

**British Columbia**

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**LEDCOR INDUSTRIAL LIMITED**

**AND:**

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

**Duration: March 1, 2020 – February 29, 2024**

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## **COLLECTIVE AGREEMENT**

**BETWEEN: LEDCOR INDUSTRIAL LIMITED**  
(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 Employer, the Union and the employees, as parties to this agreement, which has been negotiated and entered into in good faith:

- a) to recognize mutually the respective rights, responsibilities and functions of the parties;
- b) to provide and maintain working conditions, hours of work, wage rates, travel allowances, and benefits as set forth in this agreement;
- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) to establish a just and prompt procedure for the disposition of grievances;
- e) and through the full and fair administration of all the provisions contained within this agreement, to achieve a relationship among the Union, the Employer, and the

employees 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 a management;
- b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of the employees, research, production and marketing;
- 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, in bad faith, or that violates applicable Human Rights legislation.

## **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 Article 2.02.

2.02 This Agreement covers all employees of the Employer employed in the Province of British Columbia and/or the Yukon Territories

save and except Supervisors, Managerial, Office and Clerical Personnel.

- 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 administering and negotiating the terms and conditions of this Agreement, and all matters related thereto.
- 2.04 There will 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 – SCOPE**

- 3.01 Should any part of this Agreement be declared invalid, the remainder of the Agreement will continue in full force and effect.
- 3.02 The parties agree to abide by the terms of the *Employment Standards Act*, as amended, including, without limiting the foregoing, those provisions set out in Section 3.
- 3.03 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 – MANAGEMENT'S RIGHTS**

4.01 Subject to the terms of this Agreement, the Employer's rights include the right:

- a) to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause;
- b) to select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c) to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

4.02 The sole and exclusive jurisdiction over operations, building, machinery, equipment will be vested in the Employer.

- 4.03 The Employer may 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 employees;
  - c) It cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.
- 4.04 The Employer will discuss with the Union, at the Pre-Job Conference, the portion or portions of the project that the Employer wishes to sub-contract and the subcontractors to be hired to do such work.
- 4.05 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. A Union Representative may attend such meetings.

## **ARTICLE 5 – UNION REPRESENTATION**

For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- 5.01 Stewards
- a) The Union has the right to select or appoint Stewards to assist the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. The Union will notify and communicate with the Employer prior

to the appointment of a Steward. In general, the number of Stewards will be determined as follows:

- i) when there are fifty (50) or less employees - one (1) Steward;
  - ii) over fifty (50) employees, but less than one hundred (100) - two (2) Stewards;
  - iii) for every hundred (100) employees beyond one hundred (100) - at least one (1) additional Steward. More Stewards may be added by mutual agreement;
  - iv) the Employer and the Union will mutually agree when a chief Steward is implemented.
- b) i) Stewards will receive the hourly premium as set out in Schedule "A". The Union will advise the Employer in writing the name(s) of the Steward(s). The premium amount shall be applied effective the day of receipt of written notification.
- ii) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Where possible the Employer will notify the Union prior to layoff if a Steward is affected by a planned lay off.
- c) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer, and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or



presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks.

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

- d) A Steward will normally be given the opportunity to address all new employees during their site orientation session, for the purpose of introducing themselves and the Union and providing the employee with Union information that pertains to them.

## 5.02 Representatives

- a) Duly appointed Representatives of the Union are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:

- i) the Representatives will identify themselves with reasonable advance notice to the appropriate Management personnel prior to arriving at a job site;
- ii) the Representative's access to job sites will be subject to the client and the Employer's site protocols.
- iii) the Union Representative will not interfere with the progress of work.
- iv) conducts all Union business in a non-working section of the job site.

5.03 There will be no Union activity on the Employer's premises during working hours, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement or which is for the purpose of advancing reasonable Union interests and which is not disruptive to Employer operations.

#### 5.04 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. Employees to a maximum of two (2) on the committee will be paid by the Employer to a maximum of thirty-two (32) hours each at their regular hourly rates for all time spent on negotiating the collective agreement and wage and benefit reviews with the Employer, whenever this takes place during the regular working hours of the employees concerned.

## **ARTICLE 6 – WORK STOPPAGES**

- 6.01 In accordance with the BC Labour Relations Code, during the term of this Agreement, or while negotiations for a further Agreement are being held:
- a) The Union will not permit or encourage 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.

## **ARTICLE 7 – EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 7.01 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 requirements of the job. If the Union is not able to supply the number of qualified employees required by the Employer, the Employer will be able to hire from outside the Union membership.
- 7.02 Further to Article 7.01, the parties agree that the Union's Jobs Department is to be utilized in maintaining a desirable and competent labour force.

### 7.03 Prospective Hires

Upon request, the Jobs Department will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.

7.04 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 7.01, 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. Before commencing work, or as soon as reasonably possible after commencing work, new employees will be referred by the Employer to a Steward or Representative in order to describe the Union's purpose and representation policies to such new employees.

7.05 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.

