

COLLECTIVE AGREEMENT

BETWEEN

MATCON CIVIL CONSTRUCTORS INC.

AND

**CONSTRUCTION & ALLIED WORKERS'
UNION, LOCAL NO. 68
affiliated with the
Christian Labour Association of Canada**

April 1, 2007 – March 31, 2010

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COLLECTIVE AGREEMENT

Between **MATCON CIVIL CONSTRUCTORS INC.**
(hereinafter referred to as "the Employer")

And **CONSTRUCTION & ALLIED WORKERS'
UNION, LOCAL NO. 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 employees;
 - d) establish a just and prompt procedure for the disposition of grievances and generally, through the full and fair administration of all 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 wellbeing.

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 British Columbia except supervisory, office, and sales staff.
- 2.03 It is agreed by the parties that 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 agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that duly appointed Representatives of the Christian Labour Association of Canada 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.
- 2.05 The Union acknowledges that it is the function of the Employer to operate its business by, but not limited to, the following actions:
- a) to manage the enterprise, including the scheduling of work and the control of materials;
 - b) to maintain order, discipline and efficiency;
 - c) to hire, direct, transfer, promote, layoff, suspend, 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 17.

2.06 The Employer agrees that job classifications covered by this Agreement, and the work performed by the employees in those job classifications, cannot be reduced in number or eliminated by the contracting out of such work, except as specifically provided in this Agreement.

2.07 The Employer may contract out work where:

- a) he does not have the necessary facilities, equipment, or ability (expertise) e.g. gravel hauling;
- b) he does not have or cannot acquire the required manpower;
- c) there is a joint bid on a project which requires that the work be shared with the other party to the bid;
- d) he cannot compete in terms of cost or where such work is inaccessible to members of the union, conditional upon the Union's review and approval.

ARTICLE 3 - SCOPE

3.01 Should any provision of the Collective Agreement be rendered null and void or material 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 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in cases of emergency, or for training, instructional or evaluation purposes.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
 - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement, and enforcing

the employees' collective bargaining rights and any other rights under this Agreement and under the law.

- 4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 4.03 Stewards or Union Representatives will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards or Union Representatives at their regular hourly rate while attending to such matters as well as for time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employee(s) concerned. The maximum time to be paid for negotiations shall be a total of sixteen (16) hours' pay.
- 4.04 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. A CLAC Representative may attend such meetings.
- 4.05 There shall be no Union activity on Employer's time, or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 4.06 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.

ARTICLE 5 - WORK STOPPAGES

- 5.01 In accordance with the *BC 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.
- 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 or deliberately send men home when this is not warranted by the workload.

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 will give preference in hiring to members of the union, provided such applicants are qualified to meet the requirements of the work to be done.
- 6.02 Prior to initiating any hiring in the classifications covered by this Agreement, or in new classifications being created in the bargaining unit, the Employer will first contact the Union's office to inform the Union of the vacancies and to ascertain if the union has members out of work who are qualified to fill such vacancies.

- 6.03 The Employer has the right to hire new employees as needed, provided that no new employees are hired while there are available employees on layoff who are qualified to do the work.
- 6.04 a) New employees will be hired on a sixty (60) day worked trial period, and thereafter shall attain regular employment status.
- b) The Employer shall notify the Union in writing of the names, addresses, and classifications of any new employees at the time such employees commence employment.
- 6.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. The Employer may terminate the employment of a probationary employee provided that such termination is not arbitrary, discriminatory, or in bad faith, and provided that the employee has been properly notified of reasonable standards that (s)he is expected to meet.
- 6.06 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.
- 6.07 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.
- 6.08 S 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 7 - CHECK OFF

- 7.01 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.
- 7.02 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 and itemized list of the employees for whom the deductions are made and the monthly amount checked off for each.

ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

- 8.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 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 negotiation between the Employer and the Union. If no agreement is reached, either party may resort to the Grievance Procedure.
- 8.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay except when the work is suspended because of

inclement weather or other reasons completely beyond the control of the Employer. If employees decline alternate employment, they shall have the option to go home and claim the two (2) hours' reporting pay or pay for actual time worked, whichever is greater.

