

LNS Construction Agreement

BY AND BETWEEN:

**Construction Labour Relations Association of BC ("CLR")
on its own behalf and on behalf of LNS Services, a Division of Lexspan LP
(hereinafter called the "Company")**

AND:

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union
(United Steelworkers) Local 1-1937
AFL – CIO – CLC
(hereinafter called the "Union")**

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PREAMBLE

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining; establish uniform and fair wages, hours and working conditions for all employees of the Company covered by the terms of this Agreement; to prevent strikes and lockouts by peaceful adjustment of all grievances and disputes which may arise between Company and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property.

It is recognized by this Agreement to be the duty of the Company and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference.

The Company and the Union agree that any form of discrimination under the prohibited grounds of the BC Human Rights Code shall not be tolerated in the workplace.

ARTICLE 1.00 – BARGAINING AGENCY

- 1.01 The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company except confidential employees, office employees and those employees with the authority to hire or discharge.
- 1.02 The union recognizes CLR as the sole bargaining agent for the Company.
- 1.03 It is understood that a Superintendent is not a member of the bargaining unit, and has the authority to hire, fire and discipline employees.
- 1.04 It is agreed that foremen are members of the bargaining unit and do not have the right to hire, fire, or make effective recommendations on these matters.
- 1.05 It is agreed that foremen are required to abide by the provisions of the collective agreement and applicable policies which may include participating in or leading investigations. Foremen shall not make effective recommendations on disciplinary matters.
- 1.06 It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in this agreement.

- 1.07 The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause 1.06 herein.
- 1.08 The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between Company and employee.
- 1.09 The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification that they will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.
- 1.10 Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by written permission which will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company.

ARTICLE 2.00 – FOREST INDUSTRY CONSTRUCTION

- 2.01 Work undertaken within the Forest Industry shall be governed by the Coast-FIR USW construction agreement.

ARTICLE 3.00 – CONTINUITY OF WORK

- 3.01 In accordance with the Labour Code, during the term of this Agreement there shall be no lockout by the Company, nor shall there be any strike or withdrawal of services on the part of the Union or any of the employees. Refusal of employees to cross a legal picket line shall not be a violation of this clause.
- 3.02 The Parties to this Agreement expressly agree that there will be no activity within the meaning of Article 3.01 threatened, declared, authorized, counseled, aided or brought about on its part.
- 3.03 In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.
- 3.04 The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.
- 3.05 The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

ARTICLE 4.00 – UNION SECURITY

- 4.01 The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and will provide all new employees with a copy of this collective agreement.

Union Shop

- 4.02 Each employee shall, at the time of hiring and as a condition of employment or continued employment become a member of the Union and maintain membership therein.

Maintenance of Membership

- 4.03 Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

Discharge of Non-members

- 4.04 Any employee who fails to maintain their membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain their membership.

Union Membership

- 4.05 No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of Local 1-1937.

- 4.06 Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

- 4.07 The Company shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the forms to be supplied by the Union. Said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

- 4.08 The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee. The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction. Such deduction shall appear on each employee's annual Statement of Remuneration (T4).

- 4.09 The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs

- 4.10 The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties.

ARTICLE 5.00 – JOB STEWARDS

- 5.01 The Company agrees that the Union has the right to appoint Job Stewards on any job. The Union shall inform the Company of the appointment of Job Stewards.
- 5.02 It is understood that the execution of their union functions shall not interfere with the normal patterns of work. If this is not possible, a Job Steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a Job Steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the Job Steward shall notify their supervisor.

ARTICLE 6.00 – OCCUPATIONAL HEALTH AND SAFETY

- 6.01 The Company and Union agree that the health and safety of all employees is of utmost importance.

Right to Refuse Unsafe Work

- 6.02 In accordance with the Occupational Health and Safety Regulations, Section 3.12 of the Regulations, and applicable Company policies, an employee has the right to refuse unsafe work. Where the Company offers the work to another employee, the Company will inform the employee that the work was subject to work refusal and the rationale of the refusal. This employee also has the right to refuse to do the work if it is unsafe.
- 6.03 The Company shall maintain a Joint Occupational Health and Safety Committee in accordance with the Occupational Health and Safety Regulation.
- 6.04 The general duties of the Joint Occupational Health and Safety Committee shall be as directed by the Workers Compensation Act and Occupational Health and Safety Regulation.
- 6.05 The Company will pay straight-time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Joint Occupational Health and Safety Committee meetings outside of working hours.
- 6.06 The rate to be paid to employee members shall be the employee's regular straight-time job rate.

Meetings During Work

6.07 Where Joint Occupational Health and Safety Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

Investigations

6.08 In the case of a fatal accident, the Joint Occupational Health and Safety Committee shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

Cessation of Work

6.09 Any one or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination, refrain from working the balance of the shift.

Accidents During Shifts

6.10 An employee who is injured at work and who is taken to a doctor or hospital, and cannot return to work that day, shall be paid their regular straight time wages for the shift.

Safety Equipment

6.11 Where the following articles of equipment are required to be used by the Company or by provisions of the Occupational Health and Safety Regulation, the Company shall:

- a) Supply new employees with the articles of equipment as required.
- b) Replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

- | | |
|------------------------|-------------------------|
| 1. Aprons | 5. Dust Protection Mask |
| 2. Hard hats | 6. Gloves |
| 3. Welding goggles | 7. Eye Protection |
| 4. Flotation Equipment | 8. Ear Protection |

c) Replace gloves as required at no cost to the employee, only when they are presented worn or damaged beyond repair, otherwise the replacement will be at the expense of the employee.

d) Supply employees moving to another project with the articles of equipment they require and have not been supplied with previously.

6.12 The Company shall be required to make available rain gear at cost to those employees who are required to wear such clothing.

6.13 The Company shall provide and maintain coveralls at the company's cost. Coveralls will be replaced as required when they are presented worn or damaged beyond repair.

- 6.14 The Company shall provide personal lock-out locks to those employees who require them. In the event an employee does not return their lock-out lock at the end of their assignment or employment (whichever is appropriate), the Company shall be entitled to deduct the cost of the lock from the employee's pay.

ARTICLE 7.00 – HOURS OF WORK

- 7.01 Any employee who is called for work and on reporting finds no work available due to reasons beyond their control shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice cancelling said call.
- 7.02 In the event that an employee commences work on their shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where their work is suspended because of inclement weather or other reasons completely beyond the control of the Company, when two (2) hours must be paid.
- 7.03 The normal work week will be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Friday or Tuesday to Saturday.
- 7.04 Rate and one-half will be paid for any hours worked over eight (8) hours per day and forty (40) hours per week. Hours worked in excess of 11 hours per day shall be paid at double time rate.
- 7.05 An employee working a Monday to Friday work week who are required to work Saturday shall be paid one and one-half times (1.5X) their straight-time rate of pay for the first eight hours worked on Saturday. An employee who is required to work Sunday shall be paid two times (2X) their straight-time rate of pay for all hours worked.

In the event the changes to hiring in Article 18.03 are not renewed, the requirement to work five (5) shifts for forty (40) hours or more during the proceeding six (6) days will be reinstated effective the same date as the expiration of the changes to Article 18.03.

- 7.06 An employee working a Tuesday to Saturday work week on construction projects who are required to work on Sunday shall be paid one and one-half times (1.5X) their straight-time rate of pay for all hours worked on Sunday. An employee who is required to work on Monday shall be paid two times (2X) their straight-time rate of pay for all hours worked.

In the event the changes to hiring in Article 18.03 are not renewed, the requirement to work five (5) shifts for forty (40) hours or more during the proceeding six (6) days will be reinstated effective the same date as the expiration of the changes to Article 18.03.

- 7.07 The provisions of 7.05 and 7.06 above will also apply to work performed on a Statutory Holiday.
- 7.08 For purposes determining 5 shifts within a 6 day period, a Statutory Holiday shall be considered a shift worked.

