

**COMMERCIAL/INSTITUTIONAL
PROVINCIAL
COLLECTIVE AGREEMENT**

BETWEEN

PCL CONSTRUCTORS WESTCOAST INC.

AND

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

January 1, 2020 – December 31, 2022

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION.....	2
ARTICLE 3 – SCOPE	3
ARTICLE 4 – REPRESENTATION.....	4
ARTICLE 5 – WORK STOPPAGES	6
ARTICLE 6 – EMPLOYMENT POLICY AND UNION MEMBERSHIP	7
ARTICLE 7 – UNION DUES.....	8
ARTICLE 8 – CLASSIFICATIONS AND RATES OF PAY	8
ARTICLE 9 – HOURS OF WORK AND OVERTIME	9
ARTICLE 10 – VACATIONS AND VACATION PAY.....	11
ARTICLE 11 – HOLIDAYS AND HOLIDAY PAY	12
ARTICLE 12 – LAYOFFS	13
ARTICLE 13 – TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN JOBS.....	13
ARTICLE 14 – HEALTH AND WELFARE AND RETIREMENT SAVINGS (RSP) PLANS.....	14
ARTICLE 15 – TOOLS.....	16
ARTICLE 16 – SAFETY.....	16
ARTICLE 17 – UNION-MANAGEMENT COMMITTEE.....	18
ARTICLE 18 – EDUCATION, TRAINING AND PUBLICATION.....	20
ARTICLE 19 – LEAVES OF ABSENCE AND BEREAVEMENT LEAVES.....	20
ARTICLE 20 – GRIEVANCE PROCEDURE	21
ARTICLE 21 – ARBITRATION	23
ARTICLE 22 – DISCHARGE, SUSPENSION AND WARNING	25
ARTICLE 23 – DURATION	26
SCHEDULE “A-1”	27
SCHEDULE “A-2”	30
SCHEDULE “B”	34
SCHEDULE “C”	36
BENEFIT PLAN – FREQUENTLY ASKED QUESTIONS.....	37

**COMMERCIAL/INSTITUTIONAL
PROVINCIAL
COLLECTIVE AGREEMENT**

BETWEEN

PCL CONSTRUCTORS WESTCOAST INC.
(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 Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d) establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and

achieve a relationship among the Union, the Employer and the employees will be conducive to their mutual well-being.

- 1.02 It is agreed that the omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole 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 except office staff and those excluded by the Code.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 The Union acknowledges that it is the function of the Employer to:
- a) manage the enterprise, including the scheduling of work and the control of materials;
 - b) maintain order, discipline and efficiency;

c) hire, direct, transfer, promote, layoff, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that they have been disciplined or discharged without just cause will be subject to the Grievance Procedure.

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

ARTICLE 3 – SCOPE

3.01 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.

3.02 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.

3.03 Notwithstanding Article 3.01, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

3.04 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 4 – REPRESENTATION

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

4.02 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. Representatives will abide by the site protocols of the client and Employer.

4.03 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) The Union will advise the Employer, in writing, of the name(s) of the Steward(s) and the date of their appointment.
- c) 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.
- d) A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information. This will, whenever possible, occur during the new employee's site orientation or first shift.

4.04 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the prevailing hourly rate. The maximum time to be paid for negotiations shall be a total of eight (8) hours' pay.

4.05 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 exclusive use of the Union.

ARTICLE 5 – WORK STOPPAGES

5.01 In accordance with the *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 6 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Employer has the right to hire new employees as needed.
- 6.02 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided that such applicants are qualified to meet the requirements of the job. The parties may conclude a Letter of Agreement to initiate a dispatch arrangement on a project basis.
- 6.03 Employees will be hired on a five hundred (500) hours-worked probationary period, and thereafter shall attain regular employment status. The parties agree that the layoff or discharge of a probationary employee because of skills, abilities, or appropriateness shall be in the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith and provided that the employee has been properly notified of reasonable standards that they are expected to meet.
- 6.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 6.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. The Employer will communicate the hiring of a new employee by memo, indicating name, address, starting date, classification, and wage rate. Within the probationary period, the Employer will refer any new employee to a Steward or a CLAC Representative in order to give

such Steward or CLAC Representative an opportunity to describe the Union's purpose and representation policies.

