

COLLECTIVE AGREEMENT

BETWEEN

ABB BER-MAC

Operating as a Division of ABB Inc.

AND

**CONSTRUCTION AND ALLIED WORKERS' UNION,
LOCAL 68 affiliated with the Christian Labour
Association of Canada (CLAC)**

February 1, 2008 to January 31, 2010

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COLLECTIVE AGREEMENT

BETWEEN:

ABB BER-MAC

Operating as a Division of ABB Inc.

(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”)

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 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.
- 1.04 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 a part of this Collective Agreement, except those provisions specifically modified by this Collective Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in British Columbia as classified in Schedule “A” attached hereto and made part hereof.
- 2.02 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and

provisions of this Agreement, except by the mutual agreement in writing of the parties. Should classifications and rates other than set out in Schedule "A" be required, the Employer and the Union shall meet and agree as to the applicable rate(s).

- 2.03 The Union and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may, by agreement in writing, add, amend, or delete any terms or conditions of the Agreement for the duration of the job or project.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Employer's rights 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 Employer may subcontract out work where:

- a) he does not possess the necessary facilities or equipment;
- b) he does not have and/or cannot acquire the required manpower;
- c) he cannot perform the work in a manner that is competitive in terms of cost, quality or within projected time limits.

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. Stewards will receive seventy-five cents (\$0.75) per hour in addition to their regular hourly rate. Projects involving fewer than fifty (50) employees may be limited to one (1) Steward. The Union will advise the Employer, in writing, of the names of Stewards;
- b) duly appointed Representatives of the Christian Labour Association of Canada are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement, and

enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union Stewards shall not act in the capacity of Representatives. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

- 4.02 The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.

- 4.03 Representatives of the Union will have access to visit job sites or fabricating shops during normal working hours subject to the following:

- a) the Union Representative shall identify himself to the job Supervisor upon arriving at the 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 two (2), on the Committee shall be paid by the Employer to a maximum of thirty-two (32) hours per contract agreement at their regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.

- 4.05 Union Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Subject to the operating requirements of the Employer, the Union may request that Union Stewards be retained on the job or project in the reduction of the work force. When so requested, the Employer may assign the Union Steward to a classification the Union Steward is, in the opinion of the Employer, qualified 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 on the Employer's premises during working hours except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 4.08 The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the use of the Union.

ARTICLE 5 – STRIKES OR LOCKOUTS

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

ARTICLE 6 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will give preference to union members for employment, provided such applicants are qualified, in the Employer's opinion, to meet the requirements of the job.

Prior to the start of a project requiring fifteen (15) or more employees, the parties will meet in a pre-job conference or teleconference to determine all site specific issues as per the Agreement.

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, the Employer shall refer any new employee 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 employee.

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 at the discretion of the Employer.

- 6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the employer within one (1) year of previous employment shall not serve a new probationary period.

ARTICLE 7 – CHECK-OFF

- 7.01 The Employer agrees to check off from each employee the amount equal to Union dues and where applicable an amount equal to Union dues arrears or Union initiation fees. The total amount checked off will be turned over to the Union Treasurer each month, by the 20th of the month following the check-off, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.
- 7.02 The Union will promptly notify the Employer in writing over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues and the Employer shall have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 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 new employees shall be provided to the Union once monthly. A list of employees, ranked according

to classification and showing the employee's rate of pay, shall be forwarded to the Union twice yearly.

ARTICLE 8 – WAGE RATES OF PAY

- 8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A". Employees may be paid above the indicated rates if their skill and/or versatility warrants. In such cases the rate indicated is the minimum rate.
- 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.
- 8.03 Show Up Time
An employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of two (2) hours' pay at his prevailing hourly rate. The employee shall also receive his full subsistence allowance if and when applicable.
- 8.04 Starting Work
An employee who starts work and is prevented from completing his normal work day shall receive a minimum of four (4) hours' pay at his prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case the minimum shall be two (2) hours' pay. The employee shall also receive his full subsistence allowance if and when applicable.
- 8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the

affected employees in another classification at the rate of pay of their usual specified classification provided the employees are qualified to do the required work.

