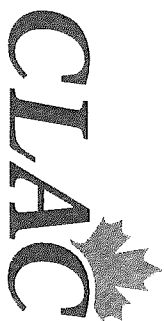
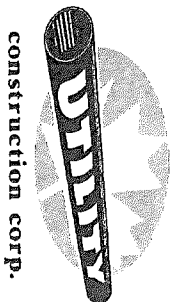


SITE AGREEMENT



**CANADIAN**



*and*

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

**AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF CANADA**



Christian Labour Association of Canada

# Our Commitment TO THE Workplace

*CLAC and its affiliated locals value our members' trust and pledge to serve them and promote their economic and social interests. We do so, guided by Christian principles about human relations and activities and commit to:*

## Integrity

- Deal fairly and honestly with all people
- Enforce the laws of workers and their employers
- Honour our commitments and obey the law

## Partnership

- Recognize the goals and interests both sides and identify, of labour and management
- Pursue the good of others and expect the same treatment from them
- Facilitate a workplace where labour and management can be compatible partners

## Fairness

- Treat all persons with respect and honor their dignity
- Advocate for and enforce workers' rights in labour law and under collective agreements
- Invest on all fair distribution of the wealth created by work

## Respect

- Strive to balance individual and collective interests in our representation
- Listen to and respect legitimate differences of opinion
- Honor the right of workers to freely choose union membership

## Community

- Work to reduce and resolve conflict between people
- Promote a balance between work, family, and other social responsibilities
- Increase public recognition of workers' contributions to society

CLAC

**SITE AGREEMENT**

**BETWEEN:**

**CANADIAN UTILITY CONSTRUCTION CORP.**

**AND:**

**CONSTRUCTION AND ALLIED WORKERS'  
UNION, LOCAL 68 AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

**June 1, 2011 – May 31, 2014**

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## SITE AGREEMENT

Between

**CANADIAN UTILITY CONSTRUCTION CORP.**  
(hereinafter referred to as "the Employer")

and

**CONSTRUCTION AND ALLIED WORKERS'  
UNION, LOCAL 68 AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**  
(hereinafter referred to as "the Union")

### ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:

- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates, and benefits 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 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 It is agreed that 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.

1.03 Any reference in this Agreement to the male gender will also include the female gender.

**ARTICLE 2 - RECOGNITION**

2.01 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.

2.02 This Agreement covers all employees of the Employer in British Columbia, the Yukon, and the Northwest Territories, save and except non-working supervisory personnel, and office and sales staff.

2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

2.04 The Union acknowledges that it is the function of the Employer to:

- a) manage the enterprise, including the scheduling of work and the control of materials and equipment;
- b) maintain order, discipline, and efficiency;

c) hire, direct transfer, promote, layoff, discipline, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause, will be subject to the Grievance Procedure as outlined in Article 21.

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

2.06 Subject to Article 2.05 above, non-bargaining unit employees or subcontracting firms shall not perform work covered by this Agreement if this should cause the layoff, transfer, or demotion of a member of the bargaining unit.

### **ARTICLE 3 - SCOPE**

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

3.02 The parties agree that

- Part 3, Wages, special Clothing, & Records
- Part 4, Hours of Work and Overtime
- Part 5, Statutory Holidays
- Part 7, Annual Vacation, and
- Part 8, Termination of Employment

of the *Employment Standards Act* form part of this Collective Agreement except those provisions specifically modified by this Agreement.

- 3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

#### **ARTICLE 4 – REPRESENTATION**

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

- 4.02 Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

- 4.03 The Union has the right to appoint or elect stewards. The number of Stewards shall not exceed one (1) Steward for every twenty-five (25) union employees unless mutually agreed upon by Union and Employer. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.

- 4.05 Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks.



- 4.06 The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the appropriate rate to a maximum of thirty two (32) hours. If applicable, subsistence allowance as per Article 14.05, including the cost of any B.C. Ferry ticket will also be paid by the Employer for the first four (4) days of negotiations. Meeting room rentals and expenses associated with the meeting room will be shared equally between the Employer and the Union.
- 4.07 The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.
- 4.08 Union Representatives shall have the right to visit at the location where employees are working subject to the following:
- a) The Union Representative shall identify himself to the job supervisor upon arriving at the job site.
  - b) Such visits shall not unduly disrupt the flow of work.
- 4.09 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 Union Representative shall be entitled to attend such meetings.