- 6.06 The Union agrees it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

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 out 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 administrative dues owed to the Union by an employee upon hire.
- 7.02 The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the twenty fifth (25th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.
- 7.03 Unless agreed differently, the remittances required as a result of the operation of Articles 14 and 18 will be made together with the dues remittance as noted in Article 7.01 above.

ARTICLE 8 – CLASSIFICATIONS AND RATES OF PAY

- 8.01 Rates of pay to various classifications are as set forth in Schedule "A", or other applicable schedules, attached hereto and made part hereof.

- 8.02 Where new classifications are established by the Employer, the rates for same shall be subject to negotiations between the Employer and the Union. If no agreement is reached, either party may resort to the Grievance Procedure.
- 8.03 The Employer agrees to pay two (2) hours of wages in the event that the employee reports for work in the usual manner but is prevented from starting work due to any cause not within their control. If the employee was scheduled for more than eight (8) hours, the Employer agrees to pay four (4) hours of wages.
- 8.04 If an employee begins work, they shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case they will receive a minimum of two (2) hours' pay.
- 8.05 The Employer may assign employees to any work regardless of the employee's classification. The classifications are meant to describe the general level of skill and capability rather than limit the jurisdiction that can be performed by the employee.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

- 9.01 The normal workweek shall consist of five (5) eight-(8) hour workdays, Monday to Friday inclusive.
- 9.02 a) Work performed in excess of eight (8) hours per day shall be paid at the rate of one and one-half (1½) times the regular rate of pay, irrespective of weekly hours.

- b) When the schedule is for a compressed work week consisting of four (4) days of ten (10) hours each, work performed in excess of ten (10) hours per day shall be paid at the rate of one and one-half (1½) times the regular rate of pay, irrespective of weekly hours. If a modified work schedule is to be implemented for a period longer than four (4) weeks, it will be negotiated on a project-by-project basis.
- 9.03 Work performed in excess of twelve (12) hours per day shall be paid at the rate of two (2) times the regular rate of pay, irrespective of weekly hours.
- 9.04 Work performed in excess of forty (40) hours per week, excluding daily overtime, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. When a statutory holiday occurs during the week, overtime shall be paid for all hours in excess of thirty-two (32) hours per week excluding daily overtime. 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, or twenty-four (24) hours, exclusive of daily overtime, if there are two (2) statutory holidays in a week.
- 9.05 a) Employees who are required by their supervisor to perform work on Saturday or Sunday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first twelve (12) hours and two (2) times the regular rate of pay thereafter, irrespective of weekly hours. Weekly overtime as per Article 9.04 shall apply.
- b) Should weekend work be available, employees may, at their option, 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 workweek due to inclement weather or other cause beyond the control of the Employer. In such cases, weekly overtime as per 9.04 shall still apply.

c) The Employer and the Union may, on a site or project basis, agree to alternative schedules.

9.06 There shall be two (2) rest periods (or coffee breaks) with pay, of ten (10) minutes' duration each, daily, at the work station if possible.

9.07 No employee will work more than five (5) consecutive hours without a one-half (½) hour meal period.

9.08 If an employee should be 'called out' on weekends, they shall be paid a minimum of four (4) hours times the appropriate overtime rate for each call-out.

9.09 Overtime work as a continuation of shift work hours shall be paid as per the Employment Standards Act.

9.10 If an employee is required by the Employer to take training outside of regular working hours, this will be considered time worked as per the Employment Standards Act.

