

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CORRCOAT SERVICES INC.**

**AND:**

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

**May 1, 2006 – April 30, 2008**

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# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CORRCOAT SERVICES INC.**

(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 set forth herein;
- c) establish an equitable system for the promotion, transfer, layoff, and recall of employee;
- d) establish a just and prompt procedure for the disposition of grievances; and,

- e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

## **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.
- 2.02 This Agreement covers all employees of the Employer in B.C., except office and supervisory staff.
- 2.03 The Employer agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 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 mutual written agreement between the parties.
- 2.05 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 written agreement, add, amend, or delete any terms or conditions of the Agreement for the duration of the job or project.
- 2.06 The Union acknowledges that it is the function of the Employer to:

- a) manage the enterprise, including the scheduling of work, and the control of materials and equipment;
- b) maintain order, discipline, and efficiency;
- c) hire, direct, transfer, promote, layoff, discipline, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 22.

### **ARTICLE 3 – SCOPE**

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 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 Agreement.
- 3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

- 3.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.
- 3.05 The Employer agrees that work normally performed by members of the bargaining unit shall not to be contracted out.

#### **ARTICLE 4 – REPRESENTATION**

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 4.02 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.
- 4.03 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.
- 4.04 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.

- 4.05 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.
- 4.06 The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.
- 4.07 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.
- 4.08 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.

## **ARTICLE 5 – WORK STOPPAGES**

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

## **ARTICLE 6 – CHECK OFF**

- 6.01 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 Constitution.

6.02 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.

## **ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

7.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to union members for employment, provided that, in the Employer's opinion, such applicants are qualified to meet the requirements of the job.

7.02 The Employer has the right to hire new employees as needed, provided that no new employee will be hired while there are part-time employees or employees on lay-off available who are qualified to do the work.

7.03 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations. The name, social insurance number, address, phone number, date of hire and classification of each new employee shall be provided to the Union once monthly.



- 7.04 a) New employees will be hired on a three- (3) month probationary period and thereafter shall attain regular employment status. Their seniority shall be retroactive to their first (1<sup>st</sup>) day of work.
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer.
- 7.05 Employees on probation are covered by this Agreement except those provisions that specifically exclude probationary employees.
- 7.06 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.
- 7.07 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. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the collective agreement, whether or not they join the union.
- 7.08 A Steward shall be given ten (10) minutes off work to greet new employees on their first shift, and to discuss union membership with them.

## **ARTICLE 8 - WAGE RATES OF PAY**

- 8.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A". 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.
- 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 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 lodging allowance if and when applicable.
- 8.04 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 lodging allowance if and when applicable.
- 8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

- 8.06 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.
- 8.07 If the Employer bids on jobs which specify a specific rate schedule, the parties agree to meet to determine the rate to be paid for the particular project.

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

- 9.01 The normal workweek shall consist of five (5) eight- (8) hour days, Monday to Friday inclusive. Alternatively, the Employer may schedule a workweek consisting of four (4) ten- (10) hour days when the need arises.
- 9.02 Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Overtime will be paid at the rate of two (2) times the rate for all hours over ten (10) per day during or after eight (8) hours on a Saturday.
- 9.03 For every statutory holiday which occurs during the week, overtime thresholds referred to in 9.02 shall be reduced by eight (8) hours.
- 9.04 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.
- 9.06 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects.

- 9.07 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 8.03 and 8.04.
- 9.08 There will be one (1) coffee break of fifteen (15) minutes' duration during the first half of the shift. Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked. Employees shall be entitled to an additional coffee break for every four (4) hours' overtime worked in a given day.
- 9.09 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.10 Sunday shall be deemed the first day of the week.

## **ARTICLE 10 – LAY-OFFS**

- 10.01 In case of lay-offs, the Employer will be guided by the following considerations:
- a) length of employment of the employee;
  - b) ability of the employees to perform the available work.  
Ability to perform available work being relatively equal, the rule shall prevail that the employee having been employed the longest shall be laid off last, and recalled first.
- 10.02 The Employer shall give three (3) days' notice of layoff when possible.

- 10.03 The Employer shall not be required to give three (3) days' notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 10.04 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 10.05 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 10.06 The Employer agrees to notify the Stewards and Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employees' classifications and latest available phone numbers.

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

- 11.01 Employees shall be entitled to an amount equal to six per cent (6%) of the total wages of the employee.
- 11.02 Employees shall have their vacation pay and statutory holiday pay paid out each pay period.
- 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%) percent of total earnings in lieu of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

12.02 Employees 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 and a day in lieu of.

### **ARTICLE 13 - TRANSPORTATION, TRAVEL, AND LODGING**

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

13.02 For the purposes of this Agreement, the Employer's base of operations is Surrey and the jobsite.

13.03 There shall be a free travel and lodging zone established for the Employer's base of operation at seventy-five (75) kilometres by shortest public road.

13.04 Travel Allowance

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

- a) Travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer;

- b) 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;
- c) 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 three (3) months shall not be entitled to travel allowance;
- d) travel allowances will not be used in calculating overtime;
- e) 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.

#### 13.05 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.

#### 13.06 Transfers

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

#### 13.07 Daily Travel

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

- a) when an employee is required to travel daily to a project that is more than seventy-five (75) kilometres by shortest public road from his permanent residence or temporary residence when receiving subsistence allowance;

- b) where the Employer does not provide transportation;
- c) where the project is outside the free travel zone established in Article 13.03;
- d) the daily travel allowance will be subject to agreement between Employer and the Union for each project.

