

COLLECTIVE AGREEMENT

BETWEEN

MAINLAND ENERGY WORKS INC.

AND

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

DURATION: JANUARY 1, 2021 – DECEMBER 31, 2023

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COLLECTIVE AGREEMENT

BETWEEN:

MAINLAND ENERGY WORKS INC.
(hereinafter referred to as the “Employer”)

AND:

**CONSTRUCTION AND ALLIED WORKERS UNION,
CLAC LOCAL 68**
(hereinafter referred to as the “Union”)

ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
 - c) establish an equitable system for the promotion, transfer, and lay-off of employees;
 - d) establish a just and prompt procedure for the disposition of grievances; and,
 - e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the

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

1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour/management relations:

- a) The industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of management;
- b) The economic character springs from a continuous striving towards the efficient use of scarce resources, energy, and the environment, and in the adequate development of the employees, research, production, and marketing; and,
- c) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

1.03 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable human rights legislation, or is in bad faith.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as defined in Article 2.02.

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

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Subject to the terms of this Agreement, the Employer's rights include the right to:
- a) manage the enterprise, including the scheduling of work, and the control of materials and equipment;
 - b) maintain order, discipline, and efficiency;
 - c) hire, direct, transfer, promote, layoff, and discipline and discharge with just cause, provided that such actions are consistent with the purpose and terms of this Agreement, and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 24.

ARTICLE 4 – SCOPE

- 4.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 4.02 In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, including those enumerated in Section 3 of the Act, the provision for such benefit set out in the Act is deemed to be incorporated into this Collective Agreement, except where either:
- a) the provision for the subject matter of that benefit prescribed in the Collective Agreement meets or exceeds the benefit set out in the Act; or,
 - b) the provisions of the Collective Agreement pertaining to the respective section or part of the Act (as enumerated in Section 3 of the Act) considered together, meet or exceed those prescribed in the respective section or part of the Act.
- 4.03 Notwithstanding Article 4.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable for the affected employees, shall automatically apply, for the term of this agreement.
- 4.04 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such

rights and privileges. Such rights and privileges may only be amended by mutual agreement.

4.05 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.

4.06 The Employer may subcontract out work where:

- a) it does not possess the necessary professional or technical expertise, facilities or equipment;
- b) it does not have and/or cannot acquire the required manpower;
- c) it cannot perform the work in a manner that is competitive in terms of cost, quality, and within projected time limits;
- d) the purchase or lease of equipment or materials and/or services stipulates that the award of a contract is dependent upon the use of the purchaser's equipment, facilities, or workforce.

ARTICLE 5 – REPRESENTATION

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

5.02 Representatives

- a) Representatives of the Union (“Representatives”) are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing

grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

- b) Representatives shall have the right to visit at the location where employees are working. The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall not unduly disrupt the flow of work. Representatives will provide advance notice of site visits wherever possible.

5.03 Stewards

- a) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement
- b) Stewards will receive the hourly premium as set out in Schedule "A" for all hours worked. The Union will advise the Employer, in writing, of the name(s) of the Steward(s). The Union will advise the Employer, in writing, of any changes in Steward positions.
- c) Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be unreasonably withheld. The Employer will pay Stewards at their prevailing hourly rate for time spent attending such duties during their working hours.

- d) A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information. This will, whenever possible, occur during the new employee's site orientation or first shift.

5.04 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the employer shall pay for those hours at the appropriate rate to a maximum of thirty-two (32) hours.

5.05 The Employer

- a) The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meetings.

- b) The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.

ARTICLE 6 – WORK STOPPAGES

6.01 In accordance with the *B.C. Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:

- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and,

- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 7 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 7.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference, to qualified Union members who are able to meet the Employer’s requirements of the job.
- 7.02 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 7.01, the Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Agreement whether or not they join the Union.
- 7.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.
- 7.04
 - a) New employees will be hired on a sixty (60) working day probationary period and thereafter shall attain regular employment status.
 - b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge

or layoff of a probationary employee shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith, and provided that the employee has been properly notified of reasonable standards that they are expected to meet.