- 8.04 The Employer may assign employees to any work regardless of the employee's classification. The classifications are meant to describe the general level of skill and capability rather than limit the jurisdiction that can be performed by the employee.
- 8.05 The Employer shall provide descriptions of each employee classification which shall clarify the basis on which an employee is assigned to a classification. The Employer will take input from the Union in formulating the descriptions. The Employer will review each employee's classification on an annual basis, meet with each employee and explain that employee's classification placement.
- 8.06 If the Employer bids on a job, the specifications of which call for the employment of some local labour or the paying of prevailing rates of pay, or both, representatives of the owner of the project, of the Employer, and of the Union shall meet to make a decision in regard to the employment of such labour, or in regard to the rates to be paid, or both.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The normal workweek shall consist of five (5) eight (8) hour working days, Monday to Friday inclusive. The normal workweek and days off may be varied on specific projects by agreement of the parties.

- 9.02 Work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. Work performed in excess of eleven (11) hours per day shall be paid at the rate of two (2) times the regular rate of pay.
- 9.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
- 9.04 There shall be two (2) rest periods (or coffee breaks), with pay, of fifteen (15) minutes' duration each, daily, at the workstation if possible. If a lunch break is taken, it shall be unpaid.
- 9.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.
- 9.06 If an employee should be "called out" on weekends, he shall be paid a minimum of four (4) hours times the appropriate overtime rate for each call out.
- 9.07 Shift work shall be defined as eight (8) hours' work starting after 10:00 p.m.
- 9.08 Shift work shall be paid a premium of one (1) hour's pay at the regular straight time rate, in addition to hours worked.

ARTICLE 10 - VACATION AND GENERAL HOLIDAYS PAY

- 10.01 All employees shall receive ten percent (10%) of their gross earnings as payment for both general holidays and vacations.

- 10.02 The Employer will endeavour to grant vacations at the time requested, in the vacation season or period, considering business requirements. As a guideline, employees with the greatest length of service will have first choice of the time to be granted off. Vacation weeks shall be taken consecutively unless the employee and the Employer agree to other arrangements.
- 10.03 Vacation pay and Statutory Holiday pay shall be paid on each pay cheque.
- 10.04 Length of service shall be calculated, as per Article 11.02(b), from the beginning of employment with Matcon Civil Constructors Inc. or any prior or associated firm.
- 10.05 The Employer agrees to recognize as days not worked, the following thirteen (13) holidays:
- | | |
|----------------------|---------------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Commonwealth Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | Two (2) floating holidays |
- Any additional statutory holidays declared by either the federal or provincial government shall be covered by the provisions of this Article.
- 10.06 If an employee is required to work on one of the above-named holidays, he shall be paid at the rate of two (2) times the regular rate of pay.
- 10.07 If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, his following regularly scheduled workday shall be his statutory holiday, unless an

alternate day is mutually agreed on between the Employer and the employee.

10.08 In the event that a statutory holiday falls on a Tuesday, Wednesday, or Thursday, it may be rescheduled by agreement of the parties.

ARTICLE 11 - LAYOFF AND RECALL

11.01 New employees shall complete a sixty (60) days worked trial period for the Employer to judge the ability of the new employee.

11.02 a) Skill and ability will be the primary consideration and factor in the layoff and recall of employees.

b) Length of service shall be interrupted only if:

i) laid off for more than six (6) consecutive months, or

ii) quit, or

iii) fired; or

iv) a leave of absence beyond one (1) year.

c) A reduction of work shall be termed a layoff if it is longer than two(2) weeks;

d) Length of service relates specifically to vacation time and RSP entitlement.

11.03 When the Employer deems it necessary to reduce the work force, he shall inform the Union of the need for layoffs. Probationary employees shall be laid off before regular employees are laid off.

11.04 If a customer name requests a particular employee for a certain job, then that employee shall be assigned such work regardless of time of service.

