

COLLECTIVE AGREEMENT

BETWEEN:

CHAMBERS ELECTRICAL CORP.

AND:

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

DURATION: NOVEMBER 2, 2021 - NOVEMBER 1, 2025

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION.....	2
ARTICLE 3 – MANAGEMENT RIGHTS	3
ARTICLE 4 – SCOPE	3
ARTICLE 5 – REPRESENTATION.....	4
ARTICLE 6 – WORK STOPPAGES	6
ARTICLE 7 – EMPLOYMENT POLICY AND UNION MEMBERSHIP	6
ARTICLE 8 – UNION DUES.....	8
ARTICLE 9 – UNION REMITTANCES	9
ARTICLE 10 – WAGES AND RATES OF PAY	9
ARTICLE 11 – HOURS OF WORK & OVERTIME	10
ARTICLE 12 – LAY-OFFS	12
ARTICLE 13 – VACATIONS AND VACATION PAY.....	12
ARTICLE 14 – HOLIDAYS AND HOLIDAY PAY	13
ARTICLE 15 – TRANSPORTATION, TRAVEL AND SUBSISTENCE	13
ARTICLE 16 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA	17
ARTICLE 17 – UNION MANAGEMENT COMMITTEE.....	17
ARTICLE 18 – HEALTH AND SAFETY COMMITTEE	18
ARTICLE 19 – HEALTH AND WELFARE PLAN	20
ARTICLE 20 – RETIREMENT SAVINGS PLAN (RSP)	21
ARTICLE 21 – EDUCATION AND TRAINING FUND	21
ARTICLE 22 – TOOLS.....	21
ARTICLE 23 – PROTECTIVE EQUIPMENT	22
ARTICLE 24 – LEAVES OF ABSENCE AND BEREAVEMENT PAY	22
ARTICLE 25 – GRIEVANCE PROCEDURE	23
ARTICLE 26 – ARBITRATION	25
ARTICLE 27 – DISCHARGE, SUSPENSION AND WARNING	27
ARTICLE 28 – GENDER CLAUSE.....	27
ARTICLE 29 – DURATION	28
SCHEDULE “A”	29
SCHEDULE “B”	39
SUPPLEMENTARY AGREEMENT.....	41

COLLECTIVE AGREEMENT

BETWEEN

CHAMBERS ELECTRICAL CORP.

(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 employee;
 - d) establish a just and prompt procedure for the disposition of grievances; and,
 - e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the

employees, and the Union which will be conducive to their mutual well-being.

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, namely, employees in British Columbia, except office staff.
- 2.02 This Agreement covers all employees of the Employer in British Columbia, except office staff.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.
- 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 written agreement, add, amend, or delete any terms or conditions of the Agreement for the duration of the job or project.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 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 and equipment;
 - b) maintain order, discipline, and efficiency;
 - c) hire, direct, transfer, promote, layoff, discipline, 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 he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 25.

ARTICLE 4 – SCOPE

- 4.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 4.02 In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, the provision for such benefit set out in the Act is deemed to be incorporated into this Collective Agreement. However, no such provision shall be incorporated where the provision(s) for the subject matter of that benefit prescribed in the Collective Agreement meet(s) or exceed(s) the benefit set out in the Act.

- 4.03 Notwithstanding Article 4.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 4.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.

ARTICLE 5 – REPRESENTATION

- 5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 5.02 a) 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 or renewals of this Agreement, and enforcing the employees' collective bargaining rights and 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) Union Representatives shall have the right to visit at the location where employees are working. Such visits shall not unduly disrupt the flow of work.
- 5.03 Stewards
- a) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.

- b) Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, and the Employer will pay such stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks.
- c) A Steward shall be given ten (10) minutes off work to greet new employees on their first shift, and to discuss union membership with them.

5.04 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 appropriate rate.

5.05 The Employer

- a) The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the union.
- b) 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 Union Representative shall be entitled to attend such meetings.

