

COLLECTIVE AGREEMENT

BETWEEN

TECK CONSTRUCTION LTD.

AND

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

DURATION: MAY 1, 2022 – APRIL 30, 2025

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COLLECTIVE AGREEMENT

BETWEEN:

TECK CONSTRUCTION LTD.

(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:

- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates, and benefits as set forth herein;
- 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 generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and

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

- 1.02 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 Should any part of this agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this agreement had been executed without the invalid portion.

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, save and except non-working supervisory personnel, and office and sales staff.
- 2.02 This Agreement covers all employees in British Columbia. The Employer further agrees that this Agreement covers all employees of the Employer in the Yukon Territory.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by the mutual written agreement of the parties. Should classifications and rates other than those set out in Schedule "A" be required, the Employer and the Union shall meet and agree as to applicable rates.

2.04 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 of the terms or conditions of the Agreement for the duration of the job or project.

2.05 The Employer may contract out work where:

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

However, work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work must be laid off, transferred, demoted or discharged as a result of the contracting out of work, unless the Employer can show that contracting out would preclude further job loss.

2.06 Notwithstanding Article 2.05 (a), (b), and (c), the Employer may continue contracting out temporary labour providing it does not exceed practices preceding this Collective Agreement.

ARTICLE 3 – SCOPE

3.01 Should any provision of the Collective Agreement be rendered null and void, or materially altered by future legislation, the remaining provisions of the 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.

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.

3.02 The parties agree that:

- Part 3, Wages, Special Clothing, & Records;
- Part 4, Hours of Work and Overtime;
- Part 5, Statutory Holidays;
- Part 7, Annual Vacation; and,
- Part 8, Termination of Employment

of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Collective Agreement.

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

- 3.04 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.
- 3.05 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in cases of emergency, or for training, instructional, or evaluation purposes.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Employer's rights, subject to this Agreement, include but are not limited to the following:
- a) the right to maintain order, discipline, and efficiency; to make, alter, and enforce rules and regulations, and policies and practices to be adhered to by its employees; to discipline and discharge employees for just cause;
 - b) the right 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) the right 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, and equipment shall be vested in the Employer.

ARTICLE 5 - UNION REPRESENTATION

5.01 For the purpose of representation with the Employer, the Employer recognizes that:

- a) the Union has the right to appoint Stewards to assist employees in presenting complaints or grievances and to enforce and administer the Collective Agreement. The number of Stewards shall not normally exceed two (2) per project. Projects involving fewer than fifty (50) employees may be limited to one (1) Steward. The Union will advise the Employer in writing of the names of Stewards;
- b) 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. Union Stewards shall not act in the capacity of Representatives. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

5.02 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.

The Employer will pay Stewards at their prevailing hourly rate for time spent attending such duties during their working hours. The Employer shall not be liable for any wages where this takes place outside of ~~normal~~ working hours.

5.03 Representatives of the Union will have access to visit job sites or fabricating shops during normal working hours, subject to the following:

- a) the Union Representative shall identify himself to the job Supervisor upon arriving at a job site;
- b) in no case will such Representative interfere with the progress of work.

5.04 The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of two (2) on the committee, shall be paid by the Employer to a maximum of thirty-two (32) hours per contract agreement, at their prevailing hourly rates for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the employees concerned. The Employer shall not be liable for any wages where this takes place outside of working hours.

- 5.05 Union Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Subject to the operating requirements of the Employer, the Union may request, and where reasonably possible the Employer will grant, that Stewards be retained on the job or project in the reduction of the work force. When so requested, the Employer may assign the Steward to a classification the Steward is qualified, in the opinion of the Employer, to perform. In the event the Employer transfers the Steward to another project, a new Steward shall be appointed by the Union.
- 5.06 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.
- 5.07 There shall be no union activity during working hours on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement and to promote the maintenance and preservation of its bargaining rights.

