COLLECTIVE AGREEMENT

BETWEEN:

CANTEX - OKANAGAN CONSTRUCTION (2024) LTD.

AND:

CONSTRUCTION AND ALLIED WORKERS UNION, CLAC LOCAL 68

Duration: April 1, 2023 - March 31, 2026 (Updated June 1, 2024)

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COLLECTIVE AGREEMENT

BETWEEN

CANTEX - OKANAGAN CONSTRUCTION (2024) 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 set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff, and recall of employees;
 - establish a just and prompt procedure for the disposition of grievances;
 - e) establish channels for discussion of employment and production matters of mutual interest;

f) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers employees of the Employer in the bargaining unit as established in the certificate issued by the British Columbia Labour Relations Board dated April 28, 1998.
- 2.03 It is agreed by the parties that there shall be no revision, amendment, or alteration of the bargaining unit as defined herein, except by order of the British Columbia Labour Relations Board or of any of the terms and provisions of this Agreement, except by mutual agreement of the parties in writing. Without limiting the generality of the foregoing, no classification of work or jobs may be added or removed from the bargaining unit except by mutual agreement of the parties in writing.
- 2.04 The Employer agrees that the Union and its duly appointed Representative 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.

ARTICLE 3 – MANAGEMENT'S RIGHTS

- 3.01 The Union acknowledges that it is the function of the Employer to operate its business by, but not limited to, the following actions in a fair and reasonable manner:
 - a) to manage the enterprise, including the scheduling of work and the control of materials;
 - b) to maintain order, discipline and efficiency;
 - c) to hire, direct, transfer, promote, lay off, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 24.
- 3.02 The Employer agrees that the job classifications covered by this Agreement, and the work performed by the employees in those job classifications, cannot be reduced in number or eliminated by the contracting out of such work, except as specifically provided in this Agreement.
- 3.03 The Employer may contract out work where:
 - a) they do not possess the necessary facilities or equipment;
 - b) they do not have and/or cannot acquire the required employees;

- c) they cannot perform the work in a manner that is competitive in terms of cost, and within projected time limits;
- d) a purchaser of materials and/or services stipulates that the award of a contract is dependent upon the use of the purchaser's equipment, facilities, or workforce.

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

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 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 – 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 <u>Representatives</u>
 - a) Representatives of the Union ("Representatives") are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
 - b) Representatives shall have the right to visit at the location where employees are working. The Representatives will first obtain prior approval and 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 <u>Stewards</u>
 - a) The Union has the right to appoint or elect Stewards to a maximum of two (2) Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of

grievances. Stewards are not permitted to amend any terms of this Agreement.

- b) Stewards will receive a one dollar (\$1.00) 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). Toolbox training must be completed in order to qualify for steward premium.
- 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.
- 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 <u>Negotiating Committee</u>

The Union has the right to appoint or elect union members to a Negotiating Committee.

5.05 <u>The Employer</u>

- a) The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meetings.
- b) The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.

ARTICLE 6 – WORK STOPPAGES

- 6.01 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, slow-down, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members.
- 6.02 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, or deliberately send employees home when this is not warranted by the workload.

ARTICLE 7 – UNION DUES AND REMITTANCES

7.01 a) The Employer is authorized to and shall deduct 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.

c) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, within one
(1) week of the end of each month, 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.

- 7.02 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
 - a) first, middle and last name;
 - b) work location/job site;
 - c) rate of hourly pay;
 - d) any hourly premiums;
 - e) gross earnings;
 - f) total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both one and one-half (1½) and double time (2x) overtime premiums, these hours shall be recorded separately;
 - g) dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
 - h) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
 - i) Social Insurance Number; and,
 - j) date of birth.

- 7.03 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:
 - a) complete mailing address;
 - b) e-mail address;
 - c) primary telephone;
 - d) date of hire; and,
 - e) classification, including trade certificate number and apprenticeship level or year.
- 7.04 The Employer shall also record on a remittance any of the following changes in employment status:
 - a) change in classification, level or apprenticeship year; or
 - b) job end date (for temporary, or permanent separation).

ARTICLE 8 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 8.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members who are able to meet the Employer's requirements of the job.
- 8.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.

