

COLLECTIVE AGREEMENT

BETWEEN

MATCON

AND

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

DURATION: JUNE 1, 2024 – MAY 31, 2027

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COLLECTIVE AGREEMENT

BETWEEN

MATCON DEMOLITION LTD.
MATCON ENVIRONMENTAL LTD.
MATCON UNDERGROUND UTILITIES LTD.
MATCON EXCAVATION AND SHORING LTD.
**MATCON ROCK STABILIZATION (a division of Matcon
Excavation and Shoring Ltd.)**
ESEL EXCAVATION & SHORING EQUIPMENT 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 Collective Agreement (“Agreement”), which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) to provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
 - c) to establish an equitable system for the promotion, transfer, layoff, and recall of employees;

- d) to establish a just and prompt procedure for the disposition of grievances and
- 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 wellbeing.

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

ARTICLE 2 – RECOGNITION

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

2.02 This Agreement covers all employees of the Employer in British Columbia and the Yukon Territory, except supervisory and office staff.

2.03 The Employer agrees that duly appointed Union Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Subject to the terms of this Agreement, the Employer's rights include the right to:

- a) manage the enterprise, including the scheduling of work, and the control of materials and equipment;
- b) maintain order, discipline, and efficiency; and,
- 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.

3.02 The Employer agrees that 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) he does not have the necessary facilities, equipment or ability (expertise) e.g. gravel hauling;
- b) he does not have or cannot acquire the required manpower;
- c) where there is a joint bid on a project which requires that the work be shared with the other party to the bid;

- d) he cannot compete in terms of cost or where such work is inaccessible to members of the Union, conditional upon the Union's review and approval;
- e) flagging services are required save and except for Excavation and Shoring.

3.04 Non-bargaining unit personnel shall not perform work covered by this Agreement if this should cause the layoff, transfer, or demotion of a member of the bargaining unit.

ARTICLE 4 – SCOPE

4.01 Should any provision of this 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 Subject to any future changes to the Employment Standards Act, in the event this Collective Agreement does not contain a provision respecting a matter set out in Section 3(2) of the Employment Standards Act, or contains provisions with respect to those matters that, when considered together, do not meet or exceed the requirements under the Act, when considered together, the applicable Part or section of the Act is deemed incorporated into this collective agreement consistent with the provisions of the Act.

4.03 Notwithstanding Article 4.02, should any government legislation or regulation vary conditions as defined in this

Agreement, such conditions, where more favourable, shall automatically apply.

- 4.04 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.

ARTICLE 5 – REPRESENTATION

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

5.02 Representatives

- a) Representatives of the Union (“Representatives”) are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives shall have the right to visit the site where employees are working. 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 Steward

- 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 Union will advise the Employer, in writing, of the name(s) of the Steward(s).

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.

- c) 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.

5.05 The Employer

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

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

ARTICLE 6 – WORK STOPPAGES

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

- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and
- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 7 – UNION DUES

7.01 a) The Employer is authorized to and shall deduct union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.

- b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.

- 7.02 a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre within one (1) week of the end of each month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.
- b) In addition to the above, this itemized list shall also contain the following for each employee:
- Base hourly rate
 - All hourly premiums
 - Straight time hours worked
 - Time and a half hours worked
 - Double time hours worked
 - Gross wages
- c) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:
- First, Middle, and Last Name
 - Complete Mailing Address
 - Date of Birth
 - Primary Telephone Number
 - Email Address
 - Social Insurance Number
 - Date of Hire
 - Classification

ARTICLE 8 – UNION REMITTANCES

- 8.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 7, 17, 18, and 19 within one (1) week of the end of each month following the deduction, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 8.02 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.
- 8.03 Further to Article 8.02, 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.
- 8.04 If the Employer satisfies all its obligations under Articles 8.01, 8.02 and 8.03 relating to Articles 7, 17, 18 and 19 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

ARTICLE 9 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 9.01 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.

- 9.02 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.
- 9.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.
- 9.04 a) New employees will be hired on a sixty (60) working day probationary period and thereafter shall attain regular employment status.
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith and provided that employees have been properly notified of reasonable standards that they are expected to meet.
- 9.05 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.
- 9.06 Employees rehired within six (6) months of layoff will not reserve a new probationary period.

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

ARTICLE 10 – CLASSIFICATIONS AND RATES OF PAY

- 10.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 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 negotiation between the Employer and the Union. If no agreement is reached, either party may refer the matter to Arbitration in accordance with the provisions outlined in Article 23.
- 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, daily travel or travel allowances, and safety awards.
- d) “Gross earnings” shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.

10.04 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If an employee is scheduled to work more than eight (8) hours, he shall be entitled to four (4) hours' pay. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer. If employees decline alternate employment, they shall have the option to go home and claim the two (2) hours' reporting pay or pay for actual time worked, whichever is greater.

