

COLLECTIVE AGREEMENT

BETWEEN:

GABLE CONSTRUCTION LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

July 1, 2013 to June 30, 2014

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AGREEMENT

BY AND BETWEEN:

GABLE CONSTRUCTION LTD.

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(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:

- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) to establish a just and prompt procedure for the disposition of grievances;
- e) 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.

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 of such rights and privileges.

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent of all its employees in British Columbia and/or as classified in Schedule "A" attached hereto and made part hereof.

2.02 It is agreed by the parties that there shall be no revision, amendment, or alteration of the bargaining unit as defined herein, except by order of the Industrial Relations Council of British Columbia, 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.

- 2.03 The employer agrees that duly appointed representatives of the Operating Engineers Union are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this agreement and all matters related thereto.
- 2.04 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.
- 2.05 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.
- 2.06 The Employer may contract out work where:
- a) he does not have the necessary facilities or equipment;
 - b) he does not have or cannot acquire the required manpower;
 - c) where there is a joint bid on 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.
- 2.07 Non-bargaining unit personnel shall not perform work covered by this Agreement if this should cause the layoff, transfer, or demotion of a member of the bargaining unit. Non-bargaining unit personnel will be subject to a permit fee.

ARTICLE 3: UNION REPRESENTATION

- 3.01 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 the Agreement, including the processing of grievances.

- b) The International Union of Operating Engineers 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 employee's collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards or Union Representatives will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employers 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 work hours of the employee(s) concerned. The maximum time to be paid for negotiations shall be a total of sixteen 16 hours.
- 3.04 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. An Operating Engineers Members Representative may attend such meetings.
- 3.05 There shall be no Union activity on the Employer's time or premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 4: STRIKES OR LOCKOUTS

- 4.01 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 through its members.
- 4.02 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 5: EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 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.
- 5.02 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 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.

- 5.03 The Employer has the right to hire new employees as needed, provided that no new employee(s) are hired while there are available employees on layoff who are qualified to do the work.
- 5.04 a) New employees will be hired on a sixty (60) day (calendar) trial period. Benefits (Health/Pension) are to be paid after thirty (30) calendar days.
- b) The Employer shall notify the Union in writing of the names, addresses, and classifications of all new employees at the time such employees commence employment.
- c) All new hires will be subject to a monthly permit fee payable to the Union.
- 5.05 Probationary employees are covered by the Agreement except by 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.
- 5.06 The Union agrees, subject to Union policies, 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.

ARTICLE 6: CHECK OFF

- 6.01 The Employer is authorized and shall deduct bi-weekly 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 the employee.
- 6.02 All employees shall, at the beginning of employment, be required to give written consent to the deductions specified in Article 6.01, and acknowledge the Union's exclusive bargaining rights.
- 6.03 The total amount checked off will be mailed to the Union's regional office within two(2) weeks of the end of each month, together with an itemized list of the employees for whom the deductions are made and the amount check off for each.

ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY AND PAYROLL

- 7.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 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 the 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.
- 7.03 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) hour's 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 without pay.

- 7.04 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 or 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.
- 7.05 Employees shall be granted sufficient time on paydays to do their banking. Such time will be mutually arranged between the Employer and the employees.
- 7.06 The Employer must pay all wages owing to an employee within seven (7) days after the employee or Employer terminates the employment.

ARTICLE 8: HOURS OF WORK AND OVERTIME

- 8.01 The normal work week shall consist of five (5) eight (8) hour working days, Monday to Friday inclusive. The normal work week and days off may be varied on specific projects by agreement of the parties.
- 8.02 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 (1½) times the regular rate of pay. Work performed in excess of eleven (11) hours per day or forty-eight (48) hours per week (excluding daily overtime hours) shall be paid at the rate of two (2) times the regular rate of pay.
- 8.03
 - a) Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
 - b) Employees may, at their option, work at straight time pay for eight (8) hours on a Saturday in order to make up for time lost during the regular workweek due to inclement weather or other cause beyond the control of the Employer.
- 8.04 There shall be two (2) rest periods (or coffee breaks), with pay, of ten (10) minutes' duration each, daily , at the work station if possible.
- 8.05 Shift work shall be defined as eight (8) hours' work at other than normal working hours on two (2) or more consecutive days.
- 8.06 Shift work shall be paid a premium of one (1) hour's pay at the regular straight time rate, in addition to hours work.