ARTICLE 6 – WORK STOPPAGES

- 6.01 In accordance with the B.C. *Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:
- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and,
 - b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 7 – 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 Union members for employment, provided that, in the Employer's opinion, such applicants are qualified to meet the requirements of the job.
- 7.02 The Employer shall provide the Union with necessary information regarding new hires, job postings, awards, layoffs, and terminations. The name, social insurance number, address, phone number, date of hire and classification of each new employee shall be provided to the Union upon request.
- 7.03 a) New employees will be hired on a ninety-(90) working day probationary period and thereafter shall attain regular employment status.

b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer, as long as it is not arbitrary, discriminatory or in bad faith.

7.04 Probationary Employees are covered by this Agreement except those provisions that specifically exclude probationary employees.

7.05 The Union agrees that 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.

7.06 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. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the collective agreement, whether or not they join the Union.

7.07 Employment shall be considered consecutive except where the employee:

a) voluntarily terminates their employment;

b) is terminated, and the termination is not reversed;

- c) is laid off for a period of greater than six (6) consecutive months.

ARTICLE 8 – UNION DUES

- 8.01 a) The Employer is authorized to and shall deduct union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.
- b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.
- 8.02 a) 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.
- b) In addition to the above, this itemized list shall also contain the following for each employee:
- Base hourly rate
 - All hourly premiums
 - Straight time hours worked
 - Time and a half hours worked

- Double time hours worked
 - Gross wages
- c) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:
- First, Middle and Last Name
 - Address
 - Date of Birth
 - Telephone Number
 - Email Address
 - Social Insurance Number
 - Date of Hire
 - Classification, including trade certificate number and apprenticeship level or year

ARTICLE 9 – UNION REMITTANCES

- 9.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 8, 19, 20 and 21 each month, by the twenty-fifth (25th) 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.
- 9.02 If the Employer satisfies all its obligations under Articles 8.01, and 8.02 relating to Articles 8, 19, 20, and 21 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

ARTICLE 10 – WAGES AND 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". If there is a possible dispute, 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.

- 10.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for additional classifications shall be subject to negotiation between the Employer and the Union.
- 10.03 Where 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.
- 10.04 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.
- 10.05 If the Employer bids on jobs which specify a specific rate schedule, the parties agree to meet to determine the rate to be paid for the particular project.

ARTICLE 11 – HOURS OF WORK & OVERTIME

- 11.01 The normal work week shall be as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 11.02 The overtime rates to be paid are as outlined in Schedule "A" or other applicable classifications and wage schedules.
- 11.03 When a statutory holiday occurs during the employees' regular work week, employees shall receive overtime pay as outlined in

Schedule "A" or other applicable classifications and wage schedules.

- 11.04 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.
- 11.05 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 11.09 and 11.10.
- 11.06 There will be two (2) paid 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 and before any overtime work if more than one (1) hour. Employees will be given a meal period of one half (½) hour per shift, but such period will not be considered as time worked. Employees shall be entitled to an additional coffee break for every two (2) hours of overtime worked in a given day. No employee will work more than five (5) consecutive hours without a one-half (1/2) hour meal period. Break schedules may be amended on a site-specific basis.
- 11.07 The Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 11.08 Sunday shall be deemed the first day of the week.
- 11.09 Show Up Time
An employee who reports for work as scheduled without having been notified that there is no work available, but who is sent

home because of lack of work, shall receive a minimum of two (2) hours' pay at their prevailing hourly rate, or four (4) hours' pay when scheduled for more than eight (8) hours. The employee shall also receive their full accommodation allowance, if and when applicable.

11.10 Starting Work

An employee who starts work but is prevented from completing his normal work day 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. The employee shall also receive his full accommodation allowance, if and when applicable.

ARTICLE 12 – LAY-OFFS

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 layoff occurred, together with each employee's classification and latest available phone number.

ARTICLE 13 – VACATIONS AND VACATION PAY

13.01 All employees shall receive vacation pay, calculated at four and one-half percent (4.5%) of their total wages, paid out in each pay period and two (2) weeks' vacation time. Where the employee has completed eight thousand (8,000) hours worked, they shall be entitled to an additional two percent (2%) of the total wages and a total of three (3) weeks' vacation time. Where the employee has completed twenty thousand (20,000) hours worked, they shall be

entitled to an additional two percent (2%) of their total wages and a total of four (4) weeks' vacation time.

