

# **Collective Agreement-British Columbia**

Construction and Maintenance

**BETWEEN:**

**IYINISIW  
Management Inc.**  
("the Company")



~and~

**UNIFOR  
LOCAL NO. 470**  
("the Union")



**Duration: 2015 to 2018**

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**BETWEEN: IYINISIW MANAGEMENT INC.**

("the Company")

AND

**UNIFOR  
LOCAL NO. 470**

("the Union")

**Duration: May 1, 2015 – April 30, 2018**

**ARTICLE 0 DEFINITIONS**

0.01 The following capitalized words will have the following meanings throughout this Agreement:

- (a) "Act" means the British Columbia Trade Union Act or as amended or replaced;
- (b) "Agreement" means this Agreement and includes the Appendices or Schedules;
- (c) "Bargaining Relationship" means a collective bargaining relationship established by voluntary recognition or certification;
- (d) "Unifor" or the "Union" means Unifor Local No. 470;
- (e) "Collective Agreement" means a collective Agreement between the Union and the Company;
- (f) "Company" means Iyiniw Management Inc.
- (g) "Employee" means any person whose terms and conditions of employment are governed by a Collective Agreement;
- (h) "Lockout" means a lockout as defined in the Act;
- (i) "Parties" means the Company and the Union, together;
- (j) "Scheduled Overtime" means all overtime scheduled as part of the hours in a Work Schedule as per this Agreement;
- (k) "Shift" means each single scheduled period of working hours in a work day;
- (l) "Strike" means a strike as defined in the Act whether or not it is lawful under the Act;

## **ARTICLE 1 PURPOSE**

1.01 The intent and purpose of this Agreement is to:

- (a) Set out the terms and conditions which will apply to the Employees and the Company;
- (b) Mutually recognize the respective rights, responsibilities and functions of the parties to this Agreement;
- (c) Provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits;
- (d) Establish an equitable system for the promotion, demotion, transfer, layoff and recall of Employees;
- (e) Establish a procedure for the disposition of grievances; and through the full and fair administration of all the provisions contained within this part, to achieve a relationship among the Union, the Company, and the Employees which will be conducive to their mutual well-being.

1.02 Mutual responsibilities

- (a) It is in the mutual interest of the Company, the Union and Employees, to provide for the construction of the projects affected by this Agreement to further, to the fullest extent possible, the safety and physical welfare of the Employees, the economy of construction, the quality and quantity of construction, and the cleanliness of project worksites and protection of Owner's property.
- (b) It is recognized by this Agreement to be the duty of the Company and the Union to cooperate fully for the advancement of said conditions.
- (c) It is also recognized by this Agreement to be the duty of the Company to explain fully the terms of this Agreement to all its officers and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.
- (d) The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from discrimination and harassment.

1.03 No Interruption of work

It is agreed by the Union that there shall be no Strikes, walkouts or other interruptions of work during the period of this Agreement. It is agreed by the Company that there shall be no Lockouts during the period of this Agreement.

1.04 Human rights

The Company and Union subscribe to and support the principles of the Human Rights Code of British Columbia, Section 8 of which reads as follows:

- (1) Every person has the right of equality of opportunity based upon bona fide qualifications in respect of their occupation or employment, or in respect of an intended occupation, employment, advancement, or promotion; and, without limiting the generality of the foregoing,
  - (a) No employer shall refuse to employ, or to continue to employ, or to advance or promote that person, or discriminate against that person in respect of employment or a condition of employment; and
  - (b) No employment agency shall refuse to refer any person for employment, unless reasonable cause exists for such refusal or discrimination.
- (2) For the purposes of sub-section (1),
  - (a) The race, religion, colour, age, marital status, ancestry, place of origin, or political belief of any person or class of persons shall not constitute reasonable cause;
  - (b) A provision respecting Canadian citizenship in any Act constitutes reasonable cause; (1974, Bill 178, s.6)
  - (c) The sex of any person shall not constitute reasonable cause unless it relates to the maintenance of public decency;
  - (d) A conviction for a criminal or summary conviction charge shall not constitute reasonable cause unless such charge relates to the occupation or employment, or to the intended occupation, employment, advancement, or promotion, of a person.
- (3) No provision of this section relating to age shall prohibit the operation of any term of a bona fide retirement, superannuation, or pension plan, or the terms or conditions of any bona fide group or employee insurance plan, or of any bona fide scheme based upon seniority

## **ARTICLE 2 RECOGNITION**

- 2.01 The Company recognizes Unifor, Local 470, as the sole bargaining agent of all Employees.
- 2.02 This Agreement covers all Employees of the Company when employed in Construction and Maintenance as Journeymen, Apprentices, General Foremen, Foremen, Labourers and/or classified in Schedule "A" attached hereto and made part hereof except Supervisors, Management, Office, technical, engineering, sales and accounting and Clerical personnel.
- 2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the Parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit

except by mutual agreement in writing of the Parties, or by order of the Labour Relations Board.

- 2.04 The wage rates and other provisions set out may be amended by mutual agreement for specific Projects in order to enable the Company to compete with non-union or other competition and/or with specific union project agreement rates. Any amendment under these terms will be put in writing and signed by a representative of the Company and a representative of the Union at the Pre-Job.

