

## **COLLECTIVE AGREEMENT**

**BETWEEN:**

**NORPAC CONSTRUCTION INCORPORATED**

**AND:**

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

**Duration: October 1, 2019– September 30, 2022**

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## **COLLECTIVE AGREEMENT**

**BETWEEN:**

**NORPAC CONSTRUCTION INCORPORATED**  
(hereinafter referred to as the "Employer")

**AND:**

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

### **ARTICLE 1 – PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Collective Agreement ("Agreement"), which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
  - b) provide and maintain working terms and conditions, hours of work, wage rates, and benefits set forth herein;
  - c) establish an equitable system for the promotion, discipline, transfer, and layoff of employees;
  - d) establish a just and prompt procedure for the disposition of grievances; and,

- e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour/management relations:

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

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

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as defined in the certification issued by the B.C. Labour Relations Board.
- 2.02 This Agreement covers all employees of the Employer in British Columbia and the Yukon Territory, save and except Field Engineers, Safety Coordinators, Clerical Field staff, Surveyors, supervisory, and office staff.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

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

- c) select, hire, and direct the workforce and employees. The right to transfer, promote, layoff, discipline, and discharge employees with just cause, provided that such actions are consistent with the purpose and terms of this Agreement.
- d) The right to manage the business to satisfy its commitments and responsibilities to shareholders and clients. The right to determine the location and type of business the Company performs. The right to Manage, plan, execute and control operations of the business without interference.

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

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

#### **ARTICLE 4 – SCOPE**

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

- 4.02 In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, including those enumerated in Section 3 of the Act, the provision for such benefit set out in the Act is deemed to be incorporated into this Collective Agreement, except where either:
- a) the provision for the subject matter of that benefit prescribed in the Collective Agreement meets or exceeds the benefit set out in the Act, or
  - b) the provisions of the Collective Agreement pertaining to the respective section or part of the Act (as enumerated in Section 3 of the Act) considered together, meet or exceed those prescribed in the respective section or part of the Act.

In the event of an allegation that provisions of the Collective Agreement do not meet or exceed the Act as set out in paragraphs (a) or (b) above, an Arbitrator shall have jurisdiction to resolve the dispute pursuant to the grievance and arbitration provisions of this Collective Agreement, including the jurisdiction to order compliance with the Act.

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



## **ARTICLE 5 – REPRESENTATION**

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

### 5.02 Representatives

- a) Representatives of the Union (“Representatives”) are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives shall have the right to visit at the location where employees are working. The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall not unduly disrupt the flow of work.

### 5.03 Stewards

- a) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.
- b) Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be unreasonably withheld. The Employer will pay Stewards at their prevailing

hourly rate for time spent attending such duties during their working hours.

- c) A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union. When there are no interruptions to the work schedule or travel to another location, this can be performed over the phone for convenience.

#### 5.04 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee. The Negotiating Committee may consist of up to three (3) union members, including the Steward. Time spent in negotiations shall be considered time worked, and the Employer shall pay for these hours at the prevailing hourly rate, to a maximum of sixteen (16) hours per member.

#### 5.05 The Employer

- a) The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meetings.
  
- b) The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the use of the Union.

### **ARTICLE 6 – WORK STOPPAGES**

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

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

## **ARTICLE 7 – UNION DUES**

- 7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire. Union dues and administrative dues are applicable whether or not an employee has signed a membership card.
- 7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15<sup>th</sup>) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- 7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

## **ARTICLE 8 – UNION REMITTANCES**

8.01 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:

- a) First, middle and last name;
- b) Rate of hourly pay;
- c) Any hourly premiums;
- d) Gross earnings;
- e) Total regular and overtime hours worked in the month for which such deductions are made;
- f) Dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- g) Contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- h) Social Insurance Number; and
- i) Date of birth.

8.02 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a) Complete mailing address;
- b) Email address;
- c) Primary telephone;
- d) Date of hire; and
- e) Classification, including trade certificate number and apprenticeship level or year.

- 8.03 The Employer shall also record on a remittance any of the following changes in employment status:
- a) Change in classification, level or apprenticeship year; or
  - b) Job end date (for temporary or permanent separation).
- 8.04 All contributions and deductions pursuant to Article 20 – Retirement Savings Plan and Article 21 - Health and Welfare Plan shall be remitted together with and in the manner described for Union dues, as set out here in Article 8.