13.02 Vacation pay and statutory holiday pay (Article 14) shall be paid to employees as an addition to each regular pay cheque, or banked and paid out upon request, at the option of the employee.

13.03 The Employer will grant vacations at the times requested considering business requirements.

ARTICLE 14 – HOLIDAYS AND HOLIDAY PAY

14.01 Employees shall be entitled to receive an amount equal to four and three-quarter percent (4.75%) of their total wages in lieu of the following holidays:

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

14.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times their regular wages for all hours worked, up to eleven (11) hours, and two (2) times their regular wages for all hours worked thereafter.

ARTICLE 15 – TRANSPORTATION, TRAVEL AND SUBSISTENCE

15.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and subsistence allowances as established in this Article is to provide a fair means of

compensating employees for additional expenses incurred while working on projects beyond a reasonable distance from their residence.

15.02 For the purposes of this Agreement, the Employer's base of operations is defined as Metro Vancouver, and outside Metro Vancouver, the job site.

15.03 There shall be a free travel and subsistence zone established for the Employer's base of operations. In addition to the Metro Vancouver free travel zone, there shall be a free travel zone of seventy-five (75) kilometres by shortest public roads from a job site outside Metro Vancouver.

15.04 a) Travel Allowance

Employees assigned to work on a project outside the Employer's base free zone as defined in Article 15.03, and who reside outside the job site free zone established in Article 15.03, shall be paid a travel and/or subsistence allowance according to the following:

- i) Travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer.
- ii) When travel allowance is applicable, the employee will be paid from the Employer's shop or from the employee's home, whichever is closer to the job site.
- iii) Travel allowance will be paid only for the beginning and end of a project and again if the employees are laid off and recalled to the same project. Employees who quit

the job within twenty-one (21) days shall not be entitled to travel allowance.

- iv) Travel allowances will not be used in calculating overtime.
- v) The amount of travel allowance shall be subject to negotiation and agreement between the Employer and the Union, with the cost of public transportation and duration of travel as guidelines.

b) Travel Time

On all projects regardless of accessibility or isolation, where an employee transports an Employer's vehicle to the job, such employee will be paid his regular rate of pay for actual time travelled. Such employees will not receive duplicating travel allowances.

c) Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 15.04 and 15.05.

d) Subsistence Allowance

- i) Whenever employees covered by this agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay daily subsistence allowance (as set out in Schedule "A"), to cover room and/or board or alternately the Employer, at his discretion, will provide at the Employer's expense, room and board accommodation for the employees. Subsistence allowance per day may change subject to agreement by the Employer and Union, based on area

and seasonal cost with room costs based on two (2) employees per room.

Allowance will not be paid for any day on which an employee does not work of his own accord for reason other than job-related accident.

- ii) Subsistence allowance in accordance with Schedule “A” will be paid subject to the following conditions:
- iii) to be eligible for subsistence an employee’s permanent residence must be more than seventy-five (75) kilometres by shortest public roads from the job site;
- iv) subsistence allowance begins when an employee reports for his first scheduled shift;
- v) subsistence allowance will be paid as negotiated by the parties prior to work beginning on the project;
- vi) the project must be outside the free travel zones established in Article 15.03.

f) Turnarounds

During the course of a project, the work schedule may provide for turnaround periods to allow employees reasonable time off. If time and cost reimbursement is applicable it will be subject to agreement by the Employer and Union. The cost of public transportation will be the guideline.

15.05 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for

premiums, transportation, travel, and LOA. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union as outlined in Article 16.

ARTICLE 16 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA

- 16.01 a) If necessary, and as per Articles 2.04 and 15.05, a Project Specific Conference will be held to determine site-specific issues.
- b) 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 whenever possible prior to the completion of the bidding process, a Project Specific Conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

ARTICLE 17 – UNION MANAGEMENT COMMITTEE

- 17.01 In order to further the aims of the enterprise, the Parties agree to schedule Employer-Union meetings once every Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Agreement. The areas for discussion shall include, but are not be limited to:
- a) discipline and discharge policies;
- b) training and promotion;

- c) safety measures; and
- d) matters that affect the working conditions of the employees.