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, 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.
- 6.02 In accordance with the BC Labour Relations Code, during the term of this Agreement, or while negotiations for a further Agreement

are being held, 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 Employer has the right to hire new employees as needed.
- 7.02 Before commencing work, any new employee shall be referred by the Employer to a Steward or Union Representative in order to give such Steward or Representative an opportunity to describe the union purposes and representation policies to such new employee.
- 7.03 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.
- 7.04 It shall be the policy of the Employer, at their discretion, to promote from within wherever possible.
- 7.05 New employees will be hired on a ninety (90) working day probationary period and thereafter shall attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, or qualification shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith and provided that employees have been properly notified of reasonable standards that the employees are expected to meet.
- 7.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.

Employees laid off and recalled by the Employer within one (1) year of previous employment shall not serve a new probationary period.

- 7.07 Upon the completion of ninety (90) consecutive days of employment, employees are entitled to five (5) paid days of personal illness or injury leave per calendar year calculated at the greater of eight (8) hours or the regular straight time daily hours, at their regular hourly rate multiplied by the period of the leave. The amount paid for the leave will include vacation and statutory holiday pay, and retirement and benefit contributions, and will not be included in the calculation of overtime.

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 fifteenth (15th) 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:
- 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:
- Name
 - Social Insurance Number

8.03 The total amount deducted will be mailed to the Union's Remittance Processing Centre by the fifteenth (15th) of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount remitted for each.

8.04 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.

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 fifteenth (15th) 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 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 – CLASSIFICATIONS AND RATES OF PAY

- 10.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are set forth in Schedule "A". 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 possible dispute.
- 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 same shall be subject to negotiations between the Employer and the Union.

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

- a) “Regular hourly rate” shall mean hourly compensation paid to an employee outside of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.
- b) “Wages” shall mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including any overtime premiums, shift allowances and premiums paid on an hourly basis, but specifically excludes any accommodation allowances, daily travel or travel allowances, and safety awards.
- c) “Gross earnings” shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 The normal workweek shall consist of forty (40) hours.

11.02 All work performed in excess of eight (8) hours per day or forty (40) hours per week, exclusive of daily overtime and work on a statutory holiday, shall be paid at the rate of one and one-half (1½) times the regular hourly rate, and all hours in excess of twelve (12) per day or forty-eight (48) per week shall be paid at two (2) times the regular hourly rate of pay.

- 11.03 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the parties for selected contract projects.
- 11.04 When a statutory holiday occurs during the week, overtime will be paid for all hours in excess of thirty-two (32) hours worked, exclusive of daily overtime, or twenty-four (24) hours, exclusive of daily overtime, if there are two statutory holidays in a week.
- 11.05 It is agreed that the provisions of Article 11 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 11.11 and 11.13.
- 11.06 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 which will be considered time worked.
 - d) Employees scheduled to work beyond twelve (12) hours in a day will be provided with an additional one-half (1/2) hour meal period which will be considered time worked.

- e) If employees are not scheduled, but required to work beyond twelve (12) hours in a day, the Employer will provide a meal period of one half (1/2) hour paid at straight time hourly base wage rate and a meal for the employees.
- f) No employee will work more than five (5) consecutive hours without a one-half (1/2) hour meal period.
- g) Scheduling of the meal periods may be amended on a site-specific basis upon agreement of the parties.

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 During a normal forty (40) hour work, week when an employee is required to change from a day shift to a night shift and subsequently back to a day shift, and as a result loses a regular time shift, (ie. four [4] shifts in a week instead of five [5] or does not achieve the 'normal workweek'), the employee shall be compensated to a maximum of eight (8) regular time hours for that missed shift. For clarification, if an employee is working overtime as part of an extended day required for the work of the day, this clause shall not apply.

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

11.10 Show up Time

An employee who reports for work as scheduled, and who is sent home because of lack of work or the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, shall receive a minimum of two (2) hours'

pay or four (4) hours if scheduled for more than eight (8) hours, unless work is suspended due to reasons completely beyond the control of the employer, in which case it shall be two (2) hours.

11.11 An employee who starts work and is prevented from completing their normal work day due to a cause not within their control shall receive a minimum of four (4) hours' pay.

