

2007 – 2008

COLLECTIVE AGREEMENT

BETWEEN

MAPLE LEAF CONSTRUCTION LTD,
(hereinafter referred to as the “Company”)

OF THE FIRST PART

AND:

MAPLE LEAF CONSTRUCTION EMPLOYEE ASSOCIATION
(hereinafter referred to as the “Union”)

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company except office staff, those above the rank of working Foremen, and those excluded by the Act.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The management of the Company and the direction of its working force, shall remain exclusively in the company, subject to the terms of this Agreement. Without affecting the generality of the foregoing, the Company will retain the specific right to determine the wage category within which each employee fits, as listed in Schedule A attached.

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ARTICLE 4 - UNION SECURITY

- 4.01** It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall on the **25th** day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the **25th** day following beginning of employment, become and remain members in good standing of the Union.
- 4.02** The Company will deduct the regular monthly Union Dues from the pay cheque of each employee on the first pay period of each month. At the same pay period, new employees, whose pay cheques covered a full two week pay period will have deducted from their pay an initiation fee as directed by the Union, and thereafter their deductions will be the same as other members in good standing.
- 4.03** The Company will remit such Union Dues deductions to the Secretary-Treasurer of the Union not later than the **20th** day of each month and shall provide the Union annually with a list of names from whom such deductions were made.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01** It is agreed by the Union that there shall be no strikes either complete or partial during the life of this Agreement, or while negotiations for renewal of this Agreement are in progress. It is further agreed by the Union that should any such collective action be taken, the Union shall instruct its members to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner.
- 5.02** It is agreed by the Company that there shall be no lockout during the life of this Agreement or while negotiations for renewal of this Agreement are in progress.

ARTICLE 6 - STEWARDS.

- 6.01** The Union may appoint or otherwise select job stewards who shall be regular employees of the Company during term of office. The Union shall notify the Company of the names of such stewards.
- 6.02** If proper discharge of his responsibility requires the absence from work of a Union Steward, in order that the work of the Company shall not be unreasonably interrupted, no steward shall leave his work without obtaining the permission of his immediate supervisor. Such permission shall not be unreasonably withheld and such authorized absence shall be without loss of regular **pay.**

ARTICLE 7 - GRIEVANCE AND BARGAINING COMMITTEE

- 7.01** The Company shall recognize a committee appointed by the Association for the purpose of administration of this Agreement, negotiations, and the processing of grievances.
- 7.02** The Company will bargain with the said committee on any matter properly arising out of this Agreement.
- 7.03** Members of the bargaining committee and the grievance committee attending meetings held within working hours, shall do so without loss of remuneration. Meetings between the Company and the bargaining committee and the grievance committee shall normally be held during the employees' regular hours of work. The Company shall have the right to limit the time taken for such meetings, if it deems the time so taken to be excessive.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE.

- 8.01** Any disputes between the Company and an employee or employees, which come within the Articles of this Agreement, shall be reported to the Company by the Arbitration Committee of the Association. Disputes which cannot be resolved between these two groups shall be placed for arbitration to a third party acceptable to each group. Both Company and Association agree to accept the decision of this appointed third party.
- 8.02** The parties hereto desire that every grievance shall be dealt with as quickly as possible and that adjustment of every grievance shall be properly made.
- 8.03** For the purposes of this Agreement, a grievance is defined as a dispute or controversy concerning the interpretation, application, meaning, operation or any alleged violation of the Agreement.
- 8.04** A complaint must be discussed orally with his foreman or immediate supervisor by the aggrieved employee either alone or, at the request of the employee, with his Steward. In the event the complaint is not settled in this manner it then becomes a grievance.

ARTICLE 9 - DISCHARGE CASES

- 9.01** A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance.
- 9.02** Such special grievances may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full seniority and compensation for time lost or by the substitution of such other penalty or remedy as the parties or the arbitration board deem just and reasonable in the circumstances.