17.02 The Employer and the Union shall each appoint representatives to the Employer-Union Committee. The minutes collected 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 Employer-Union 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 twenty dollars (\$20.00) to a committee member for each meeting attended.

ARTICLE 18 – HEALTH AND SAFETY COMMITTEE

- 18.01 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 among the employees.
- 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.

- 18.02 a) The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- b) Employees shall have the right to refuse to work, as per WCB rules, to work on or with unsafe equipment, tools, or working conditions.
- 18.03 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.
- 18.04 An employee who is injured on the job and who 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 hospitalization 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.
- 18.05 All safety matters shall be handled in accordance with the established Workers' Compensation procedures and the Employer's Safety Manual.
- 18.06 Modified Work Programs
- a) If an employee is injured on the job and requires medical attention, the employee is entitled to Modified Work and will inform the attending physician of the same.
- b) The Employer shall inform the physician of the types of Modified Work available to the employee and shall make the same available to the employee with the physician's approval.

18.07 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation.

ARTICLE 19 – HEALTH AND WELFARE PLAN

19.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to contribute the premium cost for insurance benefits which will provide the benefits as set out in Schedule “B”.

19.02 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage (outlined in Schedule “B”), and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

19.03 Employees will be eligible for coverage on the first (1st) day of the month following three hundred (300) hours worked. Employees will be covered for an additional month of coverage for each six (6) months of continuous service, to a maximum of three (3) months.

ARTICLE 20 – RETIREMENT SAVINGS PLAN (RSP)

20.01 The Employer agrees to contribute for each hour worked toward each employee’s participation in a Retirement Savings Plan. The amount of the contribution shall be as follows:

a) Non-Journeymen:

3,500+ hours worked for the Employer	\$0.50 per hour
--------------------------------------	-----------------

b) Journeymen:

500-4,499 hours worked as JM for the Employer	\$0.75 per hour
4,500—10,499 hours worked as JM for the Employer	\$1.50 per hour
10,500+ hours worked as JM for the Employer	\$2.50 per hour

ARTICLE 21 – EDUCATION AND TRAINING FUND

21.01 The Employer agrees to contribute one half of one percent (0.5%) of gross wages to the Union Education and Training Fund for all hours worked by all employees.

ARTICLE 22 – TOOLS

22.01 All employees shall supply their own tools common to their trade, as per the attached list. Specialty tools shall be provided by the Employer.

22.02 The Employer shall provide reasonable security for all tool storage on the job site. Employees shall provide a list of personal tools brought to the job.

ARTICLE 23 – PROTECTIVE EQUIPMENT

23.01 All employees shall wear CSA-approved safety hats to be made available by the Employer.

23.02 All employees shall wear gloves, safety shoes, and rain gear where required, furnished by the employee.

23.03 The Employer will furnish employees with safety equipment (including safety glasses), if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.

23.04 The Employer shall provide an adequate dry, heated lunchroom with sufficient space for all to be seated during breaks.

ARTICLE 24 – LEAVES OF ABSENCE AND BEREAVEMENT PAY

24.01 In addition to leaves governed by the ESA, the Employer shall grant leaves of absence without pay for the following reasons:

- a) marriage of the employee;
- b) sickness of the employee or in the employee's immediate family;
- c) death in the employee's immediate family;

d) Union activity other than directly relating to the Employer.

24.02 Leave of absences under Article 24.01, excluding those governed by the ESA, shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.

24.03 An employee will be granted three (3) days leave of absence with pay at his regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, child, parent, parent-in-law, brother, sister, or grandparent.

24.04 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

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

ARTICLE 25 – GRIEVANCE PROCEDURE

25.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

25.02 **INFORMAL PROCEDURE** – 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.

- 25.03 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 5 as the agents through which employees will process their grievances.
- 25.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) days 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.
- 25.05 A “Policy Grievance” is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. Either party may submit a Policy Grievance directly to Arbitration under Article 26, by-passing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, or a Union Representative, or in the case of an Employer’s Policy Grievance, by the Employer or his Representative.
- 25.06 A “Group Grievance” is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.
- 25.07 Step 1
A grievance shall be submitted to the Employer in writing within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a

written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

25.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

ARTICLE 26 – ARBITRATION

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

26.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

26.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

26.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either

Party may request the Minister of Labour to appoint a single Arbitrator.