- 7.06
- a) New employees will be hired on a three (3) calendar month probationary period and thereafter shall attain regular employment status, subject to the availability of work.
  - b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for continued 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.

- 7.07 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.
- 7.08 Employees who have passed their probationary period, and are rehired within six (6) months of layoff will not serve a new probationary period.
- 7.09 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.

## **ARTICLE 8 – UNION DUES**

- 8.01 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.
- 8.02 The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the twentieth (20<sup>th</sup>) 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.
- 8.03 The Employer shall remit dues electronically and shall include on such remittance the following information for each employee:
- a) first, middle and last name;

- b) work location/job site;
- c) rate of hourly pay;
- d) gross earnings;
- e) total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both one and one-half (1½) and double time (2x) overtime premiums, these hours shall be recorded separately;
- 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.

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

- a) complete mailing address;
- b) date of hire; and,
- c) classification,

8.05 The Employer shall also record on a remittance any of the following changes in employment status;

- a) Job end date (for temporary, or permanent separation).

## **ARTICLE 9 – UNION REMITTANCES**

- 9.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 8, 18, 19, and 20 each month, by the twentieth (20<sup>th</sup>) of the month following the deduction together with an itemized list of the employees for whom the contributions are made and the amount remitted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments made.
- 9.02 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.
- 9.03 Further to Article 9.02, if the Employer continues to be delinquent in its remittance to the Union, the Employer shall pay interest to the Union and its various Funds, as the case may be, at one percent (1%) per month on the amount owing.
- 9.04 If the Employer satisfies all its obligations under Articles 9.01, 9.02 and 9.03 relating to Articles 8, 18, 19, and 20 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

## **ARTICLE 10 – WAGE AND AREA RATES OF PAY**

- 10.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A" as appropriate to the work. It is understood and

agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement. If there is a dispute, the matter will be settled in accordance with the Arbitration procedure set out in Article 25.

10.02 Whenever used in this Agreement, the following definitions will 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 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 premiums.
- c) “Wages” will mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including overtime premiums, shift allowances and premiums paid on an hourly basis, but specifically excludes any accommodation allowances, daily travel or travel allowances, safety awards, retirement plans, Health and Welfare plans, and training funds.
- d) “Gross earnings” shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.

10.03 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for the same will 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. If the Union and the Employer are unable to agree upon such wage rates either party may apply directly for arbitration under Article 25.

#### 10.04 Show-Up Time

Providing that the employee has reported to work and is fit for duty, the following will apply:

- a) For shifts scheduled for eight (8) hours or less, 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 two (2) hours' pay at their prevailing hourly rate.
  
- b) For shifts scheduled for more than eight (8) hours, 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, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay.

If the Employer has made reasonable efforts to contact the employee to notify them that the scheduled workday has been cancelled, show up time will not apply.

#### 10.05 Starting Work

An employee who starts work as scheduled and is prevented from completing their normal work day will receive a minimum of four (4) hours pay at their prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum will be two (2) hours. The employee will also receive their full accommodation allowance if and when applicable.

10.06 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 the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

10.07 If the shortage of work is for a period longer than the day outlined in Article 10.06 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing signed by the Employer, the employee and the Steward.

### **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

11.01 The normal work week will consist of forty (40) hours per week.

11.02 Employees will be paid overtime as follows:

- a) one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of eight (8) hours daily.
- b) one and one half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours per week, exclusive of daily overtime. When a general 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.
- c) two (2) times the regular hourly rate for all hours worked in excess of twelve (12) hours daily.
- d) overtime will be paid when an employee is required to work on any regularly scheduled day off, unless prior to the shift(s) being worked, the Employer and the employee agree in writing to amend this.

11.03 When a scheduled break occurs it will include a Sunday whenever possible.

11.04 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.

11.05 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 Conference Report.

11.06 It is agreed that the provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 10.04 and 10.05.

11.07 Coffee Breaks and Meal Periods

- a) There will be two (2) coffee breaks of ten (10) 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 required to work beyond ten (10) hours in a day will be provided with an additional coffee break of ten (10) minutes.
- d) If employees are not scheduled but are required to work beyond twelve (12) hours in a day, the Employer will provide a meal period of one half (1/2) hour and a meal for the employees.
- e) Meal breaks will apply in accordance with the Employment Standards Act.

11.08 Wherever possible, the employee will notify the Employer upon hire of religious convictions that require an employee not to

work certain days of the week or certain hours of the day to ensure the Employer can accommodate the request. Requests made at any time may be accommodated. All accommodation requests must be made in writing and outline the accommodation required.

11.09 Sunday will be deemed the first day of the week.

## **ARTICLE 12 – LAYOFFS**

12.01 The Employer will give the employee and the Union four (4) hours' notice of lay-off. Four (4) hours pay may be given in lieu of notice.

12.02 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.

12.03 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 the employee's classification and latest available phone number.

## **ARTICLE 13 – VACATION AND VACATION PAY**

13.01 All employees will be entitled to receive an amount equal to six (6%) percent of their gross earnings in vacation pay.

