

COLLECTIVE AGREEMENT

BETWEEN:

APEX SCAFFOLD AND FENCE LTD.

AND:

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

Duration: October 25, 2015 – October 24, 2017

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**CONSTRUCTION
COLLECTIVE AGREEMENT**

BETWEEN:

APEX SCAFFOLD AND FENCE LTD.
(hereinafter referred to as the "Employer")

AND:

**CONSTRUCTION AND ALLIED WORKERS UNION,
CLAC LOCAL 68**
(hereinafter referred to as the "Union")

October 25 2015 to October 24, 2017

ARTICLE 1 – PURPOSE

1.01 It is the intent and purpose of the parties to this Collective Agreement ("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 terms and conditions, hours of work, wage rates, and benefits set forth herein;
- c) establish an equitable system for the promotion, discipline, transfer, and layoff of employees;

- d) establish a just and prompt procedure for the disposition of grievances; and,
- e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

1.02 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 cooperative labour/management relations:

- a) The industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of management;
- b) The economic character springs from a continuous striving towards the efficient use of scarce resources, energy and the environment, and in the adequate development of the employees, research, production and marketing; and,
- c) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

1.03 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable human rights legislation, or is in bad faith.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive 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 and the Yukon Territory, except supervisory and office staff.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.

ARTICLE 3 – MANAGEMENT’S RIGHTS

- 3.01 Subject to the terms of this Agreement, the Employer's rights include the right to:
- a) manage the enterprise, including the scheduling of work, and the control of materials and equipment;
 - b) maintain order, discipline, and efficiency;

- c) hire, direct, transfer, promote, layoff, and discipline and discharge with just cause, provided that such actions are consistent with the purpose and terms of this Agreement.

3.02 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in cases of emergency, training, instructional, or evaluation purposes;

3.03 The Employer agrees that work normally performed by members of the bargaining unit shall not be contracted out. The Employer may only contract out work where:

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

ARTICLE 4 – SCOPE

4.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

4.02 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.

- 4.03 Notwithstanding Article 4.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 4.04 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.

ARTICLE 5 – REPRESENTATION

- 5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 5.02 Representatives
- a) Representatives of the Union (“Representatives”) 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. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

- b) Representatives shall have the right to visit at the location where employees are working. The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall not unduly disrupt the flow of work.

5.03 Stewards

- a) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement
- b) Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be unreasonably withheld. The Employer will pay Stewards at their prevailing hourly rate for time spent attending such duties during their working hours.
- c) A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information. This will, whenever possible, occur during the new employee's site orientation or first shift.

5.04 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee.

5.05 The Employer

The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern

to the Employer, the Union, and the employees. A Representative may attend such meetings.

ARTICLE 6 – WORK STOPPAGES

6.01 In accordance with the *B.C. Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:

- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and,
- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 7 – UNION DUES

7.01 a) The Employer is authorized to and shall deduct union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.

- b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.

7.02 a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the fifteenth (15th) of the month following the deduction,

together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.

- b) In addition to the above, this itemized list shall also contain the following for each employee:
- Base hourly rate
 - All hourly premiums
 - Straight time hours worked
 - Time and a half hours worked
 - Double time hours worked
 - Gross wages
- c) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:
- Name
 - Address
 - Date of Birth
 - Telephone Number
 - Email Address
 - Social Insurance Number
 - Date of Hire
 - Classification

ARTICLE 8 –UNION REMITTANCES

8.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 7, 19, and 20 each month, by the fifteenth (15th) of the month following the deduction

together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

- 8.02 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.
- 8.03 Further to Article 8.02, if the Employer continues to be delinquent in its remittance to the Union, the Employer shall pay interest to the Union and its various Funds, as the case may be, at one percent (1%) per month on the amount owing. Such interest shall be compounded on a monthly basis.
- 8.04 If the Employer satisfies all its obligations under Articles 8.01, 8.02 and 8.03 relating to Articles 7, 19, and 20 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

ARTICLE 9 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 9.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to qualified Union members who are able to meet the Employer's requirements of the job.
- 9.02 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 9.01, 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 Agreement whether or not they join the Union.