- 7.09 If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half, except as provided in Article 7.06 above.
- 7.10 All other overtime hours, including all hours worked in excess of eight (8) hours on a Saturday, all hours on Sunday, and all hours worked on statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.
- 7.11 Employees may forego scheduled overtime if there are extenuating circumstances or if they provide a minimum of two (2) working days notice to their immediate supervisor.
- 7.12 When work is in progress and overtime is required during a shift for critical path work, employees will be required to work the necessary overtime. An employee must notify their immediate supervisor if they are unable to work the overtime due to extenuating circumstances.
- 7.13 Nothing in this agreement shall be construed as guaranteeing to any employee any number of hours of work per day or per week.

Rest Periods, Hot Meals

7.14 Hot Meals

- a) A hot meal shall not be provided on scheduled shifts of twelve (12) hours or less.
- b) A hot meal shall be provided on scheduled shifts in excess of twelve (12) hours. This meal shall be consumed during a thirty (30) minute meal break to be paid at applicable rates.
- c) A hot meal shall be provided on shifts with unscheduled overtime of more than two (2) hours. This meal shall be consumed during a thirty (30) minute meal break to be paid at applicable rates.
- d) The choice of a hot meal or a payment in lieu of twenty-three (\$23.00) dollars or the amount specified by CRA as reasonable shall be at the discretion of the Company provided that a hot meal shall be the default option unless the provision of a meal is impractical.

7.14 Rest Breaks

- a) Two (2) rest breaks of ten (10) minutes duration shall be provided during a scheduled eight (8) or nine (9) hour shift. Two (2) rest breaks of fifteen (15) minutes duration shall be provided during a scheduled shift of ten (10) hours or greater.
- b) Rest and meal breaks will be taken at a regular lunchroom or suitable enclosed, weather proof, clean heated area. For jobs with four (4) or more workers, a designated lunch room shall be provided.

7.15 Meal Breaks

- a) On scheduled shifts of ten (10) hours or less a single unpaid thirty (30) minute meal break shall be provided.
- b) On scheduled shifts in excess of ten (10) hours, a second thirty (30) minute meal break shall be provided at the 2/3 point of the shift. This meal break shall be paid at the applicable rates.
- c) On scheduled shifts of ten (10) hours which are extended by less than or equal to two (2) hours of overtime, a second thirty (30) minutes meal break shall be provided at the ten (10) hour mark. This meal break will be paid at the applicable rates.

ARTICLE 8.00 – COMPRESSED SCHEDULE

- 8.01 The Company has the right to implement a compressed work schedule.
- 8.02 The parties recognize the need for flexibility of hours other than those referred to in Article 7.00 for the express purpose of better utilization of employees and equipment, and to increase business efficiency.
- 8.03 Ten (10) straight time hours shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- 8.04 Workers requested to report for shift work shall be notified a minimum of forty-eight (48) hours in advance of reporting time.
- 8.05 Where a compressed work week is in effect per Article 8.01, shifts will be:

Day Shift	7:00 a.m. to 5:30 p.m. (10 hours worked at straight time)
Night Shift	5:30 p.m. to 4:00 a.m. (10 hours worked at straight time).
- 8.06 Starting and stopping times may be varied by two hours earlier or later than the normal at the Company's discretion and other such times that are mutually agreed.
- 8.07 One and one-half of the straight time hourly wage rate shall be paid for the first ten (10) hours worked in excess of the normal weekly hours of the established schedule.
- 8.08 One and one-half of the straight time hourly wage rate shall be paid for all hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company and the employee has not worked at least forty (40) hours.
- 8.09 All other overtime hours, including all hours worked in excess of ten (10) hours on a Saturday, all hours worked on Sunday and all hours worked on statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

ARTICLE 9.00 – TEMPORARY PROJECT SPECIFIC EMPLOYEES

Temporary Project Specific Employees

- 9.01 Temporary project specific employees may be hired to meet contractual requirements, to address local hiring requirements, to alleviate traditional obstacles to employment faced by defined groups, and to meet temporary employee shortages.
- 9.02 Temporary project specific employees shall be defined as those employees outside the Company's regular employees who are employed on a project specific basis to supplement the Company's regular employees.
- 9.03 Temporary project specific employees may be recruited to perform the project specific work from other building trade Unions and/or other sources.
- 9.04 Temporary Project Specific Employees must possess the required skill and ability to safely and efficiently perform the required job tasks.
- 9.05 Temporary Project Specific employees must become members of the Union.
- 9.06 Temporary Project Specific employees are hired for a specific time period for work on a specific project under a defined employment contract. At the end of the period, the temporary project specific employee is terminated. Provisions of this collective agreement cease to apply to terminated temporary project specific employees.
- 9.07 The Company acknowledges that this Article does not change their current policy of hiring permanent employees where practical.

ARTICLE 10.00 – WAGES

- 10.01 The wage rates for all categories shall be as provided for in Appendix 1.
- 10.02 A shift differential of twelve percent (12%) of an employee's regular rate shall apply for all hours worked on a night shift. This shift differential shall not apply on hours worked that are paid at overtime rates. A night shift shall be defined as any shift which commences after 3:00 PM and before 6:00 AM.
- 10.03 Foremen shall be paid a premium of 12% of occupational straight time rate for hours worked as a Foreman.
- 10.04 Chargehands shall be paid a premium of 6% of occupational straight time rate for hours worked as a chargehand.
- 10.05 Where the Company dispatches five (5) or more employees to a job, one journeyman will be paid the foreman rate. Where the Company dispatches three (3) or four (4) employees to a job,

one journeyman will be paid the chargehand rate. These requirements to appoint a foreman or chargehand will not apply where there is a Superintendent fulfilling this role.

10.06 The Company will pay the cost of training and retraining for Industrial First Aid Certificates including lost time wages to designated duty First Aid Attendants.

10.07 Upon attaining first aid certificates as required by WorkSafe BC, the following premiums shall be paid when working as a designated First Aid Attendant:

Level 2 – Fifty cents per hour (\$0.50)

Level 3 – Eight Five cents per hour (\$0.85)

It is understood that the designated First aid Attendant must be working their regular classification duties unless instructed otherwise by their supervisor.

10.08 When finishing cement, labourers will be paid the uncertified journeyworker rate.

10.09 Upon obtaining and holding a current certification to operate mobile equipment, labourers will be paid a fifty cents per hour (\$0.50) premium.

10.10 An underground premium shall apply where employees are required to work their entire shift in an underground mine, penstock or similar location and not return to the surface for coffee or meal breaks. Employees working in these circumstances shall receive their regular rate plus ten percent (10%).

10.11 A certified journeyperson who holds a second or subsequent Red Seal (Interprovincial) Trade certification that is relevant to the Company's work shall be paid a premium of \$1.00 per hour worked.

10.12 Where the Company directs a welder to obtain a special ticket, or directs an employee to attend supervisory training, reasonable costs including lost time wages will be paid by the Company. It is understood that only Welders holding an "A" or "B" level welding certificate will be recognized as certified Journeyworkers.

10.13 Hours which are credited to employees for purposes of the Pension Plan shall be recorded on each pay cheque.

10.14 The Company shall provide for pay days at least once every two (2) weeks and each employee shall be furnished with an itemized statement of earnings and deductions for the current pay period.

10.15 In the event an error on a paycheque with a total value of less than or equal to four (4) hours of the employees straight time pay is identified, it will be corrected on the next regular paycheque. In the event an error with a value in excess of four (4) hours of the employees straight time pay is identified, it will be corrected in a special pay run the Friday following the original payday, provided the error is brought to the attention of the Company early enough that it can be reviewed and corrected prior to the close of business on the Tuesday following the original payday.

ARTICLE 11.00 — STATUTORY HOLIDAY, AND VACATION PAY

- 11.01 The annual vacation pay for an employee working under this Agreement shall be six percent (6%) of the employee's total earnings. This shall represent three weeks annual vacation. Total earnings are defined as wages earned.
- 11.02 All vacation pay owing will be paid upon termination
- 11.03 Statutory Holidays shall be New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day of Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 11.04 If a Statutory Holiday(s) falls on a Saturday or Sunday, the closest following work day(s) will be observed. If non-standard schedules have been agreed upon, a Statutory Holiday may be observed on another day in a week other than the week in which it occurs.
- 11.05 Annual Statutory Holiday pay for an employee working under this Agreement shall be six percent (6%) of the employee's total earnings. Total earnings are defined as wages earned.
- 11.06 For Temporary Project Specific and Probationary employees, Statutory Holiday and Vacation Pay shall be calculated at the rate of eight percent (8%) combined of all hours worked on a straight-time basis on each pay cheque.
- 11.07 Annual vacation pay and statutory holiday pay will be paid on each paycheque.
- 11.08 With respect to annual vacations the following provisions will apply:

One to Two Years' Service

The annual vacation for employees in their second (2nd) year of service covered by this Agreement shall be two (2) weeks.