13.02 Vacation pay will be paid to employees on each pay cheque.

13.03 The Employer will consider vacations at the times requested considering business requirements, and employees will be

granted time off for annual vacation entitlement as per the Employment Standards Act.

#### **ARTICLE 14 – HOLIDAYS AND HOLIDAY PAY**

14.01 Employees will be entitled to receive an amount equal to four percent (4%) of their Wages in lieu of the following general holidays:

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

14.02 Employees required to work on one of the above general holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 14.01.

14.03 Holiday Pay will be paid to employees on each pay cheque.

#### **ARTICLE 15 – TRANSPORTATION, TRAVEL AND ACCOMMODATION**

15.01 It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances is to provide a fair means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.

15.02 The Employer and the Union shall establish, by mutual agreement, the particulars of all daily travel allowances, site to

camp allowances, transportation terms and surface travel compensation, and accommodation allowances as may apply to a project or job, in a Pre-Job Conference Report for each job as required in Article 27.02.

Guidelines may include prevailing area compensations and the limitation permitted by Revenue Canada. Consultations will commence prior to Employer commitment being known to a prospective client.

## **ARTICLE 16 – UNION-MANAGEMENT COMMITTEE**

- 16.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, Union-Management meetings will be scheduled on each project. 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 affecting the project. The areas for discussion will include but 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 Union-Management Committee. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.

16.02 An employee, attending the Union-Management meetings during regular working hours, will be entitled to their prevailing hourly rate of pay. In the event that such meetings are held outside regular working hours, the Employer agrees to pay their prevailing hourly rate for the time spent attending such meetings.

16.03 In the event that consultation as per 16.01 a) fails to resolve a matter of contention, the Union agrees that Management Rights (as set out in Article 4) applies. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

## **ARTICLE 17 – HEALTH AND SAFETY COMMITTEE**

17.01 When necessary, a Health and Safety Committee will 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.

17.02 The Employer and the Union will each appoint representatives to the Health and Safety Committee.

17.03 a) The Employer agrees to make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.

b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.



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

17.04 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

17.05 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home within Canada at no cost to the employee, provided the employee has medical approval to travel in such a manner.

#### 17.06 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 will inform the Union office of all employees who are assigned to modified work and the hours reverted to. The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will

be subject to recommendations by attending physicians as per 17.06 a) above.

17.07 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 the Employer will maintain a Drug and Alcohol Policy that complies with current legislation.

## **ARTICLE 18 – HEALTH AND WELFARE PLAN**

18.01 The Employer agrees to pay the amount as outlined in Schedule “A” for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.

18.02 Employees are eligible to receive coverage on the first 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.

18.03 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 the benefit plan, 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.

18.04 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 they 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.

18.05 The parties commit to a Health and Welfare Benefit review prior to the month of January in each calendar year. If the parties cannot agree, the matter may be referred to Arbitration as per Article 25.

## **ARTICLE 19 – RETIREMENT SAVINGS (RSP) AND PENSION PLANS**

### 19.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute the RSP amount as set out in the Wage Schedules, to the Union Sponsored Group RSP (“the RSP Plan”) for each employee, for all hours worked.
- 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) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- d) 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 employee's last address on record with the Union.

## 19.02 Pension

- a) The Employer agrees to contribute the pension amount set out in the Wage Schedules, to the CLAC Pension Plan ("the Pension Plan"), governed by the CLAC Pension Plan Board of Trustees, for each employee, for all hours worked.
- b) The Employer also agrees to contribute an additional amount (as set out in the Wage Schedules) to the Pension Plan, for each employee, for all hours worked. Each employee shall also contribute an amount matching the additional contribution to the Pension Plan for all hours worked, via payroll deduction.

Any employee who completes the CLAC Pension Plan Participation Opt Out Form on file with the Employer may opt out of the additional matching Pension Plan participation and as such will forego the Employer's contribution and will not be required to contribute the matching percent of their wages. Employees who opt out may be required to wait up to one (1) year before the Employer can be required to reactivate matching contributions and deductions. The Employer, in consultation with the Union, will establish dates on which employees who have opted out of the program may reapply. These dates will be defined in the Opt Out Form.

- c) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue

Agency and the Financial Services Commission of Ontario under #0398594.

- d) Employer and employee contributions will be recorded separately on the remittance.
- e) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

#### 19.03 Retirement Plan Contribution Details

- a) The Employer's contributions to the RSP Plan and Pension Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- b) The Union acknowledges and agrees that, other than remitting contributions to the Plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP and Pension Plans or be responsible for providing such benefits.

19.04 Where legislation prohibits contributions being made to the Union Sponsored Group RSP and or Pension Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in Articles 19.01 (a) and 19.02 (a) to that employee on each paycheque. This payment, in-lieu of RSP contributions and or Pension Plan contributions,

will not be less than the amount that employee would have received if they were still eligible for contributions to the Union Sponsored Group RSP Plan and or Pension Plan.

## **ARTICLE 20 – EDUCATION AND TRAINING FUND**

20.01 To further the training of union members, the Employer agrees to remit to the Union’s Education and Training Fund, as per the amount outlined in Schedule “A”, for all hours worked by all employees.