10.05 The Employer may assign employees to any work regardless of the employee's classification. The classifications are meant to describe the general level of skill and capability rather than limit the jurisdiction that can be performed by the employee.

10.06 The Employer shall provide descriptions of each employee classification which shall clarify the basis on which an employee is assigned to a classification. The Employer will

consult the Union when formulating the descriptions. The Employer will review each employee's classification on an annual basis, meet with each employee and explain that employee's classification placement.

10.07 If the Employer bids on a job, the specifications of which call for the employment of some local labour, or the paying of prevailing rates of pay, or both, representatives of the owner of the project, of the Employer, and of the Union, shall meet to make a decision in regard to the employment of such labour, or in regard to the rates to be paid, or both.

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. The normal workweek and days off may be varied on specific projects by agreement of the parties.

11.02 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. Work performed in excess of eleven (11) hours per day shall be paid at the rate of two (2) times the regular rate of pay.

11.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.

11.04 There shall be two (2) rest periods (or coffee breaks), with pay, of fifteen (15) minutes' duration each, daily, at the

workstation if possible. Employees will be given a meal period of one half (½) hour per shift, but such period will not be considered time worked. Timing of meal periods will be governed by the Employment Standards Act.

11.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.

11.06 If an employee should be "called out" on weekends, he shall be paid a minimum of four (4) hours times the appropriate overtime rate for each call out.

ARTICLE 12 – LAY-OFF PROCEDURE

12.01 a) Skill and ability will be the primary consideration and factor in the layoff and recall of employees.

b) Length of service shall be interrupted only if:

i) an employee is laid off for more than six (6) consecutive months,

ii) an employee quits,

iii) an employee is fired, or

iv) an employee takes a leave of absence beyond one (1) year unless it is a leave of absence entitlement pursuant to the Employment Standards Act.

- c) A reduction of work shall be termed a layoff if it is longer than two (2) weeks;
- d) Taking a job with another employer while there is still work for that employee with this Employer constitutes quitting;
- e) Length of service relates only to vacation time and RSP entitlement.

12.02 When the Employer deems it necessary to reduce the work force, they shall inform the Union of the need for layoffs. Probationary employees shall be laid off before regular employees are laid off.

12.03 If a customer name requests a particular employee for a certain job, then that employee shall be assigned such work regardless of time of service.

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

ARTICLE 13 – VACATIONS AND GENERAL HOLIDAY PAY

13.01 All employees shall be entitled to an amount equal to six percent (6%) of their gross wages as payment for vacations.

13.02 The Employer will endeavour to grant vacations at the time requested, in the vacation season or period, considering business requirements. As a guideline, employees with the greatest length of service will have first choice of the time to be granted off. Vacation weeks shall be taken consecutively

unless the employee and the Employer agree to other arrangements. Vacation time will be governed by the Employment Standards Act.

13.03 Vacation pay and Statutory Holiday pay shall be paid on each pay cheque.

13.04 Length of service shall be calculated, as per Article 12.01(b), from the beginning of employment with Matcon Excavation & Shoring Ltd. or any prior or associated firm.

13.05 Employees shall be entitled to receive an amount equal to four and four tenths of one percent (4.4%) of their gross earnings the following holidays, which the Employer agrees to recognize as days not worked:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Truth and Reconciliation Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Two (2) floating holidays	

Employees will also receive Holiday Pay in the amount equal to four-tenths of one percent (0.4%) of their gross earnings in lieu of the National Day for Truth and Reconciliation for a total of four and eight-tenths percent (4.8%).

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

13.06 If an employee is required to work on one of the above-mentioned holidays, he shall be paid at the rate of two (2) times the regular rate of pay.

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

ARTICLE 14 – TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN-JOBS

14.01 From Horseshoe Bay to Popkum Road shall be considered lower mainland work and will be at no additional cost. Work outside these areas will be negotiated on a per job basis at bidding time.

14.02 Travel expense to and from out-of-town projects shall be paid by the Employer at sixty-eight cents (\$0.68) per kilometre or for the cost of public transportation, at the employee's option.

14.03 The Employer may, in consultation with the employees, choose one or a combination of the following room and board arrangements on out-of-town work:

- a) a camp with adequate washing facilities, single sleeping accommodation, and dining room;
- b) hotel or motel accommodation based on double occupancy with meals provided, at no cost to the employee;
- c) the employee provides his own meals and accommodation for which the Employer pays a minimum

daily allowance of one hundred and fifty dollars (\$150.00);

- d) the Employer provides accommodation only, based on double occupancy, and pays the employee a daily meal allowance of fifty dollars (\$50.00).

Day rates in (c) and (d) above will be paid to employees on out-of-town projects while they remain on the site, including weekends.

Where unusual circumstances exist, or on short term jobs, which affect either the availability and cost of room and board or the allowance for travel, the parties shall review the above provisions with a view to working out acceptable alternatives.