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.01 Subject to the terms of this Agreement, the Company's rights include, but are not limited to:
- (a) the right to operate and manage its business in all respects;
  - (b) the right to maintain order and productivity; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its Employees; to discipline and discharge Employees for proper cause;
  - (c) the right to select and hire, and direct the working force and Employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend Employees;
  - (d) the right to operate and manage the Company's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Company, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of Employees needed by the Company at any time and generally, the right to manage the business of the Company, and to plan, direct and control the operations of the Company, without interference.
- 3.02 The sole and exclusive jurisdiction over operations, building, machinery, equipment will be vested in the Company.
- 3.03 The Company at the Pre-Job Conference will discuss with the Union the portion or portions of the project that will be subcontracted and the subcontractors that have been hired to do such work.

### **ARTICLE 4 UNION REPRESENTATION**

- 4.01 Stewards
- (a) In general the number of Stewards will be determined as follows:
    - (i) When there are fifty (50) or less Employees -one (1) Steward;
    - (ii) Over fifty (50) Employees, but less than one hundred (100) – two (2) Stewards;

- (iii) For every hundred (100) Employees beyond one hundred (100) -at least one (1) additional Steward. More Stewards may be added by mutual agreement;
  - (iv) The Company and the Union will mutually agree when a Chief Steward is implemented.
- (b)
- (i) The Union will advise the Company in writing the name(s) of the Steward(s).
  - (ii) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Where possible the Company shall notify the Union prior to layoff if a Steward is affected by a planned layoff.
  - (iii) When it is necessary for the Company to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards and resident members of the project local where it makes business sense. Notwithstanding the foregoing, such preference shall not supersede the right to continued employment which applies to exempt Employees employed on the project.
  - (iv) The Union shall have a Steward appointed on site at all times.
- (c) The Union acknowledges that Stewards have regular duties to perform as Employees of the Company and that as such will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld.

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

#### 4.02 Representatives

- (a) Duly appointed Representatives of the Union are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the Employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Company in writing, of the name(s) of its duly appointed Representative(s).
- (b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:
  - (i) Twenty-four (24) hours advance notice of a visit to the job site will be given by the Union to the Company, whenever practical;
  - (ii) The Union Representative will identify himself to the job Supervisor upon arriving at a job site;

- (iii) Admission to the job site will be in accordance with job site policies and procedures; The Union Representative will not interfere with the progress of work.
- c) There will be no Union activity on the Company's premises during working hours, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

## **ARTICLE 5 RESERVED**

## **ARTICLE 6 EMPLOYMENT POLICY AND UNION MEMBERSHIP**

### 6.01

- (a) The Company will endeavour to work with the union to maximize the use of current Union members where it makes business sense to do so. This process will be determined and outlined for each project in the Pre-Job Conference.
- (b) The Union and the Company agree to a local hiring preference when it makes business sense to do so. The Union may inform the Company of available and qualified local Union members who shall be hired prior to other Union members.
- (c) If the Union is unable to supply qualified workers the Company may hire from outside the Union membership. Such workers shall become members of the Union after becoming employed by the Company and remain a member in good standing of the Union as a condition of continuing employment.

### 6.02 Pre-Job Conference

- (a) The Company shall notify the Union that a project has been awarded to the Company following the award. Prior to the start of each project, a Pre-Job Conference shall be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.
- (b) A copy of the Pre-Job Conference report shall be provided to the Company, the Union and the Job Steward(s).

6.03 If applicable and subject to 6.01(b), the Company and the Union agree to give preference to laid-off tradespersons of the Union's in-plant bargaining unit. Such Employees shall be employed in the same trade as they were formerly employed in the Union's in-plant bargaining unit provided that trade is listed in Schedule "A". Members employed pursuant to this clause shall be entitled to the rights and conditions of this Agreement. At no time shall these Employees receive accommodation allowance.

6.04 If applicable and subject to 6.01(b) the Company and the Union agree to give preference to laid-off production workers of the Union's in-plant bargaining unit. Members employed pursuant to this clause shall be entitled to the rights and conditions of this Agreement and shall be paid not less than the rate of the Construction Labourer as outlined in Schedule "A". At no time shall these Employees receive accommodation allowance.



- 6.05 If applicable and subject to 6.01(b) the Company and the Union agree to negotiate hiring conditions suitable for temporarily laid-off tradespersons and production workers of the Union's in-plant bargaining unit. These negotiations are to be determined at the Pre-Job Conference.
- 6.06 Subject to Article 6.01, the Company shall not discriminate against any Employee because of Union membership or lack of it, and shall inform all new Employees of the contractual relationship between the Company and the Union. Before commencing work, or as soon as reasonably possible after commencing work, new Employees shall be referred by the Company to a Union Steward or Representative in order to describe the Union's purpose and representation policies to such new Employees.
- 6.07 The Union agrees that it shall make membership into the Union available to all Employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.08 New Employees will be hired on a forty-five (45) calendar day probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary Employee is at the absolute discretion of the Company and that it will not be the subject of a grievance or arbitration.
- 6.09 Probationary Employees are covered by the Agreement, excepting those provisions which specifically exclude such Employees.
- 6.10 Employees laid off for a period longer than twelve (12) months and recalled by the Company will re-serve a new probationary period. Any Employee who quits or is terminated for just cause and is recalled will serve a new probationary period.