ARTICLE 10 - WAGE RATES

- 10.01** During the term of the Agreement, all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 10.02** Employees will be paid every second Friday at least thirty (30) minutes prior to the end of his/her shift. Each employee will be provided a written statement at the time of paying the wages, showing the hours paid for, the overtime hours, the deductions if any, and the net amount paid to the employee.
- 10.03** An employee temporarily transferred to a lower paid position for a period not exceeding two (2) weeks shall continue to receive his higher rate during the term of such transfer. (This excludes winter-time jobs where there is no rate change). Any employee transferred to a higher rated post shall receive the higher rate immediately. (This excludes winter-time jobs where there is no rate change). Employees transferring into the shop during the winter months will remain at their regular rate but must be willing to do any job to which they are assigned.
- 10.04** Notwithstanding the above, it is understood and agreed that any employee who desires to improve him/her self to a classification having a higher wage rate, then he or she must become a trainee and will be paid the wage rate for the position he or she occupied prior to the promotion or transfer. The trainee's trial period shall not exceed a reasonable period. The Company shall determine the employee's competence and suitability for the new position.

ARTICLE 11 - HOURS OF WORK AND OVERTIME.

- 11.01** The basic work week shall be fifty (50) hours per week from May 1st to October 31st in each year.
- 11.02** The basic work week shall be forty-eight (48) hours per week from November 1st to April 30th in each year.
- 11.03** All employees working on jobsites located north of the 53rd parallel shall be paid \$0.50 per hour for all hours worked, in addition to their regular pay.
- 11.04** The work week set out herein shall not be considered to be a guarantee of work or pay, provided, however, an employee who is scheduled to work on any day and who reports for work as scheduled, will be guaranteed three (3) hours work for that day, unless the company has notified him in advance not to report for work.
- 11.05** Employees reporting for work and finding their normal work unavailable, can be assigned to other work.
- 11.06** All work performed on a Saturday or Sunday shall be paid for at one and a half (1 ½) times the regular rate whether or not these hours exceed the basic work week.
- 11.07** The definition of a full season is 1,000 hours.

ARTICLE 12 - GENERAL HOLIDAYS

12.01 General holidays under this Agreement means:

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

12.02 Pay for general holidays will follow the regulations of the Provincial Government and will be included with the vacation pay cheque received each year.

12.03 Where a general holiday other than Remembrance Day, Christmas Day, Boxing Day and New Year's Day, falls on a working day other than a Monday or Friday, the holiday will be taken on the Monday or Friday of that week and normal pay procedures will be followed.

12.04 An employee who is required to and does work on a general holiday shall be paid at one and a half (1 ½) times his regular rate of pay for all hours worked on a general holiday, in addition to receiving the holiday pay at the end of the year.

ARTICLE 13 - JURY OR CROWN WITNESS DUTY

13.01 An employee called to serve on a jury or appear as a witness for the Crown, shall be compensated for the difference between payment received for such jury or witness duty and the payment he would have received at his regular straight time rate on a regular scheduled work day on which the employee otherwise would have been scheduled to work. Compensation to an employee under this Article is limited to eight (8) hours per day and forty (40) hours per week and shall be payable only if the employee (a) gives the Company immediate notice of such jury or witness duty and (b) obtains from the Clerk of the Court, and presents to the Company, a written statement specifying the precise days served as a juror or witness and the exact amount of money the employee received for such service.

ARTICLE 14 - BEREAVEMENT PAY

14.01 In the event of the death of a member of an employee's family he shall be granted time off, with pay of eight (8) hours per day, appropriate to the circumstances.

ARTICLE 15 - VACATION WITH PAY

15.01 Vacations with pay shall be paid in accordance with The Vacations With Pay Act of Manitoba.

16.01 Group Life Insurance:

A policy of Group Life Insurance will be made compulsory to all employees who have had a full season of employment with the Company during the previous year. The plan allows for entries only once each year, June 1, and applications will be accepted by the Company up to May 15th. The cost to employees will be 25 cents per month for each \$1,000.00 coverage. The Company is to pay the excess cost. The amount of insurance available is \$100,000 to Foremen and above that rank, and \$50,000 to others.