14.04 All isolated jobs which are more than a six- (6) hour drive from the centre of operations, that is, Coquitlam, shall have a turn-around provision where employees will be granted a turn-around every six (6) weeks for a minimum of one (1) week. The Employer shall pay air or appropriate fare from work to home and from home to work for each turn-around. It is agreed that such payment shall be made upon the employee returning to work.

14.05 The Employer agrees to reasonably compensate employees where daily parking charges are in effect and employees are required to pay said charges.

14.06 For Out of Town Projects, the Employer will ensure all employees receive a standard form which detail conditions of the project.

14.07 Out of Country/Province Work

When employees perform work outside of the country or province for the Employer, or one of its other entities (subsidiaries, divisions, etc.); the Employer agrees to maintain their benefits as outlined in Schedule “A” for all hours worked.

ARTICLE 15 – UNION – MANAGEMENT COMMITTEE

- 15.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled for each project as required, during the life of this Agreement. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement. The areas for discussion may include, but not be limited to, the following:
- i) safety measures;
 - ii) matters that affect the working conditions of the employees;
 - iii) training and promotion;
 - iv) hiring policies; and
 - v) discipline and discharge policies.
- b) The Employer and the Union will each appoint representatives to the committee. Meeting notes will

record the business of each meeting, and copies will be distributed as the Committee determines.

15.02 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 16 – HEALTH AND SAFETY

16.01 It is the intent of the parties to have working conditions that are safe and healthy.

16.02 The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.

16.03 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.

16.04 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.

16.05 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

16.06 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a

period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.

16.07 All safety matters shall be handled in accordance with the established WorkSafe BC procedures, or the BC Mines Act and Mine Health, Safety and Reclamation Code procedures, or other applicable legislation, and the Employer's Safety Program.

16.08 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention and/or requires accommodation for a disability pursuant to the Human Rights Code, the employee may be entitled to Modified Work and will inform the attending physician of the same. The Employer reserves the right to require a second medical opinion by a physician selected by the Employer.
- b) The Employer will inform the physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the physician's approval.
- c) The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by attending physicians.

16.09 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to

be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation.

16.10 Health and Safety Committee

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

ARTICLE 17 – RETIREMENT SAVINGS PLAN

17.01 Retirement Savings Plan (RSP)

- a) The CLAC Group Retirement Savings Plan (“RSP”), administered by the CLAC Group RSP Board of Trustees, applies to all employees covered by this Collective Agreement.
- b) New employees will join the RSP immediately upon completing the probationary period as defined in Article 9.04.
- c) Employees are responsible for completing the Application form provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer.

- d) **Employer:** Each pay period, the Employer agrees to contribute an Employer contribution equal to one dollar (\$1.00) per hour for each employee, for all hours worked to the Group RSP. This contribution will be remitted to the applicable CLAC Remittance Team.

- e) **Employer Match:** Upon the completion of four thousand five hundred (4500) hours worked, each pay period, the Employer also agrees to match employee contributions with an Employer contribution up to two dollars and fifty cents (\$2.50) per hour for all hours worked by each employee, to the Union Sponsored Group RSP. This contribution will be remitted to the applicable CLAC Remittance Team.

- f) **Employee Voluntary Contributions:** The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, employee voluntary RSP contributions which are above and beyond those contributions outlined in Article 17.01d). A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions. OR Employees will be automatically enrolled in the matching program and must inform the Employer in writing if they wish to participate at a lower amount, or not at all.

- g) Withdrawals and payouts from the RSP will be subject to the applicable laws and terms of that plan.

- h) Employees will receive statements from the financial institution which administers the RSP in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

17.02 Retirement Plan Contribution Details

- a) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the retirement plan will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.
- b) Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 17.01 will be paid to that employee on each paycheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if they were still contributing to the applicable plan.
- c) The total amount of retirement contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, it is the employee's responsibility to ensure they does 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 on the 15th of each month. 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 8.01 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 18 – BENEFIT PLAN

18.01 The Employer agrees to pay the monthly cost of the agreed upon Benefit Plan, administered by the union for each eligible employee. An outline of the Benefit Plan is listed in Schedule “B”.

18.02 Eligibility

- a) All employees who are normally scheduled to work an average of at least fifteen (15) hours per week will be eligible for Benefit Plan coverage.
- b) Eligible employees will qualify for coverage on the first (1st) of the month following the completion of three (3) months of continuous employment.
- c) Notwithstanding 18.02 b), eligible employees rehired within one year, who are not required to complete a probation period as per Article 9.04, will qualify for coverage on the first (1st) of the month following their rehire.
- d) It is the responsibility of the employee to complete the enrolment form for the Benefit Plan, which is required before any claims can be submitted.

18.03 Remittances

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

18.04 Extended Coverage

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

- a) Upon layoff for lack of work:
 - i. Employees who have passed probation: one (1) month.
 - ii. Employees with three (3) years of service: two (2) months.