## **ARTICLE 21 – TOOLS**

21.01 All tradespersons will supply their own tools common to their trade. Specialty tools will be provided by the Employer.

21.02 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.

21.03 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 22 – PROTECTIVE EQUIPMENT**

22.01 All employees will wear safety hats to be made available by the Employer.

22.02 All employees will wear appropriate safety seasonal footwear which is furnished by the employee. Safety boots must be CSA approved and in acceptable condition. They must be high cuffed

(no less than six (6) inches). CSA approved “shoes” are not acceptable.

22.03 All employees will wear CSA approved non –prescription safety glasses to be made available by the Employer. Employees may wear their own CSA approved prescription safety glasses with hard hat shields if preferred.

22.04 The Employer will furnish employees with safety equipment (including gloves, safety glasses and fire retardant coveralls if required) and rain gear 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. The employees will be held responsible for loss or improper maintenance of Employer furnished items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

22.05 Prescription Safety Eyewear

The Employer agrees to reimburse any employee fifty percent (50%) of the cost of prescription safety eyewear up to two hundred and fifty dollars (\$250.00) according to the following criteria.

The employee must have worked six hundred (600) hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional three thousand (3,000) hours from the last time reimbursed, and provide a copy of the prescription and receipt of purchase.

## **ARTICLE 23 – LEAVES OF ABSENCE AND BEREAVEMENT PAY**

23.01 In addition to leaves governed by the Employment Standards Act, the Employer may 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 employee's immediate family;
- c) Union activity, other than the establishment of this agreement;
- d) Death of a family member not outlined in Article 23.02.

23.02 An employee will be granted a three (3) day leave of absence with pay, at the employee's regular hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, common-law spouse, child, legal dependent, parent, parent-in-law, legal guardian, brother, brother-in-law, sister-in-law, sister, grandparent, and grandchild. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.

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



## **ARTICLE 24 – GRIEVANCE PROCEDURE**

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

24.02 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. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.

c) i) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.

ii) A Policy Grievance will be signed by a Steward or a Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.

d) The grievance referred to above will identify:

i) the facts giving rise to the grievance;

ii) the section or sections of the Agreement claimed to be violated;

iii) the relief requested;

- iv) and will be signed by the employee or employees involved.

24.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "work days". A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. From the date of that unilateral declaration the time limits will come into effect at the last step filed by either party. The parties may agree to extend the time limits.

24.04 a) The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) work 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 not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

24.05 No employee will have a grievance until the employee, where reasonably possible, has discussed the complaint with their immediate Supervisor. If the employee's Supervisor does not

promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

### Step 1

Subject to the conditions of Article 7.07, if a grievance is to be filed it will, within the five (5) work days referred to in Article 24.04 above, be reduced to writing and will be presented to the designated Employer representative by a Steward or a Representative. The designated Employer representative will notify the Representative of their decision in writing not later than five (5) work days following the day upon which the grievance was received.

### Step 2

If the grievance is not settled in Step 1, a Union Representative will within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer Representative. A meeting will be held between the Steward or Representative together with the grievor involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written grievance to the designated Employer representative. The Employer will notify the Steward or Representative of their decision in writing within five (5) work days of such meeting.

### Step 3

In the event that the grievance is not settled at Step 2, the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision or within five (5) days of the date on

which the decision should have been made in Step 2 to the Steward or Representative.

#### 24.06 Union Policy Grievance or Employer Grievance

- a) A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written grievance and will take place within the framework of Step 3 of Article 24.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.
- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement will be followed.

### **ARTICLE 25 – ARBITRATION**

25.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

25.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within five (5) days after receiving the decision given at Step 2 of the grievance procedure.

25.03 If a notice of desire to arbitrate is served, the two parties shall within seven (7) days of service attempt to obtain an agreement

to refer the matter to an agreed upon single arbitrator, who will meet with the authorized Representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

- 25.04 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 relevant Government Ministry to appoint an impartial single arbitrator.
- 25.05 Notices 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.
- 25.06 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 agree to an arbitrator, the party not in default may, upon notice to the party in default, apply to the relevant Government Ministry to appoint an impartial Single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 25.07 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 Article 24 and 25 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 25.08 An employee found to be wrongfully discharged or suspended will be reinstated with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.

- 25.09 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 circumstance surrounding the discharge or suspension, the Arbitrator may substitute a penalty, which is, in the opinion of the Arbitrator, just and equitable. This clause shall not apply to the discharge of a probationary employee.
- 25.10 The parties will jointly bear the expense of the Arbitrator.
- 25.11 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 25.12 An Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 24.05 hereof.

## **ARTICLE 26 – WARNING, SUSPENSION AND DISCHARGE**

- 26.01 A Steward will be present for all disciplinary meetings. When a Steward is not available, another employee may be present.
- 26.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be provided in writing by the supervisor. The supervisor will send a copy of such warning to the Steward and Union office within twenty-four (24) hours.
- 26.03 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

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

26.04 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, by-passing the grievance procedure.