16.02 Sick Leave:

- 1) No sick leave is payable to employees during the first two (2) years of their employment. Thereafter, they will be entitled to sick leave under the following rules. (The new employee will be allowed to carry forward into his third year, the accumulation of months worked in his second year).
- 2) Days of sick leave will be allowed at one day per month employed, with a maximum of 10 in each year. However, sick days will be allowed to accumulate each year at the rate of half of the unused days in each year until a maximum of 50 days has been reached. An employee on seasonal work will start the new season with his accumulated figure from the immediately preceding year.
- 3) On retirement at the age of 65, and only if he/she has had a minimum of 20 years of service with the Company, the employee will be permitted to use the accumulated days as pre-retirement leave.
- 4) An employee absent because of sickness will be required to phone the Company office each day. Absence on the first day of a work week will not be paid for unless the employee provides a doctor's certificate of illness. The Company will retain the right to pay for this day at its own discretion. After the second day of illness, a doctor's certificate will be required from the employee before he receives further pay.
- 5) Sick pay will be calculated at eight hours per day.
- 6) Any employee found to be abusing this privilege is subject to immediate dismissal.

16.03 Group Registered Retirement Savings Plan.

As of May 2007, the RRSP plan will be available to all employees that have worked either 3 full seasons or 2 full years, whichever comes first. Those employees that have worked 5 full seasons or 2 full years, will receive an increase in their gross earnings of 2.5% and a deduction of 5% will be taken off their pay-cheque and placed in the plan on a monthly basis. For each additional 5 years of service, an extra contribution (see schedule below) from the company will be matched by an equal contribution until each contributes 5%.

<u>Percentage</u>	<u>Seasons</u>	<u>Full Years</u>
2.5	5	2
4.0	10	7
5.0	15	12

An employee may make additional contributions, but they will not be matched by the Company beyond the above guidelines. Yearly statements of principal & interest accumulations will be provided for each member.

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16.04 Group Dental Plan

Full-time & seasonal employees will be included in this plan after 3 years and 5 years respectively. The cost of this plan will be shared equally by the Company and the employee. A deduction will come off the seasonal employee's pay at the end of the season to cover the employee's share of the premiums through the winter months. The plan will be based on the following:

- 80% co-insurance on Basic Coverage.
- 50% co-insurance on restoration work.
- Maximum benefit - **\$1,000** per individual per calendar year.
- No deductible.

16.05 Group Health Plan

This Plan will be effective as of August 1, 1999. Full-time & Seasonal Employees will be included in this Plan after working three (3) years and five (5) years respectively. The cost of this Plan will be shared equally by the Company and the Employee. A deduction will come off of the Seasonal Employee's pay at the end of the season to cover the Employee's share of the premiums through the winter months.

The Plan will be based on the following:

- 100% Co-Insurance
- 80% Co-Insurance on Drugs
- Global Medical Assistance.
- 500.00 Annual Maximum per Practitioner: Chiropractors, Physiotherapists, Athletic Therapists, Psychologists, Speech Therapists, Naturopaths, Osteopaths, Masseurs.
- Unlimited overall Maximum.

ARTICLE 17 - DAILY TRANSPORTATION

17.01 Transportation of employees between jobs will be provided by the Company where necessary.

ARTICLE 18 - ROOM AND BOARD

18.01 Where employees are working on out-of-town projects and such employees must out of necessity board in the vicinity of the project, the Company will provide the following:

- (a) An allowance of **\$25.00** per day effective May 1, 2007.
North of the 53rd parallel the allowance will be \$30.00/day.
- (b) A bed in a Company bunkhouse or, if not available, suitable accommodation in a hotel or motel.