Two to Seven Years' Service

The annual vacation for employees during their third (3rd) up to and including the seventh (7th) year of service covered by this Agreement shall be three (3) weeks.

Eight to Fifteen Years' Service

The annual vacation for employees during their eighth (8th) up to and including the fifteenth (15th) year of service covered by this Agreement shall be four (4) weeks.

Sixteen to Twenty-four Years' Service

The annual vacation for employees during their sixteenth (16th) up to and including the twenty-fourth (24th) year of service covered by this Agreement shall be five (5) weeks.

Twenty-five to Twenty Nine Years' Service

The annual vacation for employees during their twenty-fifth (25th) up to and including the twenty-ninth (29th) year of service covered by this Agreement shall be six (6) weeks.

Thirty Years' Service

The annual vacation for employees during their thirtieth (30th) year of service or more covered by this Agreement shall be seven (7) weeks.

- 11.09 Approval for vacation requests must be obtained from the Company by submitting a request which provides reasonable notice for the Company to evaluate the request. The Company will not unreasonably deny submitted vacation requests.

ARTICLE 12.00 – LOCAL TRAVEL

- 12.01 Compensation for travel costs is based on the principle of reimbursement of expenses.
- 12.02 Employees shall be responsible for their own transportation and shall be at the job site at starting time.
- 12.03 The Metro Vancouver free zone shall include that part of the Lower Mainland bounded by the Canada / U.S. border on the south, east to include the Chilliwack district and to the Agassiz / Rosedale Bridge, north to include Mission, Pitt Meadows, Port Coquitlam, through to Horseshoe Bay and west to include the University Endowment Lands.
- 12.04 Employees required to commute daily outside the free travel zone will be paid a daily travel expense of fifty-nine cents (\$0.59) per kilometer or the amount specified by CRA as reasonable each way by the most direct route to and from the job when they use their personal vehicle.
- 12.05 Daily travel expenses will not be paid to an employee who does not start work or who leaves the job of their own volition prior to completion of the shift. Should the employee leave the job due to illness, injury or other legitimate reason, they will be paid the daily travel expense.
- 12.06 Employees reporting for work at the call of the Company, where no work is available, shall receive daily travel expenses.
- 12.07 An employee will only be paid a travel allowance once each day for travel expenses.
- 12.08 Daily travel allowance shall not apply when employees are employed at the Company's permanent place of operation.

ARTICLE 13.00 – OUT OF TOWN WORK

- 13.01 The Company has the sole prerogative of determining whether or not a job is an out-of-town job. It is the intent that the Company has the option of the most economic method.
- 13.02 Payments under this section shall be paid to the employee with their next regular paycheque. In the event of an error relating to these payments such error shall be subject to the process outlined in Article 10.15.

Travel

- 13.03 Travel expenses, in accordance with this clause, shall apply only to work outside of the free zone defined in Article 12.03, for non-bona-fide residents.
- 13.04 The Company shall pay an initial and terminal travel allowance of fifty-nine cents (\$0.59) per road kilometer or the amount specified by CRA as reasonable, via the most direct route, to any employee who is directed or dispatched to an out of own project. Required ferry fares will be reimbursed upon production of receipts. In order to be eligible for the payment of the initial and terminal travel allowance, an employee must drive their personal vehicle to the out of town project.
- 13.05 The initial and terminal travel allowance shall be calculated based on the actual distance the employee travels to get to the project and shall be calculated per road kilometer via the most direct route.

Local Residents

- 13.06 To qualify for travel allowance to an out of town job, the employee must not be a bona fide local resident.
- 13.07 A bona fide local resident will be defined to mean any person residing in their primary residence within one hundred (100) kilometers by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry and road kilometers for a period of ninety (90) days prior to the Company's commencement on the project in said location.
- 13.08 Local residents shall not be eligible for LOA or room and meal allowance.
- 13.09 Local residents required to commute daily shall be paid a daily travel expense of fifty-nine cents (\$0.59) per kilometer or the amount specified by CRA as reasonable each way by the most direct route to and from the job for travel beyond forty (40) kilometers from the job site as measured by the most direct route from the employee's residence to the site when they use their personal vehicle.

Air Travel

- 13.10 When employees travel by air transportation, the Company shall arrange and pay for air transportation, including taxes and ground transportation at the destination. The Company may require receipts to reimburse employees for transportation expenses related to air transportation not paid by the Company. The air carrier and grade of ticket shall be at the discretion of the Company. The Company will pay up to twenty five dollars (\$25.00) to each employee who turns in a receipt for travel expenses or one half (½) hour straight time pay to an employee who does not turn in a receipt each way to cover costs related to ground transportation to and from the departure airport.
- 13.11 Where the Company provides air transportation to an out of town job the Company will also make arrangements for daily travel from the employees' accommodation to and from the job.
- 13.12 Travel allowance shall not apply when employees travel by air transportation.

- 13.13 When an employee is sent to an out of town job and work is not available for the employee on arrival or any period thereafter, the Company may return the individual to their point of dispatch or require the employee to remain in anticipation of work.
- 13.14 If the Company directs the employee to return to their point of dispatch, the employee shall be paid wages in keeping with the provisions of Articles 7.01 or 7.02 as applicable.
- 13.15 If the Company directs the employee to remain on site in anticipation of work, they shall be paid their regular rate of wage for their scheduled shift(s). The Company may send such employee back to the place of dispatch. In this event, travel allowance shall be paid by the Company.
- 13.16 No other payment or reimbursement will be provided by the Company for the employee's travel or time to and from out of town projects as defined by the collective agreement.

Living Out Allowance

- 13.17 Living out allowance shall be paid for the first day travelled in as directed by the company. For any travel in excess of 750 km, if the employee requires an additional day of travel, an additional day of LOA shall be paid.
- 13.18 If working in Squamish between October 15 and March 15, Living Out Allowance shall apply for non-bona fide residents as defined in Article 13.07.
- 13.19 If working on Vancouver Island, Living Out Allowance shall apply for non-bona fide residents as defined in Article 13.07.
- 13.20 For an out of town job, the Company shall provide living out allowance or accommodation as provided herein for all employees except those classed as bona fide local residents. Where there is no camp accommodation, the following shall be provided at the option of the employee:
- i. Living Out Allowance (LOA) on the basis of \$155.00 (effective August 28, 2022 – \$160.00, effective September 3, 2023 – \$165.00) on a seven (7) days per week basis.
 - ii. Accommodation plus \$70.00 for meal allowance on a seven (7) days per week basis.
- 13.21 When an employee is absent from work and does not furnish the Company's representative on the job with satisfactory evidence of illness or accident, they will forfeit accommodation and meal allowance costs for the day they are absent.
- 13.22 To qualify for LOA or meal allowances on weekends or Statutory Holidays, the employee must work the last scheduled shift prior to the weekend and the first shift following the weekend or statutory holiday, unless their absence is due to illness, compensable occupational injury or is otherwise authorized by the Company.
- 13.23 From camps, no walking time shall be paid up to 800 meters from the work site. Beyond 800 meters and up to thirty (30) minutes travel time each way, the Company shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

- 13.24 If an employee, through no fault of their own, is unduly delayed in traveling to or from the job on Company supplied transportation, they shall be paid for the time so delayed at their straight time rate of pay.
- 13.25 It shall be considered to be a provision of this Agreement that an employee who is in receipt of Company supplied accommodation and meal allowance shall, as a condition of such accommodation and meal allowance, conduct themselves in a manner that shall not embarrass in any instance the Union or the Company in respect to such supplied accommodation and meal allowance due to:
- a) objectionable rowdyism or drunkenness in and on such provided premises and
 - b) the act of damaging premises occupied and/or being a party to damages and
 - c) non-adherence to hotel or camp regulations.

