

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN ALLIANCE TERMINALS INC.

AND

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

DURATION: JANUARY 1, 2024 - DECEMBER 31, 2026

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	3
ARTICLE 2 - RECOGNITION.....	4
ARTICLE 3 - SCOPE	5
ARTICLE 4 - UNION REPRESENTATION.....	6
ARTICLE 5 - MANAGEMENT RIGHTS	8
ARTICLE 6 - WORK STOPPAGES	8
ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP	9
ARTICLE 8 - UNION DUES AND DATA COLLECTION	11
ARTICLE 9 - JOB CLASSIFICATIONS AND RATES OF PAY	13
ARTICLE 10 - HOURS OF WORK, OVERTIME AND SUNDAY LABOUR ...	14
ARTICLE 11 - VACATIONS.....	17
ARTICLE 12 - HOLIDAYS	22
ARTICLE 13 - SENIORITY, LAYOFF, AND PROMOTIONS	23
ARTICLE 14 - JURY DUTY	26
ARTICLE 15 - BENEFIT PLAN.....	26
ARTICLE 16 - SICK LEAVE	29
ARTICLE 17 - RETIREMENT SAVINGS PLAN	30
ARTICLE 18 - LEAVES OF ABSENCE	33
ARTICLE 19 - SAFETY AND HEALTH	34
ARTICLE 20 - UNION-MANAGEMENT COMMITTEE	35
ARTICLE 21 - CLOTHING	36
ARTICLE 22 - GRIEVANCE PROCEDURE	36
ARTICLE 23 - ARBITRATION	39
ARTICLE 24 - WARNING, SUSPENSION AND DISCHARGE.....	41
ARTICLE 25 - TECHNOLOGICAL CHANGE	42
ARTICLE 26 - DEFINITIONS.....	43
ARTICLE 27 - DURATION.....	45
SCHEDULE "A"	47
SCHEDULE "B"	51
BENEFIT PLAN - FREQUENTLY ASKED QUESTIONS	53

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CANADIAN ALLIANCE TERMINALS INC.
(hereinafter referred to as “the Employer”)

AND

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**
(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 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 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 of such rights and privileges.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees in British Columbia except office staff, supervisors, and persons above the rank of supervisors.
- 2.03 Except in cases of emergency or for training and instructional purposes, supervisors, and other non-bargaining unit (employees) personnel shall not normally perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.
- 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 agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.05 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.

2.06 The Employer agrees that work normally performed by members of the bargaining unit shall not to be contracted out, except where:

- i) they do not possess the necessary facilities or equipment;
- ii) they do not have and/or cannot acquire the required human resources;
- iii) they cannot perform the work in a manner that is competitive in terms of cost, quality, and within projected time limits.

Work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, demoted, or discharged as the result of contracting out of work.

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.

- 3.02 In the event this Collective Agreement does not expressly provide for a benefit required by the British Columbia Employment Standards Act (hereafter ESA), the provision for such benefit set out in the ESA 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 ESA.
- 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.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set forth below.
- 4.02 Union Representatives 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.
- 4.03 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.
- 4.04 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.

- 4.05 The Union has the right to appoint or elect Union members to a Negotiating Committee, to a maximum of one (1) for every fifteen (15) employees. Time spent in negotiations shall be considered time worked and the Employer shall pay for those hours at the regular hourly rate of pay.
- 4.06 The Employer will 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 may attend such meetings.
- 4.07 Union Representatives shall have the right to visit at the location where employees are working, with prior notice provided to the Employer. Such visits shall not unduly disrupt the flow of work.
- 4.08 The Employer shall provide bulletin boards for the use of the Union, at appropriate locations, on which notices may be posted relating to matters of interest to the Union and the employees.
- 4.09 A Steward shall be given fifteen (15) minutes to greet a new employee in the workplace and to discuss Union membership with said employee.
- 4.10 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments on a yearly basis.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that, except as otherwise provided in this Agreement, the management of the warehouse and the direction of the workforce remain an exclusive management function. This right of management includes such functions as:
- a) the right to plan, schedule, direct, and control operations;
 - b) to study or introduce new or improved methods or facilities;
 - c) to maintain or establish new or improved rules and regulations covering the operation of the warehouse;
 - d) to maintain order, discipline, and efficiency;
 - e) to introduce new policies and procedures; and
 - f) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that they have been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 22.

ARTICLE 6 - WORK STOPPAGES

- 6.01 In accordance with the *Labour Relations Code*, during the term of this Agreement:
- 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;

- 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. Competent is defined here as possessing the necessary skills to complete the assigned tasks within the Employers defined productivity metrics. Workforce skills will be determined by the successful completion of Employer competency training modules in the following key areas:

- Warehouse Safety Protocols
- Equipment Operators Certification – where applicable
- Dangerous Goods Training
- Receiving
- Ocean Container or Truck Off Loading
- Product Put-Away
- Picking
- Shipping
- Ocean Container or Truck Loading

The Employer will give due consideration to Union members for employment, provided such applicants are qualified to meet the requirements of the job.

