

COLLECTIVE AGREEMENT

BETWEEN:

INDUSTRA CONSTRUCTION CORP.

AND

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

DURATION: JANUARY 1, 2025 – FEBRUARY 28, 2028

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COLLECTIVE AGREEMENT

BETWEEN

INDUSTRA CONSTRUCTION CORP.
(hereinafter referred to as "the Employer")

AND

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

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement ("this Agreement"), which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and rehire of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances; and

- e. through the full and fair administration of all the provisions contained within this Agreement to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 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.

1.03 The Parties are dedicated to promoting diversity, equity, and inclusion in the workplace by committing to providing a supportive work environment and a culture that welcomes and encourages equal opportunities for all employees. Therefore:

- a. There shall be no discrimination with respect to any employee or individual in or outside the bargaining unit for any reason prohibited by the applicable human rights legislation, by reason of race, ancestry, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, gender expression, marital status, family status, physical or mental disability, political affiliation and conviction for which a pardon has been granted, or membership/activities with the Union.
- b. The parties agree to implement educational opportunities for all employees to foster cultural competencies and ensure a better understanding of Indigenous Culture and respectful work practices.
- c. Throughout the agreement, gender neutral terms will be used. Whenever the singular is used, the same will be

construed as meaning the plural if the facts or context so require.

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 in British Columbia, except supervisory and office staff.
- 2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties.

The parties may, on a project basis, to be competitive, or to address specific concerns not addressed herein, amend the terms of this Agreement for the duration of the project. Such agreement shall be made in writing and signed by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Provided such actions are consistent with the terms of this Agreement, the Employer's rights include but are not limited to the following:

- a. the right to maintain order, discipline and efficiency; to make, alter and enforce rules, policies and practices to be adhered to by its employees provided such rules, policies and practices are not inconsistent with any of the provisions of this Agreement;
- b. the right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, rehire and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c. the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities, the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, including the workforce, without interference.

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

3.03 Sub-contracting

The Employer may, at its sole discretion, subcontract work normally performed by employees covered by this Agreement provided that no qualified employee is laid off as a result, or no qualified employee is available for recall or available during the recall period in accordance with the length of service, Recalls and Employment Rights provisions (in Article 14). Any such subcontracting shall be considered by the Employer and Union to be specifically excluded from and not within the scope of the bargaining unit description set out in the Union recognition clauses (in Article 2), such that the terms and conditions of this Agreement shall have no application to the employees employed by subcontractor.

ARTICLE 4 - SCOPE

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

- 4.03 Notwithstanding Article 4.01, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 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.

ARTICLE 5 - UNION REPRESENTATION

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

5.01 The Union's Representatives

- a. 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 rights under this Agreement and under the law.
- b. Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union Representatives shall report to the site superintendent or foreperson upon arriving at a worksite and shall abide by all necessary

protocol determined for the site by the Employer, site management and the client.

5.02 **Stewards**

- a. The Union has the right to select or appoint Stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Agreement. Stewards are not permitted to amend any terms of this Agreement.
- b. The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of this Agreement or the investigation or presentation of grievances without first obtaining the permission of their immediate supervisor. Such permission will not be unreasonably withheld.
- c. 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).
- 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.

5.03 Negotiating Committee

Negotiating committee members shall be recognized as having authority to participate in the negotiations for a collective agreement and any renewals thereof. Negotiating committee members shall be granted paid leave from their scheduled work to participate in negotiations.

5.04 Union-Management Committee

- 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. The areas for discussion may include, but need not be limited to, the following:
 - i) safety;
 - ii) matters that affect the working conditions of the employees;
 - iii) training and promotion;
 - iv) hiring policies; and
 - v) discipline and discharge policies.
- b. The Employer and the Union will each appoint representatives to the committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

- c. A committee member attending the Union-Management meetings shall be entitled to their prevailing hourly rate of pay.

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 Union 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 the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

ARTICLE 7 - EMPLOYMENT POLICY

- 7.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of labour requirements giving as much prior notice as possible. The Union will provide a list of qualified Union members available. The Employer at its discretion may hire employees listed or from other sources.
- 7.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired, upon such lay off or hire.
- 7.03 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible, at the Employer's discretion. Employees who are interested in transferring to another position shall advise the Employer of such interest in writing.
- 7.04 New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. During the probationary period, the following shall apply:
- a. Regular Union dues, fees and remittances are to be deducted and remitted, as the case maybe, from the first day of employment.
 - b. Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.

- c. Employees laid off during probation and rehired by the Employer within six (6) months shall not serve a new probationary period but continue with credit for probation already served.
- d. The discharge of probationary employees shall not become the subject of a grievance, unless the Union alleges such discharge is discriminatory, arbitrary or in bad faith and provided that employees have been properly notified of reasonable standards that they are expected to meet.

7.05 Students

- a. The term “student” shall be applied to an employee hired to work in the bargaining unit during a school study break. A student is enrolled in secondary or post-secondary education or intends to begin or return to secondary or post-secondary education. A student who performs work incidental to that of employees in the bargaining unit while on placement with the Employer in conjunction with a secondary school or college co-operative education program is excluded from the bargaining unit.
- b. A student is not eligible for contributions or payments pursuant to the health fund and pension provisions contained herein and specifically found in Articles 16 and 17 of this Agreement.
- c. A student does not accrue or retain recall rights pursuant to the layoff, recall and employment rights provisions contained herein and specifically found in

Articles 7 and 14 of this Agreement. Students may progress through the wage grid on the basis of total accumulated hours worked or length of time employed as the case may be.

- d. When the conditions described in (a) above no longer apply, the Employer may terminate the former student's employment or offer the former student regular employment subject to all of the conditions of the Agreement. Where a student does become a regular employee the probation period and any other waiting periods pursuant to this Agreement shall be waived. Such an employee's employment date pursuant the layoff, recall and employment rights provisions (Articles 7 and 14) shall thereafter be the date on which he becomes a regular employee.

ARTICLE 8 - REMITTANCES TO THE UNION

8.01 The Employer shall remit employee deductions and Employer contributions, as the case may be, for union dues, fees, fund contributions and the like, to the Union, in a format prescribed by the Union. On such remittance the Employer will furnish the following information for each employee:

- a. First name & last name;
- b. work location/job site
- c. rate of pay;
- d. any hourly premiums;

- e. gross earnings;
- f. total regular and overtime hours worked in the period 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;
- g. dues and fees deducted on behalf of the employee as prescribed by the Union; and,
- h. contributions to Union funds on behalf of the employee and deductions from an employee toward Union funds as prescribed by this Agreement;
- i. social insurance number;
- j. email address;
- k. home address;
- l. telephone number;
- m. date of hire, termination, or any change in employment status;
- n. classification, including trade certificate number and apprenticeship level or year, and;
- o. date of birth.

The total amount(s) deducted and contributed will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted and are owed. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

- 8.02 All contributions and deductions pursuant to Article 16 - Benefit Plan, Article 17 – Pension Plan, Article 20 - Education and Training, and Article 21 – Industry Fund shall be remitted together with and in the manner described for Union dues, as set out here in Article 8.
- 8.03 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.
- 8.04 Further to Article 8.04, 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.

ARTICLE 9 - UNION DUES AND UNION MEMBERSHIP

9.01 Dues Deduction

- a. The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the

Union and as continued within the Employer Dues Directive issued by the Union office.

The Employer is authorized to deduct any administration fees owing by employees to the Union when hired.

- b. The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union in accordance with Article 8, above. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

9.02 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.

9.03 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

ARTICLE 10 - WAGES AND RATES OF PAY

10.01 Wage rate schedules applicable to various job classifications are as set forth in Schedule "A" attached

hereto and made part hereof. The wages shall apply to all work performed by the employees.