- 26.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 26.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 26.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 25 and 26 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 26.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 26.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.

- 26.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 26.11 The parties will equally bear the expense of the Arbitrator.
- 26.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 27 – DISCHARGE, SUSPENSION AND WARNING

- 27.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an employee to abide by Safety Regulations or to the Employer's Drug and Alcohol Policy, the use of illegal narcotics or alcohol, or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices. Such suspension or discharge is subject to the Grievance procedure.
- 27.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be noted by the foreman/supervisor. The foreman/supervisor shall inform the Union Steward of the warning within twenty-four (24) hours.

ARTICLE 28 – GENDER CLAUSE

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

ARTICLE 29 – DURATION

29.01 This Agreement shall be effective on the second (2nd) day of November, two thousand twenty-one (2021) and shall remain in effect until the first (1st) day of November, two thousand twenty-five (2025), and for further periods of one (1) year unless notice shall be given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within the period from one hundred and twenty (120) to sixty (60) days prior to the renewal date. Should either of the parties give such notice, this Agreement shall continue until the parties renew, revise or reach a new Agreement.

29.02 The Parties agree to exclude the operation of section 50(2), (3) of the BC *Labour Relations Code*.

DATED at _____, B.C. this _____ day of _____ 2022.

SIGNED on behalf of
**CHAMBERS ELECTRICAL
CORP.**

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

_____ Authorized Repres _____ Representative

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

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

Minimum Wage Rates Effective November 15, 2021

Classification	Base Rate	Vacation/ Holiday*	Health & Welfare	RSP **	ETF	Total
Journeyman Electrician 1-3,999 Hours	\$38.00	\$3.52	\$1.70	\$0.75	\$0.19	\$43.97
Journeyman Electrician 4,000- 9,999 Hours	\$39.25	\$3.63	\$1.70	\$0.75	\$0.20	\$45.33
Journeyman Electrician 10,000+ Hours	\$40.50	\$3.75	\$1.70	\$0.75	\$0.20	\$46.70
Probationary Journeyman	\$34.44	\$3.19	\$1.70	\$0.00	\$0.17	\$39.33

* As per Articles 13.01, Vacation Pay increases as follows:

6.5% for 8,000 hours worked

8.5% for 20,000 hours worked

** As per Article 20.01, Journeyman RSP contributions increase as follows:

\$1.50 per hour for 4,500 hours worked as JM

\$2.50 per hour for 10,500 hours worked as JM

Apprenticeship Rates Effective November 15, 2021

Term	Percentage of Journeyman Rate	Rate of pay	Vacation/Holiday*	Health & Welfare	RSP**	Total	Hours/School Completion Requirements
1st	50%	\$ 19.00	\$ 1.76	\$ 1.70	\$ -	\$ 22.46	0-750 hours
2nd	55%	\$ 20.90	\$ 1.93	\$ 1.70	\$ -	\$ 24.53	751-1500 hours
3rd	60%	\$ 22.80	\$ 2.11	\$ 1.70	\$ -	\$ 26.61	1501-2250 hours + 1st year of school complete
4th	65%	\$ 24.70	\$ 2.28	\$ 1.70	\$ -	\$ 28.68	2251-3000 hours
5th	70%	\$ 26.60	\$ 2.46	\$ 1.70	\$ 0.50	\$ 31.26	3001-3750 hours + 2nd year of school complete
6th	75%	\$ 28.50	\$ 2.64	\$ 1.70	\$ 0.50	\$ 33.34	3751-4500 hours
7th	80%	\$ 30.40	\$ 2.81	\$ 1.70	\$ 0.50	\$ 35.41	4501-5250 hours + 3rd year of school complete
8th	90%	\$ 34.20	\$ 3.16	\$ 1.70	\$ 0.50	\$ 39.56	5251-6000 hours

* As per Articles 13.01, Vacation Pay increases as follows:

6.5% for 8,000 hours worked

8.5% for 20,000 hours worked

**3,500+ hours worked to be eligible

Minimum Wage Rates Effective November 15, 2022

Classification	Base Rate	Vacation/ Holiday*	Health & Welfare	RSP **	ETF	Total
Journeyman Electrician 1-3,999 Hours	\$39.33	\$3.64	\$1.70	\$0.75	\$0.20	\$45.42
Journeyman Electrician 4,000- 9,999 Hours	\$40.62	\$4.57	\$1.70	\$1.50	\$0.20	\$48.39
Journeyman Electrician 10,000+ Hours	\$41.92	\$4.72	\$1.70	\$2.50	\$0.21	\$50.84
Probationary Journeyman	\$35.65	\$3.30	\$1.70	\$0.00	\$0.18	\$40.65

* As per Articles 13.01, Vacation Pay increases as follows:

6.5% for 8,000 hours worked

8.5% for 20,000 hours worked

** As per Article 20.01, Journeyman RSP contributions increase as follows:

\$1.50 per hour for 4,500 hours worked as JM

\$2.50 per hour for 10,500 hours worked as JM

Apprenticeship Rates Effective November 15, 2022

Term	Percentage of Journeyman Rate	Rate of pay	Vacation/Holiday*	Health & Welfare	RSP**	Total	Hours/School Completion Requirements
1st	50%	\$ 19.67	\$ 1.82	\$ 1.70	\$ -	\$ 23.19	0-750 hours
2nd	55%	\$ 21.63	\$ 2.00	\$ 1.70	\$ -	\$ 25.33	751-1500 hours
3rd	60%	\$ 23.60	\$ 2.18	\$ 1.70	\$ -	\$ 27.48	1501-2250 hours + 1st year of school complete
4th	65%	\$ 25.56	\$ 2.36	\$ 1.70	\$ -	\$ 29.62	2251-3000 hours
5th	70%	\$ 27.53	\$ 2.55	\$ 1.70	\$ 0.50	\$ 32.28	3001-3750 hours + 2nd year of school complete
6th	75%	\$ 29.50	\$ 2.73	\$ 1.70	\$ 0.50	\$ 34.43	3751-4500 hours
7th	80%	\$ 31.46	\$ 2.91	\$ 1.70	\$ 0.50	\$ 36.57	4501-5250 hours + 3rd year of school complete
8th	90%	\$ 35.40	\$ 3.27	\$ 1.70	\$ 0.50	\$ 40.87	5251-6000 hours

* As per Articles 13.01, Vacation Pay increases as follows:

6.5% for 8,000 hours worked

8.5% for 20,000 hours worked

**3,500+ hours worked to be eligible

Minimum Wage Rates Effective November 15, 2023

Classification	Base Rate	Vacation/ Holiday*	Health & Welfare	RSP **	ETF	Total
Journeyman Electrician 1-3,999 Hours	\$40.51	\$3.75	\$1.70	\$0.75	\$0.20	\$46.71
Journeyman Electrician 4,000- 9,999 Hours	\$41.84	\$4.71	\$1.70	\$1.50	\$0.21	\$49.75
Journeyman Electrician 10,000+ Hours	\$43.18	\$4.86	\$1.70	\$2.50	\$0.22	\$52.24
Probationary Journeyman	\$36.72	\$3.40	\$1.70	\$0.00	\$0.18	\$41.82

* As per Articles 13.01, Vacation Pay increases as follows:

6.5% for 8,000 hours worked

8.5% for 20,000 hours worked

** As per Article 20.01, Journeyman RSP contributions increase as follows:

\$1.50 per hour for 4,500 hours worked as JM

\$2.50 per hour for 10,500 hours worked as JM

Apprenticeship Rates Effective November 15, 2023

Term	Percentage of Journeyman Rate	Rate of pay	Vacation/ Holiday*	Health & Welfare	RSP**	Total	Hours/School Completion Requirements
1st	50%	\$ 20.26	\$ 1.87	\$ 1.70	\$ -	\$ 23.83	0-750 hours
2nd	55%	\$ 22.28	\$ 2.06	\$ 1.70	\$ -	\$ 26.04	751-1500 hours
3rd	60%	\$ 24.31	\$ 2.25	\$ 1.70	\$ -	\$ 28.26	1501-2250 hours + 1st year of school complete
4th	65%	\$ 26.33	\$ 2.44	\$ 1.70	\$ -	\$ 30.47	2251-3000 hours
5th	70%	\$ 28.36	\$ 2.62	\$ 1.70	\$ 0.50	\$ 33.18	3001-3750 hours + 2nd year of school complete
6th	75%	\$ 30.38	\$ 2.81	\$ 1.70	\$ 0.50	\$ 35.39	3751-4500 hours
7th	80%	\$ 32.41	\$ 3.00	\$ 1.70	\$ 0.50	\$ 37.61	4501-5250 hours + 3rd year of school complete
8th	90%	\$ 36.46	\$ 3.37	\$ 1.70	\$ 0.50	\$ 42.03	5251-6000 hours

* As per Articles 13.01, Vacation Pay increases as follows:

6.5% for 8,000 hours worked

8.5% for 20,000 hours worked

**3,500+ hours worked to be eligible

1. Effective November 2, 2024, all rates of pay shall increase by an amount equivalent to the 12-month trailing average for the month of September for the city of Vancouver, British Columbia.

2. Premiums

- Charge Hands: \$1.75 per hour (minimum) applied to base wage rate.
- Lead Hands: \$2.25 per hour (minimum) applied to base wage rate.
- Foremen: \$2.75 per hour (minimum) applied to base wage Rate.

Employees who are responsible leading slab/rough-in/finishing work will be paid the applicable Lead Hand or Charge Hand premium as set out above.

3. Probationary Journeymen

The Employer may hire new employees at the probationary journeyman rate in accordance with the following:

- a) Employees will be hired on a ninety-(90) working day probationary period and immediately thereafter shall attain regular employment status and receive the Journeyman rate
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer, as long as it is not arbitrary, discriminatory or in bath faith.

- c) The probationary journeyman rate may only be applied to new hires
- 4. The hours thresholds referred to Article 13 (Vacation) and Article 20 (RSP) shall be reset if an employee is terminated for cause, resigns, or fails to return from layoff upon recall.
- 5. It is understood and agreed that the wage rates and other provisions set out may be amended by mutual agreement between the Employer and the Union for specific projects in order to enable the Employer to compete with non-union competitors and/or with specific Union Project Agreement rates.
- 6. The Employer and the Union may agree to reasonable partial subsistence allowance where the employee elects to commute to his place of residence or supplies his own living accommodation.
- 7. Hours of work
The normal work week shall consist of forty (40) hours per week worked in five (5) shifts which are eight (8) hours long. The Parties may agree to implement alternate schedules where required.
- 8. Overtime
 - a) Employees will be paid overtime at the rate of one and one-half (1½) times the employees' straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly (excluding daily overtime).
 - b) Employees will be paid overtime at the rate of two (2) times the employees' straight time hourly rate of pay for all hours worked in excess of eleven (11) hours daily, or forty (48) hours weekly (excluding daily overtime).

- c) All hours worked on a Sunday shall be paid at two (2x) times the employee's hourly rate.
 - d) When a statutory holiday occurs during the week, overtime shall be paid for all hours in excess of thirty-two (32) hours per week.
 - e) Should there be more than four (4) hours of overtime in a day, the Employer shall pay for a meal (maximum ten dollars [\$10.00]), and provide a thirty-(30) minute unpaid eating break.
9. No employee shall receive a reduction in their rate or overall compensation as a result of the renewal of this collective agreement.
10. It is understood that all hours worked shall be included in the calculation of wage rates, vacation pay and time, and retirement savings plan contributions.
11. Employees shall be eligible for the Construction Industry's Benefit Plan "Enhanced Plan"* in accordance with the provisions set out in Articles 19.02 and 19.03.
- *The Employer shall increase the hourly contribution as required for employees to remain on the Construction Industry's Benefit Plan "Enhanced Plan".
12. The Parties encourage training and apprenticeship and agree to cooperate to advance the same. Either party may sponsor apprentices.