7.02 The Employer has the right to hire new employees as needed, provided that no new employee will be hired while there are part-time employees or full-time employees on layoff available who are qualified to do the work.

- 7.03 All newly hired employees will be required to serve a probationary period of five hundred (500) hours worked and thereafter shall attain regular employment status, provided such service is satisfactory to the Employer. Probationary employees will receive a written evaluation of their progress at or near the mid-point of their probation. Under exceptional circumstances, the probationary period may be extended by an additional five hundred (500) hours worked by mutual agreement of the Employer and the Union. Seniority shall be dated back to the date of the beginning of employment on successful completion of the probationary period.
- 7.04 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.
- 7.05 A list of employees, showing their names ranked according to seniority, classification, and rate, shall be forwarded to the Union and posted monthly.
- 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. Before commencing work, any new employee will be referred by the Employer to a Steward or Union Representative in order to give such Steward or Union Representative an opportunity to describe the Union's purpose and representation policies.
- 7.07 The Employer and the Union recognize the right of employees to work in an environment free of harassment and discrimination and agree to foster and promote such an environment. A policy

on harassment and discrimination shall be posted in the workplace.

ARTICLE 8 - UNION DUES AND DATA COLLECTION

- 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 shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention. The employer will be notified of any changes in National Dues policy in a timely manner.
- 8.02 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.
- 8.03 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a) first, middle and last name;
- b) work location/job site;

- c) rate of hourly pay;
- d) gross earnings;
- e) total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both one and one-half (1½) and double time (2x) overtime premiums, these hours shall be recorded separately;
- f) dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- g) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- h) Social Insurance Number; and,
- i) date of birth.

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

- a) complete mailing address;
- b) e-mail address;
- c) primary telephone;
- d) date of hire; and,
- e) classification,

- 8.05 The Employer shall also record on a remittance any of the following changes in employment status:
- a) change in classification, or level; or
 - b) job end date (for temporary, or permanent separation).
- 8.06 All contributions and deductions pursuant to Article 15 – Benefit Plan, and Article 17 - Retirement Savings Plan, shall be remitted together with and in the manner described for Union dues, as set out here in Article 8.
- 8.07 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 five (5) working days to correct this error.

ARTICLE 9 - JOB CLASSIFICATIONS AND RATES OF PAY

- 9.01 Wage schedules and premiums applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof.
- 9.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, which shall be subject to negotiation between the Employer and the Union. Failure to reach an agreement shall be subject to the grievance procedure.
- 9.03 An employee who reports for work in the usual manner but is prevented from starting work due to a cause not within their control shall be entitled to a minimum of two (2) hours' pay, or four (4) hours pay if scheduled to work for more than eight (8) hours, except when the work is suspended because of inclement

weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay. If an employee begins work, they shall be entitled to a minimum of four (4) hours' pay.

9.04 Employees shall be paid every second Friday.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND SUNDAY LABOUR

10.01 The work week for full-time employees shall consist of forty (40) regular hours worked in five (5), eight (8) hour shifts, Monday to Saturday, with days off to be consecutive whenever possible. The provisions of this Article shall provide for the hours of work and shall not be construed as a guarantee of any specified hours.

10.02 Employees will be paid overtime as follows:

a) Daily

- i) one and one-half (1½) times the employee's regular hourly rate for all hours worked in excess of eight (8) hours daily.
- ii) two (2) times the regular hourly rate for all hours worked in excess of eleven (11) hours daily.

b) Weekly

- i) one and one half (1½) times the employee's regular hourly rate for all hours worked in excess of forty (40) hours per week, excluding daily overtime.

- ii) two (2) times the regular hourly rate for all hours worked in excess of forty-eight (48) hours weekly, excluding daily overtime.

10.03 Employees required to work on a statutory holiday shall be paid one and one-half (1½) times the hourly rate, and two (2) times the hourly rate after eleven (11) hours, regardless of weekly hours. Any employee required to work on a statutory holiday shall also receive another day off with pay.

10.04 For the purpose of this Agreement, the week begins Sunday at 00:01 hours and concludes Saturday at 24:00 hours.

10.05 Overtime and Sunday work shall be performed on a voluntary basis and this implies the employee's right to refuse such work. Such work shall first be offered in order of seniority. If there are insufficient volunteers the Employer reserves the right to assign the work in inverse order of seniority.

- a) Wherever possible, the Employer will notify employees of impending overtime four (4) hours in advance.
- b) Employees called in for an additional shift outside of their regularly scheduled shift, will be notified before 3:30 pm the previous day.