- 10.02 Wages shall be paid bi-weekly, within six (6) calendar days following the end of the pay period, by cheque or direct deposit and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, amounts of deductions, net earnings and contributions to the Union's Benefit Plan and Pension Plan.
- 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, 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.

10.04 In the event that a new classification is established by the Employer the wage rate applicable for such a newly established classification shall be subject to negotiation between the Employer and the Union. Should the Employer and the Union fail to agree on such wage rate, the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with the arbitration provisions of this Agreement.

10.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may assign employees to another classification at their prevailing hourly rate of their usual specified classification or the new classification, whichever is higher provided the employee is qualified to do that work.

10.06 **Show-Up Time**

- a. 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 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 their full accommodation allowance if and when applicable.

- b. Employees must inform the Employer of a means of being contacted on short notice. If the Employer so attempts to inform the employee of a lack of work due to weather but is unable to do so, the employee will not be entitled to show up time.

10.07 Starting Work

An employee who starts work and is prevented from completing their normal work day shall receive a minimum of four (4) hours' pay at their prevailing hourly rate. The employee shall also receive their full accommodation allowance if and when applicable.

10.08 Call-Back

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

10.09 Shift Work and Shift Premiums

- a. The Employer shall give an employee as much advance notice as possible before the employee is assigned shift work.
- b. The Employer will attempt to distribute non-day shifts as evenly as possible among employees who normally perform the work assigned to such shift schedule. However, the Employer will consider the preference of employees who volunteer to work the non-day shifts.

- c. A shift premium of two dollars and fifty cents (\$2.50) is added to the employee's rate of pay for every hour worked between 6:00 p.m. and 6:00 a.m.

10.10 Shift Change

Where employees are assigned mid-week to work a non-day shift (whether due to emergencies or a shift change) and as a result lose a shift in the regular work week, such employees will be paid four (4) hours for such loss of earnings at their prevailing hourly rate.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 A regular work week shall consist of forty (40) hours, comprised of five (5) regular work days, Monday to Friday inclusive. The regular work day begins at 7:00 a.m. and ends at 5:00 p.m.

The definition of a regular work week and the definition of a regular work day does not create a guarantee or limit to the number of hours of work scheduled or worked per day or the number of days of work scheduled or worked per week and does not create entitlement for overtime.

The parties may jointly agree to amend the regular work day, subject to the requirements of each work site.

- 11.02 There shall be two (2) paid coffee breaks of fifteen (15) minutes on each shift one in the first half of the shift and one in the second half of the shift which will be considered time worked. Employees shall take an unpaid meal period of one-

half (½) hour at the midpoint of their shift, or at such time during their work day which is convenient.

- 11.03 Employees will receive a fifteen (15) minute paid 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 and will be considered time worked. A coffee break will not apply to the meal break at twelve (12) hours.
- 11.04 Employees who are not scheduled, but are required to work beyond twelve (12) hours in a day, will be provided with an additional one-half (1/2) hour paid meal period, that will be considered time worked, and a meal will be provided by the Employer. If the Employer cannot provide a meal, due to time constraints (restaurants or camp facilities closed) or reasonable meals are not available, the Employer will provide each employee with a thirty-dollar (\$30.00) meal allowance.
- 11.05 No employee will work more than five (5) consecutive hours without a one-half (1/2) hour meal period.
- 11.06 Hours of work and overtime as set out in this Agreement may be modified by mutual agreement between the Employer and the Union for selected projects.

Further, the Employer shall give the Union and employees as much notice as possible regarding modification to the regular work schedule including implementation of non-day shifts on a project. The effective date of the modified work schedule shall be communicated to the Union when known by the Employer and the effective date of the modified work schedule shall be no sooner than one week from the day

such notice is given. Such modified work schedule shall include daily and weekly overtime thresholds.

11.07 Overtime

- a. Work performed in excess of eight (8) hours daily shall be paid at the rate of one- and one-half times (1.5x) the employee's regular hourly rate.
- b. Work performed in excess of twelve (12) hours daily shall be paid at the rate of two times (2x) the employee's regular hourly rate.
- c. Work performed in excess of forty (40) hours per week shall be paid at the rate of one- and one-half times (1.5x) the employee's regular hourly rate.
- d. Work shall not normally be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of one and one half (1½) times the regular rate of pay regardless of weekly hours of work.
- e. Grievances brought with respect to overtime shall be filed no later than ten days from the receipt of the paystub accounting for the hours in question, or they will not be considered.

11.08 For the purposes of calculating hours of work and overtime hours in a week in which a holiday falls, the holiday shall be considered to have been worked the regular scheduled work hours for the project.

- 11.09 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 11.10 Daily overtime and daily premium pay is based on shift.
- 11.11 There shall be no pyramiding of daily and weekly overtime. The payment of overtime under this Article shall not be considered a “Premium” as defined elsewhere in this agreement. For greater certainty this means that overtime premiums (e.g. for hours worked beyond the daily limits, for hours worked beyond the weekly limits and for hours worked on weekends and holidays) are not to be duplicated or stacked. In instances where more than one overtime premium is applicable, a single overtime premium will be paid at the highest rate. More than one overtime premium will not be payable for the same hour worked. However, premiums paid for purposes other than overtime (e.g. shift premiums, responsibility premiums, etc.) remain payable and are included in the calculation of the base rate for hours for which an overtime premium is paid.
- 11.12 For work on a particular project, the parties may amend the hours of work and overtime provisions and terms of this Agreement for the duration of the project. Such agreement shall be made in writing and signed by the parties.
- 11.13 Sunday will be deemed the first day of the week.
- 11.14 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 - VACATION TIME & VACATION PAY

12.01 The Employer agrees to pay each employee vacation pay which shall be calculated as percentage of an employee's gross earnings as follows:

- a. Less than five (5) years with the Employer: six percent (6%)
- b. Five (5) years or more with the Employer: eight percent (8%)

12.02 Employees shall be entitled to vacation time per year as follows:

- a. less than five (5) years with the Employer: three (3) weeks
- b. five (5) years or more with the Employer: four (4) weeks

12.03 Vacation periods shall be arranged by mutual agreement between the Employer and the employees. Employees shall submit requests for vacation with as much advance notice as possible, and normally with at least three (3) weeks notice. The Employer will grant such requests unless operational requirements are known to interfere with such vacation request, including requests made with less notice than three (3) weeks. The Employer will reply to vacation requests as soon as possible and within one (1) week. The Employer shall grant vacation requests insofar as is practicable, having regard to the operational requirements. Vacation requests and approvals shall be written, including by text or email.

12.04 Vacation pay shall be paid on each pay cheque.

ARTICLE 13 - HOLIDAYS AND HOLIDAY PAY

13.01 Employees shall be entitled to receive an amount equal to four and eight tenths of one percent (4.8%) of their gross earnings in lieu of the following 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
B.C. Day	Boxing Day

Any additional Statutory Holidays proclaimed by the Provincial Government, or any additional General Holidays proclaimed by the Federal Government shall be added to the list above and covered by the provisions of Article 13.

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 of one and one-half (1½) times their regular rate of pay for the first twelve (12) hours worked, and two (2) times thereafter, in addition to the holiday pay outlined in Article 13.01 above. Such hours shall not be included when determining the total number of regular hours worked in a week.

13.03 Holiday pay shall be paid on each pay cheque.

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

ARTICLE 14 - LENGTH OF SERVICE, LAYOFF AND RECALL

14.01 Service credit is the measure of an employee's duration of employment with the Employer, in all provincial jurisdictions, from the most recent date of hire and, where applicable, within their job classification. Service credit helps determine employment rights, layoffs and recalls, as indicated below. Upon completion of probation, service credit is dated from the most recent date of hire.