ARTICLE 10 – VACATIONS AND VACATION PAY

10.01 a) All employees shall receive vacation pay, calculated at four percent (4%) of their total wages, paid out in each pay period. Vacation time can be taken as per the BC Employment Standards Act.

b) After the employee completes eight thousand (8000) hours of employment, they will be entitled to an additional two percent (2%) of the total wages of the employee. Vacation time can be taken as per the BC Employment Standards Act.

10.02 The Employer will endeavour to grant vacations at the times requested, in the vacation seasons or periods, considering business requirements. As a guideline, employees with the greatest length of service will have first choice of the time to be granted off.

ARTICLE 11 – HOLIDAYS AND HOLIDAY PAY

11.01 The Employer agrees to pay the following eleven (11) statutory holidays at four and four tenths percent (4.4%) of the employee's total wages:

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

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

11.02 If an employee is required to work on one of the above-mentioned holidays, they shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first twelve (12) hours worked, and two (2) times the regular rate for all hours worked thereafter.

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

11.04 In the event that a statutory holiday falls on a Tuesday, Wednesday, or Thursday, it may be rescheduled by agreement of the parties.

ARTICLE 12 – LAYOFFS

12.01 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the lay-off occurred, together with each employee's classification and latest available phone number.

12.02 Whenever practicable, employees shall receive advance notice of layoff.

ARTICLE 13 – TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN JOBS

13.01 Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer shall pay a lodging allowance which will be appropriate to the project and be calculated so as to cover the cost of reasonable lodging, or alternatively, provide, at their own expense, suitable accommodation for the employees. Allowances will not be paid for any day on which an employee lays-off work of their own accord for reasons other than sickness or accident. When an employee is absent for the

reasons noted above, they shall furnish the Supervisor on the job with satisfactory evidence of illness and/or accident or shall forfeit the allowances. In order to be eligible for lodging, an employee's permanent residence must be further than seventy-five (75) kilometres by shortest public road from the job site.

13.02 The Employer will provide transportation from the employee's point of hire in British Columbia to the project at the commencement of employment and return to the same point upon layoff at no cost to the employee. If an employee quits within their probationary period, they shall not receive the benefits provided herein. There shall be a free travel zone of seventy-five (75) kilometres by shortest public road from a job site.

13.03 Lodging and travel allowances, where applicable, shall be negotiated on a project-by-project basis. If the parties are unable to agree, the matter shall be settled by binding arbitration.

ARTICLE 14 – HEALTH AND WELFARE AND RETIREMENT SAVINGS (RSP) PLANS

14.01 a) In order to protect employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute one hundred percent (100%) of the premium cost to the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline of the Plan can be found in Schedule "B". Premiums shall be remitted monthly, in accordance with the timelines stipulated for union dues.

- b) Employees are eligible to receive coverage on the first of the month following three hundred fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment forms for the benefit plan, which is a condition of coverage.
 - c) Employees must work a minimum of one hundred and twenty (120) hours per month to maintain coverage.
- 14.02 a) In the event of sickness or accident befalling an employee who has worked for the Employer for at least one (1) year, the Employer agrees to continue paying the CLAC administered Health and Welfare Plan premiums for a period of two (2) calendar months following the onset of lost time due to sickness or accident.
- b) In the event of layoff of an employee who has worked for the Employer for at least one (1) year, the Employer agrees to continue paying the CLAC administered Health and Welfare Plan premiums to provide uninterrupted coverage for a period of three (3) months.
- 14.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements 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.
- 14.04 a) The Employer agrees to contribute as per Schedules “A” or other applicable schedules, for each hour worked for each employee to the group Retirement Savings Plan administered

by the CLAC Health and Welfare Trust Fund, subject to an equal or greater contribution by the employee. Refusal by an employee to authorize a payroll deduction will relieve the Employer of its obligation to remit its share.

- b) All regular full-time employees who have completed their probationary period, as per Article 6.03, will be eligible to participate in the RSP program, administered by the Trust Fund, beginning the first (1st) day of the week following the completion of their probation.
- c) Contributions to the employee's Retirement Savings Plan, administered by the Trust Fund, shall be made monthly in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.

