

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**PRODUCTIVE CONSTRUCTION LTD.**

**AND**

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

**DURATION: JANUARY 1, 2023- DECEMBER 31, 2025**

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## **COLLECTIVE AGREEMENT**

**BETWEEN**

**PRODUCTIVE CONSTRUCTION LTD.**

(hereinafter referred to as the “Employer”)

**AND**

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

(hereinafter referred to as the “Union”)

### **ARTICLE 1 – PURPOSE**

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, 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 as set forth herein;
- c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) establish a just and prompt procedure for the disposition of grievances;
- e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and

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

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in the certification issued by the B.C. Labour Relations Board.
- 2.02 This Agreement covers all employees in British Columbia and the Yukon Territory, except office staff.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.

## **ARTICLE 3 – SCOPE**

- 3.01 Should any provision of the Collective Agreement be rendered null and void, or be materially altered by future legislation, the remaining provisions of the Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

- 3.02 In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, including those outlined 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 outlined in Section 3 of the Act) considered together, meet or exceed those prescribed in the respective section or part of the Act.
- 3.03 Notwithstanding Article 3.01, should any government legislation or regulation vary conditions as defined in this Agreement, where more favourable for affected employees, shall automatically apply.
- 3.04 The omission of specific mention in this Agreement of existing rights and privileges established or recognised by the Employer shall not be construed to deprive employees or the Union of such rights and privileges

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 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.

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

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

## **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 are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement, and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union Stewards shall not act in the capacity of Representatives.
- b) The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

- c) 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.

### 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) The number of Stewards shall not normally exceed two (2) per project. Projects involving fewer than fifty (50) employees will be limited to one (1) Steward per shift. The Union will advise the Employer, in writing, of the names of Stewards.
- 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. Employees, to a maximum of two (2) on the committee, shall be paid by the Employer to a maximum of thirty-two (32) hours per contract agreement at their prevailing hourly rates for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.

5.05 Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Subject to the operating requirements of the Employer, the Union may request that Union Stewards be retained on the job or project in the reduction of the work force. When so requested, the Employer may assign the Steward to a classification the Steward is qualified, in the opinion of the Employer, to perform. In the event the Employer transfers the Steward to another project, a new Steward may be appointed by the Union.

5.06 The Employer

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.

5.07 There shall be no union activity during working hours on the Employer's premises except that which is necessary for the processing of grievances, promoting the maintenance and preservation of its bargaining rights, and the administration and enforcement of this Agreement.

## **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 permit or encourage 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.

## **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 specified by its applicable policies.

- 7.04 It shall be the policy of the Employer to promote from within wherever possible at the Employer's discretion.
- 7.05 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 because of skills, abilities, or qualification shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith, and provided the employee has been notified of the reasonable standards they are expected to meet.
- 7.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 7.07 Length of service shall be deemed consecutive for each employee who has successfully completed the probationary period and will not be reset by layoff period or extended absence.

## **ARTICLE 8 – UNION DUES**

- 8.01 a) The Employer is authorized and shall deduct, monthly union dues, or 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 (15<sup>th</sup>) 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:

- Hourly rate of pay
- All hourly premiums
- Straight time hours worked
- Time and a half hours worked
- Double time hours worked
- Gross earnings
- First and last name
- Dues deducted and remitted on behalf of the employee as may be prescribed by the Union
- Contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement

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

- Name
- Mailing address

- Date of birth
- Telephone number
- Email address
- Social Insurance Number
- Date of hire
- Classification, including apprenticeship level
- Job end date

## **ARTICLE 9 – UNION REMITTANCES**

- 9.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 8, 19, 20, and 21 each month, by the fifteenth (15<sup>th</sup>) 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, 19, 20, and 21 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

## **ARTICLE 10 – WAGES AND RATES OF PAY**

- 10.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule “A”.
- 10.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. Should no agreement be reached, either party may refer the matter to arbitration in accordance with the provisions outlined in Article 26.
- 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 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

10.05 If the shortage of work is for a period longer than the day outlined in Article 10.04 above, the employee may be given the option to work in another classification for which they are qualified instead of being laid off. The employee shall be paid the rate for the new classification.