8.03 a) New employees must complete a probationary period of one hundred and twenty (120) days worked within one (1) calendar year and be recalled in the following calendar year. Thereafter, they shall attain regular employment status. Hours worked shall be dated back to their last date of hire. New employees called to work in consecutive years may use up to twenty (20) days from the previous year towards completion of their probationary period.

b)The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee shall be at the discretion of the Employer. As long as it is not arbitrary, discriminatory or in bad faith, and provided that employees have been properly notified of reasonable standards that they are expected to meet.

- 8.04 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.
- 8.05 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 9.01, 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 Collective Agreement, whether or not they join the Union.
- 8.06 Employees rehired within six (6) months of layoff will not reserve a new probationary period.

- 8.07 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.
- 8.08 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations.

ARTCLE 9 – CLAC JOBS

- 9.01 Further to Article 8.01, the parties agree that the CLAC Jobs Team may be utilized in maintaining a desirable and competent labour force.
- 9.02 Prospective Hires

Upon request, the Career Services department will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.

ARTICLE 10 - CLASSIFICATIONS 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 Employee's shall normally be classified according to their principal activity. Employees may be required to perform other functions of a lower or higher classification. In such cases employees shall be subject to re-classification if their principal activity is changed over an extended period of thirty (30) working days.
- 10.03 a) It shall be the mutual goal of the Union and the Employer to promote and enhance the promotional opportunities for

employees. The Employer should, where practical, give employees the opportunity to learn to operate a machine of higher classification. An operator training on a machine of higher classification shall be paid at their regular rate, and this rate shall continue until the operator is considered to be fully qualified in all the functions the machine is capable of doing.

b) It is the Employer's intent to fully recognize full qualifications as soon as they are achieved. If the Employer does not voluntarily re-classify the operator, the employee may approach their supervisor as soon as the employee feels they are fully qualified.

c) If the employee is not re-classified and not satisfied, the Union may be approached. The Union will then review the request for re-classification and pursue it with the Employer, or reject it, as they see fit.

d) New experienced operators hired will be paid the classification for the equipment operated.

10.04 Where machinery is introduced that substantially affects the conditions of work of the employees concerned, or a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved.

10.05 Show Up Time

An employee who reports for work as scheduled, without having been notified that there is no work available, but who is sent home because of lack of work, shall receive a minimum of two (2) hours' pay at their prevailing hourly rate or four (4) hours if scheduled for more than eight (8) hours, unless it is out of the Employers control, in which case it will be two (2) hours. The employee shall also receive their full subsistence allowance if and when applicable.

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' pay. The employee shall also receive their full subsistence allowance if and when applicable.

- 10.06 Payday shall be every second Friday, with a maximum of one (1) week's holdback.
- 10.07 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 other allowances and safety awards.

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

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 The normal workweek shall consist of five (5) eight- (8) hour working days, Monday to Friday inclusive.It is agreed that the provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work.
- 11.02 Employees will be paid overtime as follows:
 - a) Work performed in excess of eight (8) hours per day, or forty (40) hours per week, excluding daily overtime, shall be paid at the rate of one and one-half (1½) times the regular rate of pay.
 - b) Work performed in excess of twelve (12) hours per day shall be paid at the rate of two (2) times the regular rate of pay.
- 11.03
- a) Employees who are required to perform work on Saturday or Sunday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first twelve (12) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
- c) 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 agreements

shall be in writing and will be communicated to employees prior to them beginning.

11.04

- a) Notwithstanding Article 11.01, where operational or business reasons require it, the Employer may create an alternate workweek, subject to Union agreement. Such alternate workweeks shall be communicated to the Union or the Shop Steward prior to their beginning.
- b) Where an alternate workweek encompasses a weekend, work performed on Saturday or Sunday shall be performed at straight time rates, subject only to overtime requirements as mandated by the BC *Employment Standards Act*.

11.05 Meal Periods

a) 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.

b) Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked.

c) Employees will receive a ten (10) minute coffee break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day. A coffee break will not apply to the meal break at twelve (12) hours. Should an employee be required to work through their coffee break, the Employer will compensate extra worked time.

d) Employees who work beyond twelve (12) hours in a day will be provided with an additional one-half (1/2) hour paid meal

period and a meal will be provided by the Employer.

e) No employee will work more than five (5) consecutive hours without a one-half (1/2) hour meal period.

f) Scheduling of the meal periods may be amended on a site specific basis.