- 9.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.
- 9.04 a) New employees will be hired on a three-(3) calendar month probationary period and thereafter shall attain regular employment status.
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith.
- 9.05 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.
- 9.06 Employees rehired within six (6) months of layoff will not reserve a new probationary period.
- 9.07 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.
- 9.08 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations.

ARTICLE 10 – CLAC JOBS

10.01 Further to Article 9.01, the parties agree that the CLAC Jobs department is to be utilized in maintaining a desirable and competent labour force.

10.02 Prospective Hires

Upon request, the CLAC Jobs department will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.

10.03 New Hires

In order to facilitate the introduction to the Union and enrolment into its programs, the Employer agrees to notify the CLAC Jobs department of the names of new employees together with each employee's classification and latest available phone number.

10.04 Lay offs

The Employer agrees to notify the CLAC Jobs department of the names of employees laid off within one (1) week after the lay-off occurred, and where possible, include each employee's classification and latest available phone number and email address.

ARTICLE 11 – WAGES AND RATES OF PAY

11.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A."

11.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates of pay for same shall be subject to

negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. Should no agreement be reached, either party may refer the matter to arbitration in accordance with the provisions outlined in Article 25.

11.03 Whenever used in this Agreement, the following definitions shall apply:

- a) “Regular hourly rate” shall mean hourly compensation paid to an employee outside of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.
- b) “Prevailing hourly rate” shall mean hourly compensation paid to an employee inclusive of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.
- c) “Wages” shall mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including any overtime premiums, shift allowances and premiums paid on an hourly basis, but specifically excludes any accommodation allowances, daily travel or travel allowances, and safety awards.
- d) “Gross earnings” shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.

11.04 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 their prevailing

hourly rate provided the employees are qualified to perform the required work.

11.05 If the shortage of work is for a period longer than the day outlined in Article 11.04 above, the employee may be given the option to work in another classification, for which he is qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing, signed by the Employer, the employee and a Steward or Representative

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 The normal workweek shall consist of five (5) eight-(8) hour workdays, Monday to Friday inclusive.

12.02 Employees will be paid overtime as follows:

a) Daily

i) one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of eight (8) hours daily.

ii) two (2) times the regular hourly rate for all hours worked in excess of twelve (12) hours daily.

b) Weekly

one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours per week, excluding daily overtime and hours worked on a statutory holiday.

12.03 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. Such amendments will be noted on the Pre-Job Memorandum subject to Article 16.

12.04 When a statutory holiday occurs during the week, weekly overtime shall be paid for all hours worked in excess of thirty-two (32) hours per week, exclusive of daily overtime, or twenty-four (24) hours, exclusive of daily overtime, if there are two (2) statutory holidays in a week.

12.07 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week, other than those stipulated in Articles 12.10, 12.11 and 12.12

12.08 Meal Periods

- a) There will be two (2) paid coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.
- b) 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.
- c) Employees will receive a fifteen (15) minute coffee break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day. A coffee break will not apply to the meal break at twelve (12) hours.
- d) Employees who work beyond twelve (12) hours in a day will be provided with an additional one-half (1/2) hour paid meal period and a meal will be provided by the Employer.

- e) No employee will work more than five (5) consecutive hours without a one-half (1/2) hour meal period.
- f) Scheduling of the meal periods may be amended on a site specific basis.

12.09 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

12.10 Show-Up Time

- a) 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 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 accommodation allowance if and when applicable.
- b) In the case of a camp, proper notification is at breakfast time and such notices are to be posted on the kitchen bulletin board.

12.11 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. The employee shall also receive his full accommodation allowance if and when applicable.