- 8.06 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.
- 8.07 If the Employer bids on jobs which specify a specific rate schedule, the parties agree to meet to determine the rate to be paid for the particular project.
- 8.08 Scheduled on-call employees will receive an amount equal to one (1) hour's pay at the journeyman (straight time) base rate for all Saturdays, Sundays, and statutory holidays in which the employee is scheduled to be on-call but is not called out.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

- 9.01 The normal workweek will be forty (40) hours, consisting of five (5) eight (8) hour days.
- 9.02 Employees will be paid overtime at the rate of one and one half (1½) times the employees' straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Double time will apply after eleven (11) hours daily and forty-eight (48) hours weekly, not including daily overtime hours.
- 9.03 Employees working in the oil and gas well drilling and servicing industry in north eastern British Columbia may be governed by varied overtime provisions under the *Employment Standards Act*. Specifically, employees engaged in the construction of compressor stations for gathering and pumping (not processing or refining) shall be paid one and one-half (1½) times the

employees' straight time hourly rate for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Double time will apply after twelve (12) hours daily and eighty (80) hours weekly, not including daily overtime hours.

- 9.04 When a statutory holiday occurs during the employees' regular workweek, employees shall receive overtime pay for all hours in excess of thirty-two (32) hours worked.
- 9.05 When a scheduled break occurs, it will include a Sunday.
- 9.06 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.
- 9.07 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.
- 9.08 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.
- 9.09 There will be two (2) coffee breaks of fifteen (15) minutes' duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift. Employees will be given a meal period of one half (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.

9.10 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.

9.11 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 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 – VACATIONS AND VACATION PAY

11.01 All employees shall be entitled to receive an amount equal to six (6%) percent of their regular earnings in vacation pay. Regular earnings shall include all travel time.

11.02 Vacation Pay and statutory holiday pay 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 AND HOLIDAY PAY

12.01 Employees shall be entitled to receive an amount equal to four percent (4%) of their regular wages added to each pay cheque in lieu of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day

Canada Day
B.C. Day

Christmas Day
Boxing Day

Regular earnings shall include all travel time.

12.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times their regular wages for all hours worked.

ARTICLE 13 – TRANSPORTATION, TRAVEL AND LODGING

13.01 It is recognized by the parties that the purpose of travel and lodging allowances 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 purpose of this Agreement, the Employer's base of operations is defined as the jobsite or the Branch Office.

13.03 There is a free travel and lodging zone established around the Employer's base of operations at sixty (60) kilometres by shortest public road.

13.04 Travel Allowance

Employees assigned to work on a project outside the Employer's base free zone, as described 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 subsistence 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 Branch Office or from the employee's 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 an employee is laid off and recalled to the same project. Employees who quit the job within twenty-one (21) days shall not be entitled to travel allowance.
- d) Travel allowances will not be used in computing 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

- a) 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.
- b) On all projects, regardless of accessibility or isolation, where an employee's classification requires the use of his own vehicle in the performance of his duties, such employee will be paid at his regular rate of pay for actual (reasonable) time travelled from the point of hire to the project and return.

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 further than sixty (60) kilometres from his permanent residence, or one-half (1/2) hour from his temporary residence when receiving subsistence allowance;
- b) when the Employer does not provide transportation;
- c) the daily travel allowance for each project will be subject to agreement between the Employer and the Union.

13.08 Subsistence Allowance

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay a daily Subsistence Allowance as set out in Schedule "A" to cover room and board or alternately, the Employer, at his discretion, will provide at the Employer's expense, room and board accommodation for the employees. Subsistence Allowance per day may be changed subject to agreement by the Employer and Union, based on area and seasonal cost, with room costs based on two (2) employees per room.

Allowance will not be paid for any day on which an employee does not work of his own accord for reason other than illness or a job-related incident. When an employee is absent for the reasons noted above, he may be asked to furnish the Foreman or Supervisor with satisfactory evidence of illness or injury, or forfeit this allowance.

- b) Subsistence Allowance in accordance with Schedule “A” will be paid subject to the following conditions:
- i. Subsistence Allowance begins when an employee reports for his first scheduled shift;
 - ii. Subsistence Allowance will be paid for all days the employee is required to be on site and show up days outlined in Article 8.03;
 - iii. on projects for which a sleeping camp is supplied for employees’ use, those employees making use of the camp will receive reasonable partial Subsistence Allowance to be determined between the Employer and the Union.

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

13.10 Turnarounds

During the course of a project the work schedule may provide for turnaround periods to allow employees reasonable time off. This time and cost reimbursement will be subject to agreement between the Employer and Union.