ARTICLE 9: VACATION AND GENERAL HOLIDAY PAY

- 9.01 Vacation and general holiday pay shall be accrued at the rate of eight percent (8%) of gross earnings (four percent (4%) for annual vacation and four percent (4%) for general holidays) and shall be paid to the employee on each payroll cheque. Vacation and general holiday pay, for employees returning for consecutive seasons, shall be accrued at the rate of ten percent (10%) of gross earnings (five percent (5%) for annual vacation

and five percent (5%) for general holidays) and shall be paid to the employee on each payroll cheque.

- 9.02 The Employer will Endeavour to grant vacations at the time request 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.

ARTICLE 10: GENERAL HOLIDAYS

- 10.01 The Employer agrees to recognize as days not worked, the following eleven (11) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

- 10.02 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of two (2) times the regular rate of pay.
- 10.03 If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, his following regularly scheduled work day shall be his statutory holiday, unless an alternate day is mutually agreed on between the Employer and the employee.
- 10.04 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) calendar day worked trial period for the Employer to judge the ability of the new employee.
- 11.02 Length of service will be consideration and factor in the layoff and recall of employees.
- 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 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 lay off 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: TECHNOLOGICAL CHANGE

- 12.01 The Employer shall notify the Union three (3) months in advance of his intent to institute material changes in production methods of facilities, which would result in retraining, layoff, or termination of employees.
- 12.02 Where jobs are eliminated due to technological change, the affected employees will be given the opportunity to be trained to operate the new equipment or to assume other duties.
- 12.03 An employee whose employment is terminated because of technological change shall be entitled to severance pay of one (1) week's pay at his regular straight time for each year of service with the Employer.
- 12.04 Any disputes arising in relation to adjustment or technological change must be referred to arbitration as provided for in Article 18.

ARTICLE 13: TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN JOBS

- 13.01 The Employer shall, at his discretion:
- a) in the case of locally hired employees who daily commute to the project from their homes, either pay a vehicle allowance of thirty-five cents (\$0.35) for all distances beyond fifty (50) kilometers, up to one hundred and twenty-five kilometers (125 km).
 - b) in the case of out-of-town employees who reside in temporary quarters, provide transportation to and from an agreed marshalling point.
- 13.02 Travel expense, for employees hired out of Kamloops and where their travel is based out of Kamloops, to and from out-of-town projects shall be paid by the Employer at thirty-five cents (\$0.35) per kilometer or for the cost of public transportation, at the Employer's option.
- 13.03 Travel time shall be paid by the Employer for all time in excess of one-half (1/2) hour each way from an agreed upon marshalling point, at the employee's straight time hourly rate of pay. The first one-half (1/2) hour to, and the first one-half (1/2) hour from the job site shall not be paid time.

13.04 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 or cooking facilities;
- b) the employee provides his own meals and accommodations for which the employer pays a minimum daily allowance of eighty three dollars and seventy five cents (\$83.75). This clause may be used for those employees using R.V. type accommodations.
- c) The employer provides accommodations only and pays the employee a daily meal allowance of forty three dollars and seventy five cents (\$43.75) per day.

Day rates in (b) and (c) above will be paid to employees on out-of-town projects seven days per week, subject to the employee not refusing to work schedule shifts.

13.05 Isolated camp jobs exceeding two (2) months in duration and which are more than a six (6) hour drive from the centre of operations, that is Kamloops, 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.

13.06 The foregoing out-of-town arrangements may be altered where such alternate arrangements have been discussed and approved by all parties.

ARTICLE 14: HEALTH AND WELFARE PROGRAM

14.01 In order to protect the employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and ninety (\$1.90), effective the date of signing this Agreement, for each hour worked by each employee and remit the same to the Benefits Plan, administered by the Operating Engineers Benefits Plan. * Note: Probationary employees will have the Benefit paid after being employed for thirty (30) Calendar days.