26.05 An employee will be deemed to have voluntarily quit if they fail to show up or notify appropriate Management for three (3) consecutive work days.

## **ARTICLE 27 – COLLECTIVE AGREEMENT AMENDMENTS**

27.01 It is understood and agreed that the wage rates and other provisions set out in this agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects/job sites to enable the Employer to compete with open shop competition and/or with other specific union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) days of receiving the request from

the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a Representative of the Union.

#### 27.02 Pre-Job Conferences

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

### **ARTICLE 28 – DURATION**

28.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of March two thousand and twenty (2020) and shall remain in effect until the twenty-ninth (29<sup>th</sup>) day of February two thousand and twenty four (2024), and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred 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.



28.02 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 Collective Agreement will remain in full force and effect.

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

Should negotiations fail, and the parties have fulfilled all the requirements of the British Columbia Labour Relations Code, and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration.

28.04 The parties agree to exclude the operation of section 50(2) and 50(3) of the Labour Relations Code

DATED at Fort St. John, BC, this 15<sup>th</sup> day of April, 2020.

Signed on behalf of  
**LEDCOR INDUSTRIAL LIMITED**

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

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

\_\_\_\_\_  
Authorized

\_\_\_\_\_  
Representative

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

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

**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY WAGES**  
**Effective March 1<sup>st</sup>, 2020**

<b>Journey Person Classification</b>	<b>Base Wage</b>	<b>Vac Stat 10%</b>	<b>H&amp;W \$1.93</b>	<b>RSP 4%</b>	<b>Pension 2%</b>	<b>Pension 1%*</b>	<b>ETF 0.50%</b>	<b>Total</b>
Boilermaker	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Boom Truck Driver	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Bricklayer	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Carpenter	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Cement Finisher	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Crane Operator 35 - 65 Ton	\$38.75	\$3.88	\$1.93	\$1.55	\$0.78	\$0.39	\$0.19	\$47.47
Crane Operator 0 - 34 Ton	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Electrician	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Equipment Operator #1	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Equipment Operator #2	\$32.92	\$3.29	\$1.93	\$1.32	\$0.66	\$0.33	\$0.16	\$40.61
Equipment Operator #3	\$27.43	\$2.74	\$1.93	\$1.10	\$0.55	\$0.27	\$0.14	\$34.16
Instrument Mechanic	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Insulator	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Ironworker - Structural	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Ironworker - Reinforcing	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91

\*Matching Pension Plan as per Article 19

\*\*In the event that the DSP does not elect to participate in the Matching Pension Plan, the Total DSP rate will be reduced by amount specified in the Matching Pension column.

**CLASSIFICATIONS AND HOURLY WAGES (Cont'd)**

**Effective March 1<sup>st</sup>, 2020**

<b>Journey Person Classification</b>	<b>Base Wage</b>	<b>Vac Stat 10%</b>	<b>H&amp;W \$1.93</b>	<b>RSP 4%</b>	<b>Pension 2%</b>	<b>Pension 1%*</b>	<b>ETF 0.50%</b>	<b>Total</b>
Labourer - Skilled	\$25.60	\$2.56	\$1.93	\$1.02	\$0.51	\$0.26	\$0.13	\$32.01
Labourer - Intermediate	\$21.95	\$2.20	\$1.93	\$0.88	\$0.44	\$0.22	\$0.11	\$27.73
Labourer - Entry	\$20.12	\$2.01	\$1.93	\$0.80	\$0.40	\$0.20	\$0.10	\$25.56
Mechanic	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Heavy Duty Mechanic	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Millwright	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Painter	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Pipefitter/Plumber	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Scaffolder	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Sheet Metal	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Steamfitter	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Truck Driver	\$31.09	\$3.11	\$1.93	\$1.24	\$0.62	\$0.31	\$0.16	\$38.46
Warehouse Person	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91
Welder "B" Pressure	\$38.50	\$3.85	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$47.17
Welder - Journeyman	\$36.58	\$3.66	\$1.93	\$1.46	\$0.73	\$0.37	\$0.18	\$44.91

<b>Journey Person Classification</b>	<b>Base Wage</b>	<b>Vac Stat 10%</b>	<b>H&amp;W \$1.93</b>	<b>RSP 4%</b>	<b>Pension 2%</b>	<b>Pension 1%**</b>	<b>ETF 0.50%</b>	<b>Total</b>
Welder "B" Pressure w/Rig	\$88.78	N/A	\$1.93	\$1.54	\$0.77	\$0.39	\$0.19	\$93.60

\*Matching Pension Plan as per Article 19

\*\*In the event that the DSP does not elect to participate in the Matching Pension Plan, the Total DSP rate will be reduced by amount specified in the Matching Pension column.