10.06 Pay day shall be two (2) times per month, on the fifteenth (15<sup>th</sup>) and thirty-first (31<sup>st</sup>). If payday falls on a statutory holiday, then pay will be given the day before.

10.07 Pay slips shall show all regular hours, overtime hours, and all deductions, including RSP, etc.

## **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

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 at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay for all

hours worked in excess of eight (8) hours daily, or forty (40) hours weekly, excluding daily overtime. Overtime will be paid at the rate of two (2) times the rate for all hours over eleven (11) per day or forty-eight (48) per week, excluding daily overtime.

11.03 When a statutory holiday occurs during the week, the weekly overtime thresholds in Article 11.02 shall be reduced by eight (8) hours for each holiday that occurs.

11.04 When a scheduled break occurs it will include a Sunday.

11.05 The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime subject to Article 4.01

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 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 their full subsistence 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 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 subsistence allowance if and when applicable.

**11.08 Starting Work**

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

**11.09** It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 11.07 and 11.08.

**11.10** There will be two (2) paid coffee breaks of ten (10) minutes' duration on each shift, one in the first half of the shift and one in the second half of the shift. There will be an additional ten (10) minute coffee break before overtime work that is expected to be more than one (1) hour.

**11.11** Employees shall be entitled to an additional paid coffee break for every four (4) hours of overtime worked in a given day.

- 11.12 No employee will work more than five (5) consecutive hours without a one-half (½) hour unpaid meal period.
- 11.13 Should there be more than four (4) hours' overtime, the Employer shall pay for a hot meal (maximum twenty dollars [\$20.00]) and provide a thirty (30) minute eating break.
- 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.
- 11.15 Sunday shall be deemed the first day of the week.
- 11.16 Overtime Banking  
An employee shall have the option of banking any overtime worked at the rate it was earned. Banked overtime shall be taken off at a time mutually agreed between the employee and the Employer. Banked overtime shall be paid out, at the rate it was earned, on the request of the employee with two weeks' written notice up to four (4) times per calendar year.
- 11.17 Each Employee who has completed one (1) year of continuous service with the Employer will receive one (1) flex day each year, in accordance with the following:
- a) Flex days will be paid at eight (8) hours at the employee's regular hourly rate;
  - b) At the end of each year, the Employer will pay out each employee for remaining unused flex days.
- 11.18 All paid time will be considered time worked unless specifically excluded.

## **ARTICLE 12 – LAY-OFFS**

- 12.01 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number.
- 12.02 The Employer will not be required to give notice of lay-off when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 12.03 No employee, including probationary employees, will be laid off while the employees of temporary labour services perform work for the Employer
- 12.04 Probationary employees shall be laid off before employees who have attained regular employment status

## **ARTICLE 13 – VACATION AND VACATION PAY**

- 13.01 Employees shall be entitled to an amount equal to five percent (5%) of their gross earnings as vacation pay. Upon completion of five (5) calendar years' service, this amount shall increase to eight percent (8%) of their gross earnings.
- 13.02 Vacation Pay shall be paid to employees on the first day of July and December each year and on termination and/or upon request of the employee (up to two additional times per calendar year), on a separate cheque from the regular pay cheque.
- 13.03 Employees will be entitled to vacation time in accordance with the *Employment Standards Act*. Additional vacation requests may

be accommodated at any time. The Employer will grant vacation at the times requested considering business requirements.

**ARTICLE 14 – HOLIDAYS AND HOLIDAY PAY**

14.01 Employees shall be entitled to receive an amount equal to four and four tenths of one percent (4.4%) of their gross earnings in lieu of the following ten (10) holidays:

New Year’s Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas 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.

14.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times their regular hourly rate for all hours worked. Employees shall receive double time after eleven (11) hours or if the weekly double time threshold laid out in Article 11.03 is exceeded.

14.03 Holiday Pay shall be paid to employees on the first day of July and December each year and on termination and/or upon request of the employee (up to two additional times per calendar year), on a separate cheque from the regular pay cheque.