## **ARTICLE 7 UNION DUES**

- 7.01 The Company will deduct from each Employee's pay the amount equal to Union dues and where applicable an amount equal to Union dues arrears. The total amount deducted will be remitted to the Union twenty (20) days following the end of each month together with an itemized list of the Employees for whom the deductions are made and the amount deducted for each. The Union and the Employees agree that the Company will be saved harmless for all deductions and payments so made.
- 7.02 The Union will promptly notify the Company every year, in writing, over the signature of its designated officer, the amount of the deductions to be made by the Company for regular Union dues, and the Company will have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 7.03 The Company will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes and terminations. The name, address, phone number, emails address, date of hire, and classification of new employees will be provided to the Union once monthly.

## **ARTICLE 8 WAGE & AREA RATES OF PAY**

- 8.01 Wage schedules and other provisions applicable to various job classifications and work

descriptions are as set forth in Schedule "A", as appropriate to the work.

8.02 Additional classifications may be established only by mutual agreement between the Company and the Union during the term of this Agreement, and the rates for same will be subject to negotiations between the Company and the Union. Any addition under these terms will be put into writing and signed by a representative of the Company and the Union during the Pre-Job Conference.

8.03 Show Up Time

(a) An Employee who comes to work without having been notified that there is no work available, and who is sent home or to camp because of lack of work, will receive a minimum of two (2) hours pay at his prevailing hourly rate. The Employee will also receive his full accommodation allowance if and when applicable.

(b) Proper notification in the case of a camp is at breakfast time and notices are posted on the kitchen bulletin board.

8.04 Starting Work

An Employee who starts work and is prevented from completing his normal work day will receive a minimum of four (4) hours pay at his prevailing hourly rate. The Employee will also receive his full accommodation allowance if and when applicable.

8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Company may employ the affected Employees in another classification at the rate of pay specified classification provided the Employee is qualified to do the required work.

8.06 If the shortage is for a period longer than the day outlined in Article 8.05 above, the Employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The Employee will be paid the rate for the new classification.

8.07. All references to base wage rate will be deemed to have additional premiums for General Foremen, Foremen and Lead Hands.

## **ARTICLE 9 HOURS OF WORK & OVERTIME**

9.01 A normal daily shift of ten (10) hours shall constitute a normal day's work beginning at 7:00 am and ending by 5:30 pm. The normal work week shall be forty (40) hours and shall be defined as starting at 7:00am Sunday and ending at 7:00am on Sunday.

Unless otherwise agree to a Pre-Job Conference, the Company may vary the start/quit times by changing the scheduled starting time up to two (2) hours at his option.

Variances beyond two (2) hours shall be agreed mutually by the Company and Union Representative and the consent to variance will not be unreasonably withheld.

9.02 Starting time shall be at an area designated by the Company.

9.03 Notwithstanding the normal work week generally consists of forty (40) straight time hours per week, the Shift Cycles noted below will apply, and overtime will be paid as noted in each shift cycle below. Employees will be paid overtime at the rate of 1.5 times the employee's base wage rate for all overtime hours.

All unscheduled overtime shall be voluntary, but both parties agree that additional time may be worked to permit operation or protection of the worksite when paid as shown in this section. Overtime will not be unreasonably withheld.

9.04 Shift Cycles

The Company will define the shift cycle for each project as agreed to in the Pre-Job conference report.

(a) Shift Cycle 1 -4 days of 10 hours, followed by 3 days off

<b>Day</b>	1	2	3	4	5	6	7
<b>Straight Time</b>	10	10	10	10	0	0	0
<b>Overtime</b>	0	0	0	0	0	0	0

(b) Shift Cycle 2 -5 days of 10 hours, followed by 2 days off

<b>Day</b>	1	2	3	4	5	6	7
<b>Straight Time</b>	8	8	8	8	8	0	0
<b>Overtime</b>	2	2	2	2	2	0	0

(c) Shift Cycle 3 -10 days of 10 hours, followed by 4 days off

<b>Day</b>	1	2	3	4	5	6	7
<b>Straight Time</b>	8	8	8	8	8	8	8
<b>Overtime</b>	2	2	2	2	2	2	2

<b>Day</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>Straight Time</b>	8	8	8	0	0	0	0
<b>Overtime</b>	2	2	2	0	0	0	0

(d) Shift Cycle 4 -14 days of 10 hours, followed by 7 days off

<b>Day</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Straight Time</b>	6	7	7	7	7	7	7
<b>Overtime</b>	4	3	3	3	3	3	3

<b>Day</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>Straight Time</b>	7	7	7	7	7	7	6

<b>Overtime</b>	3	3	3	3	3	3	4
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<b>Day</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>Straight Time</b>	0	0	0	0	0	0	0
<b>Overtime</b>	0	0	0	0	0	0	0

e) Shift Cycle 5 -Starting on a Tuesday; 14 days of 10 hours, followed by 7 days off

<b>Day</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Straight Time</b>	8	8	8	8	8	8	8
<b>Overtime</b>	2	2	2	2	2	2	2

<b>Day</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>Straight Time</b>	8	8	8	0	0	8	8
<b>Overtime</b>	2	2	2	10	10	2	2

<b>Day</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>Straight Time</b>	0	0	0	0	0	0	0
<b>Overtime</b>	0	0	0	0	0	0	0

(f) Shift Cycle 6 -20 days of 10 hours, followed by 8 days off

<b>Day</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6,</b>	<b>7</b>
<b>Straight Time</b>	6	6	6	6	6	6	7
<b>Overtime</b>	4	4	4	4	4	4	3

<b>Day</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>Straight Time</b>	7	7	7	7	7	7	7
<b>Overtime</b>	3	3	3	3	3	3	3

<b>Day</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>Straight Time</b>	6	6	6	6	6	6	0
<b>Overtime</b>	4	4	4	4	4	4	0

<b>Day</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>2S</b>	<b>26</b>	<b>27</b>	<b>28</b>
<b>Straight Time</b>	0	0	0	0	0	0	0
<b>Overtime</b>	0	0	0	0	0	0	0

- 9.05 Scheduled breaks will include a Sunday whenever possible.
- 9.06 The Company will attempt to distribute unscheduled overtime work as evenly as possible among Employees who normally perform the work and who indicate they wish to work overtime.
- 9.07 Any amendments to hours of work and overtime will be noted on the Pre-Job conference report.