## **ARTICLE 9 – EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 9.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to qualified Union members who are able to meet the Employer’s requirements of the job.
- 9.02 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union.
- 9.03 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union’s internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

- 9.04 a) New employees will be hired on a three (3) calendar month probationary period and thereafter shall attain regular employment status.
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for future employment. The parties agree that the discharge or layoff of a probationary employee shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith.
- 9.05 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.
- 9.06 Employees rehired within six (6) months of layoff will not re-serve a new probationary period.
- 9.07 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.

## **Article 10 – CLAC Jobs**

- 10.01 Further to Article 9.01, the parties agree that the CLAC Jobs department may be utilized in maintaining a desirable and competent labour force.
- 10.02 Prospective Hires  
Upon request, the CLAC Jobs department will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.

10.03 New Hires

In order to facilitate the introduction to the Union and enrolment into its programs, the Employer agrees to notify the CLAC Jobs department of the names of new employees within one (1) calendar week of their hire, together with each employee's classification and latest available phone number.

10.04 Lay offs

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

**ARTICLE 11 – WAGES AND RATES OF PAY**

11.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A." It is understood and agreed that the Employer has the right to bid on work outside the scope of the Company's general profile. Upon aware, and prior to commencing such projects, the Company may request a rate classification change with some of its members to keep employees working through slower seasons of work. If there is a dispute the matter will be settled in accordance with the arbitration procedure set out in Article 26.

11.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates of pay for same shall be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a

representative of the Employer and the Union. Should no agreement be reached, either party may refer the matter to arbitration in accordance with the provisions outlined in Article 26.

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

- a) "Regular hourly rate" shall mean hourly compensation paid to an employee outside of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.
- b) "Prevailing hourly rate" shall mean hourly compensation paid to an employee inclusive of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.
- c) "Wages" shall mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including any overtime premiums, shift allowances and premiums paid on an hourly basis, but specifically excludes any accommodation allowances, daily travel, travel allowances, retirement and benefits.
- d) "Gross earnings" shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.
- e) Overtime earnings shall include all extra premiums as identified in this agreement.

11.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the



affected employees in another classification at their prevailing hourly rate provided the employees are qualified to perform the required work.

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

## **ARTICLE 12 – HOURS OF WORK AND OVERTIME**

- 12.01 The normal workweek shall consist of five (5) eight (8) hour workdays. The work week may be compressed to four (4) ten (10) hour workdays at straight time.

- 12.02 Employees will be paid overtime as follows:  
Work performed in excess of eight (8) hours per workday or forty (40) hours per week shall be paid at one and a half (1½) times the employee's regular rate of pay. Hours worked in excess of twelve (12) hours per workday will be paid at two (2) times the Employees regular rate of pay. For a 4x10 shift schedule, all hours worked in excess of ten (10) hours per day will be paid at 1.5x the regular rate of pay and hours worked in excess of twelve (12) hours per workday will be paid at two (2) times the Employees regular rate of pay.

Employees who are required to perform work on Saturday and/or Sunday will be paid at the rate of one and a half (1½) times their regular rate of pay for the first twelve (12) hours and two (2) times their regular rate of pay thereafter. Weekend

overtime pay shall only be applicable once forty (40) hours have been worked for that work week.

Employees may opt to work at straight time pay for eight (8) hours on a Saturday or Sunday in order to make up for time lost during the regular work week due to such items as inclement weather or unplanned changes to the schedule beyond the control of the Employer.

The Employer maintains the right to pay the daily rate of eight (8) straight time hours and four (4) hours at one and a half (1½) time on projects that are scheduled over longer periods.

For example, on Mining operations and Camp projects where crews will work twenty (20) days on and ten (10) days off, all days will be paid as eight (8) straight time hours and four (4) hours at one and a half (1½) times the rate of pay. Double time (2) will be paid after twelve (12) worked hours in a day.

Notwithstanding, the above example, all averaging agreements must meet Employment Standards Act requirements.

A pre-job shall be completed indicating all terms and conditions for mining operations and camp projects.

### 12.03 Training Time

- a) Employer may pay a separate wage rate for training, as agreed to by the Union and Employer.
  
- b) Mandatory training (site specific) required by the Employer shall accrue towards overtime.