- 7.05 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.
- 7.06 Employees rehired within six (6) months of layoff will not re-serve a new probationary period.
- 7.07 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.
- 7.08 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations.
- 7.09 Further to Article 7.01, the parties agree that the CLAC Jobs department is to be utilized in maintaining a desirable and competent labour force.
- 7.10 Prospective Hires
Upon request, the CLAC Jobs department will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.

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:

- Base hourly rate
- All hourly premiums
- Straight time hours worked
- Time and a-half hours worked
- Double time hours worked
- Gross earnings

c) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:

- First, Middle and Last Name
- Mailing Address
- Date of Birth

- Primary Telephone Number
- Email Address
- Social Insurance Number
- Date of Hire
- Classification, trade certificate number and apprenticeship level or year.

ARTICLE 9 – UNION REMITTANCES

- 9.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 8, 17, 18 and 23 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. Such interest shall be compounded on a monthly basis.
- 9.04 If the Employer satisfies all its obligations under Articles 9.01, 9.02 and 9.03 relating to Articles 8, 17, 18 and 23 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

ARTICLE 10 – WAGES AND RATES OF PAY

- 10.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule “A” attached hereto and made a part hereof. 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 those classifications shall be subject to negotiation 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) “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, travel allowances, and safety awards.

- d) "Gross earnings" shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.

10.04 Employees shall be paid bi-weekly by automatic bank deposit. Employees will be responsible for providing the required information to facilitate automatic bank deposit, e.g. void cheque, bank direct deposit form, email account.

ARTICLE 11 – HOURS OF WORK AND OVERTIME PAY

11.01 The normal workweek shall consist of five (5) eight (8)-hour workdays, Monday to Friday inclusive.

11.02 Employees will be paid overtime as follows:

- a) Daily
 - i) one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of eight (8) hours daily.
 - 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 of pay for all hours worked in excess of forty (40) hours per week, excluding daily overtime and hours worked on a statutory holiday.

- 11.03 When a statutory holiday occurs during the week, weekly overtime shall be paid for all hours worked in excess of thirty-two (32) hours per week, exclusive of daily overtime, or twenty-four (24) hours, exclusive of daily overtime, if there are two (2) statutory holidays in a week.
- 11.04 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
- 11.05 Subject to Article 11.12, if extraordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.
- 11.06 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the Pre-Job Memorandum subject to Article 16.
- 11.07 If an employee should be “called out” on weekends, they shall be paid a minimum of four (4) hours times the appropriate overtime rate for each call out.
- 11.08 Meal Periods
- a) There will be two (2) paid coffee breaks of fifteen (15) minutes duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift.

- b) Employees will be given a meal period of one half ($\frac{1}{2}$) hour per shift, but such period will not be considered as time worked.
- c) Employees will receive a fifteen (15) minute coffee break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day. A coffee break will not apply to the meal break at eleven (11) hours.
- d) Employees who work beyond twelve (12) hours in a day will be provided with an additional one-half ($\frac{1}{2}$) hour paid meal period and a meal will be provided by the Employer.
- e) Meal breaks will apply in accordance with the Employment Standards Act.

11.09 Show-Up Time

- a) For shifts scheduled for eight (8) hours or less, an employee who reports for work as scheduled, without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of two (2) hours' pay at their prevailing hourly rate. The employee shall also receive his full accommodation allowance if and when applicable.
- b) For shifts scheduled for more than eight (8) hours, an employee who reports for work as scheduled, without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours' pay at his prevailing hourly rate, except when the work is suspended because of inclement weather or other reasons completely beyond the control of

the Employer in which case the minimum shall be two (2) hours' pay. The employee shall also receive his full accommodation allowance if and when applicable.

11.10 Starting Work

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

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

11.12 Provided the employee notifies the Employer, 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.

ARTICLE 12 – VACATIONS AND VACATION PAY

12.01 Employees shall be entitled to an amount equal to six percent (6%) of the gross earnings of the employee in vacation pay.

12.02 Vacation pay shall be paid to employees on each pay cheque.

12.03 Employees shall be entitled to three (3) weeks of unpaid vacation time per year. Vacation requests will be granted, subject to operational requirements, and will not be unreasonably denied.