## **ARTICLE 15 – TRANSPORTATION, TRAVEL, AND SUBSISTENCE**

- 15.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and subsistence allowances as established in this Article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.
- 15.02 For the purposes of this Agreement, the Employer's base of operations is defined as Metro Vancouver, or the job site when outside Metro Vancouver.
- 15.03 There shall be a free travel and subsistence zone established for the Employer's base of operations. In addition to the Metro Vancouver free travel zone, there shall be a free travel zone of sixty (60) kilometre radius from a job site outside Metro Vancouver.
- 15.04 Travel Allowance  
Employees assigned to work on a project outside the Employer's base free zone as defined in Article 15.03, and who reside outside the job site free zone established in Article 15.03, shall be paid a travel and/or subsistence allowance according to the following:
- a) Travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer;
  - b) When travel allowance is applicable the employee will be paid from the Employer's shop or from the employee's home, whichever is closer to the job site;

- c) Travel allowance will be paid only for the beginning and end of a project and again if the employees are laid off and recalled to the same project. Employees who quit the job within twenty-one (21) days shall not be entitled to travel allowance;
- d) Travel allowances will not be used in calculating overtime;
- e) The amount of travel allowance shall be subject to negotiation and agreement between the Employer and the Union, with the cost of public transportation and duration of travel as guidelines.

#### 15.05 Travel Time

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

#### 15.06 Transfers

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

#### 15.07 Daily Travel

Daily travel allowance will be paid subject to an agreement between the Employer and the Union for each project, with the following conditions:

- a) When an employee is required to travel daily to a project outside Metro Vancouver that is greater than a sixty (60) kilometre radius from their permanent residence or temporary residence when receiving subsistence allowance;

- b) Where the Employer does not provide transportation;
- c) Where the project is outside the free travel zone established in Article 15.03.

#### 15.08 Living Out Allowance

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay daily Living Out Allowance to cover room and board. Alternately the Employer, at its discretion, will provide room and board accommodation for the employees at the Employer's expense. The Living Out Allowance per day will be subject to agreement by the Employer and Union.

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

- b) Living Out Allowance will be paid subject to the following conditions:
  - i) to be eligible for Living Out Allowance, an employee's permanent residence must be outside a sixty-(60) kilometre radius from the job site;
  - ii) Living Out Allowance begins when an employee reports for their first scheduled shift;
  - iii) Living Out Allowance will be paid for all work days and all show up days outlined in Articles 11.07 and 11.08;

- iv) the project must be outside the free travel zones established in Article 15.03.

**15.09 Turnarounds**

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

- 15.10 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel and room and board. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union as laid out in Article 16.

**ARTICLE 16 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA**

- 16.01 a) If necessary, and as per Articles 2.04 and 15.10, a Project Specific Conference will be held to determine site-specific issues.
- b) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, and whenever possible prior to the completion of the bidding process, a Project Specific Conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.



- c) A copy of the resulting Project Specific Memorandum (Prejob) will be provided to the Employer, the Union, and the job Steward(s).
- d) 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 17 – UNION-MANAGEMENT COMMITTEE**

- 17.01 a) In order to build a cooperative relationship between the Employer, the Union and employees, committee meetings will be scheduled once every three (3) months or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:
- i) discipline and discharge policies;
  - ii) training and promotion;
  - iii) safety measures;
  - iv) matters that affect the working conditions of the employees.
- b) The Employer and the Union shall each appoint representatives to the Union-Management Committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

- 17.02 Union-Management meetings will be scheduled during regular working hours wherever possible. Employees attending the Union-Management meetings will be entitled to their regular hourly rate.
- 17.03 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 17.04 In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the Grievance Procedure.

#### **ARTICLE 18 – HEALTH AND SAFETY**

- 18.01 a) The Employer will make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst the employees.
- c) It is the intent of the parties to have working conditions that are safe and healthy.
- d) The Employer shall schedule regular safety meetings at least once per month for all employees on the site, during the work shift.