**APPRENTICESHIP RATES**  
**Effective March 1<sup>st</sup>, 2020**

<b>Apprenticeship Classification</b>	<b>Base Wage</b>	<b>Vac Stat 10%</b>	<b>H&amp;W \$1.93</b>	<b>RSP 4%</b>	<b>Pension 2%</b>	<b>Pension 1%*</b>	<b>ETF 0.50%</b>	<b>Total</b>
<b>Apprentice - Boilermaker, Ironworker (Structural), Crane Operator, Plumber</b>								
1st year (70%)	\$26.95	\$2.70	\$1.93	\$1.08	\$0.54	\$0.27	\$0.13	\$33.60
2nd year (80%)	\$30.80	\$3.08	\$1.93	\$1.23	\$0.62	\$0.31	\$0.15	\$38.12
3rd year (90%)	\$34.65	\$3.47	\$1.93	\$1.39	\$0.69	\$0.35	\$0.17	\$42.65
<b>Apprentice - Electrician, Millwright, Heavy Duty Mechanic, AB Instrument Mechanic, Pipefitter/Plumber, Steamfitter</b>								
1st year (60%)	\$23.10	\$2.31	\$1.93	\$0.92	\$0.46	\$0.23	\$0.12	\$29.07
2nd year (70%)	\$26.95	\$2.70	\$1.93	\$1.08	\$0.54	\$0.27	\$0.13	\$33.60
3rd year (80%)	\$30.80	\$3.08	\$1.93	\$1.23	\$0.62	\$0.31	\$0.15	\$38.12
4th year (90%)	\$34.65	\$3.47	\$1.93	\$1.39	\$0.69	\$0.35	\$0.17	\$42.65
<b>Apprentice - BC Instrument Mechanic</b>								
1st year (50%)	\$19.25	\$1.93	\$1.93	\$0.77	\$0.39	\$0.19	\$0.10	\$24.56
2nd year (60%)	\$23.10	\$2.31	\$1.93	\$0.92	\$0.46	\$0.23	\$0.12	\$29.07
3rd year (70%)	\$26.95	\$2.70	\$1.93	\$1.08	\$0.54	\$0.27	\$0.13	\$33.60
4th year (80%)	\$30.80	\$3.08	\$1.93	\$1.23	\$0.62	\$0.31	\$0.15	\$38.12
5th year (90%)	\$34.65	\$3.47	\$1.93	\$1.39	\$0.69	\$0.35	\$0.17	\$42.65
<b>Apprentice - Boom Truck Operator</b>								
1st year (70%)	\$25.61	\$2.56	\$1.93	\$1.02	\$0.51	\$0.26	\$0.13	\$32.02
2nd year (80%)	\$29.26	\$2.93	\$1.93	\$1.17	\$0.59	\$0.29	\$0.15	\$36.32

\*Matching Pension Plan as per Article 19

## APPRENTICESHIP RATES (Cont'd)

Effective March 1<sup>st</sup>, 2020

Apprenticeship Classification	Base Wage	Vac Stat 10%	H&W \$1.93	RSP 4%	Pension 2%	Pension 1%*	ETF 0.50%	Total
<b>Apprentice - Ironworker (Reinforcing)</b>								
1st year (80%)	\$29.26	\$2.93	\$1.93	\$1.17	\$0.59	\$0.29	\$0.15	\$36.32
2nd year (90%)	\$32.92	\$3.29	\$1.93	\$1.32	\$0.66	\$0.33	\$0.16	\$40.61
<b>Apprentice - Bricklayer, Welder, Cement Finisher, Painter, Warehouse Person, Scaffolder (CLAC - SIA Program)</b>								
1st year (70%)	\$25.61	\$2.56	\$1.93	\$1.02	\$0.51	\$0.26	\$0.13	\$32.02
2nd year (80%)	\$29.26	\$2.93	\$1.93	\$1.17	\$0.59	\$0.29	\$0.15	\$36.32
3rd year (90%)	\$32.92	\$3.29	\$1.93	\$1.32	\$0.66	\$0.33	\$0.16	\$40.61
<b>Apprentice - Carpenter, Mechanic, Insulator, Scaffolder, Sheet Metal Worker</b>								
1st year (60%)	\$21.95	\$2.20	\$1.93	\$0.88	\$0.44	\$0.22	\$0.11	\$27.73
2nd year (70%)	\$25.61	\$2.56	\$1.93	\$1.02	\$0.51	\$0.26	\$0.13	\$32.02
3rd year (80%)	\$29.26	\$2.93	\$1.93	\$1.17	\$0.59	\$0.29	\$0.15	\$36.32
4th year (90%)	\$32.92	\$3.29	\$1.93	\$1.32	\$0.66	\$0.33	\$0.16	\$40.61

\*Matching Pension Plan as per Article 19

## PREMIUMS

1. The following premiums will be added to the base wage rate and will affect RSP, Pension, Overtime and Vacation/Holiday Pay.