ARTICLE 13 – HOLIDAYS AND HOLIDAY PAY

13.01 Employees shall be entitled to receive Holiday pay in the amount equal to four percent and four tenths (4.4%) of their gross earnings in lieu of the following 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

Any additional statutory holidays declared by either 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.

13.02 Employees required to work on one of the above holidays shall receive overtime pay for all hours worked, in addition to the holiday pay outlined in Article 13.01 above.

13.03 Holiday pay shall be paid on each pay cheque.

13.04 A statutory holiday may be rescheduled by mutual agreement between the parties.

13.05 If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, the following regularly scheduled workday shall be their statutory holiday unless an

alternate day is mutually agreed upon between the Employer and the Union.

ARTICLE 14 – LAYOFFS

- 14.01 The Employer agrees to notify the CLAC Jobs department of the names of employees laid off within one (1) week after the lay-off occurred, together with each employee's classification and latest available phone number and email address.
- 14.02 Probationary employees shall be laid off first, unless the Employer must retain a probationary employee due to specific skills or abilities.

ARTICLE 15 – TRANSPORTATION, TRAVEL TIME AND ACCOMODATION

- 15.01 It is recognized by the Employer and the Union that the purpose of the travel and accommodation allowances as established in this article, is to provide a reasonable means of compensating employees for additional travel and accommodation expenses incurred while working on jobsites beyond a reasonable distance from their primary residence.
- 15.02 For the purpose of this Agreement, there will be a free travel zone as defined in the Pre-Job Conference Report.
- 15.03 The Employer and the Union shall establish, by mutual agreement, the particulars of all compensation for travel, transportation, accommodation allowances, or any other site-specific matters as may apply to a project or job outside of the base of operation as defined in Article 15.02, in a Pre-Job Conference Report for each job as required in Article 16. If the

parties are unable to agree, the matter shall be settled by binding arbitration.

15.04 Daily Transfers

- a) On all projects, regardless of accessibility or isolation, where an employee is mandated by the Employer to transport the Employer's vehicle, equipment or materials to the job, such employee will be paid their prevailing hourly rate of pay for actual time travelled. Such employees will not receive duplicative travel allowances.
- b) On all projects, regardless of accessibility or isolation, where an employee's classification requires the use of their own vehicle in the performance of their duties, they will be paid at their prevailing hourly rate of pay for actual time travelled, and shall be reimbursed for kilometres travelled as per CRA regulations.
- c) If the employee uses their own vehicle during transfers directly from one Project to another during the course of their scheduled workday, the employee will be paid their prevailing hourly rate of pay for the actual time travelled.
- d) Use of personal or company vehicles in the performance of an employee's duties will be subject to the Employer's Vehicle Policy.

15.05 Marshalling Points

A marshalling point shall be defined as a mandatory meeting place where employees are required to assemble at a certain time and then are transported to the job site.

All time from the marshalling point to the job site will be considered time worked and employees shall be paid at their prevailing hourly rate.

15.06 Living Out Allowance

The LOA amount, as applicable, will be determined at the Pre-Job Conference, as set out in Article 16.

ARTICLE 16 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA

- 16.01 a) If necessary, and as per Articles 2.04 and 15.03, prior to the start of each project, and whenever possible prior to the completion of the bidding process, a Project Specific Conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties. The Employer will notify the Union that a project has been awarded to the Employer following the award.
- b) A copy of the resulting Project Specific Memorandum will be provided to the Employer, the Union, and the job Steward(s).

ARTICLE 17 – HEALTH AND WELFARE PLAN

17.01 The Employer agrees to pay the amount as 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. An outline of the Plan is listed in Schedule “B”.

17.02 Employees are eligible to receive coverage in accordance with Article 17.01 on the first (1st) of the month following three

hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the requisite enrolment forms, which are a condition of coverage.

- 17.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for 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.
- 17.04 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 he 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.
- 17.05 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. These negotiations will take place prior to January first (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 effective the start of a pay period as close as possible but not before 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 18 – RETIREMENT SAVINGS PLANS (PENSION AND RSP)

18.01 Group RSP

- a) The Employer agrees to contribute an amount as set out in Schedule “A” 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.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Schedule “A”. A request for such deductions shall be submitted to the Employer on an Employee 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.