- 18.02 a) The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- b) Employees shall have the right to refuse to work, as per WorkSafe BC rules, on or with unsafe equipment, tools, or working conditions.
- 18.03 An employee who is injured on the job during working hours and who is required to leave for treatment for such injury shall receive payment for the remainder of their shift.
- 18.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.
- 18.05 All safety matters shall be handled in accordance with the established Workers' Compensation procedures and the Employer's Safety Manual.
- 18.06 Modified Work Programs
- a) If an employee is injured on the job and requires medical attention the employee is entitled to modified work and they shall inform the attending physician of the same.
- b) The Employer shall inform the physician of the types of modified work available to the employee and shall make the same available to the employee with the physician's approval.

- 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 18.06 (a) and (b).

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

## **ARTICLE 19 – HEALTH AND WELFARE PLAN**

19.01 The Employer agrees to pay the hourly amount as set out in Schedule “A” towards the agreed upon health and welfare plan (“Benefit Plan”) administered by the union for all hours worked for each employee. An outline of the Benefit Plan is listed in Schedule “B”.

### **19.02 Eligibility**

- a) Employees are eligible to receive coverage on the first (1st) of the first month following three hundred and fifty (350) hours worked.
- b) Notwithstanding 19.02(a), employees who are rehired within one year and have exhausted their coverage will qualify for coverage on the first (1st) of the second (2<sup>nd</sup>) 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.

### 19.03 Remittances

- a) The Employer will remit the amount as outlined in Article 19.01 in accordance with Article 9.01.
- b) The Parties agree that The Benefit Plan rate amount in Schedule “A” is effective January 1st of each calendar year, and is 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.

19.04 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage (see Outline of Benefit Plan) 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.

19.05 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 (75<sup>th</sup>) 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.

19.06 The parties may agree to amend the Benefit Plan amount in Schedule “A” for specific projects at the pre-job conference as per Article 16 of this Agreement.

## **ARTICLE 20 – RETIREMENT SAVINGS PLAN**

### **20.01 Retirement Savings Plan (RSP)**

- a) The Employer agrees to contribute five percent (5%) of the regular hourly rate for all hours worked by each employee, and each employee shall contribute of one and one-half percent (1.5%) of their regular hourly rate for all hours worked, towards each employee’s participation in the CLAC Group RSP Retirement Savings Plan “RSP” administered by the CLAC Group RSP Board of Trustees. Contributions will be remitted to the applicable CLAC Remittance Team.
- b) As agreed to between the parties, the omission of the MSP remittance amount, resulted in a commensurate increase to the Employer’s contributions to each employee’s RSP on the same date that the MSP reduction applied. The additional contributions entitled “RSP - Premium” are listed in Schedule “A” - Classifications and Rates of Pay. In the event the MSP remittance is reinstated, the parties agree that the amount required for the increase, as directed by the Union, shall be recovered from the “RSP - Premium” column.
- c) Employees are responsible for completing the applicable form provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer.
- d) 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”.

- e) The Employer and the Union will cooperate in providing the information required to administer the RSP on the employees’ behalf. The CLAC Retirement Team 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.
- f) Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 20.01 (a) and 20.01 (b) will be paid to that employee on each paycheque starting the first pay period the date which the employee reaches the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if they were still contributing to the applicable plan.

#### 20.02 Retirement Plan Contribution Details

- a) The Employer will remit RSP contributions to the Union as outlined in Article 9. Employer, employee, and voluntary contributions must be recorded separately on the remittance.
- b) The Employer’s contributions to the RSP Plan will be non-refundable once received 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 RSP 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 RSP 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) In the event that a remittance has not been received by the Union by the date set out in Article 9, the Employer is responsible for compensating the retirement plans for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance. The Union will allocate the missed contributions and investment returns to the affected employees' accounts.

## **ARTICLE 21 – EDUCATION AND TRAINING**

21.01 To further the training of union members, the Employer agrees to remit one-half of one percent (0.5%) of the regular hourly rate for all hours worked by each employee to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated in Article 9.



## **ARTICLE 22 – TOOLS**

- 22.01 All tradesmen shall supply their own tools common to their trade. Specialty tools shall be provided by the Employer.
- 22.02 The Employer shall provide adequate security for all tool storage on the site. Employees shall provide a list of personal tools brought to the job.
- 22.03 The Employer will repair or replace tools lost due to damage or theft.