14.02 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 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 entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

14.03 The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or portions of premiums, as applicable. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union and the employees agree that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the actual benefits or the administration of any insurance policy.

14.04 Pension:

The following Pension rates will be paid on each employees behalf for all hours worked to the Operation Engineers Pension Plan.

	<u>July 1, 2013</u>
Employer	\$2.00
Employee	<u>\$1.00</u>
TOTAL	\$3.00

ARTICLE 15: UNION-MANAGEMENT RELATIONS

15.01 The objects of this Agreement are to stabilize the construction industry; provide fair and reasonable working conditions and job security for employees in the industry; promote harmonious employment relationships between employers and employees; provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this agreement; prevent strikes, lockouts, and work stoppages; enable the skills of both employers and employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

For the purpose of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 16: LEAVE 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 immediate family
- ii) death in the immediate family

Immediate family is defined as: parent, grandparent, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse or child.

b) Requests for leaves of absence for educational purposes, subject to conditions outlined in Article 16.01(a), 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 .

16.02 The above shall not preclude extensions for the 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.

ARTICLE 17: GRIEVANCE PROCEDURE

17.01 The parties to this Agreement recognize the Stewards, and the Operating Engineers Union Member Representative specified in Article 3, 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 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. 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 "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, bypassing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or an Operating Engineers Member Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

17.04 Step 1. An employee having a grievance will, accompanied by a Steward, or an Operating Engineers Member Representative, submit the same to his immediate supervisor in writing within **five (5)** work days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) work day 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 thirty (30) work days of the decision under Step 1, or within thirty (30) work days of the day of the decisions 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 five (5) work days following the said meeting.

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

17.06 Canadian Joint Grievance Panel:

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance panel process. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined in Article 18 or, withdraw 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.

- 18.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 18.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 18.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as foreshad, either party may request the Minister of Labour to appoint a single Arbitrator.
- 18.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as foreshad, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 18.06 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 18.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 18.08 It is agreed that the single Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Article 17 and 18 where it appears that the default was owing to a reliance upon the words of conduct of the other party.
- 18.09 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 18.10 The parties will equally bear the expense of the single Arbitrator.
- 18.11 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 19: DISCHARGE, SUSPENSION, AND WARNING

- 19.01 When disciplining employees, the procedure noted below shall be followed:

Verbal warning followed by written warning, followed by discipline (i.e. suspension or termination). The employee will have either a Member Representative or a Shop Steward present for all discipline if possible.

- 19.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) work days 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)** work days 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 July, two thousand and thirteen (2013) and shall remain in effect until the thirtieth (30th) day of June, two thousand fourteen (2014), and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein within the four (4) months immediately preceding the expiry date 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 If no agreement is reached at the expiration of this contract, this agreement shall remain in force while negotiations are continued.

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

Signed at _____, British Columbia, this _____ day of _____, 2013.

GABLE CONSTRUCTION LTD.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

SCHEDULE "A"

CLASSIFICATION	July 1, 2013
ROAD BUILDING OPERATION	
Heavy Duty Mechanic/Welder	26.88
Finish Grader Operator (proven)	26.14
992 Loader Operator	26.14
Dozer Operator	24.96
Grader Operator	24.96
Loader Operator Road Building	24.96
Loader Operator Pipe/Paving	24.96
Backhoe	24.96
Scraper	24.96
Crane	24.96
Plant (Asphalt or Crusher) Operator	24.78
Paver Operator	24.09
Milling Machine Operator	24.09
Screedman	24.09
Driller	24.96
Grade Roller	22.61
Rubber Tired Roller	24.08
Combination Roller	24.08
Double Steel Roller	24.08
Powderman	23.94
Truck Driver (Off Highway)	23.94
Truck Driver (On Highway)	22.92
Prime Truck Driver	23.94
Truck Driver (utility/lowbed)	24.08
Water Truck Driver	19.66
Gravel Truck Driver (Class 1 w/air)	22.43
Gravel Truck Driver (Class 3 w/air)	19.66
Pilot Car Driver	12.54
Hiab Truck Driver	20.26
Serviceman	22.61
Helper (Driller/Powder/Plant/Milling) 1 st Season	16.55
Helper (Driller/Powder/Plant/Milling) 2 nd Season	17.69
Helper (Driller/Powder/Plant/Milling) 3 rd Season plus	18.80
Rakerman	24.08
Stakeman/Rodman	18.80
Faller (Chainsaw)	23.90
Pipe Layer – lead	23.05
Pipe Layer	21.63
Chain Man	16.61
Signal Man	16.61
Watch Man	16.61
Dump Man	16.61
Dump Man (Pickup Machine)	23.05