Voluntary contributions will commence on the first day of the pay period following the Employer’s receipt of the request form. Employees may adjust their voluntary contribution amounts to a maximum of twice annually.

18.02 Pension

The Employer agrees to contribute an amount as set out in Schedule “A” for each hour worked to the CLAC Pension Plan (the “Plan”), registered with the Canada Revenue Agency, under Registration #0398594 for each employee who voluntarily contributes to the Plan. This contribution will be remitted to the applicable CLAC Remittance Team.

All pension contributions will be recorded on the Employer’s monthly remittance to the Plan with voluntary contributions recorded separately.

18.03 Retirement Plan Contribution Details

- a) The Employer will remit RSP 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 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 plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP Plan or be responsible for providing such benefits.
- e) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.
- f) 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.
- g) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions in Articles 18.01(a) and 18.02(a) will instead be paid on that employee's pay cheque 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 they were still contributing to a CLAC sponsored retirement plan.

ARTICLE 19 – HEALTH AND SAFETY

- 19.01 It is the intent of the parties to have working conditions that are safe and healthy.
- 19.02 The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- 19.03 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- 19.04 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- 19.05 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.
- 19.06 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home within Canada at no cost to the employee, provided the employee has medical approval to travel in such a manner.
- 19.07 All safety matters shall be handled in accordance with the established WorkSafe BC procedures, or any other applicable legislation, and the Employer's Safety Program.

19.08 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending physician of the same. The Employer reserves the right to require a second medical opinion by a physician selected by the Employer.
- b) The Employer will inform the physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the physician's approval.
- c) The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by an attending physician as per Articles 20.08 (a) and (b).

19.09 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree the Employer will maintain a Drug and Alcohol Policy that complies with current legislation.

19.10 Health and Safety Committee

When necessary, a committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

ARTICLE 20 – UNION MANAGEMENT COMMITTEE

- 20.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled once every three (3) months, or as required, during the life of this Agreement. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement.
- b) The Employer and the Union will each appoint representatives to the committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.
- 20.02 A committee member attending the Union-Management meetings shall be entitled to their prevailing hourly rate of pay.

ARTICLE 21 – PROTECTIVE EQUIPMENT

- 21.01 All employees will wear CSA-approved safety hats supplied by the Employer.
- 21.02 All employees will wear CSA-approved safety boots supplied by the employees.
- 21.03 The Employer will supply employees with safety equipment including but not limited to: gloves, hearing protection, non-prescription safety glasses, shields, goggles, fire retardant coveralls, particulate masks, breathing apparatuses and fall arrest equipment, if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn

equipment. The employees will be held responsible for loss or improper maintenance of Employer supplied items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

21.04 Safety Allowance

Upon completion of twelve (12) months of continuous employment, employees will be eligible for an annual Safety Allowance of three hundred dollars (\$300.00) to be used for gear (boots, PPE, Rain Gear, etc.) Upon presentation of the purchase receipts, the Employer shall reimburse employees on the following pay date.

ARTICLE 22 – LEAVES OF ABSENCE AND BEREAVEMENT PAY

22.01 In addition to leaves governed by the *Employment Standards Act*, The Employer will grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:

- a) Marriage of the employee;
- b) Sickness of the employee or in the employee's immediate family;
- c) Birth or adoption of the employee's child;
- d) Union business, other than the establishment of this Agreement;
- e) Death of a family member not outlined in Article 22.02;
- f) Job related training; or

g) Other personal reasons as approved by the Employer.

22.02 An employee will be granted a three (3) day leave of absence with pay (considered time worked) calculated at eight (8) hours at the employee's regular hourly rate per day, to make arrangements for and to attend the funeral of the employee's spouse, common-law spouse, child, legal dependent, parent, parent-in-law, legal guardian, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, and grandchild. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff. Further unpaid time may be granted by the Employer.

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

22.04 Employees will be entitled to all leaves as set out in Part 6 of the Employment Standards Act, or any other applicable legislation.

ARTICLE 23 – EDUCATION AND TRAINING

23.01 To further the training of Union members, the Employer agrees to remit one-half of one percent (0.5%) of gross earnings to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines as set out in Article 9.

23.02 When training is required by the Employer, such time shall be considered time worked and employees will be entitled to their Wages for the time spent in training.