The Employer shall maintain a list of its employees within each employment classification identified in Schedule "A" and the amount of service credit each has earned. This list shall be made available to the Union upon request.

14.02 Employment rights shall terminate and an employee shall cease to be employed by the Employer in the bargaining unit when he:

- a. voluntarily resigns his employment with the Employer;
- b. is discharged and is not reinstated through the grievance procedure or arbitration;

- c. fails to report for work as scheduled for more than three (3) consecutive work days without having a justifiable reason for such failure to report;
- d. is laid off for three (3) consecutive months;
- e. fails to report on the first day following the expiration of a leave of absence without just cause;
- f. is absent from work for a period of more than twenty-four (24) months due to a bona fide injury or illness, provided there is no prognosis of recovery;
- g. fails to report to work following a recall within four (4) workdays if unemployed, or six (6) workdays if employed elsewhere.

14.03 When, in the opinion of the Employer, a reduction of the workforce is necessary, the Employer shall terminate the contract for temporary agency employees and sub-contracted workforce employees as soon as contractually permissible. Students and probationary employees shall be laid off prior to employees who have completed probation. Further reduction of the size of the regular workforce is guided by:

- Skill, ability and qualifications of the employees;
- other reasonable and objective standards, including crew continuity and geographic proximity to remaining work;
- service credit of the employees.

Generally the employee with the greatest service credit shall be laid off last, provided the employee, as determined by the

Employer, has the skill, ability, and qualifications to perform the work that is available, and that no other factor favours another worker.

The discretion of the Employer in determining the need for layoffs, the order of layoff and which employees to lay off shall not be unreasonably exercised.

14.04 When laying off an employee, the Employer shall give notice of at least four (4) hours or pay equivalent to and in lieu of such notice.

14.05 The Employer shall notify the Union office and the Stewards on the date of a layoff. Notice will include, for each employee laid off, name, effective date of layoff, expected recall date unless the layoff is indefinite, amount of service credit, employment classification and most recent contact information.

14.06 The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above. That is, generally the employee with the greatest service credit within their classification or scope of trade shall be recalled first, provided the employee is available and is able to perform the work available.

ARTICLE 15 - TRANSPORTATION, TRAVEL AND ROOM AND BOARD

15.01 Transportation, travel and mileage are as follows:

- a. There shall be a free travel zone (the “free zone”) described as eighty (80) kilometers of each employee’s

principal residence, taken to mean the shortest reasonable road route, excluding toll roads.

For projects within the free zone the Employer is not obligated to pay travel time except as follows:

- i. Outside of this area, employees shall be reimbursed for the cost of travel, both to and from the project, at a rate of seventy cents (\$0.70) per kilometre that is outside the area. Mileage is not paid to employees when the Employer provides transportation.
- b. Where the Employer requests employees to transport the Employer's tools, equipment, materials or personnel with their own vehicle and the employee agrees, the Employer shall pay mileage and travel time for all distance and time traveled whether within or outside the free zone.

15.02 Out of Town Allowances

The Employer shall arrange, assign and pay for out of town living accommodations that meet a suitable and reasonable standard. Double occupancy at an economy motel normally meets the standard. In addition, the Employer shall pay each employee a food allowance for each day that the employee is scheduled to work at a project that requires overnight accommodation. The allowance is paid for each day worked by the employee and for each day that work was scheduled but not performed due to circumstances outside the employee's control, but excluding days not worked due to the illness or absence of the employee.

The daily meal allowance shall be seventy-two dollars (\$72.00).

15.03 Project Specific or Pre-Job Memoranda

- a. If necessary, and as per Articles 2.03 and 11.12, 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. Should no agreement be reached, either party may refer the matter to arbitration in accordance with the provisions outlined in Article 25.
- b. A copy of the resulting Project Specific Memorandum will be provided to the Employer, the Union, and the Steward(s).
- c. When hired on a specific job, employees will sign a copy of the Project Specific Memorandum, acknowledging that they have read, understood, and accept its terms and conditions.

ARTICLE 16 - BENEFIT PLAN

- 16.01 The Employer agrees to pay the hourly amount as set out in Schedule "A" towards the agreed upon Benefit Plan administered by the union for all hours worked for each

employee. An outline of the Benefit Plan is listed in Schedule “B”.

16.02 Eligibility

- a. Employees are eligible to receive coverage on the first (1st) of the month following three hundred and fifty (350) hours worked.
- b. Notwithstanding 16.02a), employees who are rehired within one year and have exhausted their coverage will qualify for coverage on the first (1st) of the second (2nd) month following one hundred and seventy-five (175) hours worked after their rehire.
- c. 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.

16.03 Remittances

- a. The Employer will remit the amount as outlined in Article 16.01 in accordance with Article 8.
- b. The hourly amount in Schedule “A” is effective January 1st of each calendar year. Prior to those dates, the union will present the requirements of funding to the Employer, and where they do not exceed five percent (5%) per year cumulatively, the Employer will increase its remittances accordingly. Where the requirements are more than the above, they will be subject to negotiations, which will take place prior to the effective date. If the parties do not conclude an agreement before

January 1st of each calendar year, all terms and conditions will be retroactive to January 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 26 of this Agreement.

- 16.04 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 the Benefit Plan, and that neither the union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 16.05 Whereas coverage under the Benefit Plan ceases for an eligible employee at age seventy-five (75), the Employer will pay to the employee a monthly amount equal to the contributions that would have otherwise been made for the employee towards the Benefit Plan. This payment will start upon attainment of their seventy-fifth (75th) birthday, providing they remain eligible for the contributions. It is further understood these payments will be subject to taxes and other deductions stipulated federally, provincially, or by this Agreement.
- 16.06 The parties may agree to amend the hourly amount in Schedule “A” for specific projects as per Article 11.12 of this Agreement.

ARTICLE 17 - PENSION PLAN

- 17.01 The CLAC Pension Plan (“the Plan”), a defined contribution pension plan, is registered with the Canada Revenue Agency. The Plan applies to all employees covered by this Agreement.
- 17.02 New employees will join the Plan beginning from the first day of employment.
- 17.03 The Employer shall remit to the Union, for each eligible employee, an Employer contribution as indicated in Schedule “A”. Employer contributions will vest in accordance with the rules of the Plan.
- 17.04 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- 17.05 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, additional voluntary employee pension contributions which are above and beyond those contributions outlined above. Employees must request such deductions by submitting a form provided by the Union to the Employer. The Employer will send a copy of the completed form to the Union along with the next remittance which includes such voluntary contributions.
- 17.06 The total amount of pension contributions remitted by the Employer, on an employee’s behalf, cannot exceed the annual maximum money purchase 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, if employees exceed the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee by the Canadian Revenue Agency.

17.07 The Employer shall continue pension contributions during a period of injury insured under provincial workplace safety insurance legislation, to the extent required by such legislation.

17.08 The Employer will remit pension contributions to the Union as outlined in the Remittances to the Union article. Employer, and voluntary contributions, as the case may be, will be recorded separately on the remittance.

17.09 In the event that a remittance has not been received by the Union by the date set out in the Remittances to the Union article, the Employer is responsible to compensate the Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.

17.10 Ineligibility Due to Age

Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions will be paid to that employee as wages on each paycheque and treated as wages. This payment in-lieu of pension contributions will not be less than the amount that employee

would have received if they were still contributing to the Plan.

- 17.11 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- 17.12 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01 It is the intent of the parties to have working conditions that are safe and healthy.
- 18.02 The Employer agrees to make practicable provisions for the safety and health of its employees on the project during the hours of their employment. The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
- 18.03 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.