- 11.06 In the event that an employee meets with a time-loss accident on the job, the employee shall be paid full shift hours for that day.
- 11.07 If the Employer requests an employee to take required training;
 - a) the employee shall be reimbursed at their prevailing hourly rate of pay for the duration of confirmed training time.
 Required training time shall accrue towards overtime hours.
 - b) All paid time will be considered time worked unless specifically excluded.

ARTICLE 12 - VACATIONS AND VACATION PAY

- 12.01 All employees shall receive annual vacation pay upon completion of the following periods of service, with pay calculated as a percentage of their gross earnings:
 - a) from start of employment up to and including five (5) years of completed service - two (2) week's vacation pay; at four percent (4%);

- b) from the completion of the fifth (5) year up to and including nine (9) years three (3) weeks' vacation pay; at six percent (6%);
- c) from the completion of the tenth (10) year up to and including twelve (12) years - four (4) weeks' vacation pay; at eight percent (8%);
- d) from the completion of the thirteenth (13) year and thereafter five (5) weeks' vacation pay; at ten percent (10%).
- 12.02 It is understood that vacation time is normally to be utilized in the off-season. However, the Employer will endeavour to grant vacations at the time requested, considering business and operational requirements. As a guideline, and when granted, employees with the most years of completed service will have first choice of the time to be granted off.
- 12.03 In addition to leaves governed by the ESA, the following shall be considered as days actually worked for determining vacation pay for an employee after one (1) continuous year of employment:
 - absence on Workers' Compensation up to a period of one
 (1) year, provided the employee returns to their employment;
 - absence due to illness up to a period of one (1) year, provided the employee returns to their employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.

- 12.04 Vacation pay shall be paid out each payday, added to the regular pay of the employee.
- 12.05 Vacation time shall be granted as per BC Employment Standards Act.

ARTICLE 13 – HOLIDAYS AND HOLIDAY PAY

13.01 The Employer agrees to pay, at regular rates of eight (8) hours per day, for the following twelve (12) holidays:

	0 1 1
New Year's Day	B.C. Family Day
Good Friday	Victoria Day
Canada Day	B.C. Day
Labour Day	National Day for Truth and
	Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

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

Qualifications for payment of Statutory Holidays are as follows:

- a) Employees must be employed for a thirty (30) calendar day period
- Employees must have earned wages or performed work on at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday.
- 13.02 If an employee is required to work on one of the above mentioned holidays, they shall be paid at the rate of one and

one-half (1½) times the regular rate of pay in addition to their holiday pay, and double time after 12 hours.

13.03 If one of the above named statutory holiday's falls on an employee's regularly scheduled day off, their following regularly scheduled workday shall be their statutory holiday, unless an alternate date is mutually agreed on between the Employer and the Union.

ARTICLE 14 – LAYOFFS

- 14.01 When the Employer deems it necessary to reduce the working force, the Union shall be informed of the need for layoffs. When a reduction of the work force is necessary, probationary employees shall be laid off first. If further reductions are necessary, the Employer shall have sole discretion in determining the order of layoff and in doing so may be guided by the following considerations:
 - ability and willingness of the employees to perform the work;
 - b) the integrity of a work unit or crew;

ARTICLE 15 - TRANSPORTATION, TRAVEL, LODGING AND LIVING OUT ALLOWANCE (LOA)

15.01 On all projects where transportation, travel time and lodging could apply, these items shall be negotiated on a project-by-project basis between the Employer and local Union Representative.

- 15.02 The Employer will endeavour to provide transportation to and from jobs outside the community in which the Employer establishes operations. If, at the request of the Employer, an employee's car is used to transport other employees, the owner shall be paid sixty cents (\$0.60) per kilometer, or as otherwise mutually agreed.
- 15.03 If an Employee is required to travel from the Employers base of operations (Penticton), the following applies. Employees shall be paid travel time at regular hourly rates as follows:
 - a) Travel time will be paid one way and shall be computed at the rate of seventy (70) kilometers per hour on the basis of standard kilometer charts, for jobs within a radius of one hundred and twenty-five (125) kilometers of the base of operations;
 - b) Travel time shall be paid to and from any projects beyond a radius of one hundred twenty-five (125) kilometers. Travel time shall be paid at the start of the project and at the completion of the project;
 - c) Where an employee is driving at the request of the Employer, travelling time shall be considered as time worked.
 - d) Distances are to be calculated by Google Maps or on equivalent software program, using the shortest public road route.
 To convert miles to kilometers, use a multiplier of 1.609; To convert kilometers to miles, use a multiplier of .6214.