ARTICLE 24 – GRIEVANCE PROCEDURE

24.01 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.

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

24.03 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.
 - ii) Either party may submit a Policy Grievance directly to Arbitration under Article 25, 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.
- 24.04 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 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 will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- b) If the Employer does consider or process a grievance which has been presented late, the Employer will be estopped or precluded at any stage from taking the position that the grievance is late and 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.

24.06 Step 1

If a grievance is to be filed it will, within the seven (7) calendar days referred to in Article 24.04 above, be reduced to writing and will be presented to the other party's designated representative by the grieving party's designated representative. The party's representative receiving the grievance will notify the other party's representative of their decision in writing no later than seven (7) calendar days following the day upon which the grievance was received.

Step 2

If the grievance is not settled at Step 1, the grieving party's representative will, 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 other party's representative. A meeting will be held between the parties' representatives within seven (7) calendar days of the presentation of the written grievance by one party to the other party's representative. The responding party will notify the grieving party of their decision in writing within seven (7) calendar days of such meeting.

In the event an employee is dismissed, the employee and their designated representative may begin with Step 2 of the Grievance Procedure, bypassing Step 1.

Step 3

If the grievance is not resolved at Step 2, the grieving party's representative will, within seven (7) calendar days of the decision under Step 2, or within seven (7) calendar days of the day this decision should have been made, submit a Step 3 grievance to the Employer. A meeting will be held between the parties' representatives within seven (7) calendar days after the Step 3 grievance has been filed. The responding party will notify the grieving party of their decision in writing within seven (7) calendar days of the day on which the Step 3 grievance is submitted

ARTICLE 25 – ARBITRATION

- 25.01 If the parties fail to settle the grievance at Step 3 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 fourteen (14) days of receiving the decision given at Step 3 of the Grievance Procedure.
- 25.03 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.
- 25.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.

- 25.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 25.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to 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.
- 25.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 24 and 25 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 25.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of time worked and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 25.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 25.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

- 25.11 The parties will equally bear the expense of the Arbitrator.
- 25.12 An Arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this Agreement

ARTICLE 26 – WARNING, SUSPENSION AND DISCHARGE

- 26.01 In all instances of disciplinary interviews of record, the employee to be so disciplined shall have an available steward, or Union Representative where a steward is not available to be present at the meeting, or decline this right in writing. In the event neither a steward nor Representative is able to attend the meeting, the Employer and Employee may select a mutually agreed upon employee to be present.
- 26.02 An employee may be disciplined or discharged for just cause by the Employer. Just cause may include, but is not limited to:
- the refusal by an employee to abide by safety regulations;
 - the failure of an employee to report for work at the appointed time on a consistent and reliable basis;
 - dishonesty, theft, insubordinate or antithetical behaviour;
 - the use of alcohol or illegal drugs while on the Employer's premises or during regular working hours,
 - The failure of an employee to comply with the Employer's Drug & Alcohol Policy;
 - the refusal by the employee to abide by the requirements of the Employer's clients;
 - the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices.

- 26.03 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 appropriate Steward and Union Representative within twenty-four (24) hours of the discipline.
- 26.04 An employee may be suspended or discharged for proper cause by the Employer. Within ten (10) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 28 – DURATION

- 28.01 This Agreement shall be effective on the first (1st) day of January, two thousand twenty-one (2021) and shall remain in effect until the thirty-first (31st) day of December, two thousand twenty-three (2023), and for further periods of one year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.
- 28.02 Should negotiations not be completed prior to the expiration date of this Agreement all provisions in this Agreement will remain in full force and effect.

28.03 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 _____, 2021.