10.06 A paid meal period of thirty (30) minutes shall be scheduled as near as possible to the middle of the shift. No employee will work more than five (5) consecutive hours without a one half (½) hour meal period. Part-time employees working less than five (5) hours, shall be entitled to a fifteen (15) minute paid meal period mid shift.

- 10.07 Employees will be entitled to an additional paid fifteen (15) minute rest period for each two (2) hours of overtime. Should any fifteen (15) minute rest period not be made available, an additional fifteen (15) minutes' pay will be added to each employees daily hours, subject to overtime.
- 10.08 The parties agree to observe Sunday as a day of rest and to limit Sunday work as much as possible. No employee shall be discriminated against or compelled to work Sunday or a day in lieu thereof, only because the employee's religious convictions prevent them from working.
- 10.09 The Employer shall offer and assign shifts to employees in order of seniority. Full time employees are to be provided a regular week of shifts ahead of part-time employees.
- 10.10 Any changes to the start times of a temporary nature must be made twenty-four (24) hours in advance of the start of a shift. Changes of a temporary nature made less than twenty-four (24) hours before the start time must be mutually agreed on between the Employer and the employee. For any changes to the start times of a permanent nature, the Employer shall provide two (2) weeks' notice.
- 10.11 Unscheduled Overtime
Unscheduled overtime is overtime that begins prior to regular scheduled shifts and/or following the end of regular scheduled shifts. Unscheduled overtime shall be offered by seniority at the location where the overtime is required, provided the following factors are met:

- a) Ability: An employee's ability is defined as having previously performed the required task or being able to acquire the necessary skills after a reasonable orientation period.
- b) Qualification: Qualification is defined as having the necessary certification to do the job, as per Article 19.04 of the Collective Agreement.

Scheduled Overtime

Scheduled overtime is overtime that is scheduled on a weekend or statutory holiday. Scheduled overtime shall be offered bargaining unit wide by seniority, provided the factors of ability and qualification listed above are met.

The above shall also govern the Employer when there are insufficient volunteers and the Employer must assign overtime in inverse order of seniority.

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

ARTICLE 11 - VACATIONS

11.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated at a percentage of their gross annual earnings:

- from zero (0) to one (1) year of service – vacation pay at four percent (4%);
- after one (1) years' service – two (2) weeks' vacation with pay at four percent (4%);
- after four (4) years' service – three (3) weeks' vacation with pay at six percent (6%);

- after nine (9) years' service – four (4) weeks' vacation with pay at eight percent (8%);
- after fifteen (15) years' service – five (5) weeks' vacation with pay at ten percent (10%).

11.02 Fifteen hundred (1500) hours worked shall constitute a year's service for vacation entitlement purposes, however no employee shall accumulate more than one (1) year of service or any additional fraction thereof, in any single calendar year. General holidays as outlined in Article 12.01 shall count as hours worked.

- a) For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the Parties agree that when an employee has earned a minimum of fifteen hundred (1500) hours for which wages are payable in an employee's calendar year, running from anniversary date to anniversary date, they shall be eligible for vacations as above set forth.
- b) Employees who work less than fifteen hundred (1500) hours shall be paid as the case may be four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) of their gross earnings for the work year.

11.03 An employee hired after January first (1st) in any year, and who does not qualify for a full annual vacation, shall accumulate an amount equal to four percent (4%) of their total wages from the date of employment to December thirty-first (31st) of that year. Vacation time in the following year will then be determined based on the vacation pay accumulated in that first calendar year. In the calendar years thereafter an employee will be

eligible for a full annual vacation with pay based on the schedule in Article 11.01.

11.04 The Employer shall provide Vacation planning sheets prior to October first (1st) each year.

- a) November first (1st) deadline for vacation submissions: January first (1st) through June 30th of upcoming year.
- b) May first (1st) deadline for vacation submissions: July first (1st) through December thirty-first (31st) of upcoming year.

11.05 a) For the purposes of this Agreement, a “block” refers to five (5) consecutive work days within a work week, less the number of statutory holidays within that same work week.

b) Vacation entitlement shall be scheduled and taken within the current vacation planning year.

c) Employees, as part of the vacation scheduling process, may pre-elect a payout of vacation blocks in excess of two (2) blocks as per Article 11.07. Payout pre-election shall be submitted with vacation requests in the current vacation planning year. Net blocks shall be scheduled following the booking process.

d) Maximum number of employees off on any given day or block is fifteen percent (15%) per shift of the full time workforce.

11.06 a) For every round of the booking process, if two (2) or more employees request the same vacation block at the same

time, seniority will be the deciding factor for granting time off.

b) November deadline: vacation January first (1st) through June thirtieth (30th)

i. Applicable booking rounds: one (1)

ii. All blocks eligible for consecutive scheduling per individual

iii. Subject to employer approval as per Article 11.05.

c) May deadline: vacation July first (1st) through December thirty-first (31st)

i. Applicable booking rounds: one (1), two (2), and three (3)

ii. Maximum number of blocks eligible for consecutive scheduling per individual.

iii. Subject to employer approval as per Article 11.05.