- iii. Employees with five (5) or more years of service: three (3) months.
- b) For temporary layoffs or temporary site shutdowns, the premiums will continue as above, but only for the duration of the lay-off or shutdown, to a maximum of three (3) months.
- c) Approved leaves of absence: one (1) month.
- d) Any leave where required in accordance with the BC Employment Standards Act: for the full duration of the leave.
- e) Injury or illness where the employee is medically unable to work and on an approved disability claim: up to three (3) months.
- f) Attending trade school as an apprentice and returning with the Employer: the full duration of the training. The Employer may suspend payment until the employee returns from school, and retroactively provide payment upon their return. If the employee does not return the extended coverage obligation will be as per 18.04(a).

18.05 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of 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.

18.06 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 19 – EDUCATION AND TRAINING FUND

19.01 To further the training of union members, the Employer agrees to remit one-half of one percent (0.5%) of gross wages to the Union’s Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated in Article 8.

ARTICLE 20 – PROTECTIVE EQUIPMENT

20.01 All employees will wear CSA approved safety hats supplied by the Employer.

20.02 All employees will wear CSA approved safety boots supplied by the employees.

20.03 The Employer will supply employees with safety equipment including but not limited to: gloves, hearing protection, non-prescription safety glasses, shields, goggles, fire retardant coveralls, particulate masks, breathing apparatuses and fall arrest equipment, if and when required. Said equipment will

remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer supplied items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

20.04 Where hazardous site material causes unusual deterioration to boots, the Employer shall provide the employees with the required footwear.

20.05 It is understood and agreed that all employees are required to follow Workers' Compensation Board rules and regulations, including but not limited to, such items as wearing of personal safety gear (hard hats, steel toed boots, etc.), and the wearing of seat belts at all times on all equipment provided with them. Failure to comply with these or any other Workers' Compensation Board safety rules may be grounds for discipline of the employee.

20.06 Upon completion of one thousand (1,000) hours, and annually thereafter, all employees shall be eligible for up to four hundred dollars (\$400.00) as a safety gear allowance. The Employer shall reimburse employees within fourteen (14) days of the submission of the appropriate receipts.

ARTICLE 21 – LEAVES OF ABSENCE AND BEREAVEMENT PAY

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

- a) Marriage of the employee;
- b) Sickness of the employee or employee's family;

- c) Birth or adoption of the employee's child;
- d) Union business, other than the establishment of this Agreement;
- e) Death of a family member not outlined in Article 21.02;
- f) Job related training; or
- g) Other personal reasons as approved by the Employer.
- h) Indigenous employees will be granted reasonable leaves of absence without pay to engage in traditional Indigenous practices.

21.02 Employees are entitled to Illness or Injury Leave pursuant to the terms of the Employment Standards Act.

21.03 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, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, and grandchild. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.

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

21.05 In no case may an employee be deprived of the leave to which he is entitled under the *Employment Standards Act* or any other applicable legislation.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 Should a dispute arise between the Employer and an employee or the Union concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement it shall be resolved by the grievance procedure in the manner set out below.

22.02 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.

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

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

c) Policy Grievance

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

- ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the Employer.
 - iii) Either party may submit a Policy Grievance directly to Arbitration under Article 23, bypassing Step 1 and Step 2 of the Grievance Procedure.
- d) Any grievance referred to above will identify:
- i) The facts giving rise to the grievance;
 - ii) The section or sections of this Agreement claimed to be violated; and
 - iii) The relief requested.
- 22.04 a) The Employer or the Union will not 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.

22.05 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.

22.06 Step 1

If a grievance is to be filed it will, within the seven (7) calendar days referred to in Article 22.04 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.

Step 2

If the grievance is not settled at Step 1, the grieving party's representative will within seven (7) calendar days of the decision under Step 1, or within seven (7) calendar days of the day this decision should have been made, submit a written grievance to the other party's representative. A meeting will be held between the 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 23 – ARBITRATION

- 23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 23.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 2 of the Grievance Procedure.
- 23.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) 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.
- 23.04 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.
- 23.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear

the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

23.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

23.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.

23.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.

23.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

23.11 The parties will equally bear the expense of the Arbitrator.

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

ARTICLE 24 – WARNING, SUSPENSION AND DISCHARGE

24.01 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 his choice present at the meeting, or decline this right in writing.

24.02 If an employee's attitude or performance is not satisfactory and a warning of record is necessary, the Employer shall issue a written warning, and a copy of the warning will be forwarded immediately to a Union Representative and a Union Steward.

24.03 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

24.04 Whenever an employee signs any document pertaining to discipline, he does so only to acknowledge that he has been notified accordingly.

24.05 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 25 – GENDER CLAUSE

25.01 Where the masculine gender is used in this Agreement, it will be considered to include the feminine gender.

25.02 Where the singular is used in this Agreement, it will be considered to include the plural and vice-versa, as the context requires.