12.12 Call-Back

An employee who is called back to work in the same day will receive a minimum of two (2) hours' pay at the prevailing hourly rate.

12.13 Sunday will be deemed the first day of the week.

ARTICLE 13 – VACATION TIME AND VACATION PAY

13.01 a) Employees shall be entitled to an amount equal to four percent (4%) of their gross earnings as vacation pay. Upon completion of eight thousand (8,000) hours worked, employees shall be entitled to an amount equal to six percent (6%) of their gross earnings as vacation pay.

b) The Employer will endeavor to grant vacation as requested.

13.02 Vacation pay shall be paid on each pay cheque.

ARTICLE 14 – HOLIDAYS AND HOLIDAY PAY

14.01 Employees shall be entitled to receive an amount equal to four percent (4.4%) of their gross earnings in lieu of the following holidays:

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

14.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times their

regular rate of pay for the first eight (8) hours worked, and two (2) times thereafter, in addition to the holiday pay outlined in Article 14.01 above.

14.03 Holiday pay shall be paid on each pay cheque.

14.04 A statutory holiday may be rescheduled by mutual agreement between the parties.

**ARTICLE 15 - TRANSPORTATION, TRAVEL, AND
LIVING-OUT ALLOWANCE**

15.01 a) It is recognized by the Employer and the Union that the purpose of transportation, travel, and living-out allowance in this Article is to provide a reasonable means of compensating employees for additional travel and accommodation expenses incurred while working on projects located beyond a reasonable distance from their residence.

b) There will be a free travel zone within the Metro Vancouver (as outlined in Schedule "D"), or a seventy-five (75) kilometer free travel zone radius from the job site when the job site is outside Metro Vancouver.

15.02 Metro Vancouver Jobs

No transportation, travel or living-out allowances will be applicable on projects within the Metro Vancouver travel free zone, except for those described in Article 15.05.

15.03 Daily Travel

- a) Daily travel allowance will be paid on projects outside of the Metro Vancouver travel free zone, subject to the following conditions:
 - i) when an employee is required to travel daily to a project, and his permanent, or temporary residence when receiving living-out accommodation allowance, is beyond the seventy-five (75) kilometer radius from the job site;
 - ii) where the Employer does not provide transportation.
- b) Where the employee uses his own vehicle, the daily travel allowance will be paid an amount, as set out in Schedule “A”, per kilometre up to the free travel zone.
- c) There will only be daily travel beyond a one hundred (100) kilometre radius from the job site upon the mutual agreement of the parties.
- d) Employees receiving living -out allowance will not be entitled to the daily travel allowance unless the Employer and Union agree that there is no accommodation available within the seventy-five (75) kilometre radius from the job site.
- e) Daily travel allowances will be paid on the employee’s regular pay period cheque.

15.04 Travel Allowances

- a) For projects whose base of operations is in Metro Vancouver there are no travel allowances.

- b) For projects whose base of operations is defined as the job site, any travel allowances will be agreed to at the Pre-Job Conference outlined in Article 16, based on the following criteria:
- i) Travel allowances will be paid, or travel costs covered, for all employees whose permanent residence is outside the one hundred kilometre (100) km radius of the job site;
 - ii) When travel allowance is applicable, the employee will be paid from his home to the job site;
 - iii) Travel allowances will be paid at the beginning and end of the project, and also for every shift cycle turn around;
 - iv) The initial travel allowance will be paid on the employee's first pay cheque. Final travel will be paid on the employee's final pay cheque. The travel allowance earned on each shift cycle turn around will be paid on the first (1st) pay cheque following the shift cycle turn around;
 - v) Employees who quit or are terminated for just cause within their shift cycle will not be entitled to shift cycle turn around or terminal travel allowance;
 - vi) The amount of travel allowances will be subject to Article 16, with the cost of public transportation, the daily travel amount in Article 15.03 b) and duration of travel as guidelines. The amount will be agreed to on the Pre-Job Memorandum for the project;
 - vii) travel allowances will not be used in calculating overtime.