Foreman	\$4.00/hour
Leadhand	\$2.00/hour
Steward	\$1.00/hour
Steward w/ Tool Box 1	\$1.00/hour
Steward w/ Tool Box 2	\$1.00/hour
Steward w/ Tool Box 3	\$1.75/hour
Chief Steward w/ Tool Box 1	\$2.25/hour
Chief Steward w/ Tool Box 2	\$2.25/hour
Chief Steward w/ Tool Box 3	\$3.00/hour
Crane Operator	\$0.20/10 Ton for +66 Ton
Shift Premium	\$2.00/hour
Dual Ticket	\$1.00/hour (2 Red Seal Journey Person Tickets and hired with the intent to use both tickets or performs both tasks)

2. The following premium will NOT be added to the base wage rate and will not affect RSP, Pension, Overtime and Vacation/Holiday Pay.

First Aid (any ticket holder)	\$0.25/hour
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## **CLASSIFICATIONS**

**Equipment Operator #1** includes experienced operation of dozer, excavator and front end loader.

**Equipment Operator #2** includes experienced operation of bob cat, zoom boom, fork lift and ride on compaction equipment.

**Equipment Operator #3** includes swamper, assistance operator and mechanic's helper.

**Truck Driver** classification is responsible for the safe, competent and efficient operation of company fleet vehicles permitted by the BC Class 1 “with air endorsement” Provincial License, associated equipment and related work as assigned. Also required to direct/mentor any assigned swamper.

**Skilled Labourer** includes experience in the handling and distribution of construction materials, use of shovels, rakes and pneumatic tamping equipment, mixing, pouring and spreading concrete, using electric and pneumatic vibrators, digging trenches using hand tools, align pipes and related activities, assemble and dismantle scaffolding, ramps, catwalks, shoring and barricades, drill and blast rock, demolish buildings, sort, clean and pile salvaged materials, operate jackhammers and drills as required. This position includes a minimum of three thousand (3,000) hours and/or eighteen (18) months experience plus any training deemed necessary by management and agreed to by the Union.

## **WAGE REVIEW**

The parties agree to a wage review on or before the following dates:

March 1, 2021

March 1, 2022

March 1, 2023

If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 25 of this Agreement.



## SCHEDULE "B"

### **OUTLINE OF INSURANCE PLAN COVERAGE FOR 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</b> (EFAP) <a href="http://www.workhealthlife.com">www.workhealthlife.com</a>	<b>1-844-880-9142</b>

**SCHEDULE “C”  
CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement. It is for information 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.

**SCHEDULE “D”  
FOR INDUSTRIAL CONSTRUCTION  
LIST OF PERSONAL TOOLS - CARPENTERS**

The following are the basic required tools:

<b>Item #</b>	<b>Description</b>	<b>Journey-man</b>	<b>Appren-tice Level 3 &amp; 4.</b>	<b>Appren-tice Level 1 &amp; 2</b>
1.	Minimum 2-ft. Level	X	X	
2.	Bevel Square	X	X	
3.	Tri Square	X	X	
4.	Tape Measure (minimum 16-ft.)	X	X	X
5.	50-ft. Tape Measure	X	X	X
6.	Claw Hammer	X	X	X
7.	Wrecking Bar	X	X	X
8.	Chalk Line	X	X	
9.	String Line	X	X	
10.	Two (2) Plumb Bobs	X	X	
11.	Hand Saws (2 pt. & 10 pt.)	X	X	X
12.	Three (3) Wood Chisels (various sizes)	X	X	
13.	Crescent Wrenches (8” & 10”)	X	X	X
14.	Utility Knife (blades supplied by Company)	X	X	X
15.	Nail Pouch	X	X	X
16.	Nail Set	X	X	X
17.	Screw Drivers (various sizes)	X	X	X
18.	Pliers	X	X	
19.	Key Hole Saw	X	X	

<b>Item #</b>	<b>Description</b>	<b>Journey-man</b>	<b>Appren-tice Level 3 &amp; 4.</b>	<b>Appren-tice Level 1 &amp; 2</b>
20.	Hack Saw (blades supplied by Company)	X	X	
21.	Nail Puller	X	X	
22.	Tin Snips	X	X	
23.	Hatchet	X	X	
24.	Pencil	X	X	
25.	Lockable Tool Box (c/w personal lock)	X	X	X

**FOR INDUSTRIAL CONSTRUCTION  
LIST OF PERSONAL TOOLS - IRONWORKERS**

The following are the basic required tools:

<b>Item #</b>	<b>Description</b>	<b>Journey-man</b>	<b>Appren- tice Level 3 &amp; 4</b>	<b>Appren- tice Level 1 &amp; 2</b>
1.	One (1) belt	X	X	X
2.	1" Spud Wrench	X	X	X
3.	1-1/8" Spud Wrench	X	X	X
4.	1-1/4" Spud Wrench	X	X	X
5.	3/4" Bull Prick	X	X	
6.	1/2" Bull Prick	X	X	
7.	2-lb. Hammer	X	X	
8.	Burning Glasses	X	X	
9.	Striker	X	X	
10.	12" Adjustable Wrench	X	X	
11.	Two (2) 2/3" Drift Pins	X	X	
12.	2" Pry Bar	X	X	

All items should be numbered the same as the tool box.