- c) Non-mandatory training shall be paid at straight time and will not accrue towards overtime. All training for portable tickets or certifications will be paid at straight time and will not accrue towards overtime.
- d) Mandatory and non-mandatory meetings required by the Employer shall be paid at straight time and shall accrue towards overtime.

In general, what is considered time worked for purposes of overtime will be governed by the Employment Standards Act.

- 12.04 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime subject to Article 3.01.
- 12.05 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the Pre-Job Memorandum subject to Article 17.
- 12.06 When a statutory holiday occurs during the week, weekly overtime shall be paid for all hours worked in excess of thirty-two (32) hours per week, exclusive of daily overtime.
- 12.07 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week, other than those stipulated in Articles 12.10, 12.11 and 12.12.

## 12.08 Meal Periods

- a) There will be two (2) paid coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.
- b) Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked.
- c) Employees will receive a fifteen (15) minute coffee break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day. A coffee break will not apply to the meal break at twelve (12) hours.
- d) No employee will work more than five (5) consecutive hours without a one-half (1/2) hour meal period.
- e) Scheduling of the meal periods may be amended on a site specific basis, which will be done in accordance with Employment Standards Act standards.

12.09 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions. The employee agrees that they will not be entitled to loss of wages, live out allowance, travel time, travel allowance, transportation, meal allowance or any other form compensation from the company for scheduled work that is not attended due to religious convictions.

#### 12.10 Show-Up Time

An employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours' pay at his prevailing hourly rate. The employee shall also receive his full accommodation allowance if and when applicable.

#### 12.11 Starting Work

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

#### 12.12 Standby pay

Should an employee be required to be on standby, he shall receive eight (8) hours pay per day at the straight time rate for camp jobs only. Standby pay will not accrue towards overtime.

### **ARTICLE 13 - LAY-OFF PROCEDURE**

13.01 The Employer will not be required to give notice of lay-off when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.

13.02 The Employer agrees to ship the employee's personal belongings to the employee's home address at no cost to the employee within seven (7) days of the notice of layoff.

**ARTICLE 14 – VACATION TIME AND VACATION PAY**

- 14.01 a) Employees shall be entitled to an amount equal to six percent (6%) of their gross earnings as vacation pay.
- b) Employees shall be entitled to three (3) weeks of vacation time per year, subject to operational requirements. Vacation requests will not be unreasonably denied.
- 14.02 Vacation pay shall be paid on each pay cheque.

**ARTICLE 15 – HOLIDAYS AND HOLIDAY PAY**

15.01 Employees shall be entitled to receive an amount equal to four percent (4%) of their gross earnings in lieu of the following ten (10) holidays:

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

15.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times their regular rate of pay for the first twelve (12) hours worked, and double time for any work over twelve (12) hours , in addition to the holiday pay outlined in Article 15.01 above.

15.03 Holiday pay shall be paid on each pay cheque.

## **ARTICLE 16 - TRANSPORTATION, TRAVEL AND LIVING-OUT ALLOWANCE**

- 16.01 It is recognized by the parties that the purpose of transportation, travel and lodging allowances as established in this Article is to provide a fair means of compensating the employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.
- 16.02 For the purpose of this Agreement, the Employer's base of operation is defined as PO Box 26038 RPO Valleyview Kamloops, B.C., or designated site, as well as the job site.
- 16.03 There shall be a free travel and lodging zone established from the Employer's base of operations. In addition to the free travel zone of an eighty (80) kilometre radius, there shall be a free travel zone of eighty (80) kilometres from any Norpac job site outside Kamloops, B.C.
- 16.04 Daily Travel
- a) Employees receiving living -out allowance will not be entitled to the daily travel allowance unless the Employer and Union agree that there is no accommodation available within the eighty (80) kilometer radius from the job site.
  - b) Daily travel allowances will be paid on the employee's regular pay period cheque.
  - c) Daily travel time, for the eighty (80) kilometer radius, to the job site shall be considered a commute and not counted as time worked.