e) For trips exceeding eight (8) hours the Employer shall provide a meal allowance of sixty dollars (\$60.00)

15.04 Marshalling Points

A marshalling point shall be defined as a mandatory meeting place where all employees are required to assemble at a certain time and are then transported to the job site. All time from the marshalling point to the job site will be considered time worked and employees shall be paid at their prevailing hourly rate.

- 15.05 The Employer agrees to provide all employees who are required to stay away from home overnight with adequate room and board. Arrangements for out-of-town work that require an overnight stay, shall be finalized with the Shop Steward or Union Representative prior to the commencement of the assignment. Where Employer provides accommodation only, the employee shall receive a daily meal allowance of sixty dollars (\$60.00) for all days worked. In all cases, the pre-job terms and conditions shall prevail. (eg: camp job). The Employer shall provide a minimum of \$160.00 (one hundred and sixty dollars) per day Living Out Allowance (LOA) when the employee pays for their own accommodation.
- 15.06 To the greatest extent possible, having regard for the nature of the Employer's business and the need to respond promptly to contract and customer requirements, the Employer agrees that out-of-town work will be assigned equally to all employees. Employees requested to work out of town will be entitled to a minimum of one (1) week's notice before they are required to report to the out-of-town location.

ARTICLE 16 - BENEFIT PLAN

16.01 The Employer agrees to pay the hourly amount of one dollar and eighty cents (\$1.80) per hour for all hours worked for each employee. An outline of the Benefit Plan is listed in Schedule "B". Employees with less than four (4) years of completed service shall share the premium cost on a fifty/fifty (50/50) basis with the Employer. Employees with four (4) years or more of completed service, the Employer shall pay one hundred percent (100%) of the premium cost. This amount will be increased only as plan costs increase throughout the term of this Agreement. Plan costs will only be increased upon mutual agreement between the Employer and the Union. A basic outline of the plan is provided 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 17.02a), employees who are rehired within one year and have exhausted their coverage will qualify for coverage on the (1st) of the second (2nd) month following one hundred and seventy-five (175) hours worked after their rehire.
- b) 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 7.
- b) The Parties agree that The Benefit Plan rate amount in 16.01 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 25 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 (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.
- 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.

ARTICLE 17- UNION-MANAGEMENT RELATIONS

- 17.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and co-operation, believing that the following concepts provide a fundamental framework for improved labour-management relations:
 - a) the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
 - b) the economic character springs from a continuous striving toward efficient use of scarce resources, energy, and environment, and in the adequate development of research, production and marketing;
 - c) the enterprise requires authority relationships under a strong central leadership or management;
 - a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 17.02 a) In order to further the aims of the enterprise, the parties agree to schedule one (1) Union-Management meeting each quarter, 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 of discussion shall include but not be limited to:
 - i) hiring policies;
 - ii) discipline and discharge policies;

- iii) training and promotion;
- iv) safety measures;
- v) matters that affect the working conditions of the employees.
- b) The Employer and the Union shall each appoint two (2) representatives to the Union-Management Committee. The minutes shall record the business of each meeting and a copy shall be mailed to the Union's provincial office.
- 17.03 Union-Management meetings will not be held during work hours unless the Employer agrees. If they are held during regular working hours, then a committee member attending the meeting shall be entitled to their regular hourly rate of pay.
- 17.04 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 17.05 The Union reserves the right to refer unresolved Collective Agreement matters to the Grievance Procedure.

ARTICLE 18- BEREAVEMENT PAY

18.01 In the event of the death of an employee's spouse or child, the employee may be absent from work three (3) days with pay. In the event of a death in an employee's immediate family (parent, grandparent, sister, brother, parent-in-law), the employee shall be entitled to be absent from work one (1) day with pay. In addition, if the employee is notified of the death while they are working, they will be excused from and paid for the balance of the working shift and such time shall not reduce the one (1) or three (3) days of leave. All other unpaid bereavement time shall

be granted in accordance with BC Employment Standards Act. This paid time will not be included in the calculation of overtime.