Vacation Entitlement	Round 1 Max BLKS	Round 2 Max BLKS	Round 3	Notes
5 Blocks or more	3	2	Remaining Days	Subject to Max OFF/Day or Block; Schedule NET blocks if pay-out requested
4 Blocks	2	2	Remaining Days	Subject to Max OFF/Day or Block; Schedule NET blocks if pay-out requested
3 Blocks	2	1	Remaining Days	Subject to Max OFF/Day or Block; Schedule NET blocks if pay-out requested
2 Blocks	2	N/A	Remaining Days	Subject to Max OFF/Day or Block
1 Block	1	N/A	Remaining Days	Subject to Max OFF/Day or Block
Less than 1 Block	N/A	Consecutive Days	N/A	Subject to Max OFF/Day or Block

11.07 Employees may request to have non-statutory vacation credits remaining at the end of the vacation year, paid out. The Employer agrees to process such requests without undue delay with payment subject to statutory deductions and on a cheque separate from regular payroll. As per the vacation process, the Employer agrees that each employee is eligible for one (1) payout annually in February.

11.08 Statutory holiday pay will be issued as per Article 12.01 during the pay period in which the holiday occurs. In the event a statutory holiday falls within an employee's annual vacation, the observed holiday will be paid as a statutory holiday in place of the employees paid vacation day.

11.09 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:

- a) any employee leave of absence, including temporary layoff;

- b) a leave under Part 6 of the ESA;
- c) *or*, any other Employer authorized leave of absence.
Examples of employer authorized leaves include medical leave and education leave.

ARTICLE 12 - HOLIDAYS

12.01 The Employer agrees to pay employees at their regular hourly rate-of pay, for the following twelve (12) holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

12.02 Article 12.01 applies to employees who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to illness, authorized leave of absence (as granted per Article 18) or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.

12.03 For the holidays outlined in Article 12.01, full-time employees shall receive payment at their regular hourly rate, per holiday

and part-time employees shall receive payment for each holiday proportionate to their actual time worked calculated on the basis of the eight (8) calendar weeks preceding the holiday.

12.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the following regularly scheduled workday shall be observed as the statutory holiday, unless an alternate day is mutually agreed. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday.

12.05 Where the Employer and the Union mutually agree a statutory holiday may be observed on another day.

ARTICLE 13 - SENIORITY, LAYOFF, AND PROMOTIONS

13.01 a) Seniority shall be defined by length of service and shall be bargaining unit wide. New employees shall be placed on a full-time or part-time seniority list, as applicable, upon completion of their probationary period and their seniority shall be dated back to the date of their most recent hiring. Seniority shall be recognized in the following manner: Full-time employees before part-time.

b) Employees who work an average of thirty-two (32) hours per week or more, averaged over a twelve (12) week period, shall be placed on the full-time seniority list, and their seniority shall be recognized by date of hire. Employees who average less than thirty-two (32) hours per week shall be placed on the part-time seniority list, and their seniority shall be recognized on the basis of hours worked.

- c) Part-time employees will consist of no more than twenty percent (20%) of the work force.

13.02 Length of service shall be applied in determining preference for job postings, promotions, transfers, demotions, layoffs, recall, vacations and, where practicable and subject to qualifications, ability, and availability, allocation of hours of work.

13.03 Seniority lists shall be maintained at all times by the Employer. The Union shall be e-mailed a copy of the seniority list monthly to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

13.04 Seniority rights shall cease for an employee who:

- a) voluntarily terminates their employment;
- b) is discharged and such discharge is not reversed through the grievance procedure;
- c) is laid off for a continuous period of more than six (6) consecutive months;
- d) is absent without leave in excess of two (2) consecutive working days without notifying the Employer unless absent for good cause excusable by management;
- e) an employee shall not suffer loss of seniority due to sickness, accident or any other approved absence.

13.05 If staffing reductions in the workforce are inevitable, and such reductions are anticipated to extend beyond a full week for those affected, the Employer shall consult the Union.

Probationary employees shall be laid off first. If further reductions are necessary, the Employer shall consult the Union regarding the order of layoff and in doing so they shall be guided by the following considerations:

- a) seniority;
- b) ability and qualification of the employees to perform the work, or to acquire the necessary skills after a reasonable orientation period;
- c) part-time employees shall be laid off before full-time employees.

The above considerations shall also guide the Employer and the Union when employees on layoff are recalled.

13.06 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) workdays after the layoff took place.