ARTICLE 14 – UNION-MANAGEMENT COMMITTEE

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

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

- 14.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include, but not be limited to:
- i. discipline and discharge policies;
 - ii. training and promotion;
 - iii. safety measures;
 - iv. matters that affect the working conditions of the employees.
- b) the Employer and the Union shall each appoint representatives to the Union-Management Committee. The Minutes shall record the business of each meeting and a copy shall be mailed to the Union's provincial office.

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

ARTICLE 15 – HEALTH AND SAFETY COMMITTEE

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

- 15.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury, shall receive payment for the remainder of his/her shift.
- 15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require 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.

ARTICLE 16 – HEALTH AND WELFARE PLAN

- 16.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay one dollar and twenty cents (\$1.20) per hour for all hours worked for each employee towards an insurance plan administered by the CLAC Health and Welfare Trust Fund, which plan will provide the benefits as set out in the insurance policy, generally described in Schedule “B”.

16.02 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

ARTICLE 17 – RETIREMENT SAVINGS PLAN (RSP)

17.01 The Employer agrees to contribute five percent (5%) of the employee's regular hourly wage rate, for each hour worked toward each employee's participation in the RSP Plan administered by the CLAC Health and Welfare Trust fund. An account will be opened in the employee's name by the CLAC Health and Welfare Trust Fund as soon as possible following the receipt of one (1) month's contributions and will be deposited in the same manner subject only to the rules established by the Trust Fund's Board of Trustees. All monies deposited in the employee's account will remain the property of the employee subject only to the rules governing RSP and benefit plans.

17.02 The Employer's contributions to the Plan will be non-refundable, and when deposited will be vested in the employee on whose behalf the deposit was made, in accordance with the terms of the RSP.

17.03 Withdrawal of funds and payouts from the Plan shall be subject to the law and the terms of the Plan.

17.04 Employees on whose behalf deposits are made Plan will receive quarterly statements from the financial institution where the deposits are made, mailed to the employee's last address on record with the CLAC Health and Welfare Trust Fund Administrator.

- 17.05 The Employer agrees that each employee shall be given the option to contribute an extra hourly amount to the RSP administered by the CLAC Health and Welfare Trust Fund, in addition to the amount contributed by the Employer, to be deducted at source from the employee's regular pay and remitted and deposited in accordance with this article. Each employee may implement, terminate, or request changes to such additional contributions twice per calendar year.
- 17.06 The Employer will be saved harmless for all contributions so made.
- 17.07 RSP Long-Term Employees
When an employee has accumulated a minimum of eight thousand (8000) hours worked (uninterrupted, except for trades school attendance or lay-off due to shortage of work) with Ber-Mac, the Employer will contribute an additional two percent (2%) of the employee's regular hourly wage rate to the employee's RSP. Qualification for participation in this plan will be evaluated on a semi-annual basis and start being paid on the first pay period following June 1, or January 1, once 8000 hours have accumulated. The effective date of this Article shall be January 25, 2009.

ARTICLE 18 – EDUCATION AND TRAINING FUND

- 18.01 To further the training of union members, the Employer agrees to remit eighteen cents (\$0.18) per hour for all hours worked for each employee to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for union dues.

ARTICLE 19 – TOOLS

- 19.01 All tradesmen shall supply their own tools common to their trade. Thirty cents (\$0.30) per hour of the employee's base hourly rate is considered to be a tool allowance. 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.
- 19.03 The list of tools to be supplied by trades shall be established by the Employer in consultation with the Union.

ARTICLE 20 – PROTECTIVE EQUIPMENT

- 20.01 All employees shall wear safety hats to be made available by the Employer.
- 20.02 All employees shall wear gloves and CSA approved safety boots where required, furnished by the employee. An allowance for these items is included in the base hourly rate.
- 20.03 The Employer will furnish employees with safety equipment (including safety glasses and fire retardant coveralls) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items.

ARTICLE 21 – LEAVES OF ABSENCE AND BEREAVEMENT
PAY

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

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

21.02 Leave of absences under Article 21.01 shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.

21.03 An employee will be granted three (3) days' leave of absence with pay at his regular hourly wage rate, to make arrangements for and to attend the funeral of a member of the employee's immediate family (i.e. husband, wife – including common law spouse – father, mother, brother, sister, son, daughter, legal guardian, mother-in-law, father-in-law, grandfather, grandmother, grandson or granddaughter). Further time off without pay may be taken by mutual agreement between the employee and the Employer.