## **ARTICLE 23 – WORKING CONDITIONS**

- 23.01 All employees shall wear safety hats.
- 23.02 All employees shall wear gloves, safety shoes, and rain gear where required, furnished by the employee.
- 23.03 The Employer will furnish employees with safety equipment (including safety glasses) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items.
- 23.04 The Employer shall provide an adequate dry, heated lunchroom with sufficient space for all to be seated during breaks.
- 23.05 Wash-up facilities will be provided on each site with hand cleaner, paper towels, etc.

23.06 The Employer shall provide a telephone available to employees for incoming and outgoing emergency calls at each site.

#### **ARTICLE 24 – LEAVES OF ABSENCE AND BEREAVEMENT PAY**

24.01 In addition to leaves governed by the ESA, the Employer shall grant leaves of absence without pay, for 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) death in the employee's immediate family;
- d) union activity other than the establishment of this Agreement;
- e) military leave;
- f) job related training; or,
- g) other personal reasons as approved by the Employer.

24.02 An employee will be granted a three (3) day leave of absence with pay, at the employee's prevailing hourly rate, 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-in-law, sister, grandparent, grandparent-in-law, and grandchild, and any person who lives with an employee as a member of the

employee's family. 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. These hours will not be included when calculating overtime.

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

24.04 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.

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

## **ARTICLE 25 – GRIEVANCE PROCEDURE**

25.01 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.

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

25.03 a) “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.

b) 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. The grievers shall 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 relation to the interpretation, application or administration of this Agreement, and will be signed by a by the Employer or a representative of the Employer.

iii) Either party may submit a Policy Grievance directly to Arbitration under Article 26, by passing Step 1 and Step 2 of the Grievance Procedure.

25.04 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean “calendar days”.

25.05 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than five (5) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. If the Employer does consider or process a grievance 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.

25.06 Employees are encouraged to discuss their complaint with their immediate supervisor. If the employee's supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 7.05, if a grievance is to be filed it shall, within the five (5) calendar days referred to in Article 25.05 above, be reduced to writing and shall be presented to the designated representative by the grieving party's representative. The party's representative receiving the grievance will notify the other party's representative of their decision in writing no later than five (5) calendar days following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- a) the facts giving rise to the grievance;
- b) the section or sections of the Agreement claimed violated;

c) the relief requested,

and shall be signed by the employee or employees involved.

### Step 2

If the grievance is not settled in Step 1, the grieving party's representative will, within five (5) calendar days of the decision under Step 1, or within five (5) 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 five (5) 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 five (5) calendar days of such meeting.

### Step 3

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) calendar days of the delivery of the decision in Step 2 to the Steward or Union Representative but not thereafter.

## 25.07 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) calendar days of the time circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Employer and the Union shall be held within five (5) calendar days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 25.05 hereof. The Employer or

the Union, as the case may be, shall give its written decision within five (5) calendar days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) calendar days of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) calendar days, the Employer shall not be liable for any damages during the foregoing fifteen (15) work day period.

## **ARTICLE 26 – ARBITRATION**

- 26.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 26.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 2 of the Grievance Procedure.
- 26.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) 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.
- 26.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) calendar days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.

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



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

## **ARTICLE 27 – DISCHARGE, SUSPENSION, AND WARNING**

27.01 In all instances of disciplinary action to be recorded in an employee's file, or in instances of on-site drug and alcohol testing, the affected employee shall have an available Steward or another available employee of their choice present at the meeting, or decline this right in writing.

27.02 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, cannabis or illegal drugs while on the Employer's premises or during regular working hours;
- reporting for work while under the influence of alcohol, cannabis or illegal drugs, or the possession of such substances while on the job site;
- 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.

27.03 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.