#### ARTICLE 5 – WORK STOPPAGES

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

interfere with the Employer's operation through its members; and

- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

#### ARTICLE 6 - UNION DUES

6.01 a) The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer 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.

6.02 The Union will promptly notify the Employer, in writing over the signature of its designated officer, of the amount of the deduction to be made by the Employer for regular union dues and the Union shall save the Employer harmless for all such deductions.

6.03 The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the twentieth (20th) 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.

6.04 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 employees' rates of pay, shall be forwarded to the Union twice yearly.

## ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

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

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

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

7.04 a) New employees will be hired on a ninety (90) working day probationary period. A written performance evaluation will be given to probationary employees after sixty (60) working days. The employee may request a review of the evaluation with a Shop Steward.

b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long-term employment. The parties agree that the discharge or layoff of a probationary employee because of skills,

- 7.05 Employees on probation are covered by this Agreement except those provisions that specifically exclude probationary employees.
- 7.06 The Union agrees that it will make membership in the union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the union.
- 7.07 Neither the Employer nor the Union will compel employees to join the union, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the collective agreement, whether or not they join the union.
- 7.08 A Steward shall be given ten (10) minutes off work to greet new employees on their first shift, or as soon as is practical, to discuss union membership with them.

**ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY**

- 8.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 8.02 Rates of pay on all "fair wage" projects shall be governed by the B.C. Fair Wage and Skills Development Policy.
- 8.03 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union. If no agreement is reached, either party may resort to the Grievance Procedure.

- 8.04 The Employer agrees to pay two (2) hours of wages in the event that the employee reports for work and is prevented from starting work due to any cause not within his control.
- 8.05 If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.
- 8.06 If the Employer bids on a job, the specifications of which call for the employment of some local labour, or the paying of prevailing rates of pay, or both, representatives of the owner of the project, of the Employer, and of the Union, shall meet to make a decision in regard to the employment of such labour, or in regard to the rates to be paid, or both.

**ARTICLE 9 - HOURS OF WORK AND OVERTIME**

- 9.01 The normal work week shall consist of five (5) eight- (8) hour working days, Monday to Friday inclusive, or by mutual agreement between the Employer, employee, and Union, the work week may be compressed to four (4) only ten- (10) hour work days at straight time.
- 9.02 Work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular rate of pay except for a compressed work week where overtime shall be adjusted accordingly. Work performed in excess of eleven (11) hours per day or forty-eight (48) hours per week (excluding daily overtime) shall be paid at the rate of two (2) times the regular rate of pay.
- 9.03 a) Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) 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.
- 9.04 There shall be two (2) paid rest periods (or coffee breaks) of ten (10) minutes' duration each, per 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. Employees who are required to work through their rest period and lunch breaks shall be paid at the appropriate rate of pay.
- 9.05 There shall be no regular work done on Sunday. If Sunday work is necessary, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.
- 9.06 Pursuant to Article 9.01, shift work shall be defined as eight (8) or ten (10) hours' work at other than normal working hours (see Article 9.08) on two (2) or more consecutive days.
- 9.07 Shift work shall be paid in accordance with the following:
- a) a shift commencing between the hours of 12:00 p.m. (noon) and 11:00 p.m., shall be paid at the rate of one hundred and ten percent (110%) of the regular rate;
  - b) a shift commencing between the hours of 11:00 p.m. and 6:00 a.m., shall be paid at the rate of one hundred and twenty percent (120%) of the regular rate.

No employee shall work more than one (1) shift in a twenty-four (24) hour period under the conditions of this Article.

9.08 Overtime work as a continuation of shift work shall be paid at the rate of one and one-half (1½) times the regular hourly rate for the first three (3) hours and two (2) times the hourly rate thereafter.

**ARTICLE 10 - VACATION AND VACATION PAY**

10.01 All employees hired before June 27, 2008, shall receive annual vacations, with pay, calculated at five percent (5%) of their gross annual earnings. All employees hired after June 27, 2008, shall receive annual vacations, with pay, calculated at four percent (4%) of their gross annual earnings. Any unused vacation pay shall be issued, each year, on or about November 15, and again on December 31.

10.02 After the completion of five (5) continuous years of service, all employees shall receive annual vacations, with pay, calculated at six percent (6%) of their gross annual earnings.