- 11.05 Whenever possible, employees shall receive one (1) week's notice of layoff.
- 11.06 Whenever possible, any employee who voluntarily quits the employ of the Employer shall give one (1) week's notice to the Employer to enable the Employer to hire an adequate replacement.
- 11.07 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.
- 11.08 Any employee laid off and recalled for work must return after being recalled, or make definite arrangements with the Employer to return. Employees shall inform the Employer if they should leave on vacation or be unavailable for recall during layoff.

**ARTICLE 12 - TRANSPORTATION, TRAVEL TIME AND
OUT-OF-TOWN JOBS**

- 12.01 From Horseshoe Bay to Popkum Road shall be considered lower mainland work and will be at no additional cost. Work outside these areas will be negotiated on a per job basis at bidding time.
- 12.02 Travel expense to and from out-of-town projects shall be paid by the Employer at twenty-five cents (\$0.25) per kilometre or for the cost of public transportation, at the employee's option.
- 12.03 The Employer may, in consultation with the employees, choose one or a combination of the following room and board arrangements on out-of-town work:
- a) a camp with adequate washing facilities, single sleeping accommodation, and dining room;

- b) hotel or motel accommodation based on double occupancy with meals provided, at no cost to the employee;
- c) the employee provides his own meals and accommodation for which the Employer pays a minimum daily allowance of one hundred dollars (\$100.00);
- d) the Employer provides accommodation only, based on double occupancy, and pays the employee a daily meal allowance of thirty dollars (\$30.00).

Day rates in (b) and (c) above will be paid to employees on out-of-town projects while they remain on the site, including weekends.

Where unusual circumstances exist, or on short term jobs, which affect either the availability and cost of room and board or the allowance for travel, the parties shall review the above provisions with a view to working out acceptable alternatives.

- 12.04 All isolated jobs which are more than a six- (6) hour drive from the centre of operations, that is, Langley, shall have a turn-around provision where employees will be granted a turn-around every six (6) weeks for a minimum of one (1) week. The Employer shall pay air or appropriate fare from work to home and from home to work for each turn-around. It is agreed that such payment shall be made upon the employee returning to work.
- 12.05 The Employer agrees to reasonably compensate employees where daily parking charges are in effect and employees are required to pay said charges.

**ARTICLE 13 - HEALTH & WELFARE PROGRAM, &
RETIREMENT SAVINGS PLAN**

- 13.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and fifteen cents (\$1.15) 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 of the Plan is listed in Schedule "B". In addition, the Employer will remit sixty cents (\$0.60) per hour for all hours worked by all employees to the Union for the purpose of purchasing B.C. Medical Plan coverage for eligible employees.
- 12.02 a) Employees are eligible to receive coverage on the first of the month following the completion of three hundred fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment forms for the benefit plan and BC Medical, 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.
- 13.03 Retirement Benefits
- a) Effective April 1, 2007, the Employer agrees to contribute one dollar (\$1.00) per hour for each hour worked by each employee to the group RSP administered by the CLAC Health and Welfare Trust Fund.

- b) In addition to the foregoing, after each employee has completed four thousand five hundred (4,500) hours of employment, the Employer shall match the employee's contribution to a maximum of two dollars and fifty cents (\$2.50) per hour for all hours worked, into said plan for each employee. For purposes of such contributions, service shall be deemed continuous unless an employee's service is interrupted for a period greater than six (6) months.
- c) Contributions to the employees' RSP, 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 group RSP.

ARTICLE 14 - EDUCATION AND TRAINING FUND

14.01 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.

ARTICLE 15 - UNION-MANAGEMENT RELATIONS

15.01 The parties to this Agreement pledge to work toward 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 toward 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.

- 15.02 a) In order to further the aims of the enterprise, the parties agree to schedule a Union-Management meeting 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) hiring policies;
 - ii) discipline and discharge policies;
 - iii) training and promotion;
 - iv) safety measures;
 - v) matters that affect the working conditions of the employees.
- b) The Employer and the Union shall each appoint up to three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and copy shall be mailed to the Union's provincial office.

- 15.03 A committee member, attending Union-Management meetings during regular working hours, shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a

flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.