#### 16.05 Transfers and Travel Time

- a) On all projects, regardless of accessibility or isolation, where an employee transports an Employer's vehicle to the job, such employee will be paid his prevailing hourly rate of pay. Travel time will be determined by Google maps (shortest route) estimate from point of origin to point of destination. Such employees will not receive duplicating travel allowance.
- b) On all projects, regardless of accessibility or isolation, where an employee's classification requires the use of his own vehicle in the performance of his duties, he will be paid at his hourly rate of pay based on Google maps shortest route from the point of hire to the project and return.
- c) If the employee uses his own vehicle during transfers directly from one project to another, during the course at work, the employee will be paid at his hourly rate of pay based on Google maps shortest route from the point of hire to the project and return.
- d) Travel allowance will be paid only for the beginning and end of a project. And again if recalled to the same project. Employees who quit within twenty one (21) days shall not be entitled to travel allowance.
- e) Travel allowance for passengers in vehicle or air travel will be paid at a maximum of eight (8) hours' straight time per workday. Travel allowance will not accrue towards overtime. The Company is not responsible for traffic or airline delays and lost or stolen baggage while in transit.



- f) Drivers of company vehicles will be paid their regular rate of pay while driving a company vehicle.
- g) When required to fly, an employee will be compensated for airport parking or return cab fare to/from airport (whichever is the lesser thereof).

16.06 Living Out Allowance (LOA)

A pre-job agreement may be negotiated between the Employer and the Union.

LOA may be paid in the following manner:

- a) a lump sum payment of not less than the following amounts per day:

	<u>LOA</u>	<u>MEAL</u>
2019:	\$140.00	\$55.00
2020:	\$145.00	\$55.00
2021:	\$150.00	\$55.00

- b) the Employer may provide accommodation based on single room for all employees working at a jobsite. A meal allowance shall be payable at a rate of fifty-five dollars (\$55.00) per day. Employees may be exempted and elect another method of payment by mutual agreement.

16.07 Lodging allowance LOA will be paid for all out-of-town workdays, except for scheduled workdays on which the employee fails to report, subject to the following conditions:

- a) to be eligible for LOA, an employee's permanent residence must be outside an eighty (80) kilometer radius, by shortest public road, from the job site;

- b) the project must be outside the free travel zone established in Article 15.03;
- c) LOA begins when an employee reports for his first scheduled shift;
- d) LOA will be for all days worked and all show up days.

16.08 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for premiums, transportation, travel, and LOA. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union as outlined in Article 17.

16.09 Marshalling Points

A marshalling point shall be defined as the Project location or a mandatory meeting place where all employees are required to assemble at a certain time. Crews may have transportation via company vehicles or provide their own transportation where permitted to do so by the Company. The marshalling point shall be a reasonable distance from the normal accommodation and within the vicinity of the job site.

All time from the marshalling point to the job site will be considered time worked.

## **ARTICLE 17 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA**

- 17.01 a) If requested by Management, and as per Articles 16.06 and 2.04, a Project Specific Conference will be held to determine site-specific issues.
- b) If the Employer wishes to conduct a Pre-Job Memorandum to discuss items that may affect this Collective Agreement, they will notify the Steward and Union to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.
- c) A copy of the resulting Project Specific Memorandum will be provided to the Employer, the Union, and the Company Steward(s).
- d) When hired on a specific job, employees will sign a copy of the Project Specific Memorandum, acknowledging that they have read, understood, and accept its terms and conditions.

## **ARTICLE 18 - UNION-MANAGEMENT COMMITTEE**

- 18.01 a) In order to build a cooperative relationship between the Employer, the Union, and the employees, committee meetings will be scheduled every six (6) months or as agreed. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by, the Collective Agreement. The areas for discussion may include, but need not be limited to, the following:

- i) Safety measures;
  - ii) Matters that affect the working conditions of the employees;
  - iii) Training and promotion;
  - iv) Hiring policies; and
  - v) Discipline and discharge policies.
- b) The Employer and the Union will each appoint representatives to the committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

18.02 Employees attending the meetings during regular working hours will be entitled to their regular hourly wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their regular hourly rate of pay at straight time for time spent attending such meetings. Meetings shall be scheduled so as not to interfere with Company operations and will be two (2) hours or less in duration

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

## **ARTICLE 19 - HEALTH AND SAFETY**

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

19.02 The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment.

- 19.03 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- 19.04 The Employer will publish safety rules and procedures in the Company Health & Safety Manual. All employees shall have access to this document.
- 19.05 All safety matters shall be handled in accordance with the established WorkSafeBC procedures, and the Employer's Health & Safety Program.
- 19.06 Modified Work Programs
- a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending physician of the same. The Employer reserves the right to require a second medical opinion by a physician selected by the Employer.
  - b) The Employer will inform the physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the physician's approval.
  - c) The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by an attending physician as per Articles 19.06 (a) and (b).
- 19.07 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol

Policy that complies with current legislation. In general, the parties agree to use the latest version of the COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

19.08 Health and Safety Committee

- a) When necessary, a committee may be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.
- b) The Employer and the Union will each appoint representatives to the Committee.