9.08 The provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than as stipulated in Articles 9.01 and 9.03.

9.09 Coffee Breaks and Meal Periods

- (a) There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift.
- (b) Employees will be given an unpaid meal period of 1/2 hour per ten (10) hour shift and such period will not be considered as time worked.
- (c) Where an Employee is required to work overtime beyond a regular scheduled ten (10) hour shift, one additional break of fifteen (15) minutes shall be scheduled if such work is projected to be longer than 30 minutes of duration.
- (d) If Employees are not scheduled, but are required to work beyond twelve (12) hours in a day, the Company will provide a meal period of one half hour (1/2) at straight-time and a meal for the Employees. If the Company is unable to provide a meal it will pay each Employee twenty dollars (\$20.00) in lieu of the meal subject to CRA guidelines.

9.10 Provided the Employee notifies the Company at the time of hire the Company agrees to respect the Employee's wishes with regards to not work certain days of the week or certain hours of the day because of religious convictions.

9.11 Shift Premiums

The Company shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Employee who is employed on a night shift. Such shift premium shall be paid in accordance with the following schedule:

Day Shift: No Shift Premium

Night Shift: Any shift which commences after 5:30pm.

Overtime on the night shift shall be payable as per the shift cycles in 9.04.

**ARTICLE 10 LAY-OFFS**

10.01 The Company agrees that where an Employee is laid off before the agreed to Project schedule end date or if the Project schedule is extended beyond the Project schedule and the Employee remains on the Project, the impacted Employee(s) will receive four (4) hours pay in lieu of notice.

10.02 The Company will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Company cause a stoppage of operation.

10.03 The Company agrees to notify the Union office monthly of the names of Employees laid

off or terminated together with the Employee's classification and latest available phone number.

- 10.04 The Company agrees that where an Employee is laid off while at home on their turnaround the Employee will receive four (4) hours pay in lieu of notice. The Company also agrees to ship within seven (7) days the Employee's belongs to their home address at no cost to the employee.

#### **ARTICLE 11 VACATION & VACATION PAY**

- 11.01 All Employees will be entitled to receive an amount equal to six (6%) percent of their base wage rate for all schedule hours worked in vacation pay.
- 11.02 Vacation Pay will be paid to Employees on each pay cheque.
- 11.03 The Company will consider vacations at the times requested considering business requirements.

#### **ARTICLE 12 HOLIDAYS & HOLIDAY PAY**

- 12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their base wage rate for all schedule hours worked in lieu of receiving Statutory Holiday pay.
- 12.02 Employees required to work on one of the holidays listed below will receive overtime pay at time and a half for all hours worked:

New Year's Day, Family Day, Good Friday, Victoria Day, Easter Monday, Civic Holiday, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.

Employees required to work on Boxing Day will receive overtime pay at time and a half for all hours worked.

- 12.03 Any other day proclaimed as a statutory holiday by either the Federal or British Columbia Governments will be recognized.

#### **ARTICLE 13 TRANSPORTATION, TRAVEL AND ACCOMMODATION**

##### **13.01 Preamble**

- (a) It is recognized by the Company and the Union that the purpose of transportation, travel and accommodation allowances as established in this article, is to provide a fair means of compensating Employees for additional travel and accommodation expenses they incur while working on jobsites beyond a reasonable distance from their residence.
- (b) For the purposes of this Agreement, the Company's base of operations is defined as the job site. The base of operation will be determined at the Pre-Job Conference.

- (c) For selected job sites with peculiar geographic circumstances, the Company and the Union, by mutual agreement may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the job site and will be put into writing and signed by a representative of the Company and the Union.

#### 13.02 Local Residents and Travel and Accommodation Zones

- (a) Transportation and accommodation zones of a fifty-five (55) kilometre radius and an eighty (80) kilometre radius are established from the Company's base of operations.
- (b) A bona fide Local Resident will be defined to mean any person residing within an (80) kilometre radius of the project and has resided within such distance of the site for a period of not less than thirty days prior to the commencement of the project. Subject to mutual agreement, a resident who has resided less than thirty (30) days may be hired.

#### 13.03 Daily Travel

- (a) Local residents (as defined in Article 13.02 b)) residing within a fifty-five (55) kilometre radius of the job site shall not be entitled to receive daily transportation expense, initial and return transportation expense, room and board or subsistence, or camp accommodations, or rotational leave provisions.
- (b) Local residents residing between a fifty-five (55) kilometre radius and the eighty (80) kilometre radius of the job site shall not be entitled to receive initial and return travel time or expense, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a transportation expense of an amount of \$25.00 per day.
- (c) There will only be daily travel beyond the eighty (80) kilometers radius upon the mutual agreement of the parties.
- (d) When the Company provides transportation to the jobsite, there is no daily travel allowance.
- (e) Any change of address by the Employee shall be reported to the Company as soon as practicable.