ARTICLE 26 – DURATION

26.01 This Agreement shall be effective the first (1st) day of June, two thousand twenty-four (2024) and shall remain in effect until the thirty-first (31st) day of May two thousand twenty-seven (2027) and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.

26.02 The parties agree to exclude Sections 50(2) and (3) of the *Labour Relations Code*.

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

Signed on behalf of
**MATCON DEMOLITION LTD.,
MATCON ENVIRONMENTAL LTD.,
MATCON UNDERGROUND
UTILITIES LTD.,
MATCON EXCAVATION
AND SHORING LTD.
and
ESEL EXCAVATION & SHORING
EQUIPMENT LTD.**

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

Authorized Representative

Representative

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

Authorized Representative

Authorized Representative

SCHEDULE "A" - CLASSIFICATIONS AND RATES OF PAY

Effective June 1, 2024

Classification	Base Wage June 1, 2024	Vacation Pay 6%	Statutory Holiday Pay 4.8%	Non- matched RRSP	Additional Matched RRSP (over 4500 hours)	ETF 0.5%	Total	Total (over 4500 hours)
Sr. Foreman	\$48.58	\$2.91	\$2.33	\$1.00	\$2.50	\$0.26	\$55.08	\$57.58
Foreman	\$46.37	\$2.78	\$2.23	\$1.00	\$2.50	\$0.25	\$52.63	\$55.13
Jr. Foreman	\$41.69	\$2.50	\$2.00	\$1.00	\$2.50	\$0.22	\$47.41	\$49.91
Level 1 Exc Op	\$44.16	\$2.65	\$2.12	\$1.00	\$2.50	\$0.23	\$50.16	\$52.66
Level 2 Exc Op	\$42.44	\$2.55	\$2.04	\$1.00	\$2.50	\$0.22	\$48.25	\$50.75
Level 3 Exc Op	\$39.50	\$2.37	\$1.90	\$1.00	\$2.50	\$0.21	\$44.98	\$47.48
Entry Level Exc Op	\$31.24	\$1.87	\$1.50	\$1.00	\$2.50	\$0.17	\$35.78	\$38.28
Grademan	\$42.99	\$2.58	\$2.06	\$1.00	\$2.50	\$0.23	\$48.86	\$51.36
Jr. Grademan	\$39.35	\$2.36	\$1.89	\$1.00	\$2.50	\$0.21	\$44.81	\$47.31
Pipelayer	\$41.86	\$2.51	\$2.01	\$1.00	\$2.50	\$0.22	\$47.60	\$50.10
Jr. Pipelayer/Topman	\$36.87	\$2.21	\$1.77	\$1.00	\$2.50	\$0.20	\$42.05	\$44.55
Level 1 Jet Grout Op	\$42.44	\$2.55	\$2.04	\$1.00	\$2.50	\$0.22	\$48.25	\$50.75
Level 2 Jet Grout Op	\$39.50	\$2.37	\$1.90	\$1.00	\$2.50	\$0.21	\$44.98	\$47.48
Level 3 Jet Grout Op	\$35.13	\$2.11	\$1.69	\$1.00	\$2.50	\$0.19	\$40.12	\$42.62
Level 1 Driller	\$40.97	\$2.46	\$1.97	\$1.00	\$2.50	\$0.22	\$46.62	\$49.12
Level 2 Driller	\$38.05	\$2.28	\$1.83	\$1.00	\$2.50	\$0.20	\$43.36	\$45.86
Level 3 Driller	\$35.13	\$2.11	\$1.69	\$1.00	\$2.50	\$0.19	\$40.12	\$42.62
Groutperson	\$35.13	\$2.11	\$1.69	\$1.00	\$2.50	\$0.19	\$40.12	\$42.62
S/P Operator	\$37.32	\$2.24	\$1.79	\$1.00	\$2.50	\$0.20	\$42.55	\$45.05
Level 1 Nozzelman	\$40.61	\$2.44	\$1.95	\$1.00	\$2.50	\$0.22	\$46.22	\$48.72
Level 2 Nozzelman	\$36.57	\$2.19	\$1.76	\$1.00	\$2.50	\$0.19	\$41.71	\$44.21
CSO/Safety Advisor Sr Level	\$47.33	\$2.84	\$2.27	\$1.00	\$2.50	\$0.25	\$53.69	\$56.19
CSO/Safety Advisor Mid-Level	\$41.19	\$2.47	\$1.98	\$1.00	\$2.50	\$0.22	\$46.86	\$49.36
CSO/Safety Advisor Jr Level	\$35.04	\$2.10	\$1.68	\$1.00	\$2.50	\$0.19	\$40.01	\$42.51
Sr Scaler	\$39.35	\$2.36	\$1.89	\$1.00	\$2.50	\$0.21	\$44.81	\$47.31
Level 1 Scaler	\$37.67	\$2.26	\$1.81	\$1.00	\$2.50	\$0.20	\$42.94	\$45.44
Level 2 Scaler	\$35.04	\$2.10	\$1.68	\$1.00	\$2.50	\$0.19	\$40.01	\$42.51
Level 3 Scaler	\$32.67	\$1.96	\$1.57	\$1.00	\$2.50	\$0.17	\$37.37	\$39.87