An employee who fails to comply with this provision of this Agreement and is for said reason so discharged by the Company shall forfeit travel allowance to and from the job.

Turnaround Provisions

- 13.26 On out-of-town projects of over forty (40) calendar days duration, the Company shall provide leave every forty (40) calendar days.
- 13.27 An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

200kms to 500kms	\$175.00
501kms to 750kms	\$275.00
751kms to 1000kms	\$350.00
1001kms to 1250kms	\$425.00
Over 1250kms	\$525.00

- 13.28 For any out of town job that is in excess of 750 kilometers from the employee's point of dispatch: air transportation shall be the first option provided. The Company may pay the applicable periodic leave allowance instead of paying for air travel if the employee and Company mutually agree, and if the employee leaves their camp residence or temporary residence to travel to an alternative periodic leave destination.
- 13.29 In order to qualify for a periodic leave allowance, the employee must work their last scheduled day before their periodic leave, and their first scheduled day after their periodic leave, unless their absence is due to illness, compensable occupational injury or is otherwise authorized by the Company.
- 13.30 The turnaround allowance shall be calculated from the employee's point of dispatch.
- 13.31 For employees whose permanent residence is within the Metro Vancouver free travel area as defined by Article 12.03, the point of dispatch shall be Burnaby City Hall.

- 13.32 For employees who live outside the Metro Vancouver free travel area, the turnaround allowance shall be calculated from their permanent residence. The allowance will be calculated per road kilometer, via the most direct route when they use their person vehicle.
- 13.33 The above amounts will be paid only once for each turnaround.
- 13.34 The extent of the periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week or a number of days mutually agreed between the Union and the Company's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless they actually return to their place of departure. Living out allowances shall not be paid during leave periods. When an employee is entitled to their periodic leave they shall receive their periodic leave payment before taking their leave.
- 13.35 Employees qualifying for periodic leave shall be returned to the transportation terminal nearest the employee's residence except members from other locals or out of province employees who shall return to the point of dispatch within the Province of B.C. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the employee and Company.
- 13.36 Should an employee suffer a work injury on an out-of-town job and a physician declares themselves unfit for work, the Company shall pay the cost of transportation back to the point of dispatch, however, should the period of incapacity be for a period of less than five (5) working days, the Company may alternatively continue to pay the usual living out allowance or room and meal allowance.
- 13.37 Notwithstanding any/all contrary provision(s) of this Article, in the event an employee voluntarily terminates their own employment after having been on the project for less than fifteen (15) calendar days, the Company shall not be required to pay the employees' terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the employees' final paycheque.
- 13.38 The Company and Union may, by mutual agreement, establish an alternative shift rotation on any project where the provisions of Article 13.26 are not practical.

Fly in / Fly Out – Remote Projects

- 13.39 Recognizing that it may be necessary to establish schedules that accommodate flights to and from the Project for workers from British Columbia, workers from other Canadian Provinces, or for Temporary Foreign Workers that may be employed on the Project, the Owner or Managing Contractor, may institute the work schedules under Appendix 4.

ARTICLE 14.00 — HEALTH AND WELFARE

- 14.01 The Company agrees to continue participation in the USW - Coast Forest Industry Health and Welfare Plan and the Dental, Extended Health Benefits, and Medical Services Plan.
- 14.02 Coverage provided shall be as prescribed and as amended by the plan trustees. Specific levels of coverage in place at the time of signing of this agreement are listed in Appendix 2.

General Principles

- 14.03 Premium cost for insurance shall be paid by the Company.
- 14.04 Participation in the Plan is to be a condition of employment; however, participation in MSP may be waived if the employee provides proof of coverage from elsewhere.
- 14.05 Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible to become a covered employee on the first day of the month following completion of thirty (30) working days in a ninety (90) day period. However, for such employee coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.
- 14.06 Coverage during layoff will be provided as follows:
- i. Employees with one (1) or more years' full time employment - six (6) months;
 - ii. Employees with more than four (4) months' but less than one (1) year's full time employment - three (3) months.
- 14.07 An employee who is laid off and on lay-off coverage will have to work a minimum of thirty (30) days in a ninety (90) consecutive day period in order to re-qualify for the 3 or 6 months lay-off coverage.
- 14.08 There will be no duplication of Weekly Indemnity and Pension Plan payments.
- 14.09 Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article 16.04 provided however that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage the employee must have returned to their place of residence in British Columbia unless their disability required them to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- 14.10 Employees on extended leave of absence under Article 16.04 will pay the premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, Group Life Insurance and Accidental Death and Dismemberment Insurance.
- 14.11 Any changes to the benefit levels or coverage of the Health and Welfare, Extended Health or Dental Plan that result from amendments to the Coast Master Agreement will automatically be implemented in the Construction Industry when the Coast Master Agreement coverage is changed.
- 14.12 The parties agree to the exploration of a viable hour bank arrangement for the Construction Benefit Package Changes could be implemented mid-contract if the negotiating parties to this Agreement are in unanimous agreement.

ARTICLE 15.00 — LONG TERM DISABILITY PLAN

- 15.01 The Company agrees to participate in and to be bound by any changes negotiated in the Long Term Disability Plan as established under the Coast Master Agreement. The effective date of any changes in premium costs for the Long Term Disability Plan will be no earlier than sixty (60) days after the date notice is provided in writing by the Union to the Company of the change.
- 15.02 Effective December 1, 2021, contributions from the Company and the employee to the Plan will be reduced from \$1.20 per employee per hour worked (\$0.60 per hour from the employee and \$0.60 per hour from the Company) to \$0.76 per employee \$0.38 per hour from the employee and \$0.38 per hour from the Company).

The Plan Actuary will update the Board of Trustees on the estimated financial position of the Plan as a standing agenda item every Board meeting. Effective the first of the month following the Board meeting where the Plan Actuary estimates the Plan is at or below a 120% funded ratio, the contributions to the Plan will be adjusted to a level so as to maintain the 120% funded ratio position (using the same methodology as used to determine the 172% as of September 30, 2017 valuation).

The maximum total contribution rate will be a total of \$1.20, split 50/50 between the Company and the employee.

ARTICLE 16.00 – LEAVE OF ABSENCE

Injury or Illness

- 16.01 The Company will grant leave of absence without pay to employees suffering injury or illness, subject to a medical certificate if requested by the Company. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as may be reasonably possible

Paternity Leave

- 16.02 The Company will grant a reasonable period of extended leave without pay to employees where there is a valid reason.

Written Permission

- 16.03 Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by 16.01 above

Compassionate Leave

- 16.04 The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:
- a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen
 - b) That the employee shall disclose the grounds for application
 - c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available
 - d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

Bereavement Leave

- 16.05 When death occurs to an immediate family member of a regular full-time employee while they are on an active work assignment, the employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- 16.06 Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, brother-in-law, sister-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.
- 16.07 Compensable hours under the terms of this Section will be counted as hours worked for the purpose of calculating statutory holiday pay or vacation pay, but will not be counted as hours worked for the purpose of computing overtime.

Jury Duty

- 16.08 Any regular employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which they would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and their regular straight-time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received
- 16.09 Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of calculating statutory holiday pay and vacation pay but will not be counted as hours worked for the purpose of computing overtime

Union Business

- 16.10 The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of their term of employment with the Union
- 16.11 The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of United Steelworkers in order that they may carry out their duties on behalf of the Union
- 16.12 In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Articles 16.10 and 16.11, the Company will be given notice in writing of twenty (20) calendar days for leave under Article 16.10 and five (5) calendar days for leave under Article 16.11.