**SIGNED on behalf of
MAINLAND ENERGY WORKS INC.**

**SIGNED on behalf of
CONSTRUCTION AND ALLIED
WORKERS UNION,**

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

Authorized Representative

Authorized BC Representative

SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES
Effective January 1, 2021

Classification	Base Wage	Vac/Stat 10%	H&W	RSP 4%	Pension 2%	ETF 0.5%	Total
Fuser I	\$32.00	\$3.20	\$1.65	\$1.28	\$0.64	\$0.16	\$38.93
Fuser II	\$30.00	\$3.00	\$1.65	\$1.20	\$0.60	\$0.15	\$36.60
Fuser III	\$28.50	\$2.85	\$1.65	\$1.14	\$0.57	\$0.14	\$34.85
Fuser IV	\$26.50	\$2.65	\$1.65	\$1.06	\$0.53	\$0.13	\$32.52
Operator I	\$38.00	\$3.80	\$1.65	\$1.52	\$0.76	\$0.19	\$45.92
Operator II	\$36.53	\$3.65	\$1.65	\$1.46	\$0.73	\$0.18	\$44.20
Operator III	\$33.75	\$3.38	\$1.65	\$1.35	\$0.68	\$0.17	\$40.98
Operator IV	\$31.00	\$3.10	\$1.65	\$1.24	\$0.62	\$0.16	\$37.77
Labourer I	\$24.67	\$2.47	\$1.65	\$0.99	\$0.49	\$0.12	\$30.39
Labourer II	\$22.57	\$2.26	\$1.65	\$0.90	\$0.45	\$0.11	\$27.94
Labourer III	\$20.11	\$2.01	\$1.65	\$0.80	\$0.40	\$0.10	\$25.07
Skilled Labourer I	\$28.50	\$2.85	\$1.65	\$1.14	\$0.57	\$0.14	\$34.85
Skilled Labourer II	\$26.50	\$2.65	\$1.65	\$1.06	\$0.53	\$0.13	\$32.52
Flagger Level 1	\$24.50	\$2.45	\$1.65	\$0.98	\$0.49	\$0.12	\$30.19
Flagger Level 2	\$21.54	\$2.15	\$1.65	\$0.86	\$0.43	\$0.11	\$26.74
Flagger Level 3	\$19.60	\$1.96	\$1.65	\$0.78	\$0.39	\$0.10	\$24.48
OAW Welder I	\$34.00	\$3.40	\$1.65	\$1.36	\$0.68	\$0.17	\$41.26
OAW Welder II	\$32.75	\$3.28	\$1.65	\$1.31	\$0.66	\$0.16	\$39.81
OAW Welder III	\$29.51	\$2.95	\$1.65	\$1.18	\$0.59	\$0.15	\$36.03
Truck Driver I	\$32.00	\$3.20	\$1.65	\$1.28	\$0.64	\$0.16	\$38.93
Truck Driver II	\$30.00	\$3.00	\$1.65	\$1.20	\$0.60	\$0.15	\$36.60
Truck Driver III	\$27.50	\$2.75	\$1.65	\$1.10	\$0.55	\$0.14	\$33.69
Welder "B" Pressure / Senior Fitter	\$37.50	\$3.75	\$1.65	\$1.50	\$0.75	\$0.19	\$45.34
Class "B" Gas Fitter	\$36.50	\$3.65	\$1.65	\$1.46	\$0.73	\$0.18	\$44.17
Foreman I	\$42.00	\$4.20	\$1.65	\$1.68	\$0.84	\$0.21	\$50.58
Foreman II	\$40.00	\$4.00	\$1.65	\$1.60	\$0.80	\$0.20	\$48.25
Foreman III	\$38.00	\$3.80	\$1.65	\$1.52	\$0.76	\$0.19	\$45.92
Welder "B" Pressure w/rig	\$88.00	N/A	\$1.65	\$0.59	\$0.39	\$0.10	\$90.73
Welder JM w/rig	\$86.00	N/A	\$1.65	\$1.50	\$0.75	\$0.19	\$90.09

*H&W rates to be reviewed annually

SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES
Effective January 1, 2022