15.05 Transfers and 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 prevailing hourly rate of pay for actual time traveled. Such employees will not receive duplicating travel allowance.

- 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, he will be paid at the his prevailing hourly rate of pay for actual time traveled from the point of hire to the project and return.
- c) If the employee uses his own vehicle during transfers directly from one project to another, the employee will be paid at his prevailing hourly rate of pay for the actual time travelled.

15.06 Living-Out Allowance

- a) For projects whose base of operations is in Metro Vancouver no living- out allowance (LOA) will be paid.
- b) For projects whose base of operations is defined as the job site, LOA will be paid to all employees whose permanent residence is beyond the one hundred (100) kilometre radius from the job site unless a daily travel allowance is being paid as per Article 15.04 or if the Employer requires the employee to be away from his normal place of residence overnight.
- c) LOA will be an amount as set out in Schedule "A" unless otherwise agreed by the parties subject to Article 16.
- d) Where camp accommodations are provided, LOA will not be paid.

- e) The Employer and the Union may agree to reasonable partial LOA where the employee elects to commute to his place of residence or supplies his own living accommodation.
- f) On projects where a sleeping camp is being supplied for use by the employees, a reasonable partial LOA will be paid to employees making use of the camp, as determined between the Employer and the Union.
- g) LOA will be paid subject to the following conditions:
 - i) when an employee reports for his first scheduled shift;
 - ii) all days worked and all show up days.

15.07 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for premiums, transportation, travel, and LOA. 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 as outlined in Article 16.

15.08 Marshalling Points

A marshalling point shall be defined as a mandatory meeting place where all employees are required to assemble at a certain time and then are transported to the job site or camp.

All time from the marshalling point to the job site will be considered time worked and employees shall be paid at their prevailing hourly rate.

ARTICLE 16 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA

- 16.01 a) If necessary, and as per Articles 15.07 and 2.04, a Project Specific Conference will be held to determine site-specific issues.
- b) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, and whenever possible prior to the completion of the bidding process, a Project Specific Conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

ARTICLE 17 - UNION-MANAGEMENT COMMITTEE

- 17.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled every three (3) months, or as required, during the life of this Agreement. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement. The areas for discussion may include, but need not be limited to, the following:
- i) Safety measures;
 - ii) Matters that affect the working conditions of the employees;
 - iii) Training and promotion;
 - iv) Hiring policies; and
 - v) Discipline and discharge policies.

b) Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

17.02 Employees attending the meetings during regular working hours will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings.

17.03 In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 18 - HEALTH AND SAFETY

18.01 It is the intent of the parties to have working conditions that are safe and healthy.

18.02 The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.

18.03 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.

18.04 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

18.05 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital

will 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 within Canada at no cost to the employee, provided the employee has medical approval to travel in such a manner.

18.06 All safety matters shall be handled in accordance with the established WorkSafe BC procedures, or the BC Mines Act and Mine Health, Safety and Reclamation Code procedures, or other applicable legislation, and the Employer's Safety Program.

18.07 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending physician of the same. The Employer reserves the right to require a second medical opinion by a physician selected by the Employer.
- b) The Employer will inform the physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the physician's approval.
- c) The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by an attending physician as per Articles 18.08 (a) and (b).

ARTICLE 19 - HEALTH AND WELFARE PLAN

19.01 The Employer agrees to pay the amount as set out in Schedule "A" for all hours worked for each employee towards the

Insurance Plan administered by the CLAC Health and Welfare Trust Fund.