14.05 The Employer agrees to co-operate in allowing additional employee-authorized payroll deductions towards the RSP and is entitled to set reasonable rules in respect of further authorized deductions.

ARTICLE 15 – TOOLS

15.01 All skilled trade-workers shall supply their own tools common to their trade, except power tools.

ARTICLE 16 – SAFETY

16.01 a) The Employer 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.

- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst 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;
 - d) The Employer shall schedule regular safety meetings at least once per month for all employees on the site, during the work shift.
- 16.02 a) The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees upon request.
- b) Employees shall have the right to refuse to work, as per WorkSafe BC rules, on or with unsafe equipment, tools, or working conditions.
- 16.03 An employee who is injured on the job during working hours, and is required to leave for treatment for such injury, shall receive payment for the remainder of their shift.
- 16.04 An employee who is injured on the job and requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalisation for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.

16.05 All safety matters shall be handled in accordance with the established WorkSafe BC procedures and the Employer's Safety Manual.

16.06 Light Modified Duty Work Programs

If an employee is injured on the job and requires medical attention, the employee is entitled to light modified duty work and shall inform the attending physician of the same. The Employer shall inform the physician of the types of light modified duty work available to the employee and shall make the same available to the employee with the physician's approval.

ARTICLE 17 – UNION-MANAGEMENT COMMITTEE

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

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving toward efficient use of scarce resources, energy, and environment, and in the adequate development of research, production, and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management;

d) a strong management does not discourage co-operation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

17.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months, or as required, during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include, but not be limited to:

- i) hiring policies;
- ii) discipline and discharge policies;
- iii) training and promotion;
- iv) safety measures;
- v) matters that affect the working conditions of the employees.

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

17.03 A committee member attending the Union-Management meetings during regular working hours shall be entitled to their regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.

- 17.04 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 17.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive work resides with Management, unless specifically abridged, delegated, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 18 – EDUCATION, TRAINING AND PUBLICATION

- 18.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.5%) of the hourly wage to the Union's Education and Training Fund, for all hours worked by all employees. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.
- 18.02 The parties shall equally bear the costs associated with printing and publication of the Collective Agreement.

ARTICLE 19 – LEAVES OF ABSENCE AND BEREAVEMENT LEAVES

- 19.01 An employee will be granted three (3) days' leave of absence with pay at their regular straight time hourly rate to make arrangements for and to attend the funeral of a member of the employee's parent, grandparent, parent-in-law, sister, brother, son-in-law, daughter-in-law, spouse, and children.
- 19.02 a) In addition to the leaves contained in the ESA, the Employer shall grant leaves of absence without pay and without other benefits, for a maximum period of two (2) months for:
- i) sickness in the employee's immediate family;

- ii) death in the employee's immediate family.
 - b) Requests for leaves of absence for educational purposes shall be negotiated between the Employer and the employee. In the event of a dispute, the request for leave shall be reviewed and decided by the Union-Management Committee established in Article 17.
- 19.03 The above shall not preclude extensions for education or personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.
- 19.04 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.
- 19.05 In no case may an employee be deprived of the leave and associated rights to which they are entitled under the Employment Standards Act or any other applicable legislation.

ARTICLE 20 – GRIEVANCE PROCEDURE

- 20.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 20.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run

until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

20.03 A “Group Grievance” is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.

20.04 A “Policy Grievance” is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 20, bypassing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.

20.05 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.

20.06 Step 1

Any employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to their immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) workday following the day upon which the grievance is submitted and will notify the griever and the Union Representative of their decision in writing.

Step 2

If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1 or within five (5) workdays of the day this decision should have been made, submit a grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of their decision in writing within five (5) workdays of the said meeting.

20.07 Due to the distances involved, the time limits beyond Step 1 shall remain flexible in order to deal fairly with the grievance.

ARTICLE 21 – ARBITRATION

21.01 Notification

Either of the parties may notify the other party of its desire to submit a grievance to Arbitration in a manner as set out below.