Public Office

- 16.13 The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen
- 16.14 Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business
- 16.15 The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office

ARTICLE 17.00 – SUBCONTRACTING

- 17.01 The Company may sub contract out work where:
- i. The Company cannot perform the work in a manner that is competitive in terms of cost, or quality, or within required time limits.
 - ii. The prime contractor or owner requires the contractor to accept the lowest qualified tender price for any / all subcontracted work.
 - iii. Where the Company cannot find enough workers to bid on or complete a project.
- 17.02 The Company shall not sub-contract work to any contractor unless such contractor has both a valid Canada Revenue Agency business number and is duly registered with WSBC.
- 17.03 The Company shall not contract work out where it would result in the layoff of bargaining unit employee(s).

- 17.04 Where the Company requires field contractors to work on a site which has been declared by the site owner to be one where contractors on site must be subject to a collective agreement, the Company and the Union will meet to discuss any issues relating to such field contractors.
- 17.05 The Company shall not use Article 17.00 to avoid hiring permanent employees.

ARTICLE 18.00 – SENIORITY

Principle

- 18.01 The Company recognizes the principle of seniority, competency considered
- 18.02 The selection and promotion of superintendents shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

Dispatch

- 18.03 The Company may name hire or select the first Company employee of a crew for a given project. The next two (2) employees will be dispatched in line with seniority, competency considered and subject to Article 18.06. All remaining hires shall be dispatched on the same basis with the Company selecting the next employee and the following two (2) employees dispatched in line with seniority, competency considered and so on thereafter.

This provision shall be in effect for the duration of the 2021-2024 collective agreement and shall expire on the date the memorandum to renew the collective agreement is signed unless renewed by the Company and the Union.

- 18.04 Employees shall be required to complete the construction project to which they have been dispatched before being eligible for another dispatch. This provision does not apply to overload projects.

Reduction and Recall of Forces

- 18.05 In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. In the event of a layoff tradesmen will be allowed one-half hour (1/2) at straight time rates for tool pickup.
- 18.06 If a laid-off employee presents themselves for work five (5) calendar days prior to a Monday-Friday or Tuesday-Saturday work week, they will be placed in a job as soon as possible, but not later than the following Monday or Tuesday respectively, provided work is available. This means the deadline for a Monday assignment will be the previous Tuesday and for a Tuesday assignment the previous Wednesday.
- 18.07 For the duration of a project, no more than fifty percent (50%) of a crew will be replaced on any project with five (5) or more people. If less than five (5) people are on a project, there will be no replacement. No bumping will take place where less than one (1) week's work is involved. It

is understood that when bumping occurs, the employee bumping must work a minimum of five (5) days in that position.

- 18.08 The most senior laid-off employee shall be eligible to bump the most junior employee employed in the same trade regardless of location (i.e. no picking and choosing).
- 18.09 If a senior employee is required to complete an existing project, they shall have the right to bump onto another project even if it results in the fifty percent (50%) referred to in 18.07 above being exceeded. If the senior employee elects to bump under this option, they shall pay their own fare in and out.
- 18.10 A laid off employee who does not elect to bump or accept a dispatch will be expected to return to work if there are two (2) or more weeks of work available. Failure to return to work will result in the employee forfeiting their seniority and benefits coverage.
- 18.11 In the event of a reduction of forces, where the customer specifically requests certain employees by name, for tie-in or specific assignments, and where an employee is laid off out of line of seniority, they will be advised of the reason(s).

Retention During Layoff

- 18.12 It is agreed between the Parties that seniority during layoffs shall be retained on the following basis.
- a) Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
 - b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.
- 18.13 A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) day's work.
- 18.14 It shall be the Company's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify the Company in writing of any change of contact information, including address, e-mail and phone number.

Probationary Period

- 18.15 Notwithstanding anything to the contrary contained in this Agreement save and except the provisions of Article 17.16, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for sixty (60) working days or four hundred and eighty (480) hours, during which time they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of sixty (60) working days or four hundred and eighty (480) hours, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) working days shall only be cumulative within the six (6) calendar months following the date of entering employment.

- 18.16 It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
- 18.17 It is further agreed that in the application of Article 17.15, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the Company, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.

Hiring Preference

- 18.18 When hiring new employees the following order of preference will apply, competency considered, from among those completed applications on file:
- a) Former employees of the Company who have lost their seniority retention as a result of the last layoff in the Company;
 - b) Regular employees from other USW-certified construction companies who are on a layoff or terminated as a result of a closure.

Seniority List

- 18.19 It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year setting out the name and starting date with the Company of each employee. The Company will advise the Union once each month of changes to the said list. If requested by the Job Steward, the Company will provide a list of employees by job site

Reinstatement

- 18.20 In any case where an employee has been transferred by the Company to a Superintendent position and at a later date ceases to be a supervisory worker, and the Company desires to retain their services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with their bargaining unit seniority. The following options shall prevail:
- a) If the Superintendent has the bargaining unit seniority, they shall revert back to their previously held job, or
 - b) If the Superintendent does not have the bargaining unit seniority as outlined in (i) above, they may apply their seniority to a job commensurate with their bargaining unit seniority competency considered, or
 - c) If the Superintendent does not have the bargaining unit seniority to obtain a job, they shall be laid-off and subject to all the provisions of this Agreement.
- 18.21 Employees who are required for a temporary Superintendent's duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment.

- 18.22 Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management and if agreement is reached, the period may be extended.
- 18.23 The Company agrees that where there are safety concerns related to an employee working alone they shall not dispatch less than two (2) workers to any job.

Apprentices

- 18.24 The Parties understand the importance of work experience in developing apprentices; therefore, they are committed to working together to provide learning opportunities for apprentices. In meeting this commitment the Company, prior to the start of any project, will determine an appropriate ratio of apprentices to tradespeople (including foremen and/or chargehands) on the project and the seniority provisions of this agreement will be interpreted in a manner consistent with maintaining that ratio throughout the project unless the project demands dictate that the ratio be amended. In no circumstance shall this provision be used to provide a ratio of apprentices to tradespeople of greater than one apprentice for every three tradespeople. This ratio shall be applied individually to each trade (e.g.: there can be a maximum of one carpenter apprentice for each three carpenters and one millwright apprentice for each three millwrights).

The Parties agree that in order to protect the seniority rights of employees who were employed when this provision was implemented the dispatch and layoff protection provided to apprentices by this provision will not impact any employee who had Seniority rights with the Company as of December 9, 2021 (see list in Appendix 5).

ARTICLE 19.00 – EDUCATION FUND

- 19.01 The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The contributions will be eight (8) cents per hour per employee per hour worked.
- 19.02 The Funds will be remitted to the local union.

ARTICLE 20.00 – TOOLS

- 20.01 The Company shall, at its expense, insure for damage or loss caused by fire or flood, the tools of its employees which are required to be used in the performance of their work
- 20.02 The Company shall, at its expense, insure the tools of its employees which are required to be used in the performance of their work for loss by theft where tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering.
- 20.03 The Company will repair or replace tools damaged or broken in the performance of regular duties when they are presented worn or damaged beyond repair.

20.04 The list of tools that are required is set out in Appendix 3, together with Recommendations for Policing

20.05 The Company will sharpen hand saws at no cost to the employees.

ARTICLE 21.00 – PENSION PLAN

21.01 The Company hourly contribution to the IWA-Forest Industry Pension Plan shall be \$3.675 per employee per hour worked. The employee hourly contribution to the IWA-Forest Industry Pension plan shall be \$2.225 per hour worked.

21.02 Any changes to the benefit levels or contribution rates negotiated in the USW/Western Forest Products Agreement will apply for those covered under this Agreement. The effective date of the change in coverage shall be determined by the Union; however, any changes in premium costs for the Pension Plan will take effect no earlier than sixty (60) days after the date notice is provided in writing by the Union to the Company of the change.

ARTICLE 22.00 – SUBSTANCE USE POLICY

22.01 Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy will be the reference policy for substance testing.

22.02 The Parties agree to be bound by the decisions of the Policy Administration Committee of the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy and to amended provisions thereof, along with any related agreement by the Main Table regarding the Policy of the establishment of an Industry EFAP program.

22.03 The Company will contribute four cents (\$0.04) per hour worked by employees covered by this Agreement and deduct four cents (\$0.04) per hour worked for each employee to the Construction Industry of BC Rehabilitation Plan.