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 abridged, delegated, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 a) The Employer shall grant leaves of absence, without pay, for the following reasons for a maximum period of two (2) months:

- i) sickness in the employee's immediate family;
- ii) death in the employee's immediate family.

Immediate family is defined as parents, grandparents, sisters, brothers, sons-in-law, daughters-in-law, mother-in-law, father-in-law, spouse, and children.

b) Requests for leaves of absence for educational purposes shall be at the Employer's discretion. In the event of a dispute, the request for leave shall be reviewed and decided by the Union-Management Committee.

16.02 The above shall not preclude extensions for education or personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

16.03 In the event of death in an employee's immediate family (parent, sister, brother, spouse, child, step child, step parent, mother-in-law, or father-in-law), the employees shall be entitled to be absent from work three (3) days, with pay, if these are working days.

ARTICLE 17 - GRIEVANCE PROCEDURE

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

17.02 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 seven (7) calendar 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.

17.03 A "Group Grievance" is defined as a single grievance signed by a Steward or 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.

17.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 18, by-passing Step 1 and Step 2. Such 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.

17.05 Step 1 An employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to his immediate supervisor in writing within seven (7) calendar days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2 If the grievance is not settled under Step 1, a Union Representative may, within seven (7) calendar days of the decision under Step 1, or within seven (7) calendar days of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

17.06 Due to the distances involved, the time limits beyond Step 1 shall remain flexible in order to deal fairly with the grievance.

ARTICLE 18 - ARBITRATION

18.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

18.02 The party requiring 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.

- 18.03 If a notice of desire to arbitrate is served, the two parties shall meet in an 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.
- 18.04 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 18.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, the two parties shall each then nominate an Arbitrator within seven (7) days of the failure to refer the matter to an agreed upon single Arbitrator and shall notify the other party of the name of the aforesaid nominee. The two Arbitrators so appointed shall attempt to select by agreement a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 18.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 18.07 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman of the Arbitration Board governs.
- 18.08 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 18.09 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence

arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 18.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

- 18.10 It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 17 and 18 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 18.11 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable, in the opinion of the single Arbitrator or Arbitration Board.
- 18.12 Where the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension the single Arbitrator or the Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable.
- 18.13 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

ARTICLE 19 - DISCHARGE, SUSPENSION, AND WARNING

- 19.01 If an employee's attitude or performance is not satisfactory and a warning of record is necessary, the Employer shall issue a written

warning, and a copy of the warning will be forwarded immediately to a Union Representative and a Union Steward.

- 19.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 20 - DURATION

- 20.01 This Agreement shall be effective the first (1st) day of April, two thousand seven (2007), and shall remain in effect until the thirtieth (31st) day of March, two thousand ten (2010), 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 four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.

20.02 The parties agree to exclude sections 50(2) and (3) of the *Labour Relations Code*.

DATED at Langley, British Columbia, this 2nd day of
August, 2007.

Signed on behalf of
**MATCON CIVIL
CONSTRUCTORS INC.**



Signed on behalf of
**CONSTRUCTION & ALLIED
WORKERS' UNION, LOCAL
NO. 68**, affiliated with the
**Christian Labour Association
of Canada**



SCHEDULE "A"