### 13.08 Lodging 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 daily lodging allowance as negotiated on a project-by-project basis between the Employer and the Union. Consideration will be given to the area and seasonal cost with room costs based on two (2) employees per room. The minimum daily lodging allowance shall be eighty dollars (\$80.00). Alternately, the Employer, at his discretion, will provide at the Employer's expense room and board accommodation for the employees.

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) Lodging allowance will be paid subject to the following conditions:
  - i) to be eligible for lodging, an employee's permanent residence must be seventy-five (75) kilometres or more by shortest public road from the job site;
  - ii) lodging allowance begins when an employee reports for his first scheduled shift;
  - iii) lodging allowance will be paid for all days;
  - iv) the project must be outside the free travel zones established in Article 13.03.



13.09 Turnarounds

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

13.10 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel, and lodging. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union.

**ARTICLE 14 – UNION-MANAGEMENT COMMITTEE**

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

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive;

- 14.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:
- i) discipline and discharge policies;
  - ii) training and promotion;
  - iii) safety measures;
  - iv) matters that affect the working conditions of the employees;
- b) the Employer and the Union shall each appoint representatives to the Union-Management Committee. The Minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office.
- 14.03 A committee member attending the Union-Management meetings during regular working hours shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty dollars (\$20.00) to a committee member for each meeting attended.
- 14.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 14.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

## **ARTICLE 15 - HEALTH AND SAFETY COMMITTEE**

- 15.01 a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment.
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership;
- c) It is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- 15.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- 15.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of his/her shift.
- 15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer.
- 15.05 All safety matters shall be handled in accordance with the established Workers Compensation procedures and the Employer's Safety Manual.
- 15.06 Light Duty Work Programs  
If an employee is injured on the job and requires medical attention the employee is entitled to Light Duty Work and he shall inform the attending physician of the same.

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

**ARTICLE 16 - HEALTH AND WELFARE AND MEDICAL SERVICES PLAN OF B.C.**

- 16.01 On behalf of each employee, the Employer agrees to pay one hundred percent (100%) of the premium cost of the Benefit Plan administered through the Employer.
- 16.02 Upon completion of one (1) year of service, the Employer agrees to pay one hundred percent (100%) of the premium cost of the Medical Services Plan of B.C. for each employee.

**ARTICLE 17 - PENSION PLAN**

- 17.01 On completion of two (2) years of service, the Employer agrees to contribute five percent (5%) of gross wages towards each employee's account in a Retirement Savings Plan (RSP) administered by Sunlife.
- 17.02 All employees currently receiving a higher contribution towards their RSP shall continue to receive the higher rate.

**ARTICLE 18 - EDUCATION AND TRAINING FUND**

- 18.01 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.
- 18.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

## **ARTICLE 19 - TOOLS**

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

## **ARTICLE 20 - PROTECTIVE EQUIPMENT**

- 20.01 The Employer will furnish employees with safety equipment such as safety glasses, gloves, and steel-toed gumboots 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.
- 20.02 Employees shall wear and provide at their own cost, safety shoes where required.

## **ARTICLE 21 - LEAVES OF ABSENCE & BEREAVEMENT PAY**

- 21.01 The Employer shall grant leaves of absence without pay for the following reasons:
- a) marriage of the employee;
  - b) sickness of the employee or in the employee's immediate family;
  - c) death in the immediate family;
  - d) Union activity other than directly relating to the Employer.

- 21.02 Leaves of absence under Article 21.01 shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.
- 21.03 An employee will be granted 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.
- 21.05 The Employer shall compensate all employees for the difference between their regular wages and payment received while performing jury duty or while serving as a subpoenaed witness in a court of law except if the employee is the Defendant.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

- 22.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.
- 22.02 **INFORMAL PROCEDURE**-As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 22.03 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 22.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition

more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

22.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. Either party may submit a Policy Grievance directly to Arbitration under Article 23, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

22.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.

22.07 Step 1

A grievance shall be submitted to the Employer in writing within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the griever and the Union Representative within seven (7) days of the day on which the grievance is submitted.

22.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within

seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

## **ARTICLE 23 – ARBITRATION**

- 23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 23.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 23.03 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.
- 23.04 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.
- 23.05 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.
- 23.06 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 an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

- 23.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.08 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.
- 23.09 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, in the opinion of the Arbitrator, is just and equitable.
- 23.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.11 The parties will equally bear the expense of the Arbitrator.
- 23.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

**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. 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 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 first (1st) day of May, two thousand six (2006) and shall remain in effect until the thirtieth (30th) day of April, two thousand eight (2008), and for further periods of one year unless written notice shall be given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within the period of four (4) months 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) and (3) of the *Labour Relations Code*.

**DATED** at \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Signed on behalf of  
**CORRCOAT SERVICES  
INC.**

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

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

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

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

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

## SCHEDULE "A"

### Classifications/Hourly Rates and Conditions

	Effective	
	<u>May 1/06</u>	<u>May 1/07</u>
Journeyman - Lead Hand	\$26.50	\$27.00
Journeyman - Ticketed	\$25.50	\$26.00
Journeyman - Non-ticketed	\$22.50	\$23.00
Apprentice 4	\$20.50	\$21.00
Apprentice 3	\$18.50	\$19.00
Apprentice 2	\$16.50	\$17.00
Apprentice 1	\$15.50	\$16.00
Labourer 4	\$22.50	\$23.00
Labourer 3	\$18.50	\$19.00
Labourer 2	\$15.50	\$16.00
Labourer 1	\$13.50	\$14.00

Afternoon Shift Premium: \$1.00 per hour

## **SCHEDULE “B”**

### **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.