## **ARTICLE 28 – DURATION**

- 28.01 This Agreement shall be effective the first (1<sup>st</sup>) day of January, two thousand twenty-three (2023), and shall remain in effect until the thirty-first (31<sup>st</sup>) day of December, two thousand twenty-five (2025) and for further periods of one (1) year unless notice shall be given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within the period from one hundred and twenty (120) to sixty (60) days prior to the renewal date. 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 The Parties agree to exclude the operation of Section 50(2) and (3) of the *Labour Relations Code*.
- 28.03 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement. Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

**DATED** at \_\_\_\_\_, BC, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed on behalf of  
**PRODUCTIVE  
CONSTRUCTION LTD.**

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

_____	<div style="border: 1px solid black; padding: 5px; text-align: center;">This printing is for information purposes only. Original signed documents are held on file at the Langley Member Centre.</div>	_____
Authorized Representative		_____ C Representative
_____		_____
Authorized Representative		Bargaining Committee Member

\_\_\_\_\_  
Authorized Representative

## SCHEDULE "A" – CLASSIFICATIONS AND RATES OF PAY

Effective January 1, 2023							
Classifications	Base Rate	Vac / Hol 9.4%	H & W	RSP	RSP Premium*	ETF	Total
Carpenter Journeyperson	\$37.41	\$3.52	\$2.10	\$1.87	\$0.60	\$0.19	\$45.69
Cement Mason	\$37.41	\$3.52	\$2.10	\$1.87	\$0.60	\$0.19	\$45.69
Uncertified Journeyperson 1	\$33.44	\$3.14	\$2.10	\$1.67	\$0.60	\$0.17	\$41.12
Uncertified Journeyperson 2	\$31.63	\$2.97	\$2.10	\$1.58	\$0.60	\$0.16	\$39.04
Cement Worker	\$30.99	\$2.91	\$2.10	\$1.55	\$0.60	\$0.15	\$38.30
Operator - Light Equipment	\$29.08	\$2.73	\$2.10	\$1.45	\$0.60	\$0.15	\$36.11
Operator - Overhead Crane	\$39.64	\$3.73	\$2.10	\$1.98	\$0.60	\$0.20	\$48.25
Hoist Operator	\$30.37	\$2.85	\$2.10	\$1.52	\$0.60	\$0.15	\$37.59
Labourer - Skilled	\$30.33	\$2.85	\$2.10	\$1.52	\$0.60	\$0.15	\$37.55
Labourer - Semi-skilled	\$26.42	\$2.48	\$2.10	\$1.32	\$0.60	\$0.13	\$33.05
Labourer - Unskilled	\$24.19	\$2.27	\$2.10	\$1.21	\$0.60	\$0.12	\$30.49
Casual (Clean up/Student)	\$20.76	\$1.95	\$2.10	\$1.04	\$0.60	\$0.10	\$26.55
CSO	\$33.97	\$3.19	\$2.10	\$1.70	\$0.60	\$0.17	\$41.73
Surveyor	\$37.12	\$3.49	\$2.10	\$1.86	\$0.60	\$0.19	\$45.36

\*See Article 20.01(b)

## CLASSIFICATIONS AND RATES OF PAY Cont'd

Effective January 1, 2024							
Classifications	Base Rate	Vac / Hol 9.4%	H & W	RSP	RSP Premium*	ETF	Total
Carpenter Journeyperson	\$38.53	\$3.62	\$2.10	\$1.93	\$0.60	\$0.19	\$46.97
Cement Mason	\$38.53	\$3.62	\$2.10	\$1.93	\$0.60	\$0.19	\$46.97
Uncertified Journeyperson 1	\$34.44	\$3.24	\$2.10	\$1.72	\$0.60	\$0.17	\$42.27
Uncertified Journeyperson 2	\$32.58	\$3.06	\$2.10	\$1.63	\$0.60	\$0.16	\$40.13
Cement Worker	\$31.92	\$3.00	\$2.10	\$1.60	\$0.60	\$0.16	\$39.38
Operator - Light Equipment	\$29.95	\$2.82	\$2.10	\$1.50	\$0.60	\$0.15	\$37.12
Operator - Overhead Crane	\$40.83	\$3.84	\$2.10	\$2.04	\$0.60	\$0.20	\$49.61
Hoist Operator	\$31.28	\$2.94	\$2.10	\$1.56	\$0.60	\$0.16	\$38.64
Labourer - Skilled	\$31.24	\$2.94	\$2.10	\$1.56	\$0.60	\$0.16	\$38.60
Labourer - Semi-skilled	\$27.21	\$2.56	\$2.10	\$1.36	\$0.60	\$0.14	\$33.97
Labourer - Unskilled	\$24.92	\$2.34	\$2.10	\$1.25	\$0.60	\$0.12	\$31.33
Casual (Clean up/Student)	\$21.38	\$2.01	\$2.10	\$1.07	\$0.60	\$0.11	\$27.27
CSO	\$34.99	\$3.29	\$2.10	\$1.75	\$0.60	\$0.17	\$42.90
Surveyor	\$38.23	\$3.59	\$2.10	\$1.91	\$0.60	\$0.19	\$46.62