13. Employees will be entitled to their prevailing hourly rate while attending training required by the Employer, exclusive of technical training. This provision does not include the following courses: WHMIS, CSTS, or Fall Protection.

14. Upon hire, Apprentices shall be classified according to hours worked as verified by the experience timelines as set out by their resume. Term levels and corresponding rates of pay as set out in Schedule "A" are adjusted upon receipt of ITA transcripts as are amended from time to time. Employees are responsible for ensuring current ITA transcripts are submitted to the Employer. Except where due to administrative error or delay by the Employer, term and wage rate adjustments will not be applied retroactively.

Journeyman classifications as set out in Schedule "A" are based upon hours worked as a Journeyman with the Employer.

SCHEDULE "B"
INSURANCE PLAN COVERAGE

The Employer shall arrange for the provision of the following coverage:

- a) \$50,000.00 life insurance per employee;
- b) \$50,000.00 A.D. & D. per employee;
- c) long term disability insurance with 66% of earnings, to a maximum of \$3,000.00 per month per employee.
- d) 80% coverage of all Pharmacare approved drugs. 80% of remainder non-Pharmacare drugs.;
- e) Dental plan at the latest fee schedule available;
 - Basic services: 80%
 - Major services: 50%
 - Maximum \$2,500 per calendar year
 - Orthodontic: 50% up to \$2,500 per lifetime.
- f) extended health coverage for employee and family;
- g) semi-private hospital coverage with no deductible for employee and family;
- h) optical insurance for employee and family;
 - Under 19: \$300 per year
 - Age 19 and over: \$300 every 2 calendar years
 - Eye Exams: \$75 every 2 years
- i) short term disability insurance with 66% of earnings to a maximum equal to EI allowance per employee, payable after the first day of accident and the eighth (8th) day of sickness.

*Note: This is not a CLAC Benefit Plan. For inquiries and information, please contact 604-526-5688.

TOOL LIST REQUIREMENTS

<u>JOURNEYMEN</u>	<u>APPRENTICES</u>
Knife	Knife
Pencil	Pencil
Twelve Foot (12') Rule	Twelve Foot (12') Rule
Pliers, 7" or 8" (cutting side)	Pliers, 7" or 8" (cutting side)
Tin Snips	Pliers, 6", 7" or 8" (diagonal)
Tap Wrench	Pliers (gas)
Hammer	Tin Snips
Pliers 8" (diagonal)	Hacksaw
Wire Strippers	Hammer
Wood Chisel (small)	Wire Strippers
Square	Screwdrivers:
Level	*#10 Robertson
Pliers (gas)	*#8 Robertson
Hacksaw	*#6 Robertson
Key Hole Saw	*Large Flatblade
Screwdrivers:	*Thin Flatblade
*#10 Robertson	*Large Phillips
*#8 Robertson	*Small Phillips
*#6 Robertson	Multimeter up to 1000V
*Large Flatblade	Battery Screw Gun
*Thin Flatblade	Tool Pouch with side pouch
*Large Phillips	
*Small Phillips	
½" to 1¼" K.O. Set	
Multimeter up to 1000V	
Battery Screw Gun	
Tool Pouch with side pouch	

SUPPLEMENTARY AGREEMENT

BETWEEN:

CHAMBERS ELECTRICAL CORP.

(hereinafter referred to as “the Employer”)

AND:

CONSTRUCTION AND ALLIED WORKERS UNION, CLAC LOCAL 68

(hereinafter referred to as “the Union”)

The parties to the Collective Agreement in effect from the second (2nd) day of November, two thousand twenty-one (2021) to the thirty-first (31st) day of October, two thousand twenty-five (2025) agree to the following upon declaration of Truth and Reconciliation Day by the Province of British Columbia:

- Truth and Reconciliation Day shall be added to the list of recognized holidays as set out in Article 14.01, and;
- Holiday Pay shall be amended to five percent (5%) of total wages.

Dated at _____, BC this ____ day of _____, 2022

SIGNED on behalf of
CHAMBERS ELECTRICAL CORP.

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

Authorized Representative

Authorized BC Representative