ARTICLE 19 – RETIREMENT SAVINGS PLAN (RSP)

19.01 After one (1) year of employment, with a minimum of one hundred and twenty (120) worked days, the Employer shall contribute as per years of service listed below in the table, to the CLAC Group Retirement Savings Plan (RSP), administered by the CLAC Group RSP Board of Trustees. This contribution shall be as follows. The Employer agrees to pay the following amounts (as per the schedule below) on a per hour basis for each hour worked.

	2023	2024	2025
After 1 year completed service	\$1.00	\$1.00	\$1.00
After 3 years completed service	\$1.50	\$1.65	\$1.75
After 5 years completed service	\$2.00	\$2.10	\$2.25
After 15 years completed service	\$2.50	\$2.50	\$2.50

19.02 Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer.

19.03 <u>Retirement Plans Contribution Details</u>

a) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the retirement plans will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.

- b) Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 19.01 will be paid to that employee on each paycheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if they were still contributing to the applicable plan.
- c) The total amount of retirement contributions remitted by the Employer and on an employees behalf cannot exceed the annual maximum contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, it is the employee's responsibility to ensure they do not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the employee.
- d) The Employer will remit retirement contributions to the applicable CLAC Remittance Team as per Article 7. Employer, employee and voluntary contributions must be recorded separately on the remittance.
- e) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 7.08, the Employer is responsible for compensating the retirement plans for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be

calculated on all applicable contributions which are part of the remittance. The retirement plans will allocate the missed contributions and investment returns to the affected employees' accounts.

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

ARTICLE 20 – EDUCATION AND TRAINING

20.01 To further the training of Union members, the Employer agrees to remit half a percent (.5%) of gross earnings for all hours worked by all employees to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.

ARTICLE 21 - SAFETY COMMITTEE

21.01 The Employer shall facilitate and maintain a Safety Committee in accordance with the Workers' Compensation Board Regulations.

Copies of Safety Committee Minutes shall be forwarded to the Union office.

ARTICLE 22 - LEAVES OF ABSENCE

- 22.01 a) In addition to leaves governed by the ESA, the employer shall grant leaves of absence as requested in writing, without pay, for the following reasons for a maximum period of two (2) months:
 - sickness in the employee's immediate family (the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee; the child or parent of an employee's spouse, and any person who lives with an employee as a member of the employee's family);
 - ii) death in the employee's immediate family (immediate family as defined in Article 18.01).
 - b) Requests for leaves of absence for educational purposes, subject to conditions outlined in Article 22.01 (a) shall be at the Employer's discretion.
- 22.02 The above shall not preclude extensions for education or personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.
- 22.03 In no case may employees be deprived of the leave to which they are entitled under the Employment Standards Act or any other applicable legislation.

ARTICLE 23- GRIEVANCE PROCEDURE

- 23.01 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.
- 23.02 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 5 as the agents through which employees will process their grievances.
- 23.03 a) "Grievance" means a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
 - b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. The grievors will be listed on the grievance form.
 - c) <u>Policy Grievance</u>
 - 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.
 - An employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the employer.

- iii) Either party may submit a Policy Grievance directly to Arbitration under Article 24, bypassing Step 1 and Step 2 of the Grievance Procedure
- d) Any grievance referred to above will identify:
 - i) The facts giving rise to the grievance;
 - ii) The section or sections of this Agreement claimed to be violated; and
 - iii) The relief requested.
- 23.04 a) Neither the Employer nor the Union will be required to consider or process any grievance which arose out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
 - b) If the Employer does consider or process a grievance which has been presented late, the Employer will be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.
- 23.05 As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

23.06 <u>Step 1</u>

If a grievance is to be filed it will, within the seven (7) calendar days referred to in Article 23.04 above, be reduced to writing and will be presented to the other party's designated representative by the grieving party's designated representative. The party's representative receiving the grievance will notify the other party's representative of their decision in writing not later than seven (7) calendar days following the day upon which the grievance was received.

<u>Step 2</u>

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

ARTICLE 24 - ARBITRATION

- 24.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 24.02 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.