10.03 After the completion of ten (10) continuous years of service, all employees shall receive annual vacations, with pay, calculated at eight percent (8%) of their gross annual earnings.

10.04 Employees' requests for vacation shall be made in writing on a "Company Form" to their immediate supervisor, and a written reply shall be given by the authorizing supervisor within two (2) weeks of the request. If no written reply is given within the time period, the requested vacation shall be considered granted.

10.05 Vacation pay may be paid at the time the vacation is requested or upon two (2) weeks written notice from the employee.

10.06 The Employer will endeavour to grant vacations at the time requested, in the vacation season or period, considering business requirements.

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10.05 Vacation pay may be paid at the time the vacation is requested or upon two (2) weeks written notice from the employee.

10.06 The Employer will endeavour to grant vacations at the time requested, in the vacation season or period, considering business requirements.



**ARTICLE 11 - HOLIDAYS**

11.01 The Employer agrees to observe and pay the following ten (10) statutory holidays at regular hourly rates for eight (8) or ten (10) hours per day, depending on daily hours worked:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

Any additional statutory holidays declared by either the federal or provincial government shall be covered by the provisions of this Article.

11.02 a) Regular employees shall be eligible for paid statutory holidays following thirty (30) calendar days of employment.

b) Part-time and regular employees laid off within four (4) calendar weeks of a statutory holiday shall receive holiday pay proportionate to their actual time worked in the four (4) calendar weeks preceding the holiday.

11.03 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of one and one-half (1½) times the regular rate of pay in addition to his holiday pay.

11.04 If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, his following regularly scheduled workday shall be his statutory holiday, unless an alternate day is mutually agreed on between the Employer and the employee.

**ARTICLE 12 - LAYOFF AND PROMOTIONS**

12.01 When the Employer deems it necessary to reduce the working force, he shall inform the Steward(s) of the need for layoffs. When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer will consider the ability and quality of work and length of service of an employee.

Recalls from layoff shall be guided by the same consideration.

12.02 Any employee laid off and recalled for work must return within two (2) calendar days when unemployed and within seven (7) days when employed elsewhere, or make definite arrangements with the Employer concerning the date of his return. Employees shall inform the Employer if they should leave on vacation or be unavailable for recall during layoff.

12.03 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an employee to abide by safety regulations; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices. Such suspension or discharge is subject to the Grievance Procedure.

12.04 The Employer shall put up "Expressions of Interest" notices for a minimum of three (3) workdays, in a conspicuous place at the production board, including notice of all vacant positions, training positions, entry level positions and promotions. Any regular full-time employee of the Employer, covered by this Agreement may apply for the position, and will be given due consideration.

**ARTICLE 13 - TECHNOLOGICAL CHANGE**

- 13.01 The Employer shall notify the Union three (3) months in advance of his intent to institute material changes in production methods or facilities, which would result in retraining, layoff or termination of employees.
- 13.02 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 if available.
- 13.03 Employees whose employment is terminated because of technological change shall be entitled to severance pay of one (1) week's pay at regular straight time for each year of service with the Employer.
- 13.04 Any dispute in relation to adjustment to technological change must be referred to arbitration as provided for in Article 22.

**ARTICLE 14 - TRANSPORTATION, TRAVEL TIME, AND  
OUT-OF-TOWN JOBS**

- 14.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and subsistence 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.
- 14.02 For the purpose of this Agreement, the Employer's base of operation is defined as Bollinger road, Nanaimo; 3315 Smiley Road, Chemainus; Island Highway, Royston; 176 Street, Surrey; Vancouver or Burnaby, Chilliwack British Columbia; the job site; and any other yard opened by the Employer. It is understood that the Employer shall consult with the Union prior to opening yard sites other than those listed above.

14.03 There shall be a free travel zone of sixty (60) kilometre radius which applies from one of the respective offices to which the employee normally reports. Travel in excess of sixty (60) kilometres shall be paid at fort-five cents (\$0.45) per kilometre.

14.04 Travel Time

- a) On all projects, regardless of accessibility or isolation, where an employee transports an Employer's vehicle to and from a set marshalling point (e.g. Employer's shop); such employee will be paid a travel allowance at his regular rate of pay for actual time travelled. The driver of the Employer vehicle, in these circumstances, is considered to be working, driving an Employer vehicle and is compensated pursuant to Article 9.
- b) All Travel time on weekends or Statutory Holidays shall be paid as time worked.
- c) Daily travel allowance will be subject to agreement between the Employer and the Union for distant projects.