ARTICLE 23.00 – ADJUSTMENT OF GRIEVANCES

23.01 The Company and the Union mutually agree that when a grievance arises which comes under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two

If the question is not satisfactorily settled in this way, the same individual, with their Job Steward, shall take up the problem with either the personnel officer or foreman, or both, as designated by the Company.

Step Three

If a satisfactory settlement is not then reached, the Job Steward shall take up the problem with either the personnel officer or Superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the parties concerned.

Step Four

If the problem is not then satisfactorily solved, it shall be referred to the Union and the Company.

Step Five

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 24.00.

- 23.02 If a grievance has not advanced to the next stage under Step Two, Three, Four, or Five, within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee from the camp the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

ARTICLE 24.00 – ARBITRATION

- 24.01 In case of any dispute arising under this Agreement, which the Parties are unable to settle, the matter shall be referred to a mutually acceptable single arbitrator or arbitrator board.
- 24.02 The Parties shall agree to a single arbitrator within ten (10) days. If the Parties are unable to agree, they shall request the Ministry of Labour to appoint an arbitrator.
- 24.03 Either party may notify the other party in writing, by registered mail, of the question or questions to be interpreted.
- 24.04 Each party shall pay its own costs and expenses of arbitration. One-half the compensation and expenses of the Arbitrator shall be paid by each party.
- 24.05 All decisions will be final and binding upon the Parties.
- 24.06 The arbitrator shall be required to hand down their decision within fourteen (14) days following completion of the hearing.

ARTICLE 25.00 – ENABLING PROVISION

- 25.01 It is recognized that from time to time certain terms and conditions of employment, including work subject to the BC Mines Regulation and similar statutes, may require alteration from those contained in this collective agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent.

- 25.02 The Union and the Company may determine, on a project site basis, if special dispensation is required to become competitive or if the employees have specific concerns not addressed herein and, should the necessity arise, may by agreement, within 48 hours of receipt of a request from the Company add, amend or delete any terms and conditions of the Agreement for the duration of the job or project.
- 25.03 The Parties further agree that Enabling is specifically intended to provide the Company with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in the Agreement, which in any way either increases the Company's cost and/or decreases the Company's flexibility with respect to any term of this Agreement.
- 25.04 If any employee chooses not to work under such terms and conditions, they will not be obligated to do so.
- 25.05 Prior to starting work under such terms and conditions, employees will be made aware of these and will sign off accordingly.
- 25.06 It is agreed that the provisions of this Article will not be used to the detriment of other USW-certified or CLR signatory contractors.
- 25.07 Where mutual agreement is not achieved such request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
-

ARTICLE 26.00 – SAVINGS CLAUSE

- 26.01 It is assumed and contemplated by the Parties that each and every provision of this Agreement, whether read singularly or in any combination, is and are in conformity with all laws of Canada and British Columbia. In the event that amendment of such laws, or interpretation of such laws by a Court or Tribunal of competent jurisdiction, should result in any part or parts of this Agreement being rendered invalid, illegal, or unenforceable, then such part or parts of this Agreement shall be deemed to be severed and of no further force and effect, but the remainder of this Agreement shall continue and remain in full force and effect and remain binding upon the Parties for the term of this Agreement.
- 26.02 The Parties agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable as indicated above, for the purposes of attempting to agree upon lawful replacements.
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ARTICLE 27.00 – DURATION OF AGREEMENT

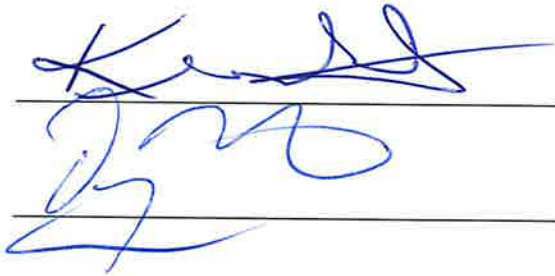
- 27.01 The Parties hereto mutually agree that this Agreement shall be effective from the 31st day of August, 2021 to midnight the 30th day of August, 2024 and thereafter from year to year unless written notice of contrary intention is given by either party to the other party within four (4) months immediately preceding the date of expiry.

- 27.02 The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company, or at the Local Office upon the Local Officers of the Union, within four (4) months immediately preceding the 30th day of August, 2024.
- 27.03 If no agreement is reached at the expiration of this Agreement and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either party.

Signed this 26 day of January, 2021

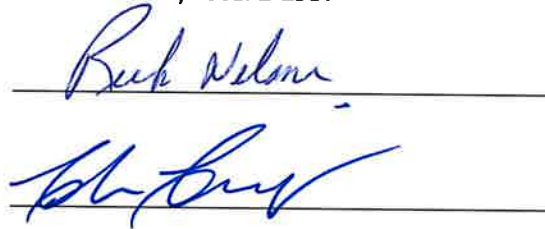
Signed on behalf of:

Construction Labour Relations Association
of BC



Signed on behalf of:

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union (United
Steelworkers) Local 1-1937



APPENDIX 1 – WAGE RATES

CLASSIFICATION	Effective 07-Nov-21	Effective 28-Aug-22	Effective 03-Sep-23
Foreman 112% of the certified rate	\$49.97	\$51.22	\$52.50
Journeyworker Certified	\$44.61	\$45.73	\$46.87
Uncertified	\$40.16	\$41.16	\$42.19
Labourer	\$32.11	\$32.91	\$33.73

APPRENTICES			
First Term 60% of the certified rate	\$26.77	\$27.44	\$28.12
Second Term 70% of the certified rate	\$31.23	\$32.01	\$32.81
Third Term 80% of the certified rate	\$35.69	\$36.58	\$37.50
Fourth Term 90% of the certified rate	\$40.15	\$41.16	\$42.18

APPENDIX 2 – HEALTH AND WELFARE COVERAGE

All benefits shall be provided in accordance with the contract with the benefits provider. The following summary of benefits is provided for information only. For full details please refer to the benefits booklet provided by the carrier.

MEDICAL SERVICES PLAN

The Company shall pay premiums required to maintain MSP coverage for eligible employees and their direct dependents.

EXTENDED HEALTH

Medical coverage including Extended Health Benefit coverage shall be provided by the Company at no cost to the employee.

1. **Deductible**

\$75 per person or family each calendar year. The Deductible does not apply to Medical Travel expenses. If in any calendar year the Eligible expenses do not exceed the Deductible, the Eligible expenses incurred during the last 3 months of the calendar year may be applied against the Deductible for the next year

2. **Reimbursement**

<u>In Province Eligible Expenses</u>		<u>Out of Province Eligible Medical Expenses</u>	
Medical Travel	Other	Emergency	Non-Emergency
100%	80%	100%	80%

3. After \$1,000 has been paid for a person in a calendar year, further Eligible expenses for that person within that year will be reimbursed at 100%, subject to the Contract maximums for this benefit.

4. **Plan Maximum**

The lifetime maximum amount of benefits payable for a member or Dependent is \$250,000 (effective June 15, 2018 \$300,000).

5. **Dependent Children**

Eligible until reaching age 21, or until reaching the age of 25 if in full-time attendance at a school or university, or to any age if handicapped.

6. Eligible Expenses include:

Hospitalization

- i. the additional charge for semi-private or private room accommodation in a hospital or the extended care unit of a hospital, and
- ii. the coinsurance charge of the extended care unit of a hospital to a maximum of \$8.50 per day.
- iii. Charges for rental of a telephone, television, or similar equipment are not covered.

Emergency ambulance

- i. charges for licensed ambulance service to and from the nearest Canadian hospital equipped to provide the type of care essential to the patient
- ii. air transport will be covered when time is critical and the patient's physical condition prevents the use of another means of transport
- iii. emergency transport from one hospital to another, only when the original hospital has inadequate facilities
- iv. charges for an attendant when medically necessary.