\*See Article 20.01(b)

## CLASSIFICATIONS AND RATES OF PAY Cont'd

Effective January 1, 2025							
Classifications	Base Rate	Vac / Hol 9.4%	H & W	RSP	RSP Premium*	ETF	Total
Carpenter Journeyperson	\$39.69	\$3.73	\$2.10	\$1.98	\$0.60	\$0.20	\$48.30
Cement Mason	\$39.69	\$3.73	\$2.10	\$1.98	\$0.60	\$0.20	\$48.30
Uncertified Journeyperson 1	\$35.47	\$3.33	\$2.10	\$1.77	\$0.60	\$0.18	\$43.45
Uncertified Journeyperson 2	\$33.56	\$3.15	\$2.10	\$1.68	\$0.60	\$0.17	\$41.26
Cement Worker	\$32.88	\$3.09	\$2.10	\$1.64	\$0.60	\$0.16	\$40.47
Operator - Light Equipment	\$30.85	\$2.90	\$2.10	\$1.54	\$0.60	\$0.15	\$38.14
Operator - Overhead Crane	\$42.05	\$3.95	\$2.10	\$2.10	\$0.60	\$0.21	\$51.01
Hoist Operator	\$32.22	\$3.03	\$2.10	\$1.61	\$0.60	\$0.16	\$39.72
Labourer - Skilled	\$32.18	\$3.02	\$2.10	\$1.61	\$0.60	\$0.16	\$39.67
Labourer - Semi-skilled	\$28.03	\$2.63	\$2.10	\$1.40	\$0.60	\$0.14	\$34.90
Labourer - Unskilled	\$25.67	\$2.41	\$2.10	\$1.28	\$0.60	\$0.13	\$32.19
Casual (Clean up/Student)	\$22.02	\$2.07	\$2.10	\$1.10	\$0.60	\$0.11	\$28.00
CSO	\$36.04	\$3.39	\$2.10	\$1.80	\$0.60	\$0.18	\$44.11
Surveyor	\$39.38	\$3.70	\$2.10	\$1.97	\$0.60	\$0.20	\$47.95

\*See Article 20.01(b)

## **SCHEDULE “A” CLASSIFICATIONS AND DESCRIPTIONS**

<b>Classification:</b>	<b>Description</b>
Clean up /Entry Labourer	Clean up, shoveling, moving materials
Labourer	Proficiency on some power tools
Labourer - Semi-skilled	Minimum 1 year experience. Qualified to perform demolition, digging, backfill, compaction, swamper, dewatering, dismantle forms, garbage and waste removal
Labourer – Skilled	Minimum 2 years experience. In additional to the skills listed in Labourer 1; able to perform hoarding, fencing, grading, slab on grade prep, Rodperson, grinding, jackhammer, operate and maintain power tools
Uncertified Journeyperson 1	Greater than 3 years industry experience (carpentry/skilled work)
Uncertified Journeyperson 2	Less than 3 years industry experience (carpentry/skilled work).
Journeyperson Carpenter/Cement Mason (Certified)	Ticketed journeyperson

## GENERAL

### 1. Safety Gear Allowance

Employees who have completed one (1) full year of employment will be entitled to an annual safety gear allowance of two hundred dollars (\$200.00). Employees will be reimbursed within fifteen (15) days, upon the production of the appropriate receipts.