**ARTICLE 20 – RETIREMENT SAVINGS PLANS**

20.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute one dollar and seventy five cents (\$1.75) per hour for all hours worked by each employee, as outlined in Schedule "A", to the Union-sponsored Group Retirement Savings Plan ("RSP").
- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the Employer.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions

which are above and beyond those contributions outlined in Schedule "A".

- d) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

#### 20.02 Retirement Plan Contribution Details

- a) The Employer will remit RSP contributions to the Union as outlined in Article 8.
- b) The Employer's contributions to the RSP Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- c) The total amount of RSP contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase and RSP contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's RSP contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase and RSP contribution limits as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.

- d) The Union acknowledges and agrees that, other than remitting contributions to the RSP Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP Plan or be responsible for providing such benefits.
- e) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions in Articles 20.01 a) as outlined in Schedule "A" will instead be paid on that employee's gross pay. This payment, in lieu of retirement plan contributions, will not be less than the amount that employee would have received if he/she were still contributing to a CLAC sponsored retirement plan.

## **ARTICLE 21 - HEALTH AND WELFARE PLAN**

- 21.01 The Employer agrees to pay the amount as set out in Schedule "A" for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 21.02 Employees are eligible to receive coverage in accordance with Article 21.01 on the first (1<sup>st</sup>) of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the requisite enrolment forms, which are a condition of coverage.
- 21.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, (outlined in Schedule "B") and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has



any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

21.04 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age seventy-five (75), an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" will be paid to that employee, upon attainment of their seventy fifth (75<sup>th</sup>) birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if he were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

21.05 The Parties agree that the Health and Welfare Plan amounts outlined in Schedule "A" are effective January first (1<sup>st</sup>) of each calendar year and are subject to negotiation. These negotiations will take place prior to January first (1<sup>st</sup>) of each calendar year. If the parties do not conclude an agreement before January first (1<sup>st</sup>) of each calendar year, all terms and conditions will be retroactive to January first (1<sup>st</sup>) once an agreement has been reached. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 26 of this Agreement.

## **ARTICLE 22 - TOOLS**

- 22.01 All tradesmen will supply their own tools common to their trade. Specialty and power tools will be provided by the Employer.
- 22.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.
- 22.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

## **ARTICLE 23 – SAFETY BOOT AND SAFETY GEAR ALLOWANCE**

The Employer will provide a Safety Boot and Safety Gear Allowance of up to a maximum of six hundred dollars (\$600.00) per year on a fifty percent (50%) cost share basis. Employee may spend one thousand two hundred dollars (\$1,200) for a maximum allowance of six hundred dollars (\$600). This allowance will be paid to the employee who presents a valid receipt of purchase by February first (1<sup>st</sup>) of each year. To qualify for the safety allowance, employees must complete a minimum of one thousand (1,000) work hours on an annual basis.

## **ARTICLE 24 - PROTECTIVE EQUIPMENT**

- 24.01 All employees will wear CSA-approved hard hats supplied by the Employer.
- 24.02 All employees will wear CSA-approved, or trade approved safety boots supplied by the employees. Project specific work

regulations will determine requirements for CSA and non CSA footwear.

24.03 The Employer will supply employees with safety equipment including but not limited to: gloves, hearing protection, non-prescription safety glasses, shields, goggles, particulate masks, breathing apparatuses and fall arrest equipment, if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment.

## **ARTICLE 25 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

25.01 The Employer will grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:

- a) Marriage of the employee;
- b) Sickness of the employee or in the employee's immediate family;
- c) Birth or adoption of the employee's child;
- d) Union business, other than the establishment of this Agreement;
- e) Death of a family member;
- f) Job related training; or
- g) Other personal reasons as approved by the Employer.