- 19.02 The Employer will remit an amount as outlined in Schedule “A” for all hours worked by all employees who are residents of BC to the Union for the purpose of BC Medical Services Plan coverage.
- 19.03 Employees are eligible to receive coverage in accordance with Articles 19.01 and 19.02 on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the requisite enrolment forms, which are a condition of coverage.
- 19.04 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, (outlined in Schedule “B”) and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 19.05 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age seventy five (75), an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule “A” will be paid to that employee, upon attainment of their seventy fifth (75th) birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if he were still eligible for the Insurance Plan. It is further understood these payments will be

subject to taxes and other deductions stipulated federally or by this Collective Agreement.

19.06 The Parties agree that the Health and Welfare Plan amounts outlined in Schedule "A" are effective January first (1st) of each calendar year and are subject to negotiation. These negotiations will take place prior to January first (1st) of each calendar year. If the parties do not conclude an agreement before January first (1st) of each calendar year, all terms and conditions will be retroactive to January first (1st) once an agreement has been reached. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 25 of this Agreement.

ARTICLE 20 – EDUCATION AND TRAINING

20.01 To further the training of union members, the Employer agrees to remit one half of one percent (0.5%) of gross earnings to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the directions and timelines stipulated in Article 8.

ARTICLE 21 - TOOLS

21.01 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.

ARTICLE 22 - PROTECTIVE EQUIPMENT

22.01 All employees will wear CSA-approved safety hats supplied by the Employer.

- 22.02 All employees will wear CSA-approved safety boots supplied by the employees.
- 22.03 The Employer will supply employees with safety equipment including but not limited to: gloves, hearing protection, non-prescription safety glasses, shields, goggles, fire retardant coveralls, rain gear, particulate masks, breathing apparatuses and fall arrest equipment, if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer supplied items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

ARTICLE 23 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 23.01 The Employer will grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:
- a) Marriage of the employee;
 - b) Sickness of the employee or in the employee's immediate family;
 - c) Birth or adoption of the employee's child;
 - d) Union business, other than the establishment of this Agreement;
 - e) Death of a family member

- f) Job related training; or
- g) Other personal reasons as approved by the Employer.

23.02 Following a leave of absence, employees who fail to report back for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.

23.03 In no case may an employee be deprived of the leave to which he is entitled under the Employment Standards Act or any other applicable legislation.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01 Should a dispute arise between the Employer and an employee or the Union, concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

24.02 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 5 as the agents through which employees will process their grievances.

24.03 a) "Grievance" means 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.

b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of

employees who have the same complaint. The grievors will be listed on the grievance form.

c) Policy Grievance

- i) A Union "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative.
- ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the Employer.
- ii) Either party may submit a Policy Grievance directly to Arbitration under Article 25, bypassing Step 1 and Step 2 of the Grievance Procedure.

d) Any grievance referred to above will identify:

- i) the facts giving rise to the grievance;
- ii) the section or sections of this Agreement claimed to be violated; and
- iii) the relief requested.

24.04 a) Neither the Employer nor the Union will 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 will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

- b) If the Employer does consider or process a grievance which has been presented late, the Employer will be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

24.05 As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

24.06 Step 1

If a grievance is to be filed it will, within the seven (7) calendar days referred to in Article 24.04 above, be reduced to writing and will be presented to the other party's designated representative by the grieving party's designated representative. The party's representative receiving the grievance will notify the other party's representative of their decision in writing no later than seven (7) work days following the day upon which the grievance was received.

Step 2

If the grievance is not settled at Step 1, the grieving party's representative will, within seven (7) calendar days of the decision under Step 1, or within seven (7) calendar days of the day this decision should have been made, submit a written grievance to the other party's representative. A meeting will be held between the parties' representatives within seven (7) calendar days of the presentation of the written grievance by one party to the other party's representative. The responding party will notify the grieving party of his decision in writing within seven (7) calendar days of such meeting.