11.12 An employee who reports to work but is unfit for work only has to be paid for time actually worked.

11.13 Call-Back

An employee who is called back to work in the same day will receive a minimum of two (2) hours' wages.

11.14 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 classification provided the employees are qualified to do the required work or send the employee home, noting the hours already worked for payment.

11.15 Payday shall be every second Friday with a maximum one (1) week holdback. If payday is a statutory holiday, then pay will be given the day before.

11.16 Pay slips shall show all regular hours, one and one-half (1½) times hours, and two (2) times hours, plus all deductions, including RSP, etc.

11.17 All paid time will be considered time worked unless specifically excluded.

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 the employees' classifications and latest available phone numbers.

ARTICLE 13 - VACATION AND VACATION PAY

13.01 Vacation pay and statutory holiday pay shall be paid as an addition to each regular pay cheque ~~to employees~~ as a percent of their gross earnings as set out below.

13.02 Vacation time will be granted as follows:

- 1 - 4 years' of service: - 2 weeks – payable at 6%
- 5 - 10 years' of service: - 3 weeks – Payable at 6%
- 10 - 20 years' of service: - 4 weeks – payable at 8%
- 21+ years' of service: - 5 weeks – payable at 10%

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 percent (4%) of their gross earnings in lieu of the following twelve (12) holidays:

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

14.02 Any additional statutory holidays declared by the Federal or Provincial Government shall be covered by the provisions of this Article. Employees will be entitled to receive an amount equal to four tenths of one percent (0.4%) of their gross earnings in lieu of each additional holiday.

14.03 Employees required to work on one of the above holidays shall receive overtime pay of two (2) times their regular wages for all hours worked.

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 the employees incur while working on projects beyond a reasonable distance from their residence.

15.02 There is a free travel zone of seventy-five (75) kilometres. Where a job is more than seventy-five (75) kilometres from the Employer's base of operations, or more than seventy-five (75) kilometres from the employee's permanent residence, the parties shall agree to a daily travel allowance of forty-two cents (\$0.42) per kilometre for all mileage in excess of seventy-five (75) kilometres based on the shortest reasonable distance.

15.03 Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another.

15.04 Subsistence Allowance

- a) 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 to cover room and/or board or alternately the Employer, at their discretion and expense, will provide room and board accommodation for the employees. Subsistence allowance per day shall be subject to negotiation and agreement between the Employer and Union on a project-by-project basis based on area and seasonal cost with room costs based on two employees per room.

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

- b) Subsistence allowance will be paid subject to the following conditions:
- i) to be eligible for subsistence, an employee's permanent residence must be outside a one hundred (100) kilometre radius from the job site;
 - ii) subsistence allowance begins when an employee reports for their first scheduled shift;
 - iii) subsistence allowance will be paid as negotiated by the parties prior to work beginning on the project;
 - iv) the project must be outside the free travel zones established in Article 15.02.

- c) The Employer and the Union may agree to reasonable partial subsistence allowance where the employee elects to commute to their place of residence or supplies their own living accommodation.

15.05 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.

- 15.06 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel, and room and board. 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.

ARTICLE 16 - UNION-MANAGEMENT COMMITTEE

16.01 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 improved labour/management relations:

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of management;
- b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy, and

environment, and in the adequate development of research, production, and marketing;

- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

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

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

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

- 16.03 A committee member attending the Union-Management meetings during regular working hours shall be entitled to their prevailing hourly rate of pay.
- 16.04 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 16.05 In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 17- HEALTH AND SAFETY COMMITTEE

- 17.01 a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment.
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.
- c) It is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- d) The Employer shall schedule regular safety meetings at least once per month for all employees on the site, during the work shift.
- 17.02 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, on or with unsafe equipment, tools, or working conditions.

17.03 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 provided that the injury is compensable by WCB.

17.04 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.

17.05 All safety matters shall be handled in accordance with the established Workers' Compensation Board procedures and the Employer's Safety Manual.