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

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

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

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

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

26.03 a) "Grievance" means a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. The grievors will be listed on the grievance form.

c) Policy Grievance

i) A Union "Policy Grievance" is defined as one which involves a question relating to the interpretation,

application or administration of this Agreement and will be signed by a Representative.

- ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the Employer.
  - ii) Either party may submit a Policy Grievance directly to Arbitration under Article 27, bypassing Step 1 and Step 2 of the Grievance Procedure.
- d) Any grievance referred to above will identify:
- i) the facts giving rise to the grievance;
  - ii) the section or sections of this Agreement claimed to be violated; and
  - iii) the relief requested.

26.04 a) Neither the Employer nor the Union will be required to consider or process any grievance which arose out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

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

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

26.06 Step 1

If a grievance is to be filed it will, within the seven (7) calendar days referred to in Article 26.04 above, be reduced to writing and will be presented to the other party's designated representative by the grieving party's designated representative. The party's representative receiving the grievance will notify the other party's representative of their decision in writing no later than seven (7) work days following the day upon which the grievance was received.

Step 2

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

## **ARTICLE 27 – ARBITRATION**

- 27.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 27.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days of receiving the decision given at Step 2 of the Grievance Procedure.
- 27.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 27.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 27.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 27.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

- 27.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 26 and 27 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 27.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of time worked and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 27.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 27.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 27.11 The parties will equally bear the expense of the Arbitrator.
- 27.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 28 – WARNING, SUSPENSION AND DISCHARGE**

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



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

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

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

a) Step One: Verbal Warning

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

b) Step Two: Written Warning

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

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

c) Step Three: Suspension

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

d) Final Step: Termination

The enforced cessation of employment.

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

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

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

## **ARTICLE 29 – GENDER CLAUSE**

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

## **ARTICLE 30 – DURATION**

30.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of October, two-thousand nineteen (2019), and shall remain in effect until the thirty (30<sup>th</sup>) day of September, two-thousand twenty two (2022), and for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.

30.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement. Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and ef30.03 The Parties agree to exclude the operation of Section 50 (2) and (3) of the *Labour Relations Code*.

**DATED** at Kamloops, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SIGNED on behalf of  
**NORPAC CONSTRUCTION  
INCORPORATED**

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

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized BC Representative

This printing is for information purposes only. Original signed documents are held on file at the Kelowna Member Centre.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized BC Representative

**SCHEDULE "A"**  
**CLASSIFICATIONS AND RATES OF PAY**  
**For all Construction Projects**

<b>Effective October 1, 2019</b>					
<b>Classification</b>	<b>Base Wage</b>	<b>Vac/Hol (10%)</b>	<b>RSP</b>	<b>*H&amp;W</b>	<b>Total</b>
Grade 14	\$38.02	\$3.80	\$1.75	\$1.84	<b>\$45.41</b>
Grade 13	\$36.96	\$3.70	\$1.75	\$1.84	<b>\$44.25</b>
Grade 12	\$35.90	\$3.59	\$1.75	\$1.84	<b>\$43.08</b>
Grade 11	\$34.85	\$3.49	\$1.75	\$1.84	<b>\$41.93</b>
Grade 10	\$33.79	\$3.38	\$1.75	\$1.84	<b>\$40.76</b>
Grade 9	\$32.74	\$3.27	\$1.75	\$1.84	<b>\$39.60</b>
Grade 8	\$31.68	\$3.17	\$1.75	\$1.84	<b>\$38.44</b>
Grade 7	\$30.62	\$3.06	\$1.75	\$1.84	<b>\$37.27</b>
Grade 6	\$29.57	\$2.96	\$1.75	\$1.84	<b>\$36.12</b>
Grade 5	\$27.46	\$2.75	\$1.75	\$1.84	<b>\$33.80</b>
Grade 4	\$25.34	\$2.53	\$1.75	\$1.84	<b>\$31.46</b>
Grade 3	\$23.23	\$2.32	\$1.75	\$1.84	<b>\$29.14</b>
Grade 2	\$21.12	\$2.11	\$1.75	\$1.84	<b>\$26.82</b>
Grade 1	\$19.01	\$1.90	\$1.75	\$1.84	<b>\$24.50</b>