CLASSIFICATION	July 1, 2013
Flagperson/Scaleperson	12.54
Labourer – 1 st Season	12.54
Labourer – 2 nd Season	13.08
Labourer – 3 rd Season	13.47

General:

1. Forestry work may be paid at a rate of \$1.00 less, subject to consultation and agreement of the parties.
2. The Employer agrees to replace or repair tools belonging to employees as per an agreed upon list, when worn out, damaged, or stolen on the job, provided however that there shall be no liability on the part of the Employer where employee negligence is established.

3. First Aid Ticket

One Employee on each crew shall be encouraged to obtain an Industrial First Aid Ticket. Those in possession of a valid ticket who are designated first aid person(s) by the Employer, shall receive the following premium:

	<u>Job rate plus</u>
Level 2	\$0.45 per hour
Level 3	\$0.50 per hour

4. A working foreman shall receive a minimum of one dollar and fifty cents (\$1.50) above the Journeyman rate.
5. 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.
6. Apprentices shall be paid according to the schedule below and be governed by the appropriate *Apprenticeship and Tradesmen Qualification Act*. All Apprentices will be indentured through the Operating Engineers Training Plan.

Percentages of Journeyman rate paid by Employer for each six month period of apprenticeship:

<u>Six month period:</u>	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
Five year term	50%	55%	60%	65%	70%	75%	80%	80%	90%	90%
Four year term	50%	55%	60%	65%	70%	75%	80%	90%		
Three year term	50%	55%	65%	70%	80%	90%				
Year Term	50%	60%	75%	90%						

Equipment Trainees will be paid as follows:

0 – 12 months	75%
12 – 24 months	85%
24 – 36 months	90%

The Employer is committed to training existing employees in order to achieve a flexible work force. Employees will continue to receive their current rate during such training, unless the training necessitates the hiring of a replacement, in which case the above Trainee rates will apply. However, for all required training, employees will continue to receive their current rates.

7. 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.
8. 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.
9. Education and Training Fund:

The Employer shall contribute fifteen cents (\$0.15) per hour for all hours worked for all employees, to the Union Education and Training Fund. Such contribution shall be remitted along with the Dues and Health and Welfare contributions.
10. On completion of a season, a boot allowance of one hundred dollars (\$100.00) will be provided to those non-probationary employees whose boots have been rendered unusable due to the nature of the work performed. The employee is required to provide the Employer a receipt of purchase before being reimbursed. Boots may be purchased within one season after a complete season is worked, provided the employee contuse employment with Gable Construction.
11. Gloves, coveralls, and hearing protection shall be provided to employees who require them. Replacement of same shall occur only upon surrender of such items rendered unusable through use on the job.
12. The parties shall equally bear the costs associated with the printing and the publishing of the Collective Agreement.

LETTER OF UNDERSTANDING

BY AND BETWEEN:

GABLE CONSTRUCTION LTD.

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

If Gable Construction Ltd. re-enters the highway paving industry by purchase of asphalt making plant and road equipment to lay asphalt for the purpose of road construction, the rates and conditions contained within this Collective Agreement dated July 1, 2013 and ending June 30, 2014 will be revisited for the purpose of possible re-negotiation.

Signed at _____, British Columbia, this _____ day of _____, 2013.

GABLE CONSTRUCTION LTD.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

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