CLASSIFICATIONS AND HOURLY RATES

Effective April 1, 2007

	Base Rate April 1st, 2007	Vacation and Stat	Non Matched RSP	Additional Matched over 4500 hours	H&W	ETF	BC MED	TOTAL	Over 4500 Hours TOTAL
		10%	\$ 1.00	\$ 2.50	\$ 1.15	0.05%	\$ 0.60		
Senior Foreman	\$ 30.00	\$ 3.00	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.15	\$ 0.60	\$ 35.90	\$ 38.40
Junior Foreman	\$ 27.50	\$ 2.75	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 33.14	\$ 35.64
Senior Grademan	\$ 28.00	\$ 2.80	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 33.69	\$ 36.19
Junior Grademan	\$ 24.50	\$ 2.45	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 29.82	\$ 32.32
Senior Pipelayer	\$ 27.75	\$ 2.78	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 33.41	\$ 35.91
Junior Pipelayer	\$ 24.50	\$ 2.45	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 29.82	\$ 32.32
Manhole Finisher	\$ 27.50	\$ 2.75	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 33.14	\$ 35.64
Labourer	\$17.84 - \$22.30	As per rate	\$ 1.00	\$ 2.50	\$ 1.15	As per rate	\$ 0.60	Total of applicable rate	Total of applicable rate
Entry Labourer	\$ 12.84	\$ 1.28	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.06	\$ 0.60	\$ 16.94	\$ 19.44
Flag Person	\$ 17.00	\$ 1.70	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.09	\$ 0.60	\$ 21.54	\$ 24.04
Senior Operator	\$ 29.00	\$ 2.90	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.15	\$ 0.60	\$ 34.80	\$ 37.30
Junior Operator	\$ 23.75	\$ 2.38	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 28.99	\$ 31.49

CLASSIFICATIONS AND HOURLY RATES

Effective April 1, 2008

	Base Rate April 1st, 2008	Vacation and Stat	Non Matched RSP	Additional Matched over 4500 hours	H&W	ETF	BC MED	TOTAL	Over 4500 Hours TOTAL
		10%	\$ 1.00	\$ 2.50	\$ 1.15	0.05%	\$ 0.60		
Senior Foreman	\$ 31.50	\$ 3.15	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.15	\$ 0.60	\$ 37.55	\$ 40.05
Junior Foreman	\$ 29.00	\$ 2.90	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 34.79	\$ 37.29
Senior Graderman	\$ 29.50	\$ 2.95	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 35.34	\$ 37.84
Junior Graderman	\$ 25.65	\$ 2.57	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 31.09	\$ 33.59
Senior Pipelayer	\$ 29.25	\$ 2.93	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 35.06	\$ 37.56
Junior Pipelayer	\$ 25.65	\$ 2.57	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 31.09	\$ 33.59
Manhole Finisher	\$ 29.00	\$ 2.90	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 34.79	\$ 37.29
						As per rate		Total of applicable rate	Total of applicable rate
Labourer	\$18.72 - \$23.42	As per rate	\$ 1.00	\$ 2.50	\$ 1.15		\$ 0.60	\$ 17.64	\$ 20.14
Entry Labourer	\$ 13.48	\$ 1.35	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.06	\$ 0.60	\$ 17.64	\$ 20.14
Flag Person	\$ 18.50	\$ 1.85	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.09	\$ 0.60	\$ 23.19	\$ 25.69
Senior Operator	\$ 30.50	\$ 3.05	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.15	\$ 0.60	\$ 36.45	\$ 38.95
Junior Operator	\$ 25.00	\$ 2.50	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 30.37	\$ 32.87

CLASSIFICATIONS AND HOURLY RATES

Effective April 1, 2008

	Base Rate April 1st, 2009	Vacation and Stat	Non Matched RSP	Additional Matched over 4500 hours	H&W	ETF	BC MED	TOTAL	Over 4500 Hours TOTAL
		10%	\$ 1.00	\$ 2.50	\$ 1.15	0.05%	\$ 0.60		
Senior Foreman	\$ 33.00	\$ 3.30	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.15	\$ 0.60	\$ 39.20	\$ 41.70
Junior Foreman	\$ 30.50	\$ 3.05	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 36.44	\$ 38.94
Senior Gradenan	\$ 31.00	\$ 3.10	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 36.99	\$ 39.49
Junior Gradenan	\$ 26.85	\$ 2.69	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 32.41	\$ 34.91
Senior Pipelelayer	\$ 30.75	\$ 3.08	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 36.71	\$ 39.21
Junior Pipelelayer	\$ 26.85	\$ 2.69	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 32.41	\$ 34.91
Manhole Finisher	\$ 30.50	\$ 3.05	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.14	\$ 0.60	\$ 36.44	\$ 38.94
Labourer	\$19.65 - \$24.59	As Per Rate	\$ 1.00	\$ 2.50	\$ 1.15	As Per Rate	\$ 0.60	Total of applicable rate	Total of applicable rate
Entry Labourer	\$ 14.16	\$ 1.42	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.06	\$ 0.60	\$ 18.39	\$ 20.89
Flag Person	\$ 19.75	\$ 1.98	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.09	\$ 0.60	\$ 24.56	\$ 27.06
Senior Operator	\$ 32.00	\$ 3.20	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.15	\$ 0.60	\$ 38.10	\$ 40.60
Junior Operator	\$ 26.50	\$ 2.65	\$ 1.00	\$ 2.50	\$ 1.15	\$ 0.12	\$ 0.60	\$ 32.02	\$ 34.52