13.07 Any full-time employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

13.08 The Employer shall post all vacant and new positions in a conspicuous place for a minimum of ten (10) workdays noting the rate, shift, and task. Employees will be notified of the posting by email. Any employee of the Employer covered by this Agreement may apply for such position. Seniority, skill, ability, and efficiency shall be the governing factors considered in the

appointment. For the purposes of this Agreement, consideration of "seniority, skill, ability and efficiency" will lead to the selection of the most senior employee who applies and satisfactorily performs all aspects of the job to the normal standards required by the Employer. Preferred starting times on established shifts or preferred days off shall be assigned to senior employees, where possible.

ARTICLE 14 - JURY DUTY

14.01 It is agreed that the Employer shall compensate employees for the difference between their regular wages and payment received while performing jury duty or while serving as a subpoenaed witness in a court action or Coroner's Inquest, and maintain benefit payments while so serving.

ARTICLE 15 - BENEFIT PLAN

15.01 In order to protect full-time employees and their families from the financial hazards of illness and accidents, the Employer agrees to pay the monthly cost of the agreed upon Benefit Plan, administered by the Union for each eligible employee. An outline of the Benefit Plan is listed in Schedule "B".

15.02 Eligibility

- a) All employees who are normally scheduled to work an average of at least thirty-two (32) hours per week will be eligible for Benefit Plan coverage.
- b) Eligible employees will qualify for coverage on the first (1st) of the month following completion of their probationary period of 500 hours.

- c) Notwithstanding 15.02b), eligible employees rehired within one year, who are not required to complete a probation period as per Article 7.03, will qualify for coverage on the first (1st) of the month following their rehire.
- d) It is the responsibility of the employee to complete the enrolment form for the Benefit Plan, which is required before any claims can be submitted.

15.03 Remittances

- a) By the twenty-fifth (25th) of the month prior to the month of coverage, the Employer will remit the monthly cost of the Benefit Plan for each eligible employee in accordance with Article 8.
- b) The monthly cost will be supplied by the Union to the Employer annually (normally in November) and will be effective January first (1st) of the following year.
- c) Where the Benefit Plan remittance is separate from the remittance outlined in Article 8, it will list the first, middle and last name, and the Social Insurance Number of each eligible employee.
- d) The Employer will report the taxable benefit amount(s) as supplied by the Union on each employee's T4.

15.04 Extended Coverage

The Employer agrees to pay the monthly cost of the Benefit Plan for all eligible employees after the month of work cessation for the following:

- a) Upon non-culpable termination of employment for any reason as follows:
 - i. Employees who have passed probation: one month
 - ii. Employees with one year of service: two months
 - iii. Employees with three years of service: three months
 - iv. Employees with five or more years of service: four months.
- b) For temporary layoffs or temporary site shutdowns, the premiums will continue as above, but only for the duration of the lay-off or shutdown.
- c) Approved leaves of absence: one month.
- d) Any leave where required in accordance with the ESA: for the full duration of the leave.
- e) Injury or illness where the employee is medically unable to work and on an approved Worksafe BC disability claim: up to three months.

15.05 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and

eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

15.06 In lieu of the benefits outlined in Article 15 above, part-time employees shall receive a premium as follows:

- a) five hundred (500) – two thousand (2,000) hours worked: fifty cents (\$0.50) per hour;
- b) two thousand and one (2,001) – three thousand five hundred (3,500) hours worked: seventy-five cents (\$0.75) per hour;
- c) three thousand five hundred and one (3,501) hours or more: one dollar (\$1.00) per hour.

The above premium is not subject to any vacation pay calculations.

ARTICLE 16 - SICK LEAVE

16.01 After ninety (90) consecutive days of employment, employees are entitled to sick leave as per the ESA.

Note: Paid sick time shall not be seen as time worked and shall be excluded from Article 10.12

ARTICLE 17 - RETIREMENT SAVINGS PLAN

17.01 The CLAC Group Retirement Savings Plan (“RSP”), administered by the CLAC Group RSP Board of Trustees or the CLAC Pension Plan (“the Plan”), a registered defined contribution pension plan, administered by the CLAC Pension Plan Board of Trustees, applies to all employees covered by this collective agreement.

- a) After one (1) year of service – sixty cents (\$0.60) per hour
- b) After three (3) years of service – ninety cents (\$0.90) per hour
- c) After five (5) years of service – one dollar and forty cents (\$1.40) per hour.

17.02 Eligible employees have the option to direct contributions to the CLAC administered RSP, the CLAC administered Pension Plan or a combination of both. By November first (1st) and May first (1st) of each year, the Employer will provide paper or electronic forms on which employees will specify whether they want their contributions directed to the RSP or Pension Plan, or combination of both, and the Employer will remit accordingly. If any employee does not submit their form by December first (1st) or June first (1st), their contributions will be made as per their last form on file. Changes will not be made more than twice a year.

17.03 Employees are responsible for completing Applications for Membership, provided by the RSP and Pension Plan, in order to register the RSP and Pension Plan contributions remitted by the Employer.