Classification	Base Wage 1.5%	Vac/Stat 10%	H&W *	RSP 4%	Pension 2%	ETF 0.5%	Total
Fuser I	\$32.48	\$3.20	\$1.65	\$1.28	\$0.64	\$0.16	\$39.41
Fuser II	\$30.45	\$3.00	\$1.65	\$1.20	\$0.60	\$0.15	\$37.05
Fuser III	\$28.93	\$2.85	\$1.65	\$1.14	\$0.57	\$0.14	\$35.28
Fuser IV	\$26.90	\$2.65	\$1.65	\$1.06	\$0.53	\$0.13	\$32.92
Operator I	\$38.57	\$3.80	\$1.65	\$1.52	\$0.76	\$0.19	\$46.49
Operator II	\$37.08	\$3.65	\$1.65	\$1.46	\$0.73	\$0.18	\$44.75
Operator III	\$34.26	\$3.38	\$1.65	\$1.35	\$0.68	\$0.17	\$41.48
Operator IV	\$31.47	\$3.10	\$1.65	\$1.24	\$0.62	\$0.16	\$38.24
Labourer I	\$25.04	\$2.47	\$1.65	\$0.99	\$0.49	\$0.12	\$30.76
Labourer II	\$22.91	\$2.26	\$1.65	\$0.90	\$0.45	\$0.11	\$28.28
Labourer III	\$20.41	\$2.01	\$1.65	\$0.80	\$0.40	\$0.10	\$25.37
Skilled Labourer I	\$28.93	\$2.85	\$1.65	\$1.14	\$0.57	\$0.14	\$35.28
Skilled Labourer II	\$26.90	\$2.65	\$1.65	\$1.06	\$0.53	\$0.13	\$32.92
Flagger Level 1	\$24.87	\$2.45	\$1.65	\$0.98	\$0.49	\$0.12	\$30.56
Flagger Level 2	\$21.86	\$2.15	\$1.65	\$0.86	\$0.43	\$0.11	\$27.06
Flagger Level 3	\$19.89	\$1.96	\$1.65	\$0.78	\$0.39	\$0.10	\$24.78
OAW Welder I	\$34.51	\$3.40	\$1.65	\$1.36	\$0.68	\$0.17	\$41.77
OAW Welder II	\$33.24	\$3.28	\$1.65	\$1.31	\$0.66	\$0.16	\$40.30
OAW Welder III	\$29.95	\$2.95	\$1.65	\$1.18	\$0.59	\$0.15	\$36.47
Truck Driver I	\$32.48	\$3.20	\$1.65	\$1.28	\$0.64	\$0.16	\$39.41
Truck Driver II	\$30.45	\$3.00	\$1.65	\$1.20	\$0.60	\$0.15	\$37.05
Truck Driver III	\$27.91	\$2.75	\$1.65	\$1.10	\$0.55	\$0.14	\$34.10
Welder "B" Pressure / Senior Fitter	\$38.06	\$3.75	\$1.65	\$1.50	\$0.75	\$0.19	\$45.90
Class "B" Gas Fitter	\$37.05	\$3.65	\$1.65	\$1.46	\$0.73	\$0.18	\$44.72
Foreman I	\$42.63	\$4.20	\$1.65	\$1.68	\$0.84	\$0.21	\$51.21
Foreman II	\$40.60	\$4.00	\$1.65	\$1.60	\$0.80	\$0.20	\$48.85
Foreman III	\$38.57	\$3.80	\$1.65	\$1.52	\$0.76	\$0.19	\$46.49
Welder "B" Pressure w/rig	\$89.32	N/A	\$1.65	\$0.59	\$0.39	\$0.10	\$92.05
Welder JM w/rig	\$87.29	N/A	\$1.65	\$1.50	\$0.75	\$0.19	\$91.38

*H&W rates to be reviewed annually

SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES
Effective January 1, 2023