14.05 Subsistence Allowance

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 subsistence allowance of one hundred dollars (\$100.00) per day, to cover room and board and fifty-five dollars (\$55.00) for the last day of work.

Alternately, the Employer, at his discretion and at his expense, may provide room and board accommodation for the employees. Subsistence allowance per day may change, subject to agreement between the Employer and the Union, based on area and seasonal cost, with room cost based on two (2) employees per room.

14.06 For selected projects with peculiar geographic circumstances, the Employer may establish alternate or amended policies for transportation, travel, and room and board. Such alternate or amended policies will be established for the duration of the

project and will require the mutual agreement of the Employer and the Union.

**ARTICLE 15 - HEALTH AND WELFARE PROGRAM**

- 15.01 a) In order to protect the employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and thirty cents (\$1.30) per hour for all hours worked by all employees to the Health and Welfare Plan administered by the CLAC Health and Welfare Trust Fund. An outline of the Plan is listed in Schedule "B".
- b) The Employer further agrees to remit fifty-three cents (\$0.53) per hour for all hours worked by each employee to the CLAC BC Medical Plan Fund to cover the costs of the BC Medical Plan for all eligible employees.
- 15.02 a) Employees are eligible to receive coverage on the first of the month following three hundred fifty (350) hours worked. It is the responsibility of the employee to complete the enrollment form for the benefit plan, which is a condition of coverage.
- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee beyond the obligations specifically stipulated in this Agreement.
- 15.03 a) The Employer shall contribute fifty cents (\$0.50) per hour for all hours worked by each employee to the group RSP administered by the CLAC Health and Welfare Trust Fund,

which shall deposit same in an appropriate retirement savings account on each individual employee's behalf.

- b) All employees who have at least ninety (90) working days of continuous service with the employer have the option to contribute an additional forty-two and one half cents (\$.425) per hour to their RSP and the Employer will match the contribution, for a total of eighty-five cents (\$.85) per hour being contributed into the employees' individual RSP account.
- c) All employees who have at least one (1) year of continuous service with the employer have the option to contribute an additional fifty cents (\$.50) per hour to their RSP and the Employer will match the contribution, for a total of one dollar (\$1.00) per hour being contributed into the employees' individual RSP account.
- d) All employees who have at least one (3) years of continuous service with the employer have the option to contribute an additional sixty-five cents (\$.65) per hour to their RSP and the Employer will match the contribution, for a total of one dollar and thirty cents (\$1.30) per hour being contributed into the employees' individual RSP account.
- e) All employees who have at least one (5) years of continuous service with the employer have the option to contribute an additional eighty cents (\$.80) per hour to their RSP and the Employer will match the contribution, for a total of one dollar and sixty cents (\$1.60) per hour being contributed into the employees' individual RSP account.
- f) The Employer, when authorized by an employee, shall also cooperate in the deduction and remittance of further amounts as requested by the employee, in a manner agreed upon by the parties.

**ARTICLE 16 - TOOLS**

16.01 All tradesmen shall supply their own tools, except power tools.

16.02 The employees shall be held responsible for all tools issued to them by the Employer. The Employer shall provide adequate security for all tool storage on the site.

**ARTICLE 17 - SAFETY**

17.01 The Employer and employees agree to adhere to all relevant Workers' Compensation Board health and safety regulations.

17.02 The Employer will furnish employees with safety hats and rain gear, as well as safety glasses, 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.

17.03 The Employer agrees to provide sufficient coveralls or uniforms for all employees and will clean and maintain them.

17.04 All employees recalled after one (1) season's work (a minimum of ten [10] months' work) shall be eligible for an annual boot and glove allowance of two hundred dollars (\$200.00). Employees will be required to maintain safe and effective footwear. Failure to do so may result in disciplinary action.

17.05 The Employer agrees to pay half the cost of custom ear plugs to a maximum of forty five dollars (\$45.00) for all employees who have completed one year of service and once every three years thereafter.

**ARTICLE 18 - EDUCATION AND TRAINING FUND**

18.01 To further the training of union members, the Employer agrees to remit twelve cents (\$0.12) per hour, per employee, to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for union dues.