21.04 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

ARTICLE 22 – GRIEVANCE PROCEDURE

- 22.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.
- 22.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.
- A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the grievance procedure, commencing with Step 1. The grievors shall be listed on the grievance form.
- A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 22.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "workdays".
- 22.04 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. If the Employer does consider or process a grievance which has been presented late, the Employer shall not

be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No employee shall have a grievance until he has discussed his complaint with his Superintendent. If the employee's Superintendent does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

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

The grievance referred to above shall identify:

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

and shall be signed by the employee or employees involved.

Step 2

If the grievance is not settled in Step 1, a CLAC Representative shall, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the designated Employer representative. A meeting will be held between the

Steward or CLAC Representative together with the Grievor involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) workdays of the presentation of the written grievance to the designated Employer representative. The Employer shall notify the Steward or CLAC Representative of his decision, in writing, within five (5) workdays of such meeting.

Step 3

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

22.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the Grievance is based were known or should have been known by the Grievor. A meeting between the Employer and the Union shall be held within five (5) workdays of the presentation of the written Grievance and shall take place within the framework of Step 2 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) workdays of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) workdays, 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 If a notice of desire to arbitrate is served, the parties will attempt to select, by agreement, a single Arbitrator. If they are unable to agree upon a single Arbitrator within seven (7) days of the original notice, either party may request the Minister of Labour to appoint a single Arbitrator.
- 23.02 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the Grievance.
- 23.03 The decision of the Arbitrator will be final and binding on the parties to the dispute and will be applied forthwith.
- 23.04 Notices of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.05 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint an Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

- 23.06 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.
- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 23.08 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 circumstance surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in his opinion, is just and equitable. This clause shall not apply to the discharge of a probationary employee.
- 23.09 Each of the parties will jointly bear the expenses of the Arbitrator.
- 23.10 The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof.

ARTICLE 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; or 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 In the event the Employer determines it appropriate to issue a written warning, notice of record or confirming notice of suspension or termination, the designated Union Representative will be forwarded a copy of the relevant correspondence or documentation. However, at the time the discipline is administered, the Employee has the right to decline, in writing, to have this correspondence or documentation forwarded to the Union.

24.03 In all instances of disciplinary interviews of record, the employee to be so disciplined shall have available a Steward or another available employee of his or her choice present at the meeting, or decline this right in writing.

ARTICLE 25 – DURATION

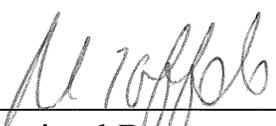
25.01 This Agreement shall be effective on the first day of February, two-thousand and eight (2008) and shall remain in effect until the thirty-first day of January, two thousand and ten (2010) and for further periods of one (1) year unless notice shall be given by either party for the desire to delete, change or amend any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

25.02 The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the *Labour Relations Code*.

DATED at FORT ST. JOHN, this 18th day of February, 2008.

Signed on behalf of

ABB BER-MAC
Operating as a Division of
ABB Inc.



Authorized Representative



Authorized Representative

Signed on behalf of

CONSTRUCTION AND
ALLIED WORKERS' UNION,
LOCAL 68, affiliated with the
Christian Labour Association
of Canada



Authorized BC Representative



Authorized Representative

SCHEDULE “A”
Classifications/Hourly Rates and Conditions

Effective February 10, 2008

Journeyman	Base	Vac/Hol	H&W	RSP*	ETF	Total
Instrument Technician	33.75	3.38	1.20	1.69	0.18	40.20
Electrician	33.75	3.38	1.20	1.69	0.18	40.20
Welder	33.75	3.38	1.20	1.69	0.18	40.20
Maintenance Electrician	33.75	3.38	1.20	1.69	0.18	40.20
Maintenance Instrumentation Technician	33.75	3.38	1.20	1.69	0.18	40.20

Effective January 25, 2009

Journeyman	Base	Vac/Hol	H&W	RSP*	ETF	Total
Instrument Technician	35.00	3.50	1.20	1.75	0.18	41.63
Electrician	35.00	3.50	1.20	1.75	0.18	41.63
Welder	35.00	3.50	1.20	1.75	0.18	41.63
Maintenance Electrician	35.00	3.50	1.20	1.75	0.18	41.63
Maintenance Instrumentation Technician	35.00	3.50	1.20	1.75	0.18	41.63

*RSP to be paid at 5% of employee’s base hourly wage

Leadhand premium:

\$1.50/hour

Management shall retain the flexibility to designate Lead hands and Foremen on a project specific, or permanent basis; factors to be considered will be: skills, experience, location and client demands. The above may apply to construction or maintenance projects.