17.04 The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance team, voluntary employee pension contributions or voluntary employee RSP contributions which are above and beyond those contributions specified in Article 17.01. A request for such deductions shall be submitted to the Employer on plan specific forms that are provided by the CLAC Retirement team. A copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions. The Employer will remit all retirement plan contributions to the applicable CLAC Remittance team as specified in Article 8.03. Employer, employee and voluntary contributions for each plan will be recorded separately on the remittance.

17.05 The Employer shall remit RSP and Pension Plan contributions as per Article 8.

17.06 The Employer shall be saved harmless for all contributions and administration of the RSP and Pension Plan.

17.07 Retirement Plans Contribution Details

- a) 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.
- b) Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 17.01 will be paid to that employee on each paycheque starting 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 contributions will not be less than the amount that employee would have received if they were still contributing to the applicable plan.

- c) The total amount of retirement contributions remitted by the Employer and 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 contribution made outside the employment relationship. For greater clarity, it is the employee's responsibility to ensure they do not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the employee.
- d) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 8 the Employer is responsible for compensating the retirement plans for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance. The retirement plans will allocate the missed contributions and investment returns to the affected employees' accounts.
- e) The Union acknowledges and agrees that, other than remitting contributions to the retirement plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided

by the Plan or RSP or be responsible for providing such benefits.

- f) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 An Employee who has completed one (1) year of service may apply for an unpaid leave of absence to a maximum period of one (1) month. Such requests will not be unreasonably denied, subject to operational concerns. Seniority shall be considered where there are two (2) or more applicants.

18.02 An employee who has completed two (2) years of service may apply for a leave of absence for educational purposes on a per semester basis. Such request will not be unreasonably denied, subject to operational concerns. The leave shall be without pay, without benefits, and with no accrual of seniority.

18.03 In the event of death in an employee's immediate family (parent, sister, brother, grandchild, guardian, mother-in-law, father-in-law and grandparent), the employee shall be entitled to be absent from work for three (3) days with pay. In the event of the death of a spouse or child, the employee shall be entitled to a paid five- (5) day leave. Employees who do not complete their shift following notification of a death in the immediate

family shall be paid full shift hours, in addition to the foregoing bereavement leave.

- 18.04 Employees shall be granted parental and/or pregnancy leave, upon written request, as per the ESA. In no case may employees be deprived of leaves to which they are entitled under the ESA or any other applicable legislation. Employees will be granted reasonable leaves of absence without pay to engage in traditional practices.

ARTICLE 19 - SAFETY AND HEALTH

- 19.01 The Employer and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in and around the Employer's premises. These standards shall be enforced through the formation of a Safety Committee.

- 19.02 The Safety Committee shall be structured and shall operate in accordance with WCB Regulations.

- 19.03 In the event an employee has a compensable time-loss accident on the job, he shall be paid for the entire scheduled shift regardless of actual hours worked.

- 19.04 All employees required to operate equipment will have the recognized WCB standards training for such equipment.

19.05 Harassment Awareness

Neither the Employer nor the Union will tolerate any form of harassment including, physical, sexual or emotional harassment in the workplace. The Employer shall post their policy of harassment at its facilities. The Employer will provide adequate training to all new and existing employees regarding harassment

and the potential ramifications. Complaints will be thoroughly and immediately (within three [3] work days) investigated. Alleged failure by any party to deal with any harassment complaint may be the subject of a grievance pursuant to this Agreement. Such complaint should be submitted in writing to the Employer as quickly as possible, within thirty (30) days of the occurrence.

ARTICLE 20 - UNION-MANAGEMENT COMMITTEE

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

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving toward efficient use of 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 management without labour can do nothing, labour without management cannot survive.

- 20.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months, or as required, during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation.
- b) The Employer and the Union shall each appoint an equal number of representatives, not to exceed three (3), to the Union-Management Committee. The Minutes shall record the business of each meeting, a copy of which shall be posted for the information of all employees.
- 20.03 A committee member attending a Union-Management meeting shall be entitled to their regular hourly rate of pay for the duration of the meeting.

ARTICLE 21 - CLOTHING

- 21.01 Any required protective clothing such as gloves, cooler jackets, coveralls, rubber boots, and safety glasses shall be provided for and maintained by the Employer.
- 21.02 Where protective footwear is required, the Employer agrees to reimburse an employee up to a maximum of two hundred and fifty dollars (\$250.00) every two years, upon presentation of a receipt of purchase.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 Should a dispute arise between the Employer and an employee or the Union, concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement, it shall be

resolved by the grievance procedure in the manner set out below.

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.

22.02 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 4 as the agents through which employees will process their grievances.

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

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

c) Policy Grievance

i) A Union "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative.

ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation,

application or administration of this Agreement and will be signed by a representative of the Employer.

iii) Either party may submit a Policy Grievance directly to Arbitration under Article 23, bypassing Step 1 and Step 2 of the Grievance Procedure.

d) Any grievance referred to above will identify:

i) the facts giving rise to the grievance;

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

iii) the relief requested.