\* Subject to Article 21

**SCHEDULE "A"**  
**CLASSIFICATIONS AND RATES OF PAY**

<b>Effective October 1, 2020</b>					
<b>Classification</b>	<b>Base Wage</b>	<b>Vac/Hol (10%)</b>	<b>RSP</b>	<b>*H&amp;W</b>	<b>Total</b>
Grade 14	\$38.78	\$3.88	\$1.75	\$1.84	<b>\$46.25</b>
Grade 13	\$37.70	\$3.77	\$1.75	\$1.84	<b>\$45.06</b>
Grade 12	\$36.62	\$3.66	\$1.75	\$1.84	<b>\$43.87</b>
Grade 11	\$35.55	\$3.55	\$1.75	\$1.84	<b>\$42.69</b>
Grade 10	\$34.47	\$3.45	\$1.75	\$1.84	<b>\$41.50</b>
Grade 9	\$33.39	\$3.34	\$1.75	\$1.84	<b>\$40.32</b>
Grade 8	\$32.31	\$3.23	\$1.75	\$1.84	<b>\$39.13</b>
Grade 7	\$31.23	\$3.12	\$1.75	\$1.84	<b>\$37.95</b>
Grade 6	\$30.16	\$3.02	\$1.75	\$1.84	<b>\$36.77</b>
Grade 5	\$28.01	\$2.80	\$1.75	\$1.84	<b>\$34.40</b>
Grade 4	\$25.85	\$2.58	\$1.75	\$1.84	<b>\$32.02</b>
Grade 3	\$23.69	\$2.37	\$1.75	\$1.84	<b>\$29.65</b>
Grade 2	\$21.54	\$2.15	\$1.75	\$1.84	<b>\$27.29</b>
Grade 1	\$19.39	\$1.94	\$1.75	\$1.84	<b>\$24.92</b>

\* Subject to Article 21

**SCHEDULE "A"**  
**CLASSIFICATIONS AND RATES OF PAY**

<b>Effective October 1, 2021</b>					
<b>Classification</b>	<b>Base Wage</b>	<b>Vac/Hol (10%)</b>	<b>RSP</b>	<b>*H&amp;W</b>	<b>Total</b>
Grade 14	\$39.56	\$3.96	\$1.75	\$1.84	<b>\$47.10</b>
Grade 13	\$38.45	\$3.85	\$1.75	\$1.84	<b>\$45.89</b>
Grade 12	\$37.35	\$3.74	\$1.75	\$1.84	<b>\$44.68</b>
Grade 11	\$36.26	\$3.63	\$1.75	\$1.84	<b>\$43.47</b>
Grade 10	\$35.16	\$3.52	\$1.75	\$1.84	<b>\$42.26</b>
Grade 9	\$34.06	\$3.41	\$1.75	\$1.84	<b>\$41.06</b>
Grade 8	\$32.96	\$3.30	\$1.75	\$1.84	<b>\$39.85</b>
Grade 7	\$31.86	\$3.19	\$1.75	\$1.84	<b>\$38.63</b>
Grade 6	\$30.76	\$3.08	\$1.75	\$1.84	<b>\$37.43</b>
Grade 5	\$28.57	\$2.86	\$1.75	\$1.84	<b>\$35.02</b>
Grade 4	\$26.36	\$2.64	\$1.75	\$1.84	<b>\$32.59</b>
Grade 3	\$24.17	\$2.42	\$1.75	\$1.84	<b>\$30.18</b>
Grade 2	\$21.97	\$2.20	\$1.75	\$1.84	<b>\$27.76</b>
Grade 1	\$19.78	\$1.98	\$1.75	\$1.84	<b>\$25.35</b>

\* Subject to Article 21

## Schedule "A" Notes:

1. Under Management's discretion a premium may be added to an employee's rate of pay to account for additional duties above their current rate classification.

### BC Blasting Certificate

A premium of one dollar (\$1.00) shall be paid to the designated Blaster for hours worked.

### Shift Premiums

Employees shall be eligible for a shift premium added to the base hourly rate subject to the following:

- a) Regular Shift  
Where a majority of the scheduled hours are between 6am and 6pm no premium shall apply for all hours worked.
- b) Night Shift  
Where a majority of the scheduled hours are between 6pm and 6am a two dollar (\$2.00) premium shall apply for all hours worked.
- c) Daily overtime hours are not included in determining the majority threshold.
- d) Where scheduled hours are equally split between two shifts, the higher shift premium will prevail.