18.04 The Employer, Union and the employees shall comply with the provisions of the *Occupational Health and Safety Regulations* or the *BC Mines Act* and *Mine Health, Safety and Reclamation Code procedures*, or other applicable legislation, and the Employer's Safety Program where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the employees.

Employees are required to report to their Employer any unsafe work conditions, any violation of safe work policies or procedures established by the Employer, and any violation of relevant safe work legislation.

18.05 Employees who are injured in the course of performing their duties and are unable to continue work shall be paid for their regular hours for the day of the injury.

18.06 Employees have the right to refuse to work in inclement weather where such inclemency makes the work too dangerous to begin or continue working, subject to the *Occupational Health and Safety Regulations*, and the construction regulations pertaining thereto.

18.07 The Employer will notify the Union immediately following a serious accident or an incident which could have resulted in a serious accident.

18.08 **Modified Work Programs**

- a. If an employee is injured and requires medical attention, the employee is entitled to modified work and will inform the attending physician of the same.

- b. The Employer will inform the physician of the types of modified duty 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 reserves the right to request a second medical opinion paid for by the Employer.
- d. All matters shall be handled in accordance with the Employers Health and Safety Policy and *WorkSafe BC* guidelines.

18.09 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 that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation. In general, the parties agree to use the current version of the *COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule)*, as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

18.10 **Health and Safety Committee**

- a. 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.

- b. The Health and Safety Committee will make inspections of the job site at its discretion.
- c. The Employer and the Union will each appoint representatives to the Committee.

ARTICLE 19 - PPE, TOOLS AND APPAREL

19.01 Employees are required to bring their own hard hat, safety glasses, and safety boots. The Employer will furnish employees with all additional personal protective equipment (PPE) required by Employer policy and by legislation including, but not limited to, the *Occupational Health & Safety Regulations* and applicable regulations. Such PPE will include, as needed, high visibility vests, safety gloves, fall protection gear suitable for each employee, hearing protection, respirators and filters suitable to the work being done, fire retardant coveralls and any other PPE. All such equipment shall remain the property of the Employer. Worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for lost or worn-out PPE due to abuse.

19.02 Boot Allowance

The Employer will pay an allowance of thirty-five dollars (\$35.00) per month on the first pay of each month, to each employee who has completed probation. The allowance is intended as reimbursement for the purchase of work boots, as required, for all seasons.

19.03 Prescription Safety Eyewear

The Employer agrees to reimburse any employee fifty percent (50%) of the cost of prescription safety eyewear up to three hundred dollars (\$300.00) according to the following criteria. The employee must have worked six hundred (600) hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional four thousand (4,000) hours from the last time reimbursed.

ARTICLE 20 - EDUCATION AND TRAINING FUND

- 20.01 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, and it shall remit such contributions to the Union together with union dues, and in the manner described in the Remittances to the Union article and in the Union's remittance directives.
- 20.02 The Education and Training Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.
- 20.03 Having regard to the demands of the Employer's work and operations, the Employer will cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 21 - INDUSTRY FUND

- 21.01 The Employer shall contribute to the Union's Industry Fund fifteen cents (\$0.15) for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the Union together with union dues, and in the manner described in the Remittances to the Union article and in the Union's remittance directives.
- 21.02 The Industry Fund is used to promote CLAC's model of open shop unionized construction representation. This is achieved by industry development among stakeholders such as owners and purchasers of construction services, by advocating at municipal and provincial government, by representing open shop union principles at industry conferences and events, and by advising the Union's leaders, including staff and Stewards, of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.
- 21.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contractor signatory to CLAC or its affiliated local unions.

ARTICLE 22 - LEAVES OF ABSENCE, BEREAVEMENT

- 22.01 In addition to leaves of absence governed by the ESA, the Employer shall grant leaves of absence for the following reasons:
- a. marriage of the employee;

- b. sickness of the employee or employee's immediate family;
- c. death in the family;
- d. participation in union sponsored training or other educational events;
- e. birth or adoption of the employee's child.

Employees shall give advance notice of planned absences, indicating dates of absence and return.

- 22.02 In the event an employee is absent from work for more than one (1) week due to illness or injury the Employer may request, at its own expense, that the employee provide written verification by a practicing physician, that the employee is fit to return to their full duties. Such verification shall assess the extent to which the employee is able to perform the functions, duties and work of the job classification to which such employee is normally assigned.
- 22.03 An employee shall be granted up to one (1) month leave of absence to make arrangements for and to attend the funeral of the employee's spouse. The first ten (10) days of such leave is paid by the Employer.
- 22.04 An employee shall be granted one (1) week leave of absence to make arrangements for and to attend the funeral (memorial service, interment or inurnment) of immediate family members. Three (3) days of such leave, is paid by the Employer. Such leave is to be taken from the date of the death and until the day after the funeral (or memorial

service, interment or inurnment). Immediate family members shall include:

- a. The employee's parent, step-parent, foster parent or parent of their spouse;
- b. Children, step-children, foster children or grandchildren or step grandchildren of the employee and the employee's spouse;
- c. The spouse of the employee's children, step-children and foster children;
- d. The employee's brothers or sisters;
- e. The employee's Community Indigenous Elder.

22.05 Employees shall be granted one (1) paid day leave of absence to attend the funeral (memorial service, interment or inurnment) of extended family members. Such leave is to be taken from the date of the death and until the day after the funeral (or memorial service, interment or inurnment). Extended family members shall include: sisters-in-law, brothers-in-law, aunts, uncles, nieces, nephews, grandparents, step-grandparents of the employee or the employee's spouse.

22.06 Further to the above, paid time for bereavement leaves is limited to:

- a. days for which the employee can provide acceptable verification of the death of a family member including the date of the funeral, if requested by the employer;

- b. the amount of time and wages that the employee lost as a result of such paid leave; and
- c. the employee's regular straight time rate of pay.

22.07 Unpaid time in addition to the above may be granted, upon request, as unpaid personal leave time. Such requests for additional leave shall not be unreasonably denied.

22.08 **Jury Duty and Selection**

The Employer shall pay the regular daily wages of an employee for up to one (1) day while attending jury selection and while serving as a juror, less any daily stipend or reimbursement from the court, the employee:

- a. notifies the Employer immediately that he is required to attend court for jury selection; and,
- b. presents proof of service requiring the employee's attendance.

22.09 Indigenous employees will be granted reasonable leaves of absence without pay to engage in traditional Indigenous practices.

22.10 **Illness and Injury Leave**

Upon the completion of ninety (90) consecutive days of employment, employees are entitled to five (5) paid days of personal illness or injury leave per calendar year calculated at the greater of eight (8) hours or the regular straight time

daily hours, at their regular hourly rate multiplied by the period of the leave. The amount paid for the leave will include vacation and statutory holiday pay, and retirement and benefit contributions, and will not be included in the calculation of overtime.

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

ARTICLE 23 - DISCIPLINE AND DISCHARGE

- 23.01 The Employer may warn, suspend, demote or discharge employees for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be provided to the employee(s) involved and forwarded to the office of the Union at the time they are issued.
- 23.02 Any disciplinary notice shall be issued only after or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending.
- 23.03 A Steward will be present for all disciplinary meetings of record or instances of on-site drug and alcohol testing. When a Steward is not available, the affected employee may choose another employee to be present or decline this right in writing.
- 23.04 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and the incident giving rise to the meeting is so

serious that immediate action is warranted, employees may be called in at a time when they are not scheduled to work. Such time to attend a discipline meeting is paid time per this Agreement.