- 24.03 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.
- 24.04 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. Arbitration proceedings shall begin within four (4) weeks after the selection of an Arbitrator.
- 24.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, e-mail or registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 24.06 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 Minster of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 24.07 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 23 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 24.08 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.

- 24.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining or discharging an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 24.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 24.11 The parties will equally bear the expense of the Arbitrator.
- 24.12 An Arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 25 - WARNING, SUSPENSION AND DISCHARGE

- 25.01 In all instances of disciplinary action to be recorded in an employee's file, or in instances of on-site drug and alcohol testing, where possible the affected employee may have an available Steward present at the meeting.
- 25.02 An employee may be disciplined or discharged for just cause by the Employer. Just cause may include, but is not limited to:
 - a) the refusal by an employee to abide by safety regulations;
 - b) dishonesty, theft, insubordinate or antithetical behaviour;
 - c) the use of alcohol, cannabis, or illegal drugs while on any worksite or on the Employer's premises and/or property during all working hours;

- d) reporting for work while under the influence of alcohol, cannabis, or illegal drugs, or the possession of such substances while on any job site or company property;
- e) operating company equipment under the influence of alcohol, cannabis, or illegal drugs at any time;
- f) the refusal by the employee to abide by the requirements of the Employer's clients;
- g) the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices.
- 25.03 The parties agree to abide by the principles of progressive discipline. Progressive discipline is designed to assist an employee to change behaviour and/or performance. Depending on the nature and severity of the infraction, and taking into account mitigating and aggravating factors, progressive discipline will be managed as outlined below:
 - a) <u>Step One: Verbal Warning</u>
 A disciplinary action that is intended to draw an employee's attention to their misconduct.
 - b) <u>Step Two: Written Warning</u> A statement given to an employee by a delegated manager or supervisor outlining:
 - i) the nature of the misconduct
 - ii) the corrective action expected of the employee
 - iii) a description of the disciplinary action that may be taken if the misconduct continues
 - <u>Step Three: Suspension</u>
 An enforced, temporary removal of an employee from duty without pay.

- d) <u>Final Step: Termination</u> The enforced cessation of employment.
- 25.04 When the behavior 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 seventy-two (72) hours.
- 25.05 Whenever an employee signs any document pertaining to discipline, the employee does so understanding the nature of the discipline and acknowledging that the employee has been notified accordingly.
- 25.06 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive workdays without a justifiable reason.

ARTICLE 26 - DURATION

26.01 This Agreement shall be effective on the first (1st) day of April two-thousand twenty three (2023), and shall remain in effect until the thirty first (31st) day of March, two-thousand twenty six (2026), and, if agreed to by the parties, for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.

- 26.02 Until a new Agreement has been concluded, all provisions in this Collective Agreement shall remain in full force and effect.
- 26.03 The parties agree to exclude the operation of subsections (2) and (3) of section 50 of the *Labour Relations Code*.

DATED at Penticton, BC this _____ day of _____, 2023.

SIGNED on behalf of

CANTEX - OKANAGAN CONSTRUCTION (2024) LTD SIGNED on behalf of CONSTRUCTION AND ALLIED WORKERS UNION, CLAC LOCAL 68

Authorized Representative

Authorized BC Representative

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

Authorized Representative

SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES

Classifications	Apr 1,2023	Apr 1,2024	Apr 1,2025
Designated Lead Hand	\$1.00 in addition to the highest rate under the employees charge or the normal rate, whichever is greatest.		
Group 1 - La	abourers		
Unskilled Labourer (bottom rate)	\$20.85	\$21.58	\$22.34
Unskilled Labourer (top rate)	\$23.82	\$24.66	\$25.52
Skilled Labourer	\$28.31	\$29.30	\$30.32
Group 2 - Truck Drivers (single & tandem axle)			
Water Truck (single & tandem axle)	\$31.29	\$32.38	\$33.52
Skidsteer & Mini-Excavator (construction)	\$31.29	\$32.38	\$33.52
Group 3 - Operators			
Skidsteer	\$33.30	\$34.46	\$35.67
Pipelayer	\$33.30	\$34.46	\$35.67
Roller (construction)	\$33.30	\$34.46	\$35.67
Loader up to 966	\$33.30	\$34.46	\$35.67
Grader 140-14H (construction)	\$33.30	\$34.46	\$35.67
Dozer up to D7 size	\$33.30	\$34.46	\$35.67
Machinery Mover	\$33.30	\$34.46	\$35.67
Excavator up to 40T size	\$33.30	\$34.47	\$35.67
Off-Highway Trucks up to 35T size	\$33.30	\$34.46	\$35.67