ARTICLE 25– ARBITRATION

- 25.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 25.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days of receiving the decision given at Step 2 of the Grievance Procedure.
- 25.03 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.
- 25.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 25.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 25.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

- 25.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 24 and 25 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 25.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of time worked and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 25.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 25.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 25.11 The parties will equally bear the expense of the Arbitrator.
- 25.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 26 – WARNING, SUSPENSION AND DISCHARGE

- 26.01 In all instances of disciplinary action to be recorded in an employee's file, or in instances of on-site drug and alcohol testing, the affected employee shall have an available Steward

or another available employee of his choice present at the meeting, or decline this right in writing.

- 26.02 An employee may be disciplined or discharged for just cause by the Employer. Just cause may include, but is not limited to:
- the refusal by an employee to abide by safety regulations;
 - the failure of an employee to report for work at the appointed time on a consistent and reliable basis;
 - dishonesty, theft, insubordinate or antithetical behaviour;
 - the use of alcohol or illegal drugs while on the Employer's premises or during regular working hours;
 - reporting for work while under the influence of alcohol or illegal drugs, or the possession of such substances while on the job site;
 - the refusal by the employee to abide by the requirements of the Employer's clients;
 - the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices.

26.03 The parties agree to abide by the principles of progressive discipline. Progressive discipline is designed to assist an employee to change behaviour and/or performance. Depending on the nature and severity of the infraction, and taking into account mitigating and aggravating factors, progressive discipline will be managed as outlined below:

a) Step One: Verbal Warning

A disciplinary action that is intended to draw an employee's attention to his misconduct.

b) Step Two: Written Warning

A statement given to an employee by a delegated manager or supervisor outlining:

- the nature of the misconduct;
- the corrective action expected of the employee; and
- a description of the disciplinary action that may be taken if the misconduct continues.

c) Step Three: Suspension

An enforced, temporary removal of an employee from duty without pay.

d) Final Step: Termination

The enforced cessation of employment.

26.04 When the behaviour or performance of an employee calls for disciplinary action by the Employer, notice of the discipline shall be given by the delegated manager or supervisor in writing. The delegated manager or supervisor shall give a copy of the discipline notice to the appropriate Steward and Union Representative within twenty-four (24) hours of the discipline.

26.05 Whenever an employee signs any document pertaining to discipline, he does so only to acknowledge that he has been notified accordingly.

26.06 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive work days without a justifiable reason.

ARTICLE 27 – GENDER CLAUSE

27.01 Where the masculine gender is used in this Agreement, it will be considered to include the feminine gender.

ARTICLE 28 – DURATION

28.01 This Agreement shall be effective on the twenty-fifth (25th) day of October two-thousand fifteen (2015), and shall remain in effect until the twenty-fourth (24th) day of October, two-thousand seventeen (2017), and for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.

28.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement. Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

28.03 The Parties agree to exclude the operation of Section 50 (2) and (3) of the *Labour Relations Code*.

DATED at _____, BC, this _____ day of _____, 2015.

SIGNED on behalf of
**APEX SCAFFOLD AND
FENCE LTD.**

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

“Randal Lovig”
Authorized Representative

“Ryan Cameron”
Authorized BC Representative

Schedule "A"
Apex Scaffold and Fence Limited
Classification and Hourly Wages
October 25, 2015

Classification	Wage	Vac/Stat*	H & W	BC Medical	Education & Training Fund	Total
Journeyman Carpetner/Scaffolder	\$30.00	\$2.52	\$1.03	\$0.60	\$0.15	\$34.30
Uncertified Journeyman	\$28.00	\$2.35	\$1.03	\$0.60	\$0.14	\$32.12
Skilled Labourer	\$25.00	\$2.10	\$1.03	\$0.60	\$0.13	\$28.86
Construction Labourer A	\$23.00	\$1.93	\$1.03	\$0.60	\$0.12	\$26.68
Construction Labourer B	\$21.00	\$1.76	\$1.03	\$0.60	\$0.11	\$24.50
Construction Labourer C	\$19.00	\$1.60	\$1.03	\$0.60	\$0.10	\$22.33
General Labourer	\$17.00	\$1.43	\$1.03	\$0.60	\$0.09	\$20.15
Groundsperson	\$16.00	\$1.34	\$1.03	\$0.60	\$0.08	\$19.05
Entry Level Labourer	\$15.00	\$1.26	\$1.03	\$0.60	\$0.08	\$17.97
*Approximate value, subject to Articles 13 and 14.						