Drugs

Charges for drugs and medicines in a quantity the carrier considers reasonable, and:

- a) which are dispensed by a pharmacist, Physician, Dentist, or a Primary healthcare nurse practitioner including:
 - i. life sustaining drugs
 - ii. insulin preparations, testing supplies, needles and syringes for diabetics
 - iii. Vitamin B12 for the treatment of pernicious anemia
 - iv. allergy serums when administered by a Physician or Primary healthcare nurse practitioner, or
- b) which legally require a prescription from a medical provider legally authorized to do so, including:
 - i. anti-obesity drugs.
- c) the following categories of drugs are not included in this plan:
 - i. addiction
 - ii. contraceptives
 - iii. emergency contraceptives
 - iv. erectile dysfunction drugs
 - v. fertility
 - vi. sclerosing agents
 - vii. smoking cessation
 - viii. vaccines
 - ix. vitamins and minerals

The ingredient cost of generic drugs and single source brand drugs plus markup are eligible.

Pay-direct drug card is included as an eligible mode for submitting claims.

Practitioners

Professional services of the following Practitioners to the maximum amounts indicated per calendar year, but excluding appliances and tray fees. *Only the services of a private duty nurse require referral by a Physician.*

Acupuncturist	\$300
Chiropractor / Naturopath Combined	\$750
Physiotherapist / Massage Practitioner Combined	\$550
Podiatrist	\$100
Psychologist	\$100
Speech language Pathologist	\$100

Private duty care by a registered nurse for a person with an acute condition in a hospital in the patient's province of residence, based on the Schedule of Fees of the Registered Nurses' Association of that province, to a maximum of 720 hours of such services each calendar year

Orthopedics

Custom made orthopedic shoes (including repairs) and modifications to stock item footwear to at calendar year maximum of \$500 for an adult and \$300 for a Dependent child.

Prescribed orthotics, maximum \$200 per member or dependent.

Surgical Stockings

Surgical stockings with a compression rating of 30 or higher will be covered to a limit of \$250 per member or dependent per calendar year.

Hearing Aids

Hearing aids for members or dependent children, maximum \$550 every 5 years.

Vision Care

Charges for the purchase of eyewear when prescribed by a Physician or optometrist and/or repair of eyewear and charges for contact lens fittings when performed by a Physician or optometrist to a maximum of \$600 in a 24 month period. Charges for safety goggles and sunglasses (plain or prescription) are not covered.

DENTAL CARE

Deductible	No Deductible		
	Plan A Basic Services	Plan B Prosthetics, Crowns, Bridges	Plan C Orthodontics
Reimbursement	80%	60%	60%
Frequency plan Limits	Each Calendar Year	Each Calendar Year	Lifetime
Financial Limit Per Dependent Child	Not Applicable	Not Applicable	\$4,000
Financial Limit Per Member or Spouse	Not Applicable	Not Applicable	\$4,000
Dependent Children	Eligible until reaching age 21, or reaching age 25 if in full-time attendance at a school or university, or to any age if handicapped		

White fillings are eligible for coverage under the dental plan subject to the coverage described above.

For individuals seventeen (17) years or older, one check-up will be covered every nine (9) months and for children under the age of seventeen (17), two (2) check-ups will be covered each calendar year.

X-rays will be covered every eighteen (18) months.

GROUP LIFE INSURANCE

The following coverage will be instituted with a common carrier.

Group Life Insurance for each qualified employee is \$150,000.

Accidental Death and Dismemberment Insurance for each qualified employee is \$150,000, with 24 hour coverage, on or off the job.

APPENDIX 3 – TRADESPERSON TOOLS

RECOMMENDATIONS FOR POLICING

1. Supervisor on the construction site to compare employee's list to actual tools brought to work.
2. Company and employee are to get a copy of the list.
3. If tools are of low quality this is to be noted on the list, (i.e. for replacement and safety purposes).
4. Employees should be instructed that good quality tools are recommended.
5. If a disagreement arises concerning the quality of tools or actual tool count the job steward will be called in.
6. The Company will provide tool lock-ups on job sites.

EMPLOYEE NAME _____ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for Millwrights:

1. Complete set of sockets - 1/2 inch drive 3/8" to 1 1/8" and metric equivalent
2. Complete set of open and box end wrenches - 3/8" to 1 1/4" including 15/16" and metric equivalent
3. Crescent wrench - 8" - 10" - 12" - 15"
4. Three of the above are required
5. Two foot Level
6. Pipe Level
7. Two Plumb Bobs
8. Two foot Square
9. Tri Square
10. Chalk Line or String Line
11. Various Hammers to 3lbs
12. Tape Measure minimum length 16 foot
13. 50 foot Tape Measure
14. Three Pry Bars various sizes
15. Tin Snips
16. Hack Saw - Blades to be supplied by Company
17. Complete set of Feeler Gauges
18. Complete set of Allan Wrenches - up to 5/8"
19. 4 Punches various sizes, including center punch
20. Cold Chisels
21. Wire/Side Cutters
22. Pliers
23. Chipping Hammers
24. Vice Grips
25. Two 6" C Clamps - 6" minimum size
26. Tip Cleaner
27. Wire Brush
28. Striker
29. Screw Drivers, various sizes
30. 8" and 10" Bastard Files
31. Lockable Box complete with personal lock

LIST OF ADDITIONAL TOOLS:

Employees Signature: _____ Date: _____

CHECKED BY: _____ (Signature)

FOREWORKER

EMPLOYEE NAME _____ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for Carpenters:

1. Minimum two foot level
2. Two foot Square
3. Bevel Square
4. Tri Square
5. Tape Measure - minimum 16 foot
6. 50 foot Tape Measure
7. Claw Hammer
8. Wrecking Bar
9. Chalk Line
10. String Line
11. Two Plumb Bobs
12. 12 Hand Saws - 8 pt - 10 pt
13. 3 Wood Chisels various sizes
14. Crescent Wrenches 8" and 10"
15. Utility Knife - Blades to be supplied by Company
16. Nail Pouch
17. Nail Set
18. Screw Drivers, various sizes
19. Pliers
20. Key Hole Saw
21. Hack Saw - Blades to be supplied by Company
22. Nail Puller
23. Block Plane
24. Tin Snips
25. Hatchet
26. Pencil
27. Lockable Tool Box complete with personal lock

LIST OF ADDITIONAL TOOLS:

Employees Signature: _____ Date: _____

CHECKED BY: _____ (Signature)

FOREWORKER

EMPLOYEE NAME _____ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for Welders/Fitters:

1. Cutting Goggles
2. Welding Hood
3. Chipping Hammer
4. Two foot Square
5. Two foot Level
6. Pipe Level
7. Tri Square
8. Two Plumb Bobs
9. Two 6" C Clamps - 6" minimum
10. Two Crescent Wrenches - 8" minimum
11. Wire Brush
12. Tip Cleaner
13. Rod Pouch
14. Hammer
15. Tape Measure - 16 foot minimum
16. Vice Grips
17. Centre Punch
18. Scribe
19. Striker
20. Chalk Line
21. Soap Stone Holder
22. Fitters/Welder Gloves
23. Line up Bar
24. Scraper
25. Tool Belt
26. Lockable Tool Box complete with personal lock

LIST OF ADDITIONAL TOOLS:

Employees Signature: _____ Date: _____

CHECKED BY: _____ (Signature)

FOREWORKER

EMPLOYEE NAME _____ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for Pipefitters and Plumbers:

A Pipefitters:

1. 25 foot Tape
2. 50 foot Tape
3. 2 Squares, either a 2 foot or a 12" x 18"
4. Bevel Square
5. 9" Magnetic Torpedo Level
6. 24" Level
7. Chalk Line
8. String Line
9. Two Plumb Bob
10. Utility Knife - Blades to be supplied by Company
11. 8" Lineworker Pliers
12. Adjustable Wrenches 8" - 12" - 15" (Crescent)
13. Vise Grips - minimum 10"
14. Set of Hexagon Combination (Open/Box) Wrenches 3/8" to 1 1/4"
15. Set of Screw Drivers (Blade, Philips, Robertson)
16. 21b Ball Peen Hammer
17. Cold Chisel - minimum 1/2"
18. Centre Punch
19. Wire Brush
20. Tin Snips - minimum 10"
21. Assorted Files - includes flat, 1/2 round, round files
22. Allen Wrenches to 5/8"
23. Pipe Wrench - 8" - 10" - 14" - 18" (3 of the 4 are required)
24. Hack Saw - Blades to be supplied by Company
25. Key Hole Saw
26. 24" Crow Bar
27. Wrap Around (4" minimum width)
28. 10" Adjustable Pliers
29. Claw Hammer - minimum 16 oz
30. Tote Box
31. Tip Cleaner
32. Soap Stone Holder
33. Scribe
34. Lockable Box complete with personal lock