21.02 Single Arbitrator Selection

The Parties agree that a single Arbitrator shall be used as provided for in the *Labour Relations Code of B.C.* The Employer and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the party requesting arbitration has delivered written notice to the other Party.

21.03 Failure to Agree

In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

21.04 Arbitrator

The Arbitrator will be encouraged to commence a hearing within ten (10) working days of their appointment and to render a decision within fifteen (15) working days from the date of the conclusion of the hearing.

21.05 Powers of the Arbitrator

The authority of the Arbitrator shall be as set out in section 89 of the *Labour Relations Code of B.C.* The Arbitrator shall not be vested with the power to change this Agreement or to alter, modify, or amend any of its provisions.

21.06 Decision Final and Binding

The decision of the Arbitrator shall be final and binding on both parties.

21.07 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision which they shall make every effort to do within five (5) working days.

21.08 Costs

Each Party shall bear one-half (1/2) the cost of the Arbitrator.

21.09 Any dispute between the parties regarding the wage reviews noted in Schedule "A" or other appropriate Schedules, shall be dealt with as follows:

- a) Where the parties fail to reach agreement on a wage review within one (1) month of the anniversary date of the Agreement, any remaining differences may be submitted by

either party to Gabriel Somjen, or an agreed upon alternate, as arbitrator for final and binding settlement.

- b) Factors to be considered by the Arbitrator shall include cost of living increases and the competitive position of the Employer in the industry.
- c) The issue to be addressed by the Arbitrator is wages. Issues not within an Arbitrator's purview for review include benefits, RSP, ETF costs, or other contract language issues.

ARTICLE 22 – DISCHARGE, SUSPENSION AND WARNING

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

22.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

22.03 Employees who fail to report for work for three (3) consecutive days or shifts without giving a justifiable reason shall be deemed to have voluntarily quit.

ARTICLE 23 – DURATION

23.01 This Agreement shall be effective on the first (1st) day of January, two thousand twenty (2020) and shall remain in effect until the thirty-first (31st) day of December, two thousand twenty-two (2022) and for further periods of one (1) year, unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein within four (4) months immediately preceding the date of the expiry of the Agreement. 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.

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

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

DATED at _____, BC, this _____ day of _____ 2020.

**Signed on behalf of
PCL CONSTRUCTORS
WESTCOAST INC.**

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

Authorized Representative

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

Representative

Authorized Representative

SCHEDULE "A-1"
Effective January 1, 2020 Classifications and Rates of Pay (CI Sector)
Inside Metro Vancouver and Greater Victoria Areas

Classifications	Base Rate 2020	Vac/ Stat 8.4%*	RSP 5%	ETF .5%	H & W Direct Pay	Total
Carpenter Foreperson 1	\$35.91	\$3.02	\$1.80	\$0.17	\$1.93	\$42.83
Carpenter Foreperson 2	\$36.73	\$3.09	\$1.84	\$0.18	\$1.93	\$43.77
Carpenter Lead Hand 1	\$34.23	\$2.88	\$1.71	\$0.17	\$1.93	\$40.92
Carpenter Lead Hand 2	\$35.07	\$2.95	\$1.75	\$0.17	\$1.93	\$41.87
Carpenter Journeyperson Level 1	\$30.27	\$2.54	\$1.51	\$0.15	\$1.93	\$36.40
Carpenter Journeyperson Level 2	\$31.38	\$2.64	\$1.57	\$0.15	\$1.93	\$37.67
Carpenter Journeyperson Level 3	\$33.39	\$2.80	\$1.67	\$0.16	\$1.93	\$39.95
Carpenter Journeyperson Level 4	\$34.25	\$2.88	\$1.71	\$0.17	\$1.93	\$40.94
Uncertified Journeyperson 1	\$26.49	\$2.23	\$1.32	\$0.13	\$1.93	\$32.10
Uncertified Journeyperson 2	\$28.31	\$2.38	\$1.42	\$0.14	\$1.93	\$34.18
Uncertified Journeyperson 3	\$29.84	\$2.51	\$1.49	\$0.14	\$1.93	\$35.91
Carpenter Apprentice 4th year (90%)	\$30.05	\$2.52	\$1.50	\$0.15	\$1.93	\$36.15
Carpenter Apprentice 3rd year (80%)	\$26.71	\$2.24	\$1.34	\$0.13	\$1.93	\$32.35
Carpenter Apprentice 2nd year (70%)	\$23.36	\$1.96	\$1.17	\$0.11	\$1.93	\$28.53
Carpenter Apprentice 1st year (60%)	\$20.00	\$1.68	\$1.00	\$0.10	\$1.93	\$24.71