17.06 Light Duty Work Programs

If an employee is injured on the job and requires medical attention, the employee is entitled to modified duties and the employee shall inform the attending physician of the same.

The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval.

ARTICLE 18 - HEALTH AND WELFARE PLAN

- 18.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to contribute the amount set out in Schedule “A” for all hours worked for each employee towards the insurance plan administered by the CLAC Health and Welfare Trust Fund.
- 18.02 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.
- 18.03 New employees must successfully complete three hundred and fifty (350) hours worked whereupon the Employer will remit Health & Welfare amounts as set out in Schedule “A” retroactive to the date of hire. Employees who are dismissed with cause, voluntarily quit or are laid off during this three hundred and fifty (350) hour qualifying period will not be eligible for Health & Welfare.
- 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 (75th) 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 the employee 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 agree that the Health and Welfare Plan amounts outlined in Schedule “A” are effective January first (1st) of each calendar year and are subject to negotiation with the insurer. These negotiations will take place prior to January 1st of each calendar year. If the parties do not conclude an agreement before January first (1st) of each calendar year, all terms and conditions will be retroactive to January first (1st) once an agreement has been reached. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 25 of this Agreement.

ARTICLE 19 - RETIREMENT SAVINGS (RSP) AND PENSION PLANS

19.01 Retirement Savings Plan (RSP)

- a) After the Employee completes eight hundred (800) hours work, the Employer agrees to contribute an amount equal to four percent (4%) of the employee’s regular hourly rate to the CLAC Group Retirement Savings Plan (“RSP”), administered by the CLAC Group RSP Board of Trustees for each employee, for all hours worked. This contribution shall be remitted to the applicable CLAC Remittance Team.
- b) Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the RSP contributions remitted by the Employer.

19.02 Pension

Subject to the eligibility timelines in Article 19.01, the Employer agrees to contribute an amount equal to two percent (2%) of the employee's regular hourly rate to the CLAC Pension Plan ("the Plan") for each employee who voluntarily contributes the same to the Plan. A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer.

- a) This contribution will be remitted to the applicable CLAC Remittance Team.
- b) The CLAC Pension Plan is a defined contribution, registered pension plan, governed by the CLAC Pension Plan Board of Trustees.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary employee Pension contributions which are above and beyond those contributions outlined in Articles 19.01(a) and 19.02. A request for such deductions shall be submitted to the Employer on a Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.

19.03 Retirement Plan Contribution Details

- a) The Employer will remit RSP and Pension Plan contributions to the Union as outlined in Article 9.

- b) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the retirement plans will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.
- c) The total amount of RSP and Pension Plan contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's RSP contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum contribution limits as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.
- d) The Union acknowledges and agrees that, other than remitting contributions to the RSP and Pension 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.
- e) The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.
- f) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions in Articles 19.01(a) and 19.02 will instead be

paid on that employee's paycheque start the first pay period after September first (1st) of the year in which the employee reaches the age of restriction. This payment, in lieu of retirement plan contributions, will not be less than the amount that employee would have received if the employee were still contributing to a CLAC sponsored retirement plan.

ARTICLE 20 - EDUCATION AND TRAINING FUND

20.01 The Employer agrees to contribute ten cents (\$0.10) per hour to the Union Education and Training Fund for all hours worked by all employees.

ARTICLE 21 - TOOLS

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

21.02 The Employer shall provide reasonable security for all tool storage on the site.

ARTICLE 22 - WORKING CONDITIONS

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

22.02 All employees shall wear gloves, safety shoes, and rain gear where required, furnished by the employee. The Employer will provide each bargaining unit member with a two hundred dollars (\$200.00) non-taxable boot allowance yearly, payable on the anniversary date of the collective agreement. All employees shall complete eight hundred (800) hours of employment prior to becoming eligible for this allowance.

22.03 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.

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

ARTICLE 23 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

23.01 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 (as defined in Article 23.03);
- d) Union activity other than directly relating to the Employer.

23.02 Leave of absences under Article 23.01 shall not exceed one (1) week unless additional time is mutually agreed upon between the Employer and the employee.