**FOR INDUSTRIAL CONSTRUCTION  
LIST OF PERSONAL TOOLS - MILLWRIGHTS**

The following are the basic required tools:

<b>Item #</b>	<b>Description</b>	<b>Journey-man</b>	<b>Appren- tice Level 3 &amp; 4</b>	<b>Appren- tice Level 1 &amp; 2</b>
1.	Complete Set of Sockets (1/2" drive 3/8" to 1-1/8")	X	X	
2.	Complete Set of Open & Box End Wrenches (3/8" to 1-1/4" including 1-5/16")	X	X	
3.	Crescent Wrench (8", 10", 12")	X	X	
4.	2-ft. Level	X	X	
5.	Pipe Level	X	X	
6.	Two (2) Plumb Bobs	X	X	
7.	Tri Square	X	X	X
8.	Chalk Line or String Line	X	X	
9.	Various Hammers to 3-lbs.	X	X	
10.	Tape Measure (minimum 16-ft. length)	X	X	X
11.	50-ft. Tape Measure	X	X	X
12.	Three (3) Pry Bars (various sizes)	X	X	
13.	Tin Snips	X	X	
14.	Hack Saw (Blades supplied by Company)	X	X	
15.	Complete set of Feeler Gauges	X	X	
16.	Complete set of Allen Wrenches (up to 5/8")	X	X	
17.	Four (4) Punches (various sizes, including centre punch)	X	X	

<b>Item #</b>	<b>Description</b>	<b>Journey-man</b>	<b>Appren-tice Level 3 &amp; 4</b>	<b>Appren-tice Level 1 &amp; 2</b>
18.	Cold Chisels	X	X	
19.	Wire/Side Cutters	X	X	
20.	Pliers	X	X	X
21.	Chipping Hammer	X	X	
22.	Cutting Goggles or Flash Glasses	X	X	
23.	Vise Grips	X	X	X
24.	Tip Cleaner	X	X	
25.	Striker	X	X	
26.	Screw Drivers (various sizes)	X	X	X
27.	Lockable Box (c/w personal lock)	X	X	X



**FOR INDUSTRIAL CONSTRUCTION  
LIST OF PERSONAL TOOLS - PIPEFITTERS**

The following are the basic required tools:

<b>Item #</b>	<b>Description</b>	<b>Journey-man</b>	<b>Appren- tice Level 3 &amp; 4</b>	<b>Appren- tice Level 1 &amp; 2</b>
1.	16-ft. Tape	X	X	X
2.	50-ft. Tape	X	X	
3.	9" Magnetic Torpedo Level	X	X	X
4.	24" Level	X	X	
5.	Chalk Line	X	X	
6.	String Line	X	X	
7.	Two (2) Plumb Bobs	X	X	
8.	Utility Knife (blades supplied by Company)	X	X	
9.	8" Lineman	X	X	X
10.	Adjustable Wrenches (8" - 12")	X	X	X
11.	Vise Grips (minimum 10")	X	X	X
12.	Set of Screwdrivers (Blade/Philips/Boertson)	X	X	X
13.	2-lb. Ball Peen Hammer	X	X	
14.	Cold Chisel (minimum 1/2")	X	X	
15.	Centre Punch	X	X	
16.	Hack Saw (blades supplied by Company)	X	X	
17.	Wrap Around (4" minimum width)	X	X	
18.	10" Adjustable Pliers	X	X	
19.	Cutting Goggles	X	X	X

<b>Item #</b>	<b>Description</b>	<b>Journey-man</b>	<b>Appren-tice Level 3 &amp; 4</b>	<b>Appren-tice Level 1 &amp; 2</b>
20.	Tip Cleaner	X	X	X
21.	Soap Stone Holder	X	X	X
22.	Spacer	X	X	X
23.	Lockable Box (c/w personal lock)	X	X	

**FOR INDUSTRIAL CONSTRUCTION  
LIST OF PERSONAL TOOLS - WELDERS**

The following are the basic required tools:

<b>Item #</b>	<b>Description</b>	<b>“B” Pressure</b>	<b>Apprentice &amp; Journeyman</b>
1.	Cutting Goggles	X	
2.	Welding Hood (to fit hard hat)	X	X
3.	Chipping Hammer	X	X
4.	6” Level	X	
5.	Tri-Square	X	
6.	Two (2) Crescent Wrenches (8” minimum)	X	X
7.	Tip Cleaner	X	X
8.	Rod Pouch	X	
9.	Soap Stone Holder	X	
10.	Lockable Box (c/w personal lock)	X	X

## FREQUENTLY ASKED QUESTIONS

### BENEFIT PLAN

**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 eligible 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 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](mailto: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](http://www.clac.ca). After logging in, click on the “View Retirement”.***

## **Pension Plan Questions**

**1. What must I do to enrol in the Pension Plan?**

*Complete the application form and beneficiary form (included in your new employee package) and return both to the CLAC Retirement MemberCare centre.*

**2. Who should I call if I have questions?**

*Contact the CLAC Retirement MemberCare team by phone at 1.800.210.0200 or by email at [retire@clac.ca](mailto:retire@clac.ca)*

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