*After 8000 hours worked, Vac/Stat benefit increases to 10.4%

Premiums: Carpenter Leadhand: 5% added to wage rate

Carpenter Foreperson: 10% added to wage rate

**Effective January 1, 2020 Classifications and Rates of Pay (CI Sector)
Inside Metro Vancouver and Greater Victoria Areas**

Classifications	Base Rate 2020	Vac/ Stat 8.4%*	RSP 5%	ETF .5%	H & W Direct Pay	Total
Formfitter Level 1	\$19.75	\$1.66	\$0.99	\$0.10	\$1.93	\$24.43
Formfitter Level 2	\$22.89	\$1.92	\$1.14	\$0.11	\$1.93	\$27.99
Formfitter Level 3	\$26.01	\$2.18	\$1.30	\$0.13	\$1.93	\$31.55
Formfitter Level 4	\$29.13	\$2.45	\$1.46	\$0.14	\$1.93	\$35.11
Concrete Finisher Foreperson	\$36.73	\$3.09	\$1.84	\$0.18	\$1.93	\$43.77
Concrete Finisher Lead Hand	\$35.07	\$2.95	\$1.75	\$0.17	\$1.93	\$41.87
Concrete Finisher Journeyman Level 1	\$31.38	\$2.64	\$1.57	\$0.16	\$1.93	\$37.68
Concrete Finisher Journeyman Level 2	\$33.39	\$2.80	\$1.67	\$0.17	\$1.93	\$39.96
Concrete Finisher Apprentice 3rd year (90%)	\$30.06	\$2.53	\$1.50	\$0.15	\$1.93	\$36.17
Concrete Finisher Apprentice 2nd year (80%)	\$26.72	\$2.24	\$1.34	\$0.13	\$1.93	\$32.36
Concrete Finisher Apprentice 1st year (70%)	\$23.06	\$1.94	\$1.15	\$0.12	\$1.93	\$28.20
Labourer Foreperson	\$27.22	\$2.29	\$1.36	\$0.14	\$1.93	\$32.94
Labourer Lead Hand	\$27.22	\$2.29	\$1.36	\$0.14	\$1.93	\$32.94
Labourer/Operator Light Equipment	\$25.91	\$2.18	\$1.30	\$0.13	\$1.93	\$31.45
Labourer Level 1	\$18.47	\$1.55	\$0.92	\$0.09	\$1.93	\$22.96
Labourer Level 2	\$20.00	\$1.68	\$1.00	\$0.10	\$1.93	\$24.71
Labourer Level 3	\$21.56	\$1.81	\$1.08	\$0.11	\$1.93	\$26.49

*After 8000 hours worked, Vac/Stat benefit increases to 10.4%

Premiums: Carpenter Leadhand: 5% added to wage rate

Carpenter Foreperson: 10% added to wage rate

Effective January 1, 2020 Classifications and Rates of Pay (CI Sector)
Inside Metro Vancouver and Greater Victoria Areas