18.02 The parties shall equally bear the costs associated with printing and publishing the Collective Agreement.

**ARTICLE 19 - UNION-MANAGEMENT RELATIONS**

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

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

19.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings 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 this Collective Agreement. The areas for discussion shall include, but not be limited to:

- i) improving job site labour and material handling efficiency;
- ii) hiring policies;
- iii) discipline and discharge policies;
- iv) training and promotion;
- v) safety measures;
- vi) matters that affect the working conditions of the employees.

b) The Employer and the Union shall each appoint up to three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office.

19.03 A committee member attending Union-Management meetings during regular working hours shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of fifteen dollars (\$15.00) to a committee member for each meeting attended.

19.04 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.

19.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless abridged, delegated, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

19.06 The Union and the Employer may determine, on a project or site basis, if relief from an obligation is required to become competitive or if employee concerns have not been 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 20 - LEAVES OF ABSENCE

20.01 a) Effective June 1, 2008, the Employer will grant a three (3) day leave of absence with pay, to make arrangements for, and to attend the funeral of, the employees' parents, siblings, spouse or children. The Employer will grant a one (1) day leave of absence, with pay, to make arrangements for, and to attend the funeral of, the employees' grandparents or any in-laws.

The Employer may grant additional leaves of absence, without pay, for the following reasons, for a maximum period of one (1) month; subject to the operational needs of the Employer:

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

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

b) Requests for leaves of absence for educational purposes, subject to conditions outlined in Article 20.01(a), shall be negotiated between the Employer and the employee. In the event of a dispute, the request for leave shall be reviewed and decided by the Union-Management Committee established in Article 19.

- 20.02 The above shall not preclude extensions for education pertinent to the job, 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 21 - GRIEVANCE PROCEDURE**

- 21.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the Grievance Procedure in the manner set out below.
- 21.02 **INFORMAL PROCEDURE** – As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 21.03 The parties to this Agreement recognize that Union Representatives and the union stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 21.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than 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.
- 21.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. Either party may submit a Policy Grievance directly to Arbitration under Article 22,

bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

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

21.07 Step 1  
A grievance shall be submitted to the Employer in writing within five (5) work days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the griever and the Union Representative within five (5) work days of the day on which the grievance is submitted.

21.08 Step 2  
If the grievance is not resolved at Step 1, a Union Representative may, within five (5) work days of the decision under Step 1 or within five (5) work days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the griever and the Union Representative within three (3) work days of the day on which the Step 2 grievance is submitted.

#### ARTICLE 22 - ARBITRATION

22.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

- 22.02 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.
- 22.03 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.
- 22.04 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.
- 22.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 22.06 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.
- 22.07 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 21 and 22 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 22.08 An employee found to be wrongfully discharged or suspended will be reinstated with back pay, less any monies earned, or by any

other arrangement which is just and equitable in the opinion of the Arbitrator.

22.09 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.

22.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

22.11 The parties will equally bear the expense of the Arbitrator.

22.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

**ARTICLE 23 - DISCHARGE, SUSPENSION, AND WARNING**

23.01 If, after an appropriate number of verbal warnings, an employee's attitude or performance fails to improve and a warning of record is necessary, the Employer shall issue a written warning, and a copy of the warning will be forwarded immediately to a Union Representative and a Union Steward.

23.02 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an employee to abide by safety regulations; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices. 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 24 - DURATION**

24.01 This Agreement shall be effective the first (1st) day of June, two thousand eleven (2011), and shall remain in effect until the thirty-first (31st) day of May, two thousand fourteen (2014), and for further periods of one (1) year, unless either party shall give notice of the desire to delete, change, or amend any of the provisions contained herein, within the period from ninety (90) to thirty (30) 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.

On or before June first (1<sup>st</sup>), two thousand twelve (2012), the parties will meet to engage in a wage and benefit review process.

A wage and benefit review will consist of reviewing only the following items:

- Base Rates of Pay
- Vacation and Statutory Holiday percentage
- Health and Welfare Premium
- RSP percentage
- BC Medical premium
- Education and Training Fund percentage
- Sections that relate to premiums

If the parties to the Agreement are unable to reach a settlement, any outstanding items may be submitted to binding arbitration.