#### 13.04 Travel Allowances

- (a) For projects whose base of operations is defined as the job site, the initial cycle and completed cycle travel allowances will be agreed to at the pre-job based on the following criteria:
  - (i) Initial Travel allowances will be paid for those employees whose permanent residence is outside the eighty (80) kilometre radius of the job site as per subsection iii below;

- ii) This travel allowance will be paid for the beginning of the project, and again if the employee is laid-off and recalled to the same project. Employees who quit or are terminated for just cause within twenty-one (21) days of their start date, will not be entitled to initial travel allowance. If the Company has paid the employee the initial travel allowance the Company may deduct the Initial travel allowance from the employee's final pay cheque;
  - (iii) The travel allowance should be calculated in this manner: An employee whose permanent residence is within the eighty to five hundred kilometre (80 -500 km) radius will receive one hundred dollars (\$100.00) per completed shift cycle. Employees whose permanent residence is beyond the five hundred kilometre (500 km) radius will receive two hundred dollars (\$200.00) per completed shift cycle. The employees will receive the travel allowance for every completed shift cycle, as defined in the Pre-job form for the project.
  - (iv) The travel allowance earned as noted in iii) above, will be paid on the employee's following pay cheque.
  - (v) If the Company provides transportation at the beginning and end of the shift cycle to the jobsite, there shall be no initial or shift travel allowances.
- (b) The amount of the travel allowance will be reviewed on an annual basis using the Runzheimer Report or using CRA guidelines.
  - (c) For employees who must travel by ferry to reach their permanent residence from the project site – Upon showing receipts, the Company will reimburse ferry fees for one (1) turnaround trip for every twenty-one (21) days.

#### 13.05 Accommodation Allowance

- (a) For Projects whose base of operations is defined as the job site no accommodation allowance will be paid.
- (b) No accommodation allowance shall be paid for Local Residents as defined in Article 13.02.
- (c) For Projects whose base of operations is defined as the job site, accommodation allowance will be paid for all Employees whose permanent residence is beyond the eighty (80) kilometer radius from the job site.
- (d) Daily accommodation allowance will be seventy- five dollars (\$75.00) per calendar day unless otherwise agreed by the Parties subject to Article 2.04.
- (e) Employees receiving accommodation allowance will not be entitled to daily travel allowance.
- (f) Where camp accommodations are provided, accommodation allowance will not be paid.
- (g) The Company agrees that when Employees are required to stay in camp



accommodations that do not have a camp committee, the Company will establish such a committee.

#### 13.06 Travel Time

- (a) On all projects, regardless of accessibility or isolation, where an Employee transports a Company's vehicle to the job, such Employee will be paid their regular rate of pay for actual time traveled. Such Employees will not receive duplicating travel allowance.
- (b) On all projects, regardless of accessibility or isolation, where an Employee's classification requires the use of their own vehicle in the performance of their duties, such Employee will be paid at their regular rate of pay for actual (reasonable) time traveled from the point of hire to the Project and return.

13.07 Transfers Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.02, 13.03 and 13.04.

#### 13.08 Turnarounds

During the course of a project the work schedule may provide for turnaround periods to allow Employees reasonable time off. This time and cost reimbursement will be subject to agreement by the Company and Union at the Pre-Job Conference.

### **ARTICLE 14 UNION-MANAGEMENT COMMITTEE**

#### 14.01

- (a) In order to build a cooperative relationship between the Company, the Union and the Employees, the parties agree to schedule Union -Management meetings on each project. The meeting will serve as a forum for discussion and consultation about policies and practices covered by the Collective Agreement
- (b) The Company and the Union will each appoint two (2) representatives to the Union -Management Committee. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.

14.02 An employee, attending the Union-Management meetings during regular working hours, will be entitled to his regular hourly rate of pay.

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

### **ARTICLE 15 HEALTH AND SAFETY COMMITTEE**

#### 15.01

- (a) When requested by either party a committee will be established to address matters concerning the safe conditions and practices and the maintenance of the cooperative interest in the safety of the workforce. Minutes will record the

business of each meeting, and copies will be distributed as the committee determines.

- (b) At its discretion, the Health and Safety Committee will make inspections of all job sites.

15.02 The Company and the Union will each appoint representatives to the Health and Safety Committee. At least one Union Steward will be selected to the Health and Safety Committee.

15.03

- (a) The Company agrees to make practicable provisions for the safety and health of its Employees on its job sites and shop during the hours of their employment. Such provisions will be made known to all Employees at the time of hire.
- (b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
- (c) It is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.

15.04 An Employee, who is injured on the job during working hours and is required to leave for treatment for such injury, will receive payment for the remainder of his daily shift.

15.05 An Employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Company. In the event of a serious injury or illness outside of an Employee's home province which require long term hospitalization the company and union will discuss travel arrangement on a case by case basis.

15.06 Following a serious accident or an incident which could have resulted in a serious accident the Health and Safety Committee will convene as soon as practicable to review the Company's investigation and report to the Union.

15.07 Modified Work Programs

- (a) If an Employee is injured on the job and requires medical attention the Employee may be entitled to Modified Work and he will inform the attending Physician of the same.
- (b) The Company will inform the Physician of the types of modified work which may be available to the Employee and will make the same available to the Employee with the Physician's approval.
- (c) The Company will inform the Union office of all Employees who are assigned to modify work.