Schedule "A"
Apex Scaffold and Fence
Classification and Hourly Wages- Apprenticeship Rates
October 25, 2015

Classification	Wage	Vac/Stat	H & W	BC Medical	Education & Training Fund	Total
Carpenter	\$30.00	\$2.52	\$1.03	\$0.60	\$0.15	\$34.30
Apprentice- 1st year (70%)	\$21.00	\$1.76	\$1.03	\$0.60	\$0.11	\$24.50
Apprentice- 2nd year (77.5%)	\$23.25	\$1.95	\$1.03	\$0.60	\$0.12	\$26.95
Apprentice- 3rd year (85%)	\$25.50	\$2.14	\$1.03	\$0.60	\$0.13	\$29.40
Apprentice- 4th year (92.5 %)	\$27.75	\$2.33	\$1.03	\$0.60	\$0.14	\$31.85

Schedule "A" Notes:

1. The following Premiums will be added to the base wage rate and will affect RSP, Pension, Overtime, Vacation/Stat Pay and Education and Training Fund.

Lead hand	\$1.00-\$1.50/HR
Foreman	\$2.00-\$3.50/HR
Shift Premium	\$1.75/HR

The shift premium shall automatically apply when the majority of daily hours fall outside the normal working hours of 7:00am to 3:00pm

2. On or before October twenty-fifth (25th), two thousand and sixteen (2016), the parties will meet to engage in a wage and benefit review process to determine the terms for the remainder of the agreement. If no agreement is reached, the outstanding issues will be submitted to binding arbitration, as per Article 25.
3. Apprenticeship
The parties encourage training and apprenticeship, and agree to cooperate to advance the same. Either party may sponsor apprentices. Wage rates of existing employees will not be reduced as a result of enrolment in an apprenticeship. Apprentices will be granted leave to attend mandatory in-school training.

SCHEDULE 'B'

INSURANCE PLAN COVERAGE – SERVICE PLAN "A"

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

- \$50,000.00 life insurance per employee under age 65; \$25,000.00 per employee between the ages of 65 and 75;
- \$50,000.00 A.D. & D. per employee under 65; \$25,000.00 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
 - Basic services: 80% 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 per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 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
 - 21 and over: \$300.00 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Long term disability insurance with 60% of earnings, maximum of \$1,500.00 per month, payable after 119 days until age 65.
- Emergency Travel Assistance
- EFAP (Employee Family Assistance Program) through Morneau Shepell