B Plumbers:

In addition to the above, the following will be required:

35. Water Pump Pliers
36. Striker

37. Cutting Goggles

LIST OF ADDITIONAL TOOLS:

Employees Signature: _____ Date: _____

CHECKED BY: _____ (Signature)

FOREWORKER

EMPLOYEE NAME _____ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for Electricians:

- 1. Pouch
- 2. Robertson screw drivers 6 to 10 (3)
- 3. Slotted screw drivers 2" to 8" (4)
- 4. Side cutters 6"
- 5. Pliers 8"
- 6. Crescent 8"
- 7. Channel Lock Pliers 10"
- 8. Knife
- 9. Sta Kon Pliers up to no. 10 wire
- 10. Tape measure 12'
- 11. Hammer
- 12. Hacksaw frame not blades
- 13. Pencil
- 14. 600-Volt tester
- 15. Level

LIST OF ADDITIONAL TOOLS:

Employees Signature: _____ Date: _____

CHECKED BY: _____ (Signature)

FOREWORKER

APPENDIX 4 – FLY IN FLY OUT SCHEDULING

1. The Owner or Managing Contractor, in consultation with the Company and union, may institute Schedules 1, 2 and 3 below.
2. These Schedules will be referred to as "Fly-in Fly-out Schedules" and will apply to all designated workers for the purposes of transporting workers to and from the Project. Workers on fly-in fly-out schedules will not be entitled to initial or terminal travel provisions or tum-around provisions.
3. The following Articles are intended to identify regular hours of work, shift hours, and overtime hours and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days of work in any week.
4. The regular work week shall consist of forty (40) hours of work. The start time for a regular working day or a compressed work week day will be between 6:00 a.m. and 8:00 a.m.
5. When the final day of the shift cycle in Schedules 1 through 3 is reduced due to the timing of flights, overtime at time and one half shall apply to the last hour worked on that day.
6. The Company may also schedule shifts for which the start times are between 12:00 noon and 4:00 a.m. To be classified as shift work rather than as overtime, such shifts must be scheduled for at least one (1) regular work week. The premium(s) for any such shift shall be in accordance with the provisions of Article 10.02. In no event shall the hourly rate be greater than the applicable overtime rate plus shift differential.

Variances

7. The parties recognize that variances in the scheduling of the work week, reporting for work or returning from work, rest breaks, meal breaks and start and finish times may be appropriate from time to time, and that it may be appropriate that such variations affect all or only a portion of the Project. Any variations that are not permitted by the above Articles may be established by resolution adopted by the Liaison Committee.

Shift Cycles

8. Other shift cycles, and the premium pay in respect to such cycles, may be established by the Parties, and will become effective such are approved by the Managing Contractor.

Site Closures

9. In consultation with the Company and union, the Owner or the Managing Contractor may require that periods are scheduled during which construction activity on the site will be suspended during such periods as Christmas/New Year's. During such closures, the continuance of the activities of certain employees or groups of employees whose presence on the site is necessary during such periods may also be required and scheduled as determined by the Owner or Managing Contractor in consultation with the employer and union.

Furloughs

10. Each of the Schedules below provide for periods of rest, called "furloughs". Work performed, at the Company's request, during a period of furlough shall be compensated at double time.

Vacations

11. Employees will be granted up to two weeks unpaid vacation annually upon reasonable notice requesting such vacation. No more than twenty-five percent of the members of a crew may be on vacation at any given time.

Room Changes on Furloughs

12. Where a worker is requested to change rooms or camps by the Company, Managing Contractor, or the client's designated camp manager during a work cycle they will be paid two (2) hours at regular rates of pay to carry out the move. This provision will not apply where a worker is required to pack their room at the end of a work cycle or to facilitate a move that will occur during the worker's furlough.

Schedule 1 -Twenty-One On, Seven Off Work Cycle

1. A work cycle will consist of
 - Twenty-one, ten-hour shifts,
 - Followed by: Seven days off.
2. In each shift the first two (2) scheduled hours of work and the ninth and tenth scheduled hours of work will be paid at time-and-one-half. The six (6) regularly scheduled hours of work in between the first two (2) scheduled hours of work and the ninth scheduled hour of work will be paid at straight time rates.
3. Each work day will have a one-half hour unpaid lunch break occurring at approximately mid shift and two fifteen minute paid work breaks, one occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
4. Work performed outside of the ten scheduled hours of work in a day or on a scheduled day of rest will be paid at double time in accordance with the overtime provisions.
5. The seven days off shall be considered a "furlough".
6. A worker who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days' notice. If the worker has requested the transfer then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of a worker request, the worker shall be given a minimum of the scheduled seven day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.

Schedule 2 - Twenty On, Eight Off Work Cycle

1. A work cycle will consist of
 - Twenty, ten-hour shifts,
 - Followed by: Eight days off.
2. In each shift the first two (2) scheduled hours of work and the ninth and tenth scheduled hours of work will be paid at time-and-one-half in accordance with the overtime provisions. The six (6) regularly scheduled hours of work in between the first two (2) scheduled hours of work and the ninth scheduled hour of work will be paid at straight time rates.
3. Each work day will have a one-half hour unpaid lunch break occurring at approximately mid shift and two fifteen minute paid work breaks, one occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
4. Work performed outside of the ten scheduled hours of work in a day or on a scheduled day of rest will be paid at double time in accordance with the overtime provisions.
5. The eight days off shall be considered a "furlough".
6. A worker who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days' notice. If the worker has requested the transfer then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of a worker request, the worker shall be given a minimum of the scheduled eight day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.

Schedule 3 - Fourteen On, Seven Off Work Cycle

1. A work cycle will consist of
 - Fourteen, ten-hour shifts,
 - Followed by: Seven days off.
2. In each shift the first two (2) scheduled hours of work and the ninth and tenth scheduled hours of work will be paid at time-and-one-half in accordance with the overtime provisions. The six (6) regularly scheduled hours of work in between the first two (2) scheduled hours of work and the ninth scheduled hour of work will be paid at straight time rates.
3. Each work day will have a one-half hour unpaid lunch break occurring at approximately mid shift and two fifteen minute paid work breaks, one occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
4. Work performed outside of the ten scheduled hours of work in a day or on a scheduled day of rest will be paid at double time in accordance with the overtime provisions.
5. The seven days off shall be considered a "furlough".

6. A worker who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days' notice. If the worker has requested the transfer then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of a worker request, the worker shall be given a minimum of the scheduled seven day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.

APPENDIX 5 – SENIORITY LIST AS OF DECEMBER 9, 2021

<u>Employee Name</u>
Chong, Derek
Woods, Rory
Gilbert, Hart
Simpson, Devon
Alexcee, Stefan
Vanheerden, Elijah
Purvey, Brad
Finnson, R. Shawn
Dergousoff, Levi
Sherbuck, Daniel
Steinkey, Jason
Cleave, Tyler
Feil, Jim
Goodman, Sam
Williams, Cam
VanOene, Andrew
Jacob Jonas
Hoy, Nick
Hampton, Reece
Petrie, Sean
McDaniel, Myles
Escobar, Noah
Wong, Sunny
Carleton, Nick
Hilborn, Justin

LETTER OF UNDERSTANDING – ARTICLE 17.03

Construction Labour Relations Association of BC and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) Local 1-1937 hereby agree to this Letter of Understanding being attached to and forming part of the collective agreement.

Where the Employer has contracted work to another company, Article 17.03 shall not be interpreted nor applied so as to provide for current LNS employees the ability to exercise layoff / recall provisions to “bump” from employment with LNS to work that has been contracted to another company.

Signed this 19 day of November 2013

Signed on behalf of:

Construction Labour Relations
Association of BC

Signed on behalf of:

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union
(United Steelworkers) Local 1-1937

“Dave Earle”

“Rick Nelson”