22.04 a) Neither the Employer nor the Union will be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

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

c) For the purposes of interpreting the timelines in Article 22 and 23 all days shall be considered calendar days.

22.05 Step 1 - A grievance shall be submitted in writing to the Employer 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.

22.06 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 23 - ARBITRATION

23.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration.

23.02 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.

23.03 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.

- 23.04 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 an Arbitrator.
- 23.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by email. The date of mailing shall be deemed to be the date of service.
- 23.06 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.
- 23.07 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 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.08 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.

- 23.09 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 is, in the opinion of the Arbitrator, just and equitable.
- 23.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.11 The parties will equally bear the expense of the Arbitrator.
- 23.12 An Arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 24 - WARNING, SUSPENSION AND DISCHARGE

- 24.01 In any discipline meeting, the affected employee shall have an available Steward or Union Representative present at the meeting, or decline this right in writing. If written discipline is to be imposed, a copy shall be issued immediately to the employee a Steward and to the Union office.
- 24.02 An employee may be disciplined or discharged for just cause by the Employer.
- 24.03 The parties agree to abide by the principles of progressive discipline. Progressive discipline is designed to assist an employee to change behaviour and/or performance and takes into account the nature and severity of the infraction, and the mitigating and aggravating factors. The progressive discipline model is outlined below:

- a) Step One: Verbal Warning
A documented disciplinary action that is intended to draw an employee's attention to their misconduct.
- b) Step Two: Written Warning
A statement given to an employee by a delegated manager or supervisor outlining:
- the nature of the misconduct;
 - the corrective action expected of the employee; and
 - a description of the disciplinary action that may be taken if the misconduct continues.
- c) Step Three: Suspension
An enforced, temporary removal of an employee from duty without pay.
- d) Final Step: Termination
The enforced cessation of employment.

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

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 The Employer shall notify the Union two (2) months in advance of its intent to institute material changes in production methods or facilities.

25.02 Where jobs are eliminated due to the introduction of labour-saving equipment or technological change, the displaced employee will either be trained to operate the new equipment or be trained for other duties, whenever possible, at the discretion of Management.

25.03 Employees whose employment is terminated because of technological change, plant closure, or automation shall be entitled to termination pay (or written termination notice in lieu of pay) as follows:

- a) after three (3) months of employment, pay in an amount equal to one (1) week's wages as compensation for length of service;
- b) after twelve (12) consecutive months of employment, pay in an amount equal to two (2) weeks' wages;
- c) after three (3) consecutive years of employment, pay in an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.

ARTICLE 26 - DEFINITIONS

26.01 The following description of employee status is outlined in order to distinguish between the various types of employees recognized in the Collective Agreement:

- a) Full-time employee: An employee who is regularly scheduled thirty-two (32) hours or more per week, having achieved this status in accordance with the provisions outlined in Article 13.01 or by award of a posted position.

- b) Part-time employee: An employee who regularly works less than thirty-two (32) hours per week.

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

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

26.03 Whenever used in this agreement the term ESA shall mean the British Columbia Employment Standards Act.

ARTICLE 27 - DURATION

27.01 This Agreement shall be effective on the first (1st) day of January, two thousand twenty four (2024) and shall remain in effect to and including the thirty-first (31st) day of December, two thousand twenty six (2026), 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 operation of Section 50(2) and (3) of the *British Columbia Labour Relations Code (BCLRC)* is hereby excluded in accordance with Section 50(4) of the *BCLRC*.

DATED at _____, B.C., this _____ day of _____, 2024.

SIGNED on behalf of
**CANADIAN ALLIANCE
TERMINALS INC.**

SIGNED on behalf of
**SERVICE, HEALTH,
MANUFACTURING AND
ALLIED WORKERS UNION,
CLAC LOCAL 501**

Authorized Repr

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

Representative

Authorized Representative

Authorized BC Representative

SCHEDULE "A"
JOB CLASSIFICATIONS AND RATES OF PAY

Hourly Rates Effective:

Classification	Current	Jan 1, 2024 4%	Jan 1, 2025 4%	Jan 1, 2026 4%
Warehouseperson I				
0-3499 hours	\$22.18	\$23.07	\$23.99	\$24.95
3500-4999 hours	\$22.85	\$23.77	\$24.72	\$25.71
5,000 hours plus	\$23.61	\$24.56	\$25.54	\$26.56
Warehouseperson II				
0-3499 hours	\$21.49	\$22.35	\$23.25	\$24.17
3500-4999 hours	\$22.18	\$23.07	\$23.99	\$24.95
5,000 hours plus	\$22.93	\$23.85	\$24.80	\$25.79

Schedule "A" Notes

1. Eligible, full-time employees, defined as those who have worked at least fifteen hundred (1,500) hours in 2026 will receive a bonus payout of two hundred fifty dollars (\$250.00) at the end of year three (3) of the collective agreement.