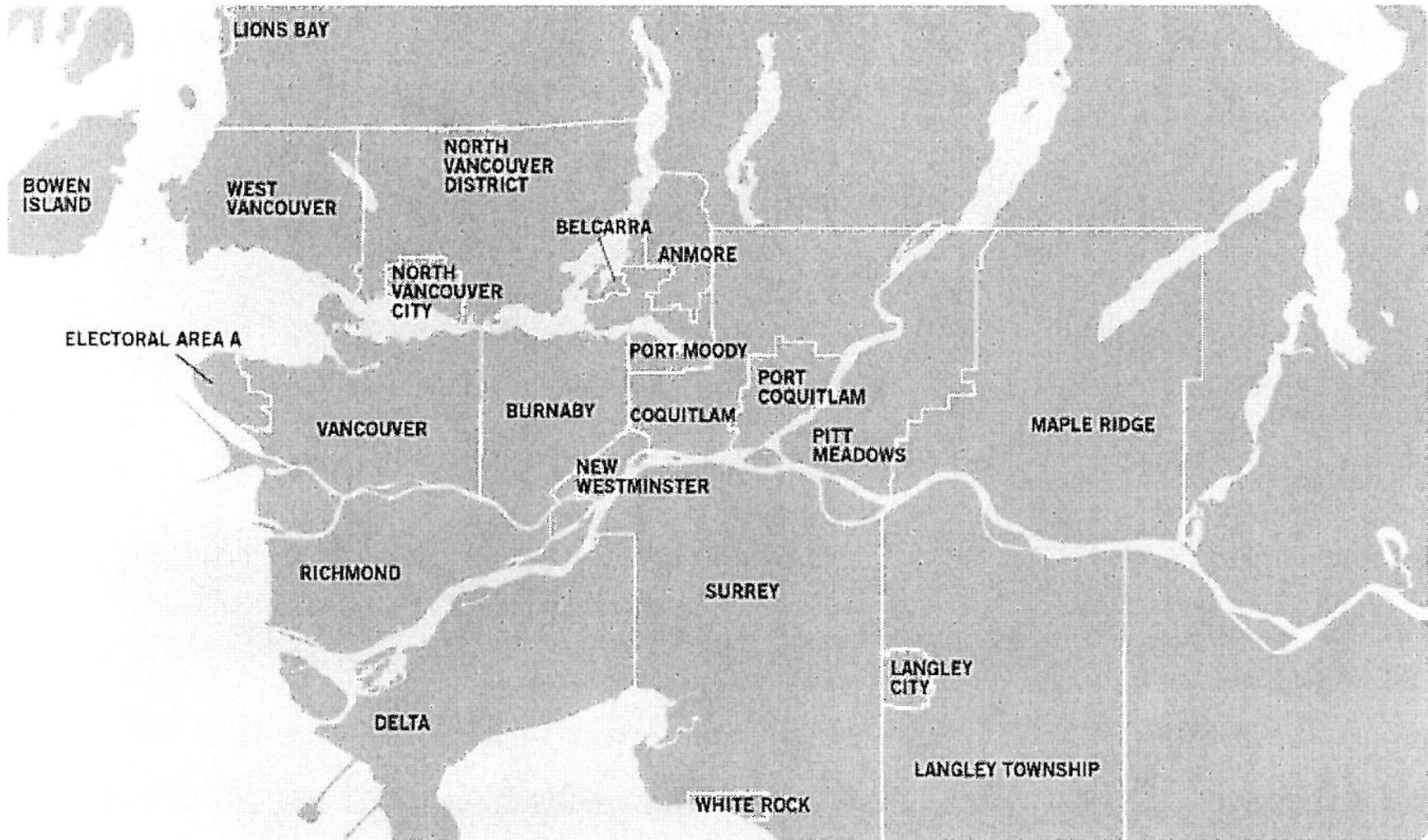
SCHEDULE "C"
CONSCIENTIOUS OBJECTOR STATUS

(This page does not form part of the collective agreement. It is for information purposes 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.

SCHEDULE "D"

Metro Vancouver shall be defined as per the following:



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 enroll?

You must make sure that your completed enrolment form is mailed to the CLAC Benefits Team. 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 the CLAC Benefits Team, for your hours to be processed, 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 Green Shield Canada with a completed claim form.

7. Can my dentist send claims directly to Green Shield Canada?

Yes. Your dentist can submit your claims electronically to Green Shield Canada.

8. Where do I get claim forms?

- *your union steward*
- *CLAC's website, www.clac.ca*
- *the nearest CLAC office*
- *the CLAC Benefits Team: 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 Green Shield Canada 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 Benefits Team 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 Benefits Team 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 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 Benefits Team if you have any questions.

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. This includes (but is not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Morneau Shepell at 1-844-880-9143.

BC Medical Questions

Who should I call about my B.C. Medical coverage?

Call your local CLAC office at 604-888-7220 or 1-800-331-2522.