23.03 An employee will be granted five (5) days leave of absence with pay, at their regular hourly rate, to make arrangements for and to attend the funeral of the employee's immediate family.

Immediate family is defined as spouse, child, parent, brother, sister, grandchild or grandparent. Bereavement pay will not be included in the calculation of overtime.

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

23.05 In no case may employees be deprived of leaves to which the employees are entitled under the Employment Standards Act or any other applicable legislation.

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 shall process their grievances and receive settlement thereof.

24.02 “Grievance” shall mean 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.

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

A “Policy Grievance” is defined as one that involves a question relating to the interpretation, application, or administration of this Agreement. 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 their representative.

- 24.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "calendar days".
- 24.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. If the Employer does consider or process a grievance that has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and is not arbitrable.
- 24.05 As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward. If the employee's Management person 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 7.05, if a grievance is to be filed it shall, within the seven (7) calendar days referred to in Article 24.04 above, be reduced to writing and shall be presented to the designated Employer representative by a Steward or a Union Representative. The designated Employer representative shall notify the Union representative of their decision in writing

not later than seven (7) calendar days following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- a) the facts giving rise to the grievance;
- b) the section or sections of the Agreement claimed violated;
- c) the relief requested; and,
- d) shall be signed by the employee or employees involved.

Step 2

If the grievance is not settled in Step 1, a Union Representative shall, within seven (7) calendar days of the decision under Step 1, or within seven (7) calendar days of the day this decision should have been made, submit a written grievance to the designated Employer representative. A meeting will be held between the Steward or Union Representative together with the grievor involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within seven (7) calendar days of the presentation of the written grievance to the designated Employer representative. The Employer shall notify the Steward or Union Representative of their decision in writing within seven (7) calendar days of such meeting.

24.06 Union Policy Grievance or Employer Grievance

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 fourteen (14) calendar 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 shall be held within seven (7) calendar days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 24.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within seven (7) calendar days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within twenty-one (21) calendar days of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within seven (7) calendar days, the Employer shall not be liable for any damages during the foregoing twenty-one (21) calendar day period.

The provisions of this Article 24.06 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 24.04 and 24.05 hereof shall not thereby be bypassed.

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 seven (7) calendar

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) calendar 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) calendar days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 25.05 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.
- 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 appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 25.07 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 25.08 The parties will equally bear the expense of the Arbitrator.

25.09 An Arbitrator shall only be empowered to render their decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 26 - DISCHARGE, SUSPENSION AND WARNING

26.01 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; the use of cannabis, illegal narcotics or alcohol while on site 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; or 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.

26.02 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 27 - DURATION

27.01 This Agreement shall be effective on the first (1st) day of May, two thousand and twenty-two (2022) and shall remain in effect until the thirtieth (30th) day of April, two thousand and twenty-five (2025), and, if agreed to by the parties, for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement

shall continue until the parties renew, revise or reach a new Agreement.

27.02 The Parties agree to exclude the operation of Section 50(2) and (3) of the *Labour Relations Code*.

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

Signed on behalf of
TECK CONSTRUCTION LTD.

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 Langley Member Centre.	_____
Authorized Representative		Representative
_____		_____
Authorized Representative		Authorized BC Representative

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY
Effective May 1, 2022

Classification	2022 Rates	Vac/Stat 10%	H & W \$2.07	RSP 4%	ETF \$0.10	TOTAL	Pension** 2%
Superintendent	\$ 39.82	\$ 3.98	\$ 2.07	\$ 1.59	\$ 0.10	\$ 47.56	\$0.80
Operator	\$ 34.80	\$ 3.48	\$ 2.07	\$ 1.39	\$ 0.10	\$ 41.84	\$0.70
Foreman	\$ 37.31	\$ 3.73	\$ 2.07	\$ 1.49	\$ 0.10	\$ 44.70	\$0.75
Ticketed Carpenter	\$ 34.80	\$ 3.48	\$ 2.07	\$ 1.39	\$ 0.10	\$ 41.84	\$0.70
Unticketed Carpenter	\$ 32.28	\$ 3.23	\$ 2.07	\$ 1.29	\$ 0.10	\$ 38.97	\$0.65
Skilled Labourer	\$ 26.03	\$ 2.60	\$ 2.07	\$ 1.04	\$ 0.10	\$ 31.84	\$0.52
Unskilled Labourer	\$ 22.26	\$ 2.23	\$ 2.07	\$ 0.89	\$ 0.10	\$ 27.55	\$0.45
Casual/Clean-up	\$ 19.22	\$ 1.92	\$ 2.07	\$ 0.77	\$ 0.10	\$ 24.08	\$0.38