23.05 Whenever an employee signs any document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.

23.06 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. Depending on the nature and severity of the infraction, and taking into account mitigating and aggravating factors, progressive

a. **Step One: Verbal Warning**

A 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.

- 23.07 Any letters of warning older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period. Any record of suspension will be removed after twenty-four (24) months, provided there is no repeat offence of the incident giving cause to the suspension during such twenty-four (24) month period.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 5 as the agents through which employees shall process their grievances and receive settlement thereof.

- 24.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union representative on behalf of a group of employees who have the same complaint. Such

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

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A "Policy Grievance" shall be signed by a Steward or a Union representative or, in the case of an Employer's policy grievance, by the Employer or its representative.

24.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "business days" and exclude Saturdays, Sundays and public holidays as listed herein.

24.04 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. If the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

24.05 When possible, the Unions will not file a grievance until after the effected employee brings the complaint to the attention of his immediate supervisor. If the supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

A grievance is to be filed within the five (5) days referred to in Article 24.04 above, in writing and shall be filed with the Employer by a Steward or a Union representative. The Employer shall notify the Union of its decision in writing within five (5) workdays following the day upon which the grievance was filed.

A grievance shall identify:

- the facts giving rise to the grievance,
- the section or sections of this Agreement claimed violated, and
- the relief requested.

The grievance will be signed by the employee or a Union representative.

Step 2

If the Union is dissatisfied with the outcome at Step 1, a Union representative shall within five (5) days of the decision under Step 1, or within five (5) days of the day this decision should have been made, notify the Employer that a grievance meeting is required between the Steward or Union representative together with the grievor and the Employer. This meeting will be held within five (5) days of the Step 2 meeting notice to the Employer. The Employer shall notify the Steward or Union representative of its decision in writing within five (5) days of such meeting.

24.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 2. The Employer or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) days of the delivery of such written decision or within fifteen (15) days of when such written decision ought to have been delivered.

The Union will not institute a grievance directly affecting an employee which such employee could themselves institute, by passing the provisions of Steps 1 and 2 above.

ARTICLE 25 - ARBITRATION

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

25.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after receiving the final decision given in the grievance procedure. If no decision is given, notice must be

given within fourteen (14) calendar days of when that decision was due.

- 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 Arbitrator, within seven (7) calendar 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 Arbitrator within seven calendar (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint an Arbitrator.
- 25.05 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 25.06 Notices of desire to arbitrate and of nominations of an Arbitrator shall be served in writing including by email or delivered in person.
- 25.07 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 in accordance with Article 25.03, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and their decision shall be final and binding upon both parties.
- 25.08 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.

- 25.09 The parties will equally bear the expense of the Arbitrator.
- 25.10 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement nor adjudicate any matter not specifically assigned to it by the notice to arbitrate outlined in the grievance procedure.
- 25.11 Employees found to be wrongfully discharged or suspended will be reinstated with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 25.12 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the arbitration board may substitute a penalty which, in its opinion, is just and equitable. This clause shall not apply to the discharge of a probationary employee.

ARTICLE 26 - DURATION

- 26.01 This Agreement shall be and shall remain in effect from January 1, 2025, to February 28, 2028, and, if agreed to by the parties, for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within sixty

(60) days prior to the expiry date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given.

26.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items shall be retroactive from the date of signing to the expiration date of the expired Agreement.

26.03 Until a new Agreement has been concluded all provisions in this Agreement shall remain in full force and effect.

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

DATED at _____, BC, this _____ day of _____, 2024.

SIGNED on behalf of
**INDUSTRA CONSTRUCTION
CORP.**

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

Authorized Representative

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

Authorized Representative

Authorized Representative

Authorized Representative

SCHEDULE “A”
CLASSIFICATIONS AND HOURLY RATES
Effective January 1, 2025

Classification	Base Rate	Vac/Stat*	RSP	Pension	Benefits**	Training*	Ind. Fund	Total
		10.8%	6%	4%	\$2.21	0.5%	\$0.15	
Senior Carpenter	\$ 45.50	\$ 4.91	\$ 2.73	\$ 1.82	\$2.21	\$ 0.25	\$0.15	\$ 57.58
Carpenter 4 (Journeyman)	\$ 43.00	\$ 4.64	\$ 2.58	\$ 1.72	\$2.21	\$ 0.24	\$0.15	\$ 54.54
Carpenter 3	\$ 40.00	\$ 4.32	\$ 2.40	\$ 1.60	\$2.21	\$ 0.22	\$0.15	\$ 50.90
Carpenter 2	\$ 38.00	\$ 4.10	\$ 2.28	\$ 1.52	\$2.21	\$ 0.21	\$0.15	\$ 48.47
Carpenter 1	\$ 36.00	\$ 3.89	\$ 2.16	\$ 1.44	\$2.21	\$ 0.20	\$0.15	\$ 46.05
Carpenter Helper	\$ 34.00	\$ 3.67	\$ 2.04	\$ 1.36	\$2.21	\$ 0.19	\$0.15	\$ 43.62
Senior Pipefitter/Plumber	\$ 47.50	\$ 5.13	\$ 2.85	\$ 1.90	\$2.21	\$ 0.26	\$0.15	\$ 60.00
Pipefitter/Plumber 3 (Journeyman)	\$ 45.00	\$ 4.86	\$ 2.70	\$ 1.80	\$2.21	\$ 0.25	\$0.15	\$ 56.97
Pipefitter/Plumber 2	\$ 42.00	\$ 4.54	\$ 2.52	\$ 1.68	\$2.21	\$ 0.23	\$0.15	\$ 53.33
Pipefitter/Plumber 1	\$ 40.00	\$ 4.32	\$ 2.40	\$ 1.60	\$2.21	\$ 0.22	\$0.15	\$ 50.90
Crane Operator >= 100t	\$ 53.00	\$ 5.72	\$ 3.18	\$ 2.12	\$2.21	\$ 0.29	\$0.15	\$ 66.68
Crane Operator < 100t	\$ 48.00	\$ 5.18	\$ 2.88	\$ 1.92	\$2.21	\$ 0.27	\$0.15	\$ 60.61
Senior Operator	\$ 46.00	\$ 4.97	\$ 2.76	\$ 1.84	\$2.21	\$ 0.25	\$0.15	\$ 58.18
Operator 3	\$ 45.00	\$ 4.86	\$ 2.70	\$ 1.80	\$2.21	\$ 0.25	\$0.15	\$ 56.97
Operator 2	\$ 43.00	\$ 4.64	\$ 2.58	\$ 1.72	\$2.21	\$ 0.24	\$0.15	\$ 54.54
Operator 1	\$ 40.00	\$ 4.32	\$ 2.40	\$ 1.60	\$2.21	\$ 0.22	\$0.15	\$ 50.90
Skilled Labourer	\$ 40.00	\$ 4.32	\$ 2.40	\$ 1.60	\$2.21	\$ 0.22	\$0.15	\$ 50.90
Labourer 6	\$ 38.00	\$ 4.10	\$ 2.28	\$ 1.52	\$2.21	\$ 0.21	\$0.15	\$ 48.47
Labourer 5	\$ 36.00	\$ 3.89	\$ 2.16	\$ 1.44	\$2.21	\$ 0.20	\$0.15	\$ 46.05
Labourer 4	\$ 34.00	\$ 3.67	\$ 2.04	\$ 1.36	\$2.21	\$ 0.19	\$0.15	\$ 43.62
Labourer 3	\$ 32.00	\$ 3.46	\$ 1.92	\$ 1.28	\$2.21	\$ 0.18	\$0.15	\$ 41.19
Labourer 2	\$ 30.00	\$ 3.24	\$ 1.80	\$ 1.20	\$2.21	\$ 0.17	\$0.15	\$ 38.77
Labourer 1	\$ 27.00	\$ 2.92	\$ 1.62	\$ 1.08	\$2.21	\$ 0.15	\$0.15	\$ 35.13
Pipelay 3	\$ 42.00	\$ 4.54	\$ 2.52	\$ 1.68	\$2.21	\$ 0.23	\$0.15	\$ 53.33
Pipelay 2	\$ 40.00	\$ 4.32	\$ 2.40	\$ 1.60	\$2.21	\$ 0.22	\$0.15	\$ 50.90
Pipelay 1	\$ 38.00	\$ 4.10	\$ 2.28	\$ 1.52	\$2.21	\$ 0.21	\$0.15	\$ 48.47
Millwright	\$ 45.00	\$ 4.86	\$ 2.70	\$ 1.80	\$2.21	\$ 0.25	\$0.15	\$ 56.97
Ironworker - Structural	\$ 45.00	\$ 4.86	\$ 2.70	\$ 1.80	\$2.21	\$ 0.25	\$0.15	\$ 56.97
Ironworker - Rebar	\$ 43.00	\$ 4.64	\$ 2.58	\$ 1.72	\$2.21	\$ 0.24	\$0.15	\$ 54.54
Welder - CWB	\$ 43.00	\$ 4.64	\$ 2.58	\$ 1.72	\$2.21	\$ 0.24	\$0.15	\$ 54.54
Uncertified Trades	\$ 42.00	\$ 4.54	\$ 2.52	\$ 1.68	\$2.21	\$ 0.23	\$0.15	\$ 53.33
CSO - on site	\$ 42.00	\$ 4.54	\$ 2.52	\$ 1.68	\$2.21	\$ 0.23	\$0.15	\$ 53.33
Yard Coordinator	\$ 35.00	\$ 3.78	\$ 2.10	\$ 1.40	\$2.21	\$ 0.19	\$0.15	\$ 44.83