### 2. Premiums

Shall apply to an employee's base rate of pay, affecting overtime, vacation, holiday and RSP calculations:

First Aid premium*	\$ 0.75 per hour
Shift premium	\$ 1.00 per hour
Forklift premium	\$ 0.50 per hour
Telehandler	\$ 0.75 per hour
Elevated Work Platform	\$ 0.50 per hour
Fall Protection premium	\$ 0.50 per hour
Traffic Control Person	\$ 0.25 per hour
Hoist Operator	\$ 0.50 per hour***
Confined Space	\$0.50 per hour
Working foreperson**	\$ 2.00 per hour
Daily subsistence allowance	\$50.00 per day

\* Should the Employer pay for the cost of the first aid course, the premium shall be fifty cents (\$0.50) per hour.

\*\* Regularly coordinates and is responsible for the work of the Employer's employees and site operations.

\*\*\* Does not apply to Hoist Operator Classification Base Rate.

### 3. Training Costs

Upon completion of one (1) year of service, the Employer shall reimburse eligible employees for tuition, course fees, and re-



certifications up to a maximum of five hundred dollars (\$500.00) per course, per calendar year. Courses must be related to the industry. Such course must be approved, in writing, by the Employer prior to registration. Eligible employees shall submit receipts and a copy of the certification of completion to the Employer in order to receive reimbursement. The Employer shall dispense reimbursements twice annually, on the second (2nd) day of July and first (1<sup>st</sup>) day of December. Employees must be currently employed by the Employer in order to be eligible for reimbursement, save and except those laid off or on an approved leave of absence.

Employees who are required by the employer to attend training will be paid at their prevailing hourly rate for hours required for attendance in such courses. The Employer shall also pay course costs.

3. Performance Reviews

The Employer shall conduct performance reviews on a bi-annual basis, in June and December of each year, in accordance with the following:

- a) The June review will be conducted on a global basis and a shop Steward will be present.
- b) The December review will be conducted on an individual basis. Each employee will have the opportunity to meet with at least one (1) member of management for the review.

4. Apprenticeship Rates

The parties encourage training and apprenticeship and agree to cooperate to advance 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**

<b>Apprentice-ship Level</b>	<b>Requirements</b>	<b>% of Journey-person Rate</b>
Level 1	Start apprenticeship Indenture with 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%

\*Practical training requirements as determined by the ITA:

Carpenter:        5000 hours

### Wage Rates for Apprenticeships with 3 Levels

<b>Apprentice- ship Level</b>	<b>Requirements</b>	<b>% of Journey- person Rate</b>
Level 1	Start apprenticeship Indenture with CLAC or company	70%
Level 2	Finish 33 1/3% of practical training and Level 1 examination	80%
Level 3	Finish 62 2/3% of practical training and Level 2 examination	90%

\*Practical training requirements as determined by the ITA:

Cement Mason (Concrete Finisher): 3420 hours

Ironworker: 4200 hours

## **SCHEDULE “B” – OUTLINE OF INSURANCE PLAN COVERAGE**

### **FOR GOLD PLUS PLAN**

*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75).*

*In case of differences to the insurance contract,  
the insurance contract will apply).*

- \$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;
- Mental health counselling up to \$1,200/person/year;
- massage therapy with a limit of \$50/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 (1<sup>st</sup>) day of accident  
or hospitalization and the seventh (7<sup>th</sup>) day of illness for a maximum  
of one hundred nineteen (119) days (1/7/119).

- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 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	<a href="http://www.clac.ca">www.clac.ca</a>	1-888-600-2522
CLAC RETIREMENT TEAM	(Group RSP & Pension Plan)	1-800-210-0200
GREEN SHIELD CANADA	(access through <i>myclac.ca</i> )	1-888-711-1119
HUMANACARE (EFAP)	<a href="http://www.humanacare.com/clac">www.humanacare.com/clac</a>	1-800-661-8193

### **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 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 website, [www.clac.ca](http://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](mailto: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](http://www.clac.ca) .***

***After logging in, click on the “View Retirement”.***