### First Aid Ticket

The designated First Aid attendant with Industrial First Aid level 3 shall be paid the premium of one dollar (\$1.00) per hour for hours worked.



First Aid Attendant will be designated in accordance with WorkSafeBC requirements.

2. Apprenticeship

The parties encourage training and apprenticeship, and agree to cooperate to advance the same. Either party may sponsor apprentices. Wage rates of existing employees will not be reduced as a result of enrolment in an apprenticeship. Apprentices will be granted leave to attend mandatory in-school training.

## **SCHEDULE “B”**

### **INSURANCE PLAN COVERAGE – GOLD PLUS PLAN**

*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).*

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$2,000 per person annual
  - Major services: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit, doctor’s referral required;
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of six hundred dollars (\$600.00) per week. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident or hospitalization and the fourteenth (14<sup>th</sup>) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,600.00 per month), per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

#### **BENEFITS INFORMATION**

<b>CLAC BENEFITS TEAM</b> <a href="http://www.clac.ca">www.clac.ca</a>	<b>1-888-600-2522</b>
<b>CLAC RETIREMENT MEMBERCARE</b> Group RSP & Pension Plan	<b>1-800-210-0200</b>
<b>GREEN SHIELD CANADA</b> access through <a href="http://myclac.ca">myclac.ca</a>	<b>1-888-711-1119</b>
<b>MORNEAU SHEPPEL (EFAP)</b> <a href="http://www.workhealthlife.com">www.workhealthlife.com</a>	<b>1-844-880-9142</b>

**SCHEDULE "C"**  
**CONSCIENTIOUS OBJECTOR STATUS**

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

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

## **BENEFIT PLAN - FREQUENTLY ASKED QUESTIONS**

**1. When do my benefits start?**

*Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.*

**2. What must I do to enroll?**

*You must make sure that your completed enrolment form is mailed to the CLAC Benefits Team. You should receive this form in your sign-on package.*

**3. When will I receive my benefit start package?**

*You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.*

**4. Why does it take this long?**

*This is the time required for your employer to send the information for the Benefits Team to process this information, and for your package to be prepared and mailed.*

**5. What if I have claims before I receive my benefit start package?**

*Any claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.*

**6. How do I make a claim?**

*All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to the provider with a completed claim form.*

**7. Can my dentist submit claims directly?**

*Yes. Your dentist can submit your claims electronically.*

**8. Where do I get claim forms?**

- *your union steward*
- *CLAC's website, [www.clac.ca](http://www.clac.ca)*
- *the nearest CLAC Member Centre*
- *the CLAC Benefits Team: 1-888-600-2522*

**9. Will I receive a prescription drug card?**

*Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card about a week after you receive your benefit start package.*

**10. What if I don't receive my prescription drug card?**

*You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefits Team at 1-888-600-2522 to make sure you receive one.*

**11. How do I make a disability claim?**

*You must contact the Benefits Team for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefits Team for processing.*

**12. Does my CLAC health plan cover my provincial health care premiums?**

*No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.*

**13. Does my plan cover me if I am travelling outside of Canada?**

*Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefits Team if you have any questions.*

**14. What is the Employee Family Assistance Plan (EFAP)?**

*Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call the CLAC Benefits Team for more information.*

## RSP Questions

**1. Who administers the CLAC Group RSP?**

*The CLAC Group RRSP is administered by the CLAC Retirement team. The investments are held with Great-West Life.*

**2. How can I contact them?**

*Contact the CLAC Retirement team by phone at 1-800-210-0200 or by email at [retire@clac.ca](mailto:retire@clac.ca)*

**3. How is my account opened?**

*A CLAC Group RRSP account is opened for you once your employer remits a contribution on your behalf to the CLAC Retirement team.*

**4. When is my account registered?**

*Your funds will sit in a non-registered account until the CLAC Retirement team receives your completed “**Opening Your Plan**” form (included in your new hire package). The registration of your account means that you are taking advantage of the tax sheltering benefits of an RRSP. Contribution receipts are issued twice a year (January and March) for you to use to offset your income when filing your taxes.*

***For more information on your CLAC Group RSP account contact the CLAC Retirement team or log on to myCLAC at [www.clac.ca](http://www.clac.ca) . After logging in, click on the “View Retirement”.***