*% is applied to gross wages

**Benefit amount as per Article 16.03b

CLASSIFICATIONS AND HOURLY RATES

Effective March 1, 2025

Classification	Base Rate	Vac/Stat*	RSP	Pension	Benefits**	Training*	Ind. Fund	Total
	3.5%	10.8%	6%	4%	\$2.21	0.5%	\$0.15	
Senior Carpenter	\$ 47.09	\$ 5.09	\$ 2.83	\$ 1.88	\$2.21	\$ 0.26	\$0.15	\$ 59.51
Carpenter 4 (Journeyman)	\$ 44.51	\$ 4.81	\$ 2.67	\$ 1.78	\$2.21	\$ 0.25	\$0.15	\$ 56.37
Carpenter 3	\$ 41.40	\$ 4.47	\$ 2.48	\$ 1.66	\$2.21	\$ 0.23	\$0.15	\$ 52.60
Carpenter 2	\$ 39.33	\$ 4.25	\$ 2.36	\$ 1.57	\$2.21	\$ 0.22	\$0.15	\$ 50.09
Carpenter 1	\$ 37.26	\$ 4.02	\$ 2.24	\$ 1.49	\$2.21	\$ 0.21	\$0.15	\$ 47.58
Carpenter Helper	\$ 35.19	\$ 3.80	\$ 2.11	\$ 1.41	\$2.21	\$ 0.19	\$0.15	\$ 45.06
Senior Pipefitter/Plumber	\$ 49.16	\$ 5.31	\$ 2.95	\$ 1.97	\$2.21	\$ 0.27	\$0.15	\$ 62.02
Pipefitter/Plumber 3 (Journeyman)	\$ 46.58	\$ 5.03	\$ 2.79	\$ 1.86	\$2.21	\$ 0.26	\$0.15	\$ 58.89
Pipefitter/Plumber 2	\$ 43.47	\$ 4.69	\$ 2.61	\$ 1.74	\$2.21	\$ 0.24	\$0.15	\$ 55.11
Pipefitter/Plumber 1	\$ 41.40	\$ 4.47	\$ 2.48	\$ 1.66	\$2.21	\$ 0.23	\$0.15	\$ 52.60
Crane Operator >= 100t	\$ 54.86	\$ 5.92	\$ 3.29	\$ 2.19	\$2.21	\$ 0.30	\$0.15	\$ 68.93
Crane Operator < 100t	\$ 49.68	\$ 5.37	\$ 2.98	\$ 1.99	\$2.21	\$ 0.28	\$0.15	\$ 62.65
Senior Operator	\$ 47.61	\$ 5.14	\$ 2.86	\$ 1.90	\$2.21	\$ 0.26	\$0.15	\$ 60.14
Operator 3	\$ 46.58	\$ 5.03	\$ 2.79	\$ 1.86	\$2.21	\$ 0.26	\$0.15	\$ 58.89
Operator 2	\$ 44.51	\$ 4.81	\$ 2.67	\$ 1.78	\$2.21	\$ 0.25	\$0.15	\$ 56.37
Operator 1	\$ 41.40	\$ 4.47	\$ 2.48	\$ 1.66	\$2.21	\$ 0.23	\$0.15	\$ 52.60
Skilled Labourer	\$ 41.40	\$ 4.47	\$ 2.48	\$ 1.66	\$2.21	\$ 0.23	\$0.15	\$ 52.60
Labourer 6	\$ 39.33	\$ 4.25	\$ 2.36	\$ 1.57	\$2.21	\$ 0.22	\$0.15	\$ 50.09
Labourer 5	\$ 37.26	\$ 4.02	\$ 2.24	\$ 1.49	\$2.21	\$ 0.21	\$0.15	\$ 47.58
Labourer 4	\$ 35.19	\$ 3.80	\$ 2.11	\$ 1.41	\$2.21	\$ 0.19	\$0.15	\$ 45.06
Labourer 3	\$ 33.12	\$ 3.58	\$ 1.99	\$ 1.32	\$2.21	\$ 0.18	\$0.15	\$ 42.55
Labourer 2	\$ 31.05	\$ 3.35	\$ 1.86	\$ 1.24	\$2.21	\$ 0.17	\$0.15	\$ 40.04
Labourer 1	\$ 27.95	\$ 3.02	\$ 1.68	\$ 1.12	\$2.21	\$ 0.15	\$0.15	\$ 36.28
Pipelay 3	\$ 43.47	\$ 4.69	\$ 2.61	\$ 1.74	\$2.21	\$ 0.24	\$0.15	\$ 55.11
Pipelay 2	\$ 41.40	\$ 4.47	\$ 2.48	\$ 1.66	\$2.21	\$ 0.23	\$0.15	\$ 52.60
Pipelay 1	\$ 39.33	\$ 4.25	\$ 2.36	\$ 1.57	\$2.21	\$ 0.22	\$0.15	\$ 50.09
Millwright	\$ 46.58	\$ 5.03	\$ 2.79	\$ 1.86	\$2.21	\$ 0.26	\$0.15	\$ 58.89
Ironworker - Structural	\$ 46.58	\$ 5.03	\$ 2.79	\$ 1.86	\$2.21	\$ 0.26	\$0.15	\$ 58.89
Ironworker - Rebar	\$ 44.51	\$ 4.81	\$ 2.67	\$ 1.78	\$2.21	\$ 0.25	\$0.15	\$ 56.37
Welder - CWB	\$ 44.51	\$ 4.81	\$ 2.67	\$ 1.78	\$2.21	\$ 0.25	\$0.15	\$ 56.37
Uncertified Trades	\$ 43.47	\$ 4.69	\$ 2.61	\$ 1.74	\$2.21	\$ 0.24	\$0.15	\$ 55.11
CSO - on site	\$ 43.47	\$ 4.69	\$ 2.61	\$ 1.74	\$2.21	\$ 0.24	\$0.15	\$ 55.11
Yard Coordinator	\$ 36.23	\$ 3.91	\$ 2.17	\$ 1.45	\$2.21	\$ 0.20	\$0.15	\$ 46.33

