid to employees by issuance of a separate check (not as part of a regular pay check).
3. Employees who quit or are terminated for cause (not reversed through the grievance procedure), forfeit their bonus.

4. All projects and all classifications are included in this Letter.
5. Further new projects will be at the discretion of the Employer regarding their inclusion or exclusion in the “Retention Incentive” program. The Union will be notified of projects included. These matters may be discussed at Wage Review sessions but will be beyond the jurisdiction of any arbitrator to determine.

DATED at Vancouver, B.C. this \_\_\_\_ day of \_\_\_\_\_, 2005.

**SIGNED on behalf of  
OLD HAT CONSTRUCTION LTD.**

**SIGNED on behalf of  
CONSTRUCTION AND  
ALLIED WORKERS’ UNION,  
LOCAL 68**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

## 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](http://www.clac.ca)*
3. How do I enrol 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.) can be downloaded from the CLAC website: [www.clac.ca](http://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.?  
***Counselling services for issues such as marital, financial, substance use/abuse, and stress problems.***
12. 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.)***

## **B.C. Medical Question**

1. Who do I call about my B.C. Medical coverage?  
*Call your local CLAC office at 604.583.5575 / 1.800.331.2522 and ask for Maria.*

## **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](http://www.grsaccess.com).*
3. How is my account established?  
*Your account is opened once the CLAC Benefit Office has received your personal information (name, address, 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.*