24.02 Until a new Agreement has been concluded, all provisions in this Collective Agreement shall remain in full force and effect.

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



**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES**  
 Effective June 1, 2011

<b>Classification</b>	<b>Base Wage</b>
<b>Labourer</b>	
Probation	\$17.19
Post-Probation - 12 months	\$18.58
12 months +	\$20.31
<b>Truck Driver</b>	
0 - 12 months	\$22.57
thereafter w/ Class 1	\$24.42
Boom Truck Operator	\$26.14
<b>Equipment Operator</b>	
Trainee 0 - 12 months	\$22.57
13 - 24 months	\$24.02
25 - 36 months	\$26.21
36 months +	\$28.39
135 Excavator Operator premium	\$0.75
200 Excavator Operator premium	\$1.25
<b>Hydro Vac Operator</b>	
0-6 Months	\$24.56
6-18 months	\$26.50
Experienced 18 months +	\$27.65
<b>Small Equipment - Saw Cutter, Skid Steer, Roller</b>	
0-6 Months	\$22.12
6-18 months	\$23.55
Experienced 18 months +	\$24.10
<b>Fuser</b>	
0 - 3 months	\$20.39
4 - 12 months	\$21.86
12 months +	\$22.56

**CLASSIFICATIONS AND HOURLY RATES**

<b>Welder - Oxy/Acet</b>	
0 - 3 months	\$23.56
4 - 12 months	\$24.79
12 months +	\$26.19
<b>B Ticket New</b>	\$30.60
<b>B Ticket Experienced</b>	\$33.66
<b>Pipe Fitter 'B' ticket</b>	
New Ticket 0 - 6 months	\$25.50
Experienced 0 - 6 months	\$26.80
Experienced 6 months +	\$30.05
Experienced Lead Hand	\$34.65
<b>Pipe Fitter 'C' ticket</b>	
0 - 6 months	\$22.89
Experienced	\$24.11
<b>Pipe Fitter Apprentice</b>	
0 - 3 months	\$16.85
4 - 12 months	\$17.85
<b>Traffic Control Tech</b>	
TCP 0 - 6 months	\$14.94
TCP 7 months +	\$16.39
Lane Closure Tech	\$18.66
Traffic Planner	\$20.35
<b>One Call Locate Tech</b>	
Junior Locate Tech 1	\$18.42
Junior Locate Tech 2	\$19.42
Intermediate Locate Tech 1	\$20.72
Intermediate Locate Tech 2	\$22.05
Advanced Locate Tech 1	\$24.50
Advanced Locate Tech 2	\$25.50
District Supervisor	\$28.00

## GENERAL

1. Foreman Premium  
Foremen in charge of a project will be paid a salary based on the top operator's rate plus a minimum premium of fifty cents (\$0.50) per hour. The premium amount payable shall be dependent on the complexity of the project and the number of workers supervised. In addition, all Foreman will be asked to sign a Letter of Understanding which explains the other conditions the Foreman will serve under. The Union will receive a copy of all such letters.
2. Course Fee Reimbursement  
The cost of course fees shall be incurred by the Employer. Reimbursement shall be provided upon submission of receipts
3. Moonlighting  
Unless authorized by the Employer, employees shall not moonlight or perform work in competition with the Employer. Violations of this provision will lead to discipline.
4. A daily crew time sheet will be kept to record the number of hours worked each day. At or near the end of each shift, the employees' hours will be recorded on the time sheet by the supervisor. The employee will be asked to verify the accounting by reading the time sheet and signing it by the next working day. In addition, space will be provided on the time sheet to indicate if the employee was injured on the job that day. It is the responsibility of each employee to ensure that the information recorded on the time sheet is correct before signing it.
5. Traffic Control employees, when using their own personal vehicles to transport equipment (signs, etc) to and from the job site, shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on that day. Traffic control employees will also receive an additional forty five cents (\$0.45) per kilometre for all travel between job sites during the day. The

mileage rate does not apply for any travel to the job site at the beginning of the shift or travel from the job site at the end of the shift.