## **ARTICLE 16 HEALTH AND WELFARE FUNDS**

- 16.01 The Company will pay the amount as set out in Schedule "A" for all scheduled hours worked for each Employee towards the Union's Health and Welfare Fund. No amount of these payments will be deducted from an Employee's wages. The total amount will be remitted to the Union twenty (20) days following the end of every month together with an itemized list of the Employees for whom the remittances are made and the amount remitted for each.
- 16.02 It is the responsibility of each Employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and neither the Union nor the Company have any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the Employee, beyond the obligations specifically stipulated in this Agreement.

## **ARTICLE 17 PENSION PLAN**

- 17.01 The Union will establish a pension plan for the benefit of the Employees.
- 17.02 The Company will make contributions to the pension plan or trust account for the benefit of each Employee in the amount set out in Schedule "A" for all hours worked by the Employee.
- 17.03 At the time the contributions are made, the Company will provide a list of Employees for whom the amounts are being remitted, the amounts remitted for each Employee, and such other information as the administrator or trustee of the pension plan or trust account may reasonably require. The total amount will be remitted to the Union twenty (20) days following the end of each month together with an itemized list of the Employees for whom the remittances are made and the amount remitted for each.
- 17.04 At no time will voluntary contributions to the pension plan or trust account by way of payroll deduction be accepted.

## **ARTICLE 18 APPRENTICESHIP, TRAINING and ADMINISTRATION FUNDS**

- 18.01 The Company will contribute an amount for all scheduled hours worked by their Employees as defined in Schedule "A" to the Union's Apprenticeship and Training Fund.
- 18.02 The Company will contribute an amount for all scheduled hours worked by their Employees as defined in Schedule "A" to the Union's Administration Fund.
- 18.03 The total amounts will be remitted to the Union twenty (20) days following the end of each month together with an itemized list of the Employees for whom the remittances are made and the amount remitted for each.

## **ARTICLE 19 TOOLS**

- 19.01 Where so instructed and required, tradesmen will supply their own tools common to their trade. Specialty tools will be provided by the company. To be defined at the project Pre-Job Conference.

- 19.02 The Employees will be held responsible for all tools issued to them by the Company. The Company will supply adequate security for all tool storage on the site.
- 19.03 Tool lists, if necessary, will be established by mutual agreement between the Company and the Union. Such tool lists will form part of this Agreement.
- 19.04 All tools brought by workers to each site should be inventoried and signed off by Company and Union representative.

## **ARTICLE 20 SANITARY FACILITIES**

The Company shall provide suitable clean and enclosed sanitary facilities, and as soon as job conditions permit, chemical or flush toilets, urinals, and washbasins. Where no running tap water is available, fresh cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.

## **ARTICLE 21 PROTECTIVE EQUIPMENT**

- 21.01 All Employees will wear safety hats to be made available by the Company
- 21.02 All Employees will wear class 1 CSA safety shoes where required, furnished by the Employee.
- 21.03 The Company will furnish Employees with safety equipment (including gloves, safety glasses, coveralls and fire retardant coveralls if required) and rain gear if and when required. Said equipment will remain the property of the Company. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The Employees will be held responsible for loss or improper maintenance of Company furnished items. The Company will provide for the cleaning of all coveralls.
- 21.04 Prescription Safety Eyewear

The Company agrees to reimburse any Employee fifty percent (50%) of the cost of prescription safety glasses (contact lenses are not eligible) up to two hundred-fifty dollars (\$250.00) according to the following criteria:

- (a) The Employee must provide a copy of the prescription and receipt for the glasses.
- (b) The Employee must have worked one thousand two hundred (1200) hours with the Company for the first reimbursement. The Employee must provide a copy of their pay stub showing the 1200 hour qualifying hours have been met.
- (c) For any subsequent reimbursement the Employee must have worked an additional four thousand (4000) hours from the last time reimbursed.

## **ARTICLE 22 LEAVES OF ABSENCE AND BEREAVEMENT PAY**

- 22.01 The Company may grant leaves of absence without pay, for a time mutually agreed upon between the Company and the employee, subject to management approval. Approvals will not be unreasonably withheld.
- 22.02 An Employee will be granted up to a three (3) day leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, common law spouse, child, parents, parents in law, brother, sister, grandchildren or grandparents. Such pay will be for time actually taken away from the jobsite. Further time may be granted by mutual agreement between the Company and the Employee. To receive such pay the Employee must return to work.
- 22.03 Employees working in remote areas shall be eligible for an unpaid leave of absence for compassionate reasons. Such leave will be by mutual agreement between the Employee and the Company whereupon the member will receive his return fare if work is available.
- 22.04 Following a leave of absence, Employees who fail to report back for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.

## **ARTICLE 23 GRIEVANCE PROCEDURES**

It is mutually desired and intended by the parties that any dispute or complaint arising out of the interpretation of this agreement will be communicated by the employee to their supervisor in order to provide an opportunity for discussion and timely resolution, prior to the issue becoming a grievance.

If an employee is not satisfied with the resolution offered by their immediate supervisor they may then initiate a grievance.

### **Section 1: Grievance Procedure**

Step One In the event that a written grievance is submitted arising out of the operation of this Agreement, except in the cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time that the grievance arose and any formal meeting to discuss the grievance shall be held in the presence of the shop steward.