Effective June 1, 2024 (continued)

Classification	Base Wage June 1, 2024	Vacation Pay 6%	Statutory Holiday Pay 4.8%	Non- matched RRSP	Additional Matched RRSP (over 4500 hours)	ETF 0.5%	Total	Total (over 4500 hours)
Entry Level Scaler	\$30.62	\$1.84	\$1.47	\$1.00	\$2.50	\$0.16	\$35.09	\$37.59
Chuck Tender	\$31.77	\$1.91	\$1.52	\$1.00	\$2.50	\$0.17	\$36.37	\$38.87
Level 1 Labourer	\$33.65	\$2.02	\$1.62	\$1.00	\$2.50	\$0.18	\$38.47	\$40.97
Level 2 Labourer	\$29.90	\$1.79	\$1.44	\$1.00	\$2.50	\$0.16	\$34.29	\$36.79
Level 3 Labourer	\$26.76	\$1.61	\$1.28	\$1.00	\$2.50	\$0.14	\$30.79	\$33.29
Entry Level Labourer	\$24.15	\$1.45	\$1.16	\$1.00	\$2.50	\$0.13	\$27.89	\$30.39
Sr Flag Person	\$27.98	\$1.68	\$1.34	\$1.00	\$2.50	\$0.15	\$32.15	\$34.65
Flag Person	\$26.71	\$1.60	\$1.28	\$1.00	\$2.50	\$0.14	\$30.73	\$33.23
Lead Hand 1	\$40.43	\$2.43	\$1.94	\$1.00	\$2.50	\$0.21	\$46.01	\$48.51
Lead Hand 2	\$36.87	\$2.21	\$1.77	\$1.00	\$2.50	\$0.20	\$42.05	\$44.55
Yard Labourer	\$37.67	\$2.26	\$1.81	\$1.00	\$2.50	\$0.20	\$42.94	\$45.44
Stores Coordinator	\$41.69	\$2.50	\$2.00	\$1.00	\$2.50	\$0.22	\$47.41	\$49.91
Journeyman Mechanic	\$46.37	\$2.78	\$2.23	\$1.00	\$2.50	\$0.25	\$52.63	\$55.13
Shop Foreman**	\$48.58	\$2.91	\$2.33	\$1.00	\$2.50	\$0.26	\$55.08	\$57.58
Mechanic Apprentice Year 1	\$27.83	\$1.67	\$1.34	\$1.00	\$2.50	\$0.15	\$31.99	\$34.49
Mechanic Apprentice Year 2	\$32.45	\$1.95	\$1.56	\$1.00	\$2.50	\$0.17	\$37.13	\$39.63
Mechanic Apprentice Year 3	\$37.12	\$2.23	\$1.78	\$1.00	\$2.50	\$0.20	\$42.33	\$44.83
Mechanic Apprentice Year 4	\$41.74	\$2.50	\$2.00	\$1.00	\$2.50	\$0.22	\$47.46	\$49.96
Shop Administrator	\$30.62	\$1.84	\$1.47	\$1.00	\$2.50	\$0.16	\$35.09	\$37.59
Co-ordinator Level 1	\$35.04	\$2.10	\$1.68	\$1.00	\$2.50	\$0.19	\$40.01	\$42.51
Co-ordinator Level 2	\$31.77	\$1.91	\$1.52	\$1.00	\$2.50	\$0.17	\$36.37	\$38.87
Flagperson Level 1	\$29.89	\$1.79	\$1.43	\$1.00	\$2.50	\$0.16	\$34.27	\$36.77
Flagperson Level 2	\$27.99	\$1.68	\$1.34	\$1.00	\$2.50	\$0.15	\$32.16	\$34.66
Flagperson Level 3	\$26.71	\$1.60	\$1.28	\$1.00	\$2.50	\$0.14	\$30.73	\$33.23