*% is applied to gross wages

**Benefit amount as per Article 16.03b

CLASSIFICATIONS AND HOURLY RATES
Effective March 1, 2026

Classification	Base Rate	Vac/Stat*	RSP	Pension	Benefits**	Training*	Ind. Fund	Total
	3.5%	10.8%	6%	4%	\$2.21	0.5%	\$0.15	
Senior Carpenter	\$ 48.74	\$ 5.26	\$ 2.92	\$ 1.95	\$2.21	\$ 0.27	\$0.15	\$ 61.51
Carpenter 4 (Journey person)	\$ 46.07	\$ 4.98	\$ 2.76	\$ 1.84	\$2.21	\$ 0.26	\$0.15	\$ 58.27
Carpenter 3	\$ 42.85	\$ 4.63	\$ 2.57	\$ 1.71	\$2.21	\$ 0.24	\$0.15	\$ 54.36
Carpenter 2	\$ 40.71	\$ 4.40	\$ 2.44	\$ 1.63	\$2.21	\$ 0.23	\$0.15	\$ 51.76
Carpenter 1	\$ 38.56	\$ 4.16	\$ 2.31	\$ 1.54	\$2.21	\$ 0.21	\$0.15	\$ 49.15
Carpenter Helper	\$ 36.42	\$ 3.93	\$ 2.19	\$ 1.46	\$2.21	\$ 0.20	\$0.15	\$ 46.56
Senior Pipefitter/Plumber	\$ 50.88	\$ 5.50	\$ 3.05	\$ 2.04	\$2.21	\$ 0.28	\$0.15	\$ 64.10
Pipefitter/Plumber 3 (Journey person)	\$ 48.21	\$ 5.21	\$ 2.89	\$ 1.93	\$2.21	\$ 0.27	\$0.15	\$ 60.86
Pipefitter/Plumber 2	\$ 44.99	\$ 4.86	\$ 2.70	\$ 1.80	\$2.21	\$ 0.25	\$0.15	\$ 56.96
Pipefitter/Plumber 1	\$ 42.85	\$ 4.63	\$ 2.57	\$ 1.71	\$2.21	\$ 0.24	\$0.15	\$ 54.36
Crane Operator >= 100t	\$ 56.78	\$ 6.13	\$ 3.41	\$ 2.27	\$2.21	\$ 0.31	\$0.15	\$ 71.26
Crane Operator < 100t	\$ 51.42	\$ 5.55	\$ 3.09	\$ 2.06	\$2.21	\$ 0.28	\$0.15	\$ 64.76
Senior Operator	\$ 49.28	\$ 5.32	\$ 2.96	\$ 1.97	\$2.21	\$ 0.27	\$0.15	\$ 62.16
Operator 3	\$ 48.21	\$ 5.21	\$ 2.89	\$ 1.93	\$2.21	\$ 0.27	\$0.15	\$ 60.86
Operator 2	\$ 46.07	\$ 4.98	\$ 2.76	\$ 1.84	\$2.21	\$ 0.26	\$0.15	\$ 58.27
Operator 1	\$ 42.85	\$ 4.63	\$ 2.57	\$ 1.71	\$2.21	\$ 0.24	\$0.15	\$ 54.36
Skilled Labourer	\$ 42.85	\$ 4.63	\$ 2.57	\$ 1.71	\$2.21	\$ 0.24	\$0.15	\$ 54.36
Labourer 6	\$ 40.71	\$ 4.40	\$ 2.44	\$ 1.63	\$2.21	\$ 0.23	\$0.15	\$ 51.76
Labourer 5	\$ 38.56	\$ 4.16	\$ 2.31	\$ 1.54	\$2.21	\$ 0.21	\$0.15	\$ 49.15
Labourer 4	\$ 36.42	\$ 3.93	\$ 2.19	\$ 1.46	\$2.21	\$ 0.20	\$0.15	\$ 46.56
Labourer 3	\$ 34.28	\$ 3.70	\$ 2.06	\$ 1.37	\$2.21	\$ 0.19	\$0.15	\$ 43.96
Labourer 2	\$ 32.14	\$ 3.47	\$ 1.93	\$ 1.29	\$2.21	\$ 0.18	\$0.15	\$ 41.36
Labourer 1	\$ 28.93	\$ 3.12	\$ 1.74	\$ 1.16	\$2.21	\$ 0.16	\$0.15	\$ 37.47
Pipelayer 3	\$ 44.99	\$ 4.86	\$ 2.70	\$ 1.80	\$2.21	\$ 0.25	\$0.15	\$ 56.96
Pipelayer 2	\$ 42.85	\$ 4.63	\$ 2.57	\$ 1.71	\$2.21	\$ 0.24	\$0.15	\$ 54.36
Pipelayer 1	\$ 40.71	\$ 4.40	\$ 2.44	\$ 1.63	\$2.21	\$ 0.23	\$0.15	\$ 51.76
Millwright	\$ 48.21	\$ 5.21	\$ 2.89	\$ 1.93	\$2.21	\$ 0.27	\$0.15	\$ 60.86
Ironworker - Structural	\$ 48.21	\$ 5.21	\$ 2.89	\$ 1.93	\$2.21	\$ 0.27	\$0.15	\$ 60.86
Ironworker - Rebar	\$ 46.07	\$ 4.98	\$ 2.76	\$ 1.84	\$2.21	\$ 0.26	\$0.15	\$ 58.27
Welder - CWB	\$ 46.07	\$ 4.98	\$ 2.76	\$ 1.84	\$2.21	\$ 0.26	\$0.15	\$ 58.27
Uncertified Trades	\$ 44.99	\$ 4.86	\$ 2.70	\$ 1.80	\$2.21	\$ 0.25	\$0.15	\$ 56.96
CSO - on site	\$ 44.99	\$ 4.86	\$ 2.70	\$ 1.80	\$2.21	\$ 0.25	\$0.15	\$ 56.96
Yard Coordinator	\$ 37.50	\$ 4.05	\$ 2.25	\$ 1.50	\$2.21	\$ 0.21	\$0.15	\$ 47.87