Schedule 'A'

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**SCHEDULE "B"**  
**OUTLINE OF INSURANCE PLAN COVERAGE - GOLD PLUS**

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

1. \$60,000.00 life insurance per employee under age 65; \$30,000.00 per employee between the ages of 65 and 75;
2. \$60,000.00 A.D. & D. per employee under age 65; \$30,000.00 per employee between the ages of 65 and 75;
3. Dental plan at the latest fee schedule available:  
Basic Services: 100%, up to \$2,000.00 per person annually  
Comprehensive: 50%, up to \$2,000.00 per person annually  
Orthodontic: 50%, up to \$3,000.00 lifetime maximum per person under 19
4. Prescription drug plan for employee and family at 80% up to \$2,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
5. Optical insurance for employee and family:  
Under 21: \$300.00 per year  
21 and over: \$300.00 every two years
6. Extended health coverage for employee and family: coverage includes, but is not limited to Traveler's Insurance, physiotherapist, massage therapist, acupuncturist, podiatrist, chiroprapist, naturopath, and chiropractor. Check Plan for specific coverage amounts and eligibility;
7. Semi-private hospital coverage, with no deductions, for employee and family;

8. Weekly indemnity insurance (to age 75) with sixty percent (60%) of maximum earnings to a maximum of \$468.00 per week. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident or hospitalization, and the fourteenth (14<sup>th</sup>) day of sickness, for a maximum of one hundred nineteen (119) days; and
9. Long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, payable after one hundred nineteen (119) days until age 65.
10. Emergency Travel Assistance
11. EFAP (Employee Family Assistance Program) through Ceridian LifeWorks

**SCHEDULE "C"  
CONSCIENTIOUS OBJECTOR STATUS**

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

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

Schedule "C"

## 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 enrollment form is mailed to the CIAC 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 the CIAC Benefit Administration Office, for the 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.*
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- 8. Where do I get claim forms?**
- your union steward
  - CIAC's website, [www.clac.ca](http://www.clac.ca)
  - the nearest CIAC office
  - the CIAC 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 CIAC 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 office for processing.*
- 12. Does my CIAC 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 CIAC 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 CIAC 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. 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 Certian LifeWorks at 1-866-714-3129.*

## RRSP Questions

- 1. Where is my RRSP set up?**  
*At Great-West Life.*
- 2. How can I contact them?**  
*Contact Great-West by phone at 1-800-724-3402 or via their website at [www.rtsaccess.com](http://www.rtsaccess.com).*
- 3. How is my account established?**  
*Your account is opened once the CIAC Benefit Administration office has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.*
- 4. When is my account registered?**  
*Your account is registered once Great-West Life receives your completed application form (included in your new employee package). Registration of the account enables Great-West Life to issue a receipt for income tax purposes at the end of the year.*

## BC Medical Question

**Who should I call about my B.C. Medical coverage?**  
*Call your local CIAC office at 604-888-7220 or 1-800-331-2522.*

## PHONE • FAX NUMBERS

CLAC Offices (Western)	PHONE	FAX
Fort St. John	250-785-5005 800-331-2522	250-785-5006
Kelowna	250-868-9111 866-757-2522	250-868-9192
Langley	604-888-7220 800-331-2522	604-455-1565
Tumbler Ridge	800-331-2522	250-242-2398
Vancouver Island	800-331-2522	
Benefit Office (Western)	888-600-2522	780-451-3976
Benefit Office (Eastern)	800-463-2522	905-945-7200
BC Training Centre	604-888-7220 800-331-2522	604-455-1565
Group Retirement Services	800-724-3402	
Ceridian LifeWorks	866-714-3129	

## USEFUL WEBSITES

CLAC Offices, Programs [www.clac.ca](http://www.clac.ca)

W/CB [www.WorkSafebc.com](http://www.WorkSafebc.com)

Christian Labour Association of Canada

Local 44, 56, 62, 66, 67, 68 & 501

19955 81A Ave, Unit 100  
Langley, BC V2Y 0C7  
Telephone: 604-888-7220  
Toll Free: 800-331-2522  
Facsimile: 604-455-1565  
Website: [www.clac.ca](http://www.clac.ca)  
[langley@clac.ca](mailto:langley@clac.ca)

2040 Springfield Rd, Unit 105  
Kelowna, BC V1Y 9N7  
Telephone: 250-868-9111  
Toll Free: 866-757-2522  
Facsimile: 250-868-9192  
Website: [www.clac.ca](http://www.clac.ca)  
[kelowna@clac.ca](mailto:kelowna@clac.ca)

Affiliated with the International Trade Union Confederation (ITUC)