* The parties understand that Articles 9, 10, 11, 12, and 13 are not applicable to the noted classifications covering owner/operators.

First Aid Premium for Industrial III \$0.75 per hour

The Employer shall reimburse employees for all hours spent attending employment-related courses or seminars (i.e. First Aid) as requested by the Employer and pay course costs upon completion of such courses.

GENERAL

1. Where hazardous site material causes unusual deterioration to boots the Employer shall provide the employees with the required footwear.

2. Apprentices shall be paid according to the schedule below.
 Percentages of Journeyman rate paid by Employer for each six month period of apprenticeship:

Term	6-Month Period									
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
5-Year	50%	55%	60%	65%	70%	75%	80%	80%	90%	90%
4-Year	50%	55%	60%	65%	70%	75%	80%	90%		
3-Year	50%	55%	65%	70%	80%	90%				
2-Year	50%	60 [^]	75%	90%						

3. Operators and their employees must be in possession of a valid license, ticket or permit where such is required on the performance of their work.

4. It is understood and agreed that all employees are required to follow Workers' Compensation Board rules and regulations, including but not limited to, such items as wearing of personal safety gear (hard hats, steel toed boots, etc.), and the wearing of seat belts at all times

on all equipment provided with them. Failure to comply with these or any other Workers' Compensation Board safety rules may be grounds for discipline of the employee.

5. Upon completion of one thousand (1,000) hours, and annually thereafter, all employees shall be eligible for up to one hundred fifty dollars (\$150.00) as a safety gear allowance. The Employer shall reimburse employees within fourteen (14) days of the submission of the appropriate receipts.
6. Employees classified in the junior category may ask for a review of their rate and upon that review may receive a wage rate between the junior and senior category.

SCHEDULE "B"
INSURANCE PLAN COVERAGE – GOLD PLUS PLAN

(This Schedule does not form part of the collective agreement and is for information purposes only.)

- \$60,000.00 life insurance
- \$60,000.00 A.D. & D.
- Dental plan at the latest fee schedule available:
Basic services: 100% up to \$2,000.00 per person annually
Comprehensive: 50% up to \$2,000.00 per person annually
Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- Prescription drug plan (including drug card) for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter
- Optical insurance employee and family:
Under 21: \$300.00 per year
Over 21: \$300.00 every two years
- Extended health coverage for employee and family
- Semi-private hospital coverage with no deductible for employee and family
- Weekly indemnity insurance with 60% of maximum insurable earnings up to a maximum of \$465.00 per week, payable after the 1st day of accident or hospitalization and the 14th day of sickness, for a maximum of 119 days
- Long term disability insurance with 60% of earnings to a maximum of \$2,000.00 per month, payable after 120 days to age 65.

SCHEDULE “C”

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, 14920 118 Ave., Edmonton, AB T5V 1B8
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, 14920 118 Ave., 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 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?
Yes, BUT 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 Employee and Family Assistance Program (EFAP) in the Benefit Plan?
Yes, call 1.800.661.8193.
11. What is covered in the EFAP?
Counselling services for issues relating to marriage, relationships, family, finances, substance use/abuse, stress, depression, work/life balance, etc.
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***

RSP Questions

1. Where do my RSP 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.

B.C. Medical Question

Whom do I call about my B.C. Medical coverage?
Call your local CLAC office at 604.583.5575 or 1.800.331.2522.