** General #2 does not apply to this classification

Effective June 1, 2025

Classification	Base Wage June 1, 2025	Vacation Pay 6%	Statutory Holiday Pay 4.8%	Non- matched RRSP	Additional Matched RRSP (over 4500 hours)	Total	Total (over 4500 hours)
Sr. Foreman	\$51.01	\$3.06	\$2.45	\$1.00	\$2.50	\$57.52	\$60.02
Foreman	\$48.69	\$2.92	\$2.34	\$1.00	\$2.50	\$54.95	\$57.45
Jr. Foreman	\$43.77	\$2.63	\$2.10	\$1.00	\$2.50	\$49.50	\$52.00
Level 1 Exc Op	\$46.37	\$2.78	\$2.23	\$1.00	\$2.50	\$52.38	\$54.88
Level 2 Exc Op	\$44.56	\$2.67	\$2.14	\$1.00	\$2.50	\$50.37	\$52.87
Level 3 Exc Op	\$41.48	\$2.49	\$1.99	\$1.00	\$2.50	\$46.96	\$49.46
Entry Level Exc Op	\$32.80	\$1.97	\$1.57	\$1.00	\$2.50	\$37.34	\$39.84
Grademan	\$45.14	\$2.71	\$2.17	\$1.00	\$2.50	\$51.02	\$53.52
Jr. Grademan	\$41.32	\$2.48	\$1.98	\$1.00	\$2.50	\$46.78	\$49.28
Pipelayer	\$43.95	\$2.64	\$2.11	\$1.00	\$2.50	\$49.70	\$52.20
Jr. Pipelayer/Topman	\$38.71	\$2.32	\$1.86	\$1.00	\$2.50	\$43.89	\$46.39
Level 1 Jet Grout Op	\$44.56	\$2.67	\$2.14	\$1.00	\$2.50	\$50.37	\$52.87
Level 2 Jet Grout Op	\$41.48	\$2.49	\$1.99	\$1.00	\$2.50	\$46.96	\$49.46
Level 3 Jet Grout Op	\$36.89	\$2.21	\$1.77	\$1.00	\$2.50	\$41.87	\$44.37
Level 1 Driller	\$43.02	\$2.58	\$2.06	\$1.00	\$2.50	\$48.66	\$51.16
Level 2 Driller	\$39.95	\$2.40	\$1.92	\$1.00	\$2.50	\$45.27	\$47.77
Level 3 Driller	\$36.89	\$2.21	\$1.77	\$1.00	\$2.50	\$41.87	\$44.37
Groutperson	\$36.89	\$2.21	\$1.77	\$1.00	\$2.50	\$41.87	\$44.37
S/P Operator	\$39.19	\$2.35	\$1.88	\$1.00	\$2.50	\$44.42	\$46.92
Level 1 Nozzelman	\$42.64	\$2.56	\$2.05	\$1.00	\$2.50	\$48.25	\$50.75
Level 2 Nozzelman	\$38.40	\$2.30	\$1.84	\$1.00	\$2.50	\$43.54	\$46.04
CSO/Safety Advisor Sr Level	\$49.70	\$2.98	\$2.39	\$1.00	\$2.50	\$56.07	\$58.57
CSO/Safety Advisor Mid-Level	\$43.25	\$2.60	\$2.08	\$1.00	\$2.50	\$48.93	\$51.43
CSO/Safety Advisor Jr Level	\$36.79	\$2.21	\$1.77	\$1.00	\$2.50	\$41.77	\$44.27
Sr Scaler	\$41.32	\$2.48	\$1.98	\$1.00	\$2.50	\$46.78	\$49.28
Level 1 Scaler	\$39.55	\$2.37	\$1.90	\$1.00	\$2.50	\$44.82	\$47.32
Level 2 Scaler	\$36.79	\$2.21	\$1.77	\$1.00	\$2.50	\$41.77	\$44.27
Level 3 Scaler	\$34.30	\$2.06	\$1.65	\$1.00	\$2.50	\$39.01	\$41.51
Entry Level Scaler	\$32.15	\$1.93	\$1.54	\$1.00	\$2.50	\$36.62	\$39.12

Effective June 1, 2025 (continued)