Classifications	Base Rate 2020	Vac/ Stat 8.4%*	RSP 5%	ETF .5%	H & W Direct Pay	Total
Labourer Level 4	\$24.24	\$2.04	\$1.21	\$0.12	\$1.93	\$29.54
Labourer Level 5	\$27.02	\$2.27	\$1.35	\$0.14	\$1.93	\$32.71
Labourer Level 6	\$28.00	\$2.35	\$1.40	\$0.14	\$1.93	\$33.82
Flagger	\$18.25	\$1.53	\$0.91	\$0.09	\$1.93	\$22.71
Operator Tower Crane Journeyperson A	\$41.61	\$3.50	\$2.08	\$0.21	\$1.93	\$49.33
Operator Tower Crane Journeyperson B	\$37.45	\$3.15	\$1.87	\$0.19	\$1.93	\$44.59
Operator Tower Crane Journeyperson C	\$33.29	\$2.80	\$1.66	\$0.17	\$1.93	\$39.85
Rigger 1	\$24.24	\$2.04	\$1.21	\$0.12	\$1.93	\$29.54
Rigger 2	\$27.02	\$2.27	\$1.35	\$0.14	\$1.93	\$32.71
Surveyor 1	\$35.07	\$2.95	\$1.75	\$0.18	\$1.93	\$41.88
Surveyor 2	\$36.73	\$3.09	\$1.84	\$0.18	\$1.93	\$43.77
Yard Labourer Level 1	\$18.47	\$1.55	\$0.92	\$0.09	\$1.93	\$22.96
Yard Labourer Level 2	\$23.41	\$1.97	\$1.17	\$0.12	\$1.93	\$28.60
Yard Labourer Level 3	\$24.24	\$2.04	\$1.21	\$0.12	\$1.93	\$29.54

*After 8000 hours worked, Vac/Stat benefit increases to 10.4%

Premiums: Carpenter Leadhand: 5% added to wage rate

Carpenter Foreperson: 10% added to wage rate

SCHEDULE "A-2"
Effective January 1, 2020 Classifications and Rates of Pay (CI Sector)
Outside Metro Vancouver and Greater Victoria Areas

Classifications	Base rate 2020	Vac/Stat 8.4%*	RSP 5%	ETF .5%	H & W Direct Pay	Total
Carpenter/Cement Mason Certified Class I	\$ 31.29	\$ 2.63	\$ 1.56	\$ 0.16	\$ 1.93	\$ 37.57
Carpenter/Cement Mason Certified Class II	\$ 29.37	\$ 2.47	\$ 1.47	\$ 0.15	\$ 1.93	\$ 35.39
Uncertified Journeyperson I	\$ 27.88	\$ 2.34	\$ 1.39	\$ 0.14	\$ 1.93	\$ 33.68
Uncertified Journeyperson II	\$ 26.41	\$ 2.22	\$ 1.32	\$ 0.13	\$ 1.93	\$ 32.01
Apprentice - 4th year (90%)	\$ 28.09	\$ 2.36	\$ 1.40	\$ 0.14	\$ 1.93	\$ 33.92
Apprentice - 3rd year (80%)	\$ 24.87	\$ 2.09	\$ 1.24	\$ 0.12	\$ 1.93	\$ 30.25
Apprentice - 2nd year (70%)	\$ 21.66	\$ 1.82	\$ 1.08	\$ 0.11	\$ 1.93	\$ 26.60
Apprentice - 1st year (60%)	\$ 18.45	\$ 1.55	\$ 0.92	\$ 0.09	\$ 1.93	\$ 22.94
Operator-Overhead Crane Minimum	\$ 33.25	\$ 2.79	\$ 1.66	\$ 0.17	\$ 1.93	\$ 39.80
Operator-Light Equipment	\$ 24.10	\$ 2.02	\$ 1.21	\$ 0.12	\$ 1.93	\$ 29.38
Labourer - Foreperson	\$ 25.36	\$ 2.13	\$ 1.27	\$ 0.13	\$ 1.93	\$ 30.82
Skilled	\$ 25.16	\$ 2.11	\$ 1.26	\$ 0.13	\$ 1.93	\$ 30.59
Construction	\$ 22.50	\$ 1.89	\$ 1.13	\$ 0.11	\$ 1.93	\$ 27.56
General	\$ 19.92	\$ 1.67	\$ 1.00	\$ 0.10	\$ 1.93	\$ 24.62
Entry	\$ 18.45	\$ 1.55	\$ 0.92	\$ 0.09	\$ 1.93	\$ 22.94
Flagger	\$ 18.25	\$ 1.53	\$ 0.91	\$ 0.09	\$ 1.93	\$ 22.71
Casual / Clean-up	\$ 16.93	\$ 1.42	\$ 0.85	\$ 0.08	\$ 1.93	\$ 21.21