Classifications	Apr 1,2023	Apr 1,2024	Apr 1,2025	
Group 4 - Operators				
Crusher	\$35.34	\$36.57	\$37.85	
Tractor/Lowbed	\$35.34	\$36.57	\$37.85	
Loader 972 and up	\$35.34	\$36.57	\$37.85	
Dozer D8 and up	\$35.34	\$36.57	\$37.85	
Excavator 45T and up	\$35.34	\$36.57	\$37.85	
Finish Grader 140 and up	\$35.34	\$36.57	\$37.85	
Truck/Pup	\$35.34	\$36.57	\$37.85	
Belly Dump	\$35.34	\$36.57	\$37.85	
Off-Highway Trucks 40T and up	\$35.34	\$36.57	\$37.85	
Group 5 - Heavy Duty Mechanic				
Classifications	Apr 1,2023	Apr 1,2024	Apr 1,2025	
Heavy Duty Mechanic	\$41.95	\$43.42	\$44.93	
(Applicable to all Groups) Trainee Rates (minimum):				
At Hire	70% of app	70% of applicable classification rate		

At Hire	70% of applicable classification rate
After 6 months worked	80% of applicable classification rate
After 12 months worked	90% of applicable classification rate
After 18 months worked	100% of applicable classification rate

SCHEDULE "A"

GENERAL

- 1. Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply if imposed on the Collective Agreement by the regulation or legislation.
- First Aid Ticket: One employee on each crew shall be encouraged to obtain a First Aid Ticket. Employees <u>designated by the</u> <u>Employer (or alternate designate if required)</u> to serve as First Aid attendants shall receive the following premium(s):

	Job rate plus
Level "1" Ticket (with T.E.)	\$0.50 per hour
Level "2" Ticket	\$1.00 per hour
Level "3" Ticket	\$1.50 per hour

- 3. Gloves, coveralls, and hearing protection shall be provided to employees while servicing equipment when such are needed by the employee. Abuse of this privilege will result in the privilege being revoked.
- 4. Additional Tool Allowance of \$0.50 per hour which will be paid to all Mechanics and Servicepersons on a straight time basis. Tool list shall be provided to Employer.
- Steward Premium: \$1.00(one dollar) per hour The Steward Premium will be added to the base wage rate and will affect Overtime and Vacation/Stat Pay. Stewards must complete CLAC Toolbox 1 training in order to qualify for premium.

6. Night Shift Differential: \$1.00 (one dollar) per hour for all hours worked when fifty percent (50%) or more of the scheduled shift falls between the hours of 6pm and 6am. Night shift differential will not pyramid with overtime.

SCHEDULE 'B'

INSURANCE PLAN COVERAGE – GOLD PLUS PLAN

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;

Basic services:	100% up to \$2,000 per person annual
Major services:	50% up to \$2,000 per person annual
Orthodontic:	50% up to \$3,000 lifetime maximum per child under 19;

- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family; under 21: \$300 per year age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit, no doctor's referral required;
- 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 26 weeks.
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month, per employee, payable after 26 weeks.
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC BENEFITS TEAM www.clac.ca	1-888-600-2522
CLAC RETIREMENT TEAM	1-800-210-0200
(Group RSP & Pension Plan)	
GREEN SHIELD CANADA (access through myCLAC.ca)	1-888-711-1119
HumanaCare (EFAP) <u>www.humanacare.com/clac</u>	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 claims incurred after your benefit start date will still 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 send claims directly?

Yes. Your dentist can submit your claims electronically.

8. Where do I get claim forms?

- your union steward
- CLAC's website, <u>www.clac.ca</u>
- 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 office 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 Benefit Team for processing.

12. Does my CLAC health plan cover my provincial health care premiums?

No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.

13. 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.

14. 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. This includes (but is not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call 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 <u>retire@clac.ca</u>

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 <u>www.clac.ca</u>. After logging in, click on "View Retirement".