Classification	Base Wage June 1, 2025	Vacation Pay 6%	Statutory Holiday Pay 4.8%	Non- matched RRSP	Additional Matched RRSP (over 4500 hours)	Total	Total (over 4500 hours)
Chuck Tender	\$33.36	\$2.00	\$1.60	\$1.00	\$2.50	\$37.96	\$40.46
Level 1 Labourer	\$35.33	\$2.12	\$1.70	\$1.00	\$2.50	\$40.15	\$42.65
Level 2 Labourer	\$31.40	\$1.88	\$1.51	\$1.00	\$2.50	\$35.79	\$38.29
Level 3 Labourer	\$28.10	\$1.69	\$1.35	\$1.00	\$2.50	\$32.14	\$34.64
Entry Level Labourer	\$25.36	\$1.52	\$1.22	\$1.00	\$2.50	\$29.10	\$31.60
Sr Flag Person	\$29.38	\$1.76	\$1.41	\$1.00	\$2.50	\$33.55	\$36.05
Flag Person	\$28.05	\$1.68	\$1.35	\$1.00	\$2.50	\$32.08	\$34.58
Lead Hand 1	\$42.45	\$2.55	\$2.04	\$1.00	\$2.50	\$48.04	\$50.54
Lead Hand 2	\$38.71	\$2.32	\$1.86	\$1.00	\$2.50	\$43.89	\$46.39
Yard Labourer	\$39.55	\$2.37	\$1.90	\$1.00	\$2.50	\$44.82	\$47.32
Stores Coordinator	\$43.77	\$2.63	\$2.10	\$1.00	\$2.50	\$49.50	\$52.00
Journeyman Mechanic	\$48.69	\$2.92	\$2.34	\$1.00	\$2.50	\$54.95	\$57.45
Shop Foreman**	\$51.01	\$3.06	\$2.45	\$1.00	\$2.50	\$57.52	\$60.02
Mechanic Apprentice Year 1	\$29.22	\$1.75	\$1.40	\$1.00	\$2.50	\$33.37	\$35.87
Mechanic Apprentice Year 2	\$34.07	\$2.04	\$1.64	\$1.00	\$2.50	\$38.75	\$41.25
Mechanic Apprentice Year 3	\$38.98	\$2.34	\$1.87	\$1.00	\$2.50	\$44.19	\$46.69
Mechanic Apprentice Year 4	\$43.83	\$2.63	\$2.10	\$1.00	\$2.50	\$49.56	\$52.06
Shop Administrator	\$32.15	\$1.93	\$1.54	\$1.00	\$2.50	\$36.62	\$39.12
Co-ordinator Level 1	\$36.79	\$2.21	\$1.77	\$1.00	\$2.50	\$41.77	\$44.27
Co-ordinator Level 2	\$33.36	\$2.00	\$1.60	\$1.00	\$2.50	\$37.96	\$40.46
Flagperson Level 1	\$31.38	\$1.88	\$1.51	\$1.00	\$2.50	\$35.77	\$38.27
Flagperson Level 2	\$29.39	\$1.76	\$1.41	\$1.00	\$2.50	\$33.56	\$36.06
Flagperson Level 3	\$28.05	\$1.68	\$1.35	\$1.00	\$2.50	\$32.08	\$34.58

** General #2 does not apply to this classification

Effective June 1, 2026

Classification	Base Wage June 1, 2026	Vacation Pay 6%	Statutory Holiday Pay 4.8%	Non- matched RRSP	Additional Matched RRSP (over 4500 hours)	Total	Total (over 4500 hours)
Sr. Foreman	\$53.56	\$3.21	\$2.57	\$1.00	\$2.50	\$60.34	\$62.84
Foreman	\$51.12	\$3.07	\$2.45	\$1.00	\$2.50	\$57.64	\$60.14
Jr. Foreman	\$45.96	\$2.76	\$2.21	\$1.00	\$2.50	\$51.93	\$54.43
Level 1 Exc Op	\$48.69	\$2.92	\$2.34	\$1.00	\$2.50	\$54.95	\$57.45
Level 2 Exc Op	\$46.79	\$2.81	\$2.25	\$1.00	\$2.50	\$52.85	\$55.35
Level 3 Exc Op	\$43.55	\$2.61	\$2.09	\$1.00	\$2.50	\$49.25	\$51.75
Entry Level Exc Op	\$34.44	\$2.07	\$1.65	\$1.00	\$2.50	\$39.16	\$41.66
Grademan	\$47.40	\$2.84	\$2.28	\$1.00	\$2.50	\$53.52	\$56.02
Jr. Grademan	\$43.39	\$2.60	\$2.08	\$1.00	\$2.50	\$49.07	\$51.57
Pipelayer	\$46.15	\$2.77	\$2.22	\$1.00	\$2.50	\$52.14	\$54.64
Jr. Pipelayer/Topman	\$40.65	\$2.44	\$1.95	\$1.00	\$2.50	\$46.04	\$48.54
Level 1 Jet Grout Op	\$46.79	\$2.81	\$2.25	\$1.00	\$2.50	\$52.85	\$55.35
Level 2 Jet Grout Op	\$43.55	\$2.61	\$2.09	\$1.00	\$2.50	\$49.25	\$51.75
Level 3 Jet Grout Op	\$38.73	\$2.32	\$1.86	\$1.00	\$2.50	\$43.91	\$46.41
Level 1 Driller	\$45.17	\$2.71	\$2.17	\$1.00	\$2.50	\$51.05	\$53.55
Level 2 Driller	\$41.95	\$2.52	\$2.01	\$1.00	\$2.50	\$47.48	\$49.98
Level 3 Driller	\$38.73	\$2.32	\$1.86	\$1.00	\$2.50	\$43.91	\$46.41
Groutperson	\$38.73	\$2.32	\$1.86	\$1.00	\$2.50	\$43.91	\$46.41
S/P Operator	\$41.15	\$2.47	\$1.98	\$1.00	\$2.50	\$46.60	\$49.10
Level 1 Nozzelman	\$44.77	\$2.69	\$2.15	\$1.00	\$2.50	\$50.61	\$53.11
Level 2 Nozzelman	\$40.32	\$2.42	\$1.94	\$1.00	\$2.50	\$45.68	\$48.18
CSO/Safety Advisor Sr Level	\$52.19	\$3.13	\$2.51	\$1.00	\$2.50	\$58.83	\$61.33
CSO/Safety Advisor Mid-Level	\$45.41	\$2.72	\$2.18