**Pension contribution is voluntary. (See Article 19)

CLASSIFICATIONS AND RATES OF PAY

Effective May 1, 2023

Classification	2023 Rates	Vac/Stat 10%	H & W \$2.07	RSP 4%	ETF \$0.10	TOTAL	Pension* 2%
Superintendent	COLA * *						
Operator							
Foreman							
Ticketed Carpenter							
Unticketed Carpenter							
Skilled Labourer							
Unskilled Labourer							
Casual/Clean-up							

*Pension contribution is voluntary. (See Article 19)

**Cost of Living Adjustment (COLA) will be applied in year two (2) of the agreement. COLA is the increase in the Consumer Price Index (CPI) based on the British Columbia twelve-month trailing average ending on March 31st, 2023.

Wage Review

The parties shall conduct a wage and benefit review on or before May 1, 2024. New rates will be retroactive to May 1, 2024. Should the parties be unable to reach an agreement, either party may refer the matter to arbitration.

SCHEDULE "A"
NOTES

1. The above rates shall be considered minimum rates and the Employer reserves the right to pay in excess of these rates. Such determinations shall be at the Employer's discretion.

2. **First Aid Premium:**

Designated First Aid attendants are entitled to the following premium:

Level 2 or higher: \$1.25 per hour

3. **Steward Premium:** \$0.25 per hour

4. **Apprentices:**

Apprentice rates will be as follows:

1st Year 60% of ticketed carpenter rate in Schedule "A"

2nd Year 70% of ticketed carpenter rate in Schedule "A"

3rd Year 80% of ticketed carpenter rate in Schedule "A"

4th Year 90% of ticketed carpenter rate in Schedule "A"

5. It is understood and agreed that the wage rates and other provisions set out herein 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. Employees are eligible to receive one (1) paid day per year to attend an Employer approved training course. This training shall not accrue towards overtime. IE: If training were to occur on a Saturday, the time would be paid at the regular hourly rate.

SCHEDULE "B"

INSURANCE PLAN COVERAGE – GOLD PLUS PLAN

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Major services: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit;
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of six hundred and fifty dollars (\$650.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,800.00 per month), per employee, payable after one hundred nineteen (119) days until age 65 (119/65).

- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

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

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.

BENEFIT PLAN - FREQUENTLY ASKED QUESTIONS

1. When do my benefits start?

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

2. What must I do to enroll?

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

3. When will I receive my benefit start package?

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

4. Why does it take this long?

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

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

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

6. How do I make a claim?

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

7. Can my dentist submit claims directly?

Yes. Your dentist can submit your claims electronically.

8. Where do I get claim forms?

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

9. Will I receive a prescription drug card?

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

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

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

11. How do I make a disability claim?

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

12. Does my 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.

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

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

RSP Questions

1. Who administers the CLAC Group RSP?

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

2. How can I contact them?

Contact the CLAC Retirement team by phone at 1.800.210.0200 or by email at retire@clac.ca

3. How is my account opened?

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

4. When is my account registered?

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

For more information on your CLAC Group RSP account contact the CLAC Retirement team or log on to myCLAC at www.clac.ca . After logging in, click on the “View Retirement”.

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

For more information on your CLAC Retirement Plans, contact the CLAC Retirement team or log on to myCLAC at www.clac.ca .

After logging in, click on “View Retirement”.