*After 8000 hours worked, Vac/Stat benefit increases to 10.4%

Premiums: Carpenter Leadhand: 5% added to wage rate

Carpenter Foreperson: 10% added to wage rate

SCHEDULES “A-1” and “A-2” NOTES

1. The parties agree to meet by December, two thousand and twenty (2020), two thousand and twenty-one (2021) in order to hold wage reviews.

2. First Aid Ticket
All employees shall be encouraged to obtain a First Aid ticket. All employees holding a valid Level 2 or Level 3 First Aid Certificate will receive a premium of fifty cents (\$0.50) per hour.

3. Apprenticeship Rates
The parties encourage training and apprenticeship, and agree to cooperate to advance 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.

Wage Rates for Apprenticeships with 4 Levels

Apprenticeship Level	Requirements	% of Journey-person Rate
Level 1	Start apprenticeship Sponsor with CLAC or company	60%
Level 2	Finish 25% of practical training and Level 1 examination	70%
Level 3	Finish 50% of practical training and Level 2 examination	80%
Level 4	Finish 75% of practical training and Level 3 examination	90%

Practical training requirements as determined by the ITA:

Carpenter: 6,360 hours

Wage Rates Apprenticeships with 3 Levels

Apprenticeship Level	Requirements	% of Journey-Person Rate
Level 1	Start apprenticeship	70%
Level 2	Finish 33 1/3% of practical training and Level 1 examination	80%
Level 3	Finish 66 2/3% of practical training and Level 2 examination	90%

Practical training requirements as determined by the ITA:

Cement Mason (Concrete Finisher): 3240 hours

Ironworker: 4,740 hours

4. The Employer will make a one-time contribution of seventy-five dollars (\$75.00) for each eligible employee, toward the purchase of custom earplugs. To be eligible for this benefit, employees must have completed one (1) continuous year of service [twelve (12) calendar months or two thousand (2000) hours worked]. Employment shall be deemed continuous for employees on approved leaves of absence.

5. Shift Premium

The Employer will implement a Shift Premium in the amount of two dollars (\$2.00) per hour, subject to the following:

- The premium shall automatically apply when the majority of daily hours fall outside the normal working hours of 7:00 am to 3:00 pm.
- When the majority of daily hours do not fall outside the normal working hours of 7:00 am to 3:00 pm, the parties will meet before any such shift is implemented to agree on whether the shift premium applies, and if so, its amount (maximum of two dollars [\$2.00] per hour). If no agreement is reached, the issue may be submitted to binding arbitration.

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 A.D. &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;
- semi-private hospital coverage with no deductible for employee and family;
- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of six hundred (\$600.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) 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

CLAC BENEFITS TEAM	1-888-600-2522
www.clac.ca	
CLAC RETIREMENT MEMBERCARE	1-800-210-0200
(Group RSP & Pension Plan)	
GREEN SHIELD CANADA	1-888-711-1119
(access through myCLAC.ca)	
MORNEAU SHEPELL (EFAP)	1-844-880-9142
www.workhealthlife.com	

SCHEDULE "C"
CONSCIENTIOUS OBJECTOR STATUS

*(This schedule 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*
- *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 RSP 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

3. How is my account opened?

A CLAC Group RSP 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 employee package). The registration of your account means that you are taking advantage of the tax sheltering benefits of an RRSP. Contributions 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 . After logging in, click on the “View Retirement”.