Classification	Base Wage 2%	Vac/Stat 10%	H&W *	RSP 4%	Pension 2%	ETF 0.5%	Total
Fuser I	\$33.13	\$3.20	\$1.65	\$1.28	\$0.64	\$0.16	\$40.06
Fuser II	\$31.06	\$3.00	\$1.65	\$1.20	\$0.60	\$0.15	\$37.66
Fuser III	\$29.51	\$2.85	\$1.65	\$1.14	\$0.57	\$0.14	\$35.86
Fuser IV	\$27.44	\$2.65	\$1.65	\$1.06	\$0.53	\$0.13	\$33.46
Operator I	\$39.34	\$3.80	\$1.65	\$1.52	\$0.76	\$0.19	\$47.26
Operator II	\$37.82	\$3.65	\$1.65	\$1.46	\$0.73	\$0.18	\$45.49
Operator III	\$34.94	\$3.38	\$1.65	\$1.35	\$0.68	\$0.17	\$42.17
Operator IV	\$32.09	\$3.10	\$1.65	\$1.24	\$0.62	\$0.16	\$38.86
Labourer I	\$25.54	\$2.47	\$1.65	\$0.99	\$0.49	\$0.12	\$31.26
Labourer II	\$23.37	\$2.26	\$1.65	\$0.90	\$0.45	\$0.11	\$28.74
Labourer III	\$20.82	\$2.01	\$1.65	\$0.80	\$0.40	\$0.10	\$25.78
Skilled Labourer I	\$29.51	\$2.85	\$1.65	\$1.14	\$0.57	\$0.14	\$35.86
Skilled Labourer II	\$27.44	\$2.65	\$1.65	\$1.06	\$0.53	\$0.13	\$33.46
Flagger Level 1	\$25.36	\$2.45	\$1.65	\$0.98	\$0.49	\$0.12	\$31.05
Flagger Level 2	\$22.30	\$2.15	\$1.65	\$0.86	\$0.43	\$0.11	\$27.50
Flagger Level 3	\$20.29	\$1.96	\$1.65	\$0.78	\$0.39	\$0.10	\$25.17
OAW Welder I	\$35.20	\$3.40	\$1.65	\$1.36	\$0.68	\$0.17	\$42.46
OAW Welder II	\$33.91	\$3.28	\$1.65	\$1.31	\$0.66	\$0.16	\$40.96
OAW Welder III	\$30.55	\$2.95	\$1.65	\$1.18	\$0.59	\$0.15	\$37.07
Truck Driver I	\$33.13	\$3.20	\$1.65	\$1.28	\$0.64	\$0.16	\$40.06
Truck Driver II	\$31.06	\$3.00	\$1.65	\$1.20	\$0.60	\$0.15	\$37.66
Truck Driver III	\$28.47	\$2.75	\$1.65	\$1.10	\$0.55	\$0.14	\$34.66
Welder "B" Pressure / Senior Fitter	\$38.82	\$3.75	\$1.65	\$1.50	\$0.75	\$0.19	\$46.66
Class "B" Gas Fitter	\$37.79	\$3.65	\$1.65	\$1.46	\$0.73	\$0.18	\$45.46
Foreman I	\$43.48	\$4.20	\$1.65	\$1.68	\$0.84	\$0.21	\$52.06
Foreman II	\$41.41	\$4.00	\$1.65	\$1.60	\$0.80	\$0.20	\$49.66
Foreman III	\$39.34	\$3.80	\$1.65	\$1.52	\$0.76	\$0.19	\$47.26
Welder "B" Pressure w/rig	\$91.11	N/A	\$1.65	\$0.59	\$0.39	\$0.10	\$93.84
Welder JM w/rig	\$89.04	N/A	\$1.65	\$1.50	\$0.75	\$0.19	\$93.13

*H&W rates to be reviewed annually

SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES

Wage Rates for Apprenticeships with 4 Levels

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

SCHEDULE "A" – NOTES

Effective January 1, 2022, the Employer agrees to a minimum increase of one and one-half percent (1.5%) to base wages. Effective January 1, 2023, the Employer agrees to a minimum increase of two percent (2%) to base wages.

PREMIUMS

The following premiums, if applicable, will be added to the Base Wage Rate and will affect RSP, Pension, Overtime, Vacation/Stat Pay and Education and Training Fund calculations:

Stewards

Steward Beginning/TB1	\$0.50 per hour
Steward TB2	\$1.00 per hour

Shift Differential

Employees shall be eligible for a shift differential in the amount of three dollars (\$3.00) per hour for when the majority of daily hours fall outside the normal working hours of 7:00 a.m. to 5:00 p.m.

Where shift work is required, the Employer will notify the Union and the parties will negotiate terms of the shift premium.

<u>Lead Hand</u>	\$1.50 per hour
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<u>Designated First Aid – OFA Level 2</u>	\$1.00 per hour
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SCHEDULE “B” INSURANCE PLAN COVERAGE

GOLD PLUS

(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 dollars (\$600.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).

- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,600.00 per month), per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC BENEFITS TEAM 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
MORNEAU SHEPELL (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”.***