2. Red-Circled Employees

The parties agree that any employees who are currently receiving a higher rate of pay than stated in this collective agreement will be red-circled and continue to receive the higher wage rate. Red-circled employees will be entitled to wage increases of two percent (2%) in each year of the collective agreement.

3. Job Descriptions

The job duties of a Warehouseperson II shall be any tasks performed in the warehouse area including shipping, receiving, light delivery, warehouse clean up, limited operation of material handling equipment (pallet jacks, etc.) and any other duties as directed by supervision.

A Warehouseperson I is an employee qualified by the Employer according to WCB regulations to operate specific material handling equipment (forklift, reach trucks, etc.), in addition to the duties outlined in the Warehouseperson II position.

4. Lead Hand Premium

An employee designated as a Lead Hand shall be paid a premium of one dollar twenty-five cents (\$1.25) per hour. The appointment of Lead Hands is at the discretion of the Employer. A Lead Hand, designated and classified by the Employer, shall be defined as an employee who shall direct and coordinate the work

of other employees while performing their regular duties. A Leadhand shall not have authority to directly hire, fire, suspend, or discipline employees. They shall be a member of the Union and have seniority in accordance with Article 13 herein. Lead Hands are in a separate seniority category.

Lead Hands currently earning less than the capped rate shall be paid at the capped rate plus the premium of one dollar twenty-five cents (\$1.25) per hour. Lead Hands earning more than the capped rate (red circled employees) shall be paid their rate plus the premium rate of one dollar twenty-five cents (\$1.25) per hour.

5. Industrial First Aid Attendant

An Industrial First Aid Attendant, designated and classified by the Employer, shall be defined as someone who meets the Employer's and the Worker' Compensation Board's requirements for the position.

An employee designated as an Industrial First Aid Attendant shall be paid a premium as follows:

- Level I Industrial 1st Aid Attendant: \$0.50 per hour;
- Level II Industrial 1st Aid Attendant: \$0.75 per hour;
- Level III Industrial 1st Aid Attendant: \$1.00 per hour.

Reimbursement for the cost of the course and lost time wages while taking the course shall be paid upon successful completion of the course and upon return to the workplace.

Industrial First Aid Attendants are deemed to have seniority priority over other employees in the event the Employer is required to schedule attendants in accordance with the WCB Regulations.

6. Hazard Pay (Eco Lab)

Employees that are regularly scheduled to work in the dedicated Ecolab facility will receive a premium of one dollar (\$1.00) per hour worked in that area. Part-time employees will be paid the same premium for hours worked in the Eco Lab.

7. Performance Incentive

The parties agree to review any Performance Incentive program created by the Employer. Any wage incentive or premium will be agreed to by all parties prior to implementation. If the parties cannot reach a mutually agreed upon settlement, the issues will be submitted to binding arbitration.

8. Summary of shift schedules and premiums

Shift Schedules			Shift Premiums Per Hour						
Name	Start	Finish	Premium per hour	Premium effective hours	Lead Hand Premium per hour	First Aid Level 1	First Aid Level 2	First Aid Level 3	Hazard Pay
Morning	6:00	14:00	\$0.00	N/A	\$1.25	\$0.50	\$0.75	\$1.00	\$1.00
Afternoon	14:00	22:00	\$1.00	14:00-22:00	\$1.25	\$0.50	\$0.75	\$1.00	\$1.00
Overnight	22:00	6:00	\$2.00	22:00-06:00	\$2.00	\$0.50	\$0.75	\$1.00	\$1.00

9. It is understood and agreed that any prior Memorandums and Letters of Agreement are either expired or are incorporated into this Collective Agreement.

SCHEDULE "B"

OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS PLAN

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

- Life Insurance
 - \$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;
 - \$10,000.00 for Spouse
 - \$5,000.00 for each dependent child
- \$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: 80% 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 \$1,500 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$350 per year
 - age 21 and over: \$350 every two years
- extended health coverage for employee and family;
- paramedical for employee and family; including Physiotherapist, Chiropractor, Chiropodist/Podiatrist, Naturopath, Osteopath, Speech Therapist, Acupuncturist, Massage Therapist, Psychologist/MSW/Counsellor/Psychotherapist, subject to plan maximums;
- massage therapy with a limit of \$80/visit;

- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of seven hundred dollars (\$700.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the seventh (7th) day of illness for a maximum of twenty-six (26) weeks.
- long term disability insurance with sixty percent (60%) of earnings, maximum of three thousand (\$3,000.00) per month, per employee, payable after twenty-six (26) weeks until age 65 (119/65).
- Emergency Travel Assistance - (Sixty [60] days per trip)
- 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
HUMANACARE (EFAP) www.humanacare.com/clac	1-800-661-8193

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”.***