Foreman premium:

\$3.00/hour

Management shall retain the flexibility to designate Lead hands and Foremen on a project specific or permanent basis; factors to be considered will be: skills, experience, location and client demands. The above may apply to construction or maintenance projects.

Dual Ticket

\$4.00

To be added to the base wage when the employee is required to perform both duties, or is hired with that intent.

Apprentices(minimum rates):

Apprentices will be paid in accordance with current Apprenticeship regulations.

LOA/Subsistence:

\$90.00 per day unless otherwise agreed by the parties subject to Article 13. In the event that the Employer opts to provide accommodations instead of the established allowance, lodging will be based on dual occupancy (when possible), and \$45.00 per day (minimum) per employee for food.

Steward's Premium:

Seventy-five cents (\$0.75) per hour payable in accordance with Article 4.01(a).

SCHEDULE “B”

OUTLINE OF INSURANCE PLAN COVERAGE GOLD PLUS PLAN

(This schedule does not form part of the collective agreement.
It is included for information only).

- life insurance \$60,000.00 per employee under 65, \$30,000.00 per employee between the ages of 65 and 75;
- A. D. & D. \$60,000.00 per employee under 65, \$30,000.00 per employee between the ages of 65 and 75;
- 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 lifetime max. per child under 19
- Prescription drug plan (with drug card) for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- Optical insurance for employee and family;
 - Under 21: \$300.00 per year
 - Over 21: \$300.00 every two years
- Extended health coverage for employee and family, including Employee and Family Assistance Program;
- 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 first 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 until age 65.

BENEFITS INFORMATION

CLAC BENEFIT OFFICE

1-888-600-2522

GREAT WEST LIFE

1-800-724-3402

HUMANACARE (E.F.A.P.)

1-800-661-8193

SCHEDULE “C”

CONSCIENTIOUS OBJECTOR STATUS

(This schedule does not form part of the collective agreement.
It is included 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 – FREQUENTLY ASKED QUESTIONS

- 1. When do my benefits start?**
Your benefits start on the first day of the month following 350 hours worked.
- 2. What must I do to enrol?**
You must make sure that your completed enrolment form is mailed to the CLAC Benefit Administration Office. You should receive this form in your sign-on package.
- 3. When will I receive my benefit start package?**
You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if you reached 350 hours worked in March, your benefit start date would be April 1, and you would expect to see your package around May 15.
- 4. Why does it take this long?**
This is the time required for your employer to send the hours to CLAC, for the Benefit Administration Office to process these hours, and for your package to be prepared and mailed.
- 5. What if I have claims before I receive my benefit start package?**
Any claims incurred after your benefit start date will still be covered. However, we cannot process claims until we receive and enter the hours that qualify you for the benefit plan.
- 6. How do I make a claim?**
All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to Sun Life with a completed claim form.

7. **Can my dentist send claims directly to Sun Life?**
Yes. Your dentist can submit your claims electronically to Sun Life.
8. **Where do I get claim forms?**
- your union steward
 - CLAC's website, www.clac.ca
 - the nearest CLAC office
 - the CLAC Benefit Administration Office: 1-888-600-2522
9. **Will I receive a prescription drug card?**
Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card from Sun Life about a week after you receive your benefit start package.
10. **What if I don't receive my prescription drug card?**
You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefit Administration Office at 1-888-600-2522 to make sure you receive one.
11. **How do I make a disability claim?**
You must contact the CLAC Benefit Administration Office for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefit Administration Office for processing.
12. **Does my CLAC health plan cover my provincial health care premiums?**
No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits.

Your extended health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your Collective Agreement. Check with your local union representative.

13. Does my plan cover me if I am travelling outside of Canada?

Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefit Administration Office if you do not have a travel card.

14. What is the Employee Family Assistance Plan (EFAP)?

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call HumanaCare at 1-800-661-8193.