Step Two If there is no satisfactory resolution at first step, then the Union may, within seven (7) days, advise the department supervisor that the employee intends to proceed with the grievance. The department supervisor and chief shop steward will then have fourteen (14) days from the date of notification to deal with and answer the grievance. Grievances other than those of individual employees may be initiated at Step Two by either party.

Step Three If there is no satisfactory resolution at second step, then either party may, within seven (7) days, refer the question to the Standing Committee by advising the chairman of the Standing Committee of the intention to proceed with the grievance. The Standing Committee will then have thirty (30) Days to deal with and answer the grievance. The Standing Committee shall be composed of a total of four persons (two from the Union and two from the Company). The intent of the Parties is that the Standing Committee shall deal with any

contractual issues that come up at the job site that cannot be resolved through the plain reading of the language.

Step Four If there is no satisfactory resolution at third step, the question may, within seven (7) days, upon written request to the Standing Committee, be referred to the President of the Local and the Company Manager, who will then have thirty (30) days to deal with and answer the grievance. Either party may elect to involve outside help at this step, such as a regional Union representative and/or senior Management representative.

Step Five If there is no satisfactory resolution at fourth step, then the matter may, within thirty (30) days, be referred to an Arbitrator.

The time periods may be extended by mutual agreement by Management and the Local Union.

Where a grievance arising from the discharge of an employee progresses to arbitration, either party may elect, in writing, to utilize the procedure outlined in Section 5 below as an alternative to the arbitration procedure set out in Section 4.

## **Section 2: National Officer**

It is understood that in all discussions concerning grievances, any National Officer may accompany the Union Standing Committee in their meetings and the National Officer may call upon members of the Union Standing Committee or any other employee to accompany them in their meetings with Company officials.

## **Section 3: Time Limit**

- (a) In the event a grievance has not advanced to the next step within the time limit set forth in Section 1, then the grievance shall be deemed to be abandoned and all rights of recourse to the Adjustment of Complaints under this Agreement in respect of this grievance shall be at an end.
- (b) The time limit between steps may be extended by mutual consent.

## **Section 4: Arbitration Procedure**

- (a) The Company and the Union will endeavour to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply, within the thirty (30) day period, to have the Arbitrator appointed under the provisions of the Labour Relations Code.
- (b) After the Arbitrator has been chosen, the Arbitrator shall meet and hear evidence of both sides and render a decision within fifteen (15) days after the Arbitrator has concluded hearings, said decision to be final and binding upon all parties to this Agreement.
- (c) The parties shall bear in equal portions the fees and expenses of the Arbitrator and rental of any premises used for the hearing.

- (d) The Arbitrator shall be restricted to interpreting and applying the provisions of this Agreement and shall have no authority to alter, modify, subtract from or supplement them in any way.
- (e) In the case of discharge or suspension which the Arbitrator has determined to have been unjust the Arbitrator shall order the reinstatement of the employee and shall award him back pay. In the case of back pay, should there be any doubt in the opinion of the Arbitrator, the Arbitrator may order all or part back pay as deemed fit.

#### **Section 5: Expedited Arbitration**

- (a) A panel of six (6) arbitrators, each of whom shall be appointed for a two (2) year term, shall be selected by mutual agreement of the Company and the Communications, Energy & Paperworkers Union of Canada on behalf of its local unions. Grievances processed under this section shall be assigned to the Arbitrators on a rotational basis.
- (b) An Arbitrator must meet and hear the evidence of both parties within fifteen (15) days after assignment. If an Arbitrator is unable to commit himself to do so, the grievance shall immediately be assigned to the next Arbitrator in order of rotation.
- (c) The unavailability of counsel shall not be a reason to delay an arbitration under this section.
- (d) The parties will endeavour to agree on a statement of material facts which may be submitted to the Arbitrator in advance of the hearing.
- (e) The Arbitrator will give their decision and their written reasons within one week after the hearing. The reasons need not accompany the decision. Neither the decision nor the reasons will form precedent.
- (f) The provisions of Sections 4(b), (c), (d) and (e) as it applies to discharge, shall apply to this section.

#### **ARTICLE 24 DISCIPLINARY ACTION**

24.01 An Employee may be suspended or discharged for proper cause by the Company. Proper cause may include, but is not limited to:

- (a) The refusal by an employee to abide by Safety Regulations;
- (b) The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- (c) The refusal by the employee to abide by the requirements of the Company's clients;
- (d) The refusal by the employee to abide by the requirements of the Company's rules, regulations, policies and practices.

24.02 A job Steward shall be present for all disciplinary meetings. When a job Steward is not

available, the Employee may choose another Employee to be present. If the Employee does not choose another Employee, the Company will choose an Employee to be present.

- 24.03 An Employee will be deemed to have voluntarily quit if he fails to show up for work and fails to notify the Company for four (4) consecutive work days without a justifiable reason.

## **ARTICLE 25 APPRENTICES**

- 25.01 All references to Apprentices shall be governed by the Regulations and of the Apprenticeship and Trade Certification Act, 1999 excepting wage rates as they affect the respective trade.