*% is applied to gross wages

**Benefit amount as per Article 16.03b

CLASSIFICATIONS AND HOURLY RATES

Effective March 1, 2027

Classification	Base Rate	Vac/Stat*	RSP	Pension	Benefits**	Training*	Ind. Fund	Total
	3.5%	10.8%	6%	4%	\$2.21	0.5%	\$0.15	
Senior Carpenter	\$ 50.45	\$ 5.45	\$ 3.03	\$ 2.02	\$2.21	\$ 0.28	\$0.15	\$ 63.58
Carpenter 4 (Journeyperson)	\$ 47.68	\$ 5.15	\$ 2.86	\$ 1.91	\$2.21	\$ 0.26	\$0.15	\$ 60.22
Carpenter 3	\$ 44.35	\$ 4.79	\$ 2.66	\$ 1.77	\$2.21	\$ 0.25	\$0.15	\$ 56.18
Carpenter 2	\$ 42.13	\$ 4.55	\$ 2.53	\$ 1.69	\$2.21	\$ 0.23	\$0.15	\$ 53.49
Carpenter 1	\$ 39.91	\$ 4.31	\$ 2.39	\$ 1.60	\$2.21	\$ 0.22	\$0.15	\$ 50.79
Carpenter Helper	\$ 37.69	\$ 4.07	\$ 2.26	\$ 1.51	\$2.21	\$ 0.21	\$0.15	\$ 48.10
Senior Pipefitter/Plumber	\$ 52.66	\$ 5.69	\$ 3.16	\$ 2.11	\$2.21	\$ 0.29	\$0.15	\$ 66.27
Pipefitter/Plumber 3 (Journeyperson)	\$ 49.90	\$ 5.39	\$ 2.99	\$ 2.00	\$2.21	\$ 0.28	\$0.15	\$ 62.92
Pipefitter/Plumber 2	\$ 46.56	\$ 5.03	\$ 2.79	\$ 1.86	\$2.21	\$ 0.26	\$0.15	\$ 58.86
Pipefitter/Plumber 1	\$ 44.35	\$ 4.79	\$ 2.66	\$ 1.77	\$2.21	\$ 0.25	\$0.15	\$ 56.18
Crane Operator >= 100t	\$ 58.77	\$ 6.35	\$ 3.53	\$ 2.35	\$2.21	\$ 0.33	\$0.15	\$ 73.68
Crane Operator < 100t	\$ 53.22	\$ 5.75	\$ 3.19	\$ 2.13	\$2.21	\$ 0.29	\$0.15	\$ 66.94
Senior Operator	\$ 51.00	\$ 5.51	\$ 3.06	\$ 2.04	\$2.21	\$ 0.28	\$0.15	\$ 64.25
Operator 3	\$ 49.90	\$ 5.39	\$ 2.99	\$ 2.00	\$2.21	\$ 0.28	\$0.15	\$ 62.92
Operator 2	\$ 47.68	\$ 5.15	\$ 2.86	\$ 1.91	\$2.21	\$ 0.26	\$0.15	\$ 60.22
Operator 1	\$ 44.35	\$ 4.79	\$ 2.66	\$ 1.77	\$2.21	\$ 0.25	\$0.15	\$ 56.18
Skilled Labourer	\$ 44.35	\$ 4.79	\$ 2.66	\$ 1.77	\$2.21	\$ 0.25	\$0.15	\$ 56.18
Labourer 6	\$ 42.13	\$ 4.55	\$ 2.53	\$ 1.69	\$2.21	\$ 0.23	\$0.15	\$ 53.49
Labourer 5	\$ 39.91	\$ 4.31	\$ 2.39	\$ 1.60	\$2.21	\$ 0.22	\$0.15	\$ 50.79
Labourer 4	\$ 37.69	\$ 4.07	\$ 2.26	\$ 1.51	\$2.21	\$ 0.21	\$0.15	\$ 48.10
Labourer 3	\$ 35.48	\$ 3.83	\$ 2.13	\$ 1.42	\$2.21	\$ 0.20	\$0.15	\$ 45.42
Labourer 2	\$ 33.26	\$ 3.59	\$ 2.00	\$ 1.33	\$2.21	\$ 0.18	\$0.15	\$ 42.72
Labourer 1	\$ 29.94	\$ 3.23	\$ 1.80	\$ 1.20	\$2.21	\$ 0.17	\$0.15	\$ 38.69
Pipelay 3	\$ 46.56	\$ 5.03	\$ 2.79	\$ 1.86	\$2.21	\$ 0.26	\$0.15	\$ 58.86
Pipelay 2	\$ 44.35	\$ 4.79	\$ 2.66	\$ 1.77	\$2.21	\$ 0.25	\$0.15	\$ 56.18
Pipelay 1	\$ 42.13	\$ 4.55	\$ 2.53	\$ 1.69	\$2.21	\$ 0.23	\$0.15	\$ 53.49
Millwright	\$ 49.90	\$ 5.39	\$ 2.99	\$ 2.00	\$2.21	\$ 0.28	\$0.15	\$ 62.92
Ironworker - Structural	\$ 49.90	\$ 5.39	\$ 2.99	\$ 2.00	\$2.21	\$ 0.28	\$0.15	\$ 62.92
Ironworker - Rebar	\$ 47.68	\$ 5.15	\$ 2.86	\$ 1.91	\$2.21	\$ 0.26	\$0.15	\$ 60.22
Welder - CWB	\$ 47.68	\$ 5.15	\$ 2.86	\$ 1.91	\$2.21	\$ 0.26	\$0.15	\$ 60.22
Uncertified Trades	\$ 46.56	\$ 5.03	\$ 2.79	\$ 1.86	\$2.21	\$ 0.26	\$0.15	\$ 58.86
CSO - on site	\$ 46.56	\$ 5.03	\$ 2.79	\$ 1.86	\$2.21	\$ 0.26	\$0.15	\$ 58.86
Yard Coordinator	\$ 38.81	\$ 4.19	\$ 2.33	\$ 1.55	\$2.21	\$ 0.22	\$0.15	\$ 49.46

*% is applied to gross wages

**Benefit amount as per Article 16.03b

SCHEDULE “A”

Apprenticeship

The parties encourage training and apprenticeship, and agree to cooperate to advance the same. Either party may sponsor apprentices. Wage rates of existing employees will not be reduced as a result of enrolment in an apprenticeship. Apprentices will be granted leave to attend mandatory in-school training.

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%

Wage Rates for Apprenticeships with 3 Levels

Apprenticeship Level	Requirements	% of Journey-Person Rate
Level 1	Start apprenticeship Sponsored by CLAC or company	60%
Level 2	Finish 33 1/3% of practical training and Level 1 examination	73.3%
Level 3	Finish 66 2/3% of practical training and Level 2 examination	86.7%

Wage Rates Apprenticeships with 2 Levels

Apprenticeship Level	Requirements	% of Journey-Person Rate
Level 1	Start apprenticeship Sponsor by CLAC or company	60%
Level 2	Finish 50% of practical training and Level 1 examination	80%

The following Premiums will be added to the base wage rate and will affect Pension, Overtime, Vacation/Stat Pay and Education and Training Fund.

Dual Ticket: \$2.00/hr (2 BC or Red Seal Journey Person Tickets and hired with the intent to use both tickets or performs both tasks)

Stewards

Steward Beginning	\$0.75 per hour
Steward w/Tool Box 1	\$1.00 per hour
Steward w/Tool Box 2	\$1.25 per hour
Chief Steward w/Tool Box 1	\$2.00 per hour*
Chief Steward w/Tool Box 2	\$3.00 per hour*

*Applied on major projects, as agreed upon by the Parties.

Shift Premiums

Employees shall be eligible for a shift premium added to the base hourly rate as per Article 10.09.

Lead Hand Premium

The Employer may appoint an employee to serve as a lead hand at its sole discretion. Any employee who is designated as lead hand by the Employer, shall be paid a premium of no less than two dollars and fifty cents (\$2.50) per hour. The duration of the appointment is also at the Employer's discretion.

Foreman Premium

The Employer may appoint an employee to serve as a Foreman at its sole discretion. Foremen shall be paid a premium of no less than four dollars (\$4.00) per hour. The duration of the appointment is at the Employer's discretion.

SCHEDULE “B” – BENEFIT PLAN OUTLINE

GOLD PLUS PLAN

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- Dependent life insurance coverage: \$10,000 for spouse and \$5,000 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: 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 \$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;
- 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 \$3,000.00 per month, per employee, payable after twenty-six (26) weeks until age 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		1-800-210-0200
(Group RSP & Pension Plan)		
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 eligible claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.

6. How do I make a claim?

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

7. Can my dentist submit claims directly?

Yes. Your dentist can submit your claims electronically.

8. Where do I get claim forms?

- *your union steward*
- *CLAC's member portal: myclac.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.

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 myclac.ca. After logging in, click on “View Retirement”.