18.02 Locally hired employees are not eligible for the above accommodation and allowance.

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ARTICLE 19 - TERMINATION OF EMPLOYMENT

19.01 When an employee quits, he shall give the Company one **(1)** hour's notice and he shall receive his pay on the next regular pay day.

19.02 When an employee is laid off, the Company shall give him one **(1)** hour's Notice with pay to allow him sufficient time to clean and pack his tools. The Company will mail to the employee within three (3) working days of his termination of employment with the Company the following:

- a) Wages to time of lay-off
- b) Vacation pay allowance
- c) Unemployment Insurance termination slip
- d) General holiday pay allowance

19.03 If the employee prefers, he may inform the Company when he leaves the job site that he will pick up the above items at the Company's office in the afternoon of the second working day after his employment was terminated.

19.04 When an employee is terminated for cause, the Company will mail to him his pay, records and allowances on the next regular pay day.

19.05 If the employee provides a "log book" the Company will mark up the "log book" stating the employee's length of service, equipment operated and his ability on that equipment, on presentation of a "log book" by the employee.

ARTICLE 20 • TOOLS

20.01 An employee is responsible for all tools furnished to him by the Company. The employee must report breakage or loss of any of these tools immediately to his superior.

20.02 Any employee found misusing Company tools may be responsible for the cost of repairing or replacing same and shall be subject discharge or discipline at the option of the Company. Any employee found misusing Company equipment or vehicles shall be subject to discharge or discipline at the option of the Company.

20.03 Responsibility for normal wear and tear of tools supplied by the Company is accepted by the Company on return of broken or worn tools.

20.04 Any shop employee must provide a set of basic tools for his own use. This includes employees who work in the shop during the winter months only.

20.05 The Company will be responsible for compensation for an employee's tools destroyed by fire or loss by breaking and entering from a storage place provided by the Company.

20.06 Claims for lost or destroyed tools under 20.04 must be submitted in writing with a list of such tools and the value thereof, and substantial evidence of loss. Such a list must be submitted within 10 days of loss unless good reason can be shown for not having done so.

ARTICLE 21 - WORK JURISDICTION

21.01 The Union acknowledges that the Company has the sole right and responsibility to assign work, to determine the job content and duties of a particular classification and to institute new classifications of work not provided for an Schedule "A", all in accordance with Management Rights under this Agreement. Therefore, the Union agrees that should any jurisdictional dispute arise between it and any other union with respect to such assignment of work, determination of job content or institution of new classification, then all work shall continue in accordance with the Company's decision without interruption. Any such jurisdictional conflict or dispute shall be resolved by the Union. The Union further agrees that it will not be involved in, and will not directly or indirectly sanction or authorize any slowdown, work to rule, stoppage of work, refusal to perform work, or any activity designed to restrict or limit output in respect of any jurisdictional dispute with any other union during the list of this Agreement and that no employee within the bargaining unit shall be involved in such action. It is further agreed by the Union that any such action be taken, the Union shall instruct the said employee or employees to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner and the Union shall enforce such instructions.

ARTICLE 22 - TERMINATION AND RENEWAL.

22.01 This Agreement shall remain in full force and effect from the 1st day of May A.D. 2007 to the 30th day of April A.D. 2009 and thereafter from year to year until either party hereto indicates to the other in writing not more than Ninety (90) days and not less than thirty (30) days in advance of any such termination date of its desire to modify the terms of this Agreement or to terminate it with respect to the term hereof or any additional one (1)year period.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or have caused their Corporate Seal to be affixed, duly attested by the hands of their proper officers authorized to act in that behalf.


SIGNED THIS 12 day of APRIL A.D. 2007.

MAPLE LEAF CONSTRUCTION LTD.

Per: _____
(B. Brown - President)

Per: _____
(Blake Fitzpatrick - Secretary-Treasurer)

MAPLE LEAF CONSTRUCTION EMPLOYEES ASSOCIATION.

Per: _____ 

Per: _____