- 25.02 Apprentices shall be paid on a percentage of the base Journeyman rate as follows:

<i>Four Year Schedule</i>		<i>Three Year Schedule</i>		<i>Two Year Schedule</i>	
First Year	60 <sup>0</sup> /0	First Year	70 <sup>0</sup> /0	First Year	80 <sup>0</sup> /0
Second Year	70 <sup>0</sup> /0	Second Year	80 <sup>0</sup> /0	Second Year	90 <sup>0</sup> /0
Third Year	80 <sup>0</sup> /0	Third Year	90 <sup>0</sup> /0		
Fourth Year	90 <sup>0</sup> /0				

- 25.03 All apprentices employed under the terms of this Agreement shall be members in good standing of the Union.
- 25.04 The maximum ratio of apprentices to journeymen on the job will be one apprentice to one journeyman, unless otherwise required by government legislation. This ratio may be amended by mutual agreement in the Pre-Job Conference or through some other written agreement.
- 25.05 All apprentices shall work with the tools of the trade and shall be under the supervision of a journeyman.
- 25.06 The Company shall give preference of re-employment to an apprentice following an assigned session of vocational school, if work is available.

## **ARTICLE 26 GENDER CLAUSES**

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

## **ARTICLE 27 DURATION**

- 27.01 This Agreement will be effective from May 1, 2015 up to and including April 30, 2018 and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from sixty (60) to thirty (30) days prior to the renewal date. Should neither of the



parties give such notice, this Agreement will renew for a period of one (1) year.

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

27.03 Before any negotiations have taken place the Parties may by mutual agreement accept the provisions of the following:

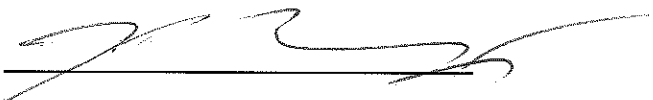
Should negotiations fail, and the Parties have fulfilled all the requirements of the British Columbia Trade Union Act and no settlement has been agreed to, the Parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.

27.04 It is not the intent of either Party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the Parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void

DATED this 13 day of July

Signed on behalf of

IYINISIW Management Inc.

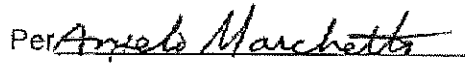
Per   
Authorized Representative

Per   
Authorized Representative

Signed on behalf of

Unifor  
Local No. 470

Per   
Authorized Representative

Per   
Authorized Representative

**Wage Rates:**

Unifor Construction / Maintenance Agreement and IYINISIW Engineering / Construction

**Suggested at present time:****(1) All Trades Classification as listed below:**

Machinists	Tinsmiths and Sheet Metal Workers
Millwrights	Heavy Duty Mechanics
Carpenters	Masons
Electricians	Instrument Mechanics
Pipefitters	Heat & Frost Insulators
Welders	Refrigeration Mechanics
Painters	
Ironworkers	Structural, Reinforcing
Operators	Crane/heavy
Labourers	Skilled, Intermediate

## Base trades rate for British Columbia

May1, 2015 to April 30, 2016	May 1, 2016 to April 30, 2017	May 1, 2017 to April 30, 2018
\$38.11	\$38.87	\$39.65

Vacation Pay and Statutory Holiday pay is 10% of base rate of all schedule hours based in the province that the Employee is working in.

## Other Company Hourly Contributions:

Health and Welfare flat rate of \$2.55 for all schedule hours worked  
 Pension 5% base rate as listed above of all schedule hours worked  
 Contract Administration Fund \$ 0.25  
 Apprenticeship / Training Fund \$ 0.21

## Note:

Labourers category will be varied from Trades Definition and will be listed in two different base groups;

**Labourer:** Does work with others and familiar with construction, Hatch watch etc.

**Labourer Skilled:** Familiar with all aspects of construction, ability to assist various trades, potential of becoming tradesperson.

Labour Rate: \$19.20  
 Labour Skilled: \$21.20

Schedule "A" Notes

- (1) Premiums
  - Lead Hand 105% (of the appropriate Journeyman base rate)
  - Foreman 115% (of the appropriate Journeyman base rate)
  - General Foreman 120% (of the appropriate Journeyman base rate)

Shift Premiums (Article 9.11) \$1/hour

Crane \$0.20 for 10 Ton for 66+ Ton  
 Crane -Friction, Brake & Clutch System \$0.50/hour  
 This premium will be paid if this type of work is done

Alloy Welder Stainless \$2.00/hour  
 Chrome \$3.00/hour  
 Titanium \$4.00/hour  
 This welding premium will be paid if this type of welding is done.

Multi-Skilling Bonus for two Red Seal or more \$1.00/hour


Union Steward – The Company will pay a \$1.00/hour premium to only one (1) employee who is designated as the Steward by the union. The union shall provide proof of training before the Steward is eligible for this premium.

- (2) At no time will the rate of an apprentice or helper be lower than that of an intermediate Labourer.
- (3) Accommodation Allowance to be determined at the Pre-Job Conference.
- (4) The wage rates and other provisions set out in Schedule "A" may be amended by mutual agreement between the Company and the Union (Subject to Articles 2.03 and 2.04).
- (5) When a statutory holiday occurs during the week, overtime will be paid for all hours in excess of thirty-two (32) hours.
- (6) Daily Initial and Shift Cycle Travel Allowances to be determined at Pre-Job Conference.
- (7) Payroll will be done by direct deposit.

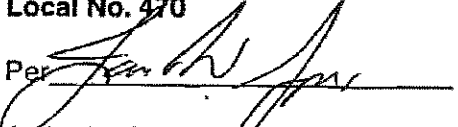
DATED this 13 day of July

Signed on behalf of  
IYINISIW Management Inc.

Per   
Authorized Representative

Per   
Authorized Representative

Signed on behalf of  
Unifor  
Local No. 470

Per   
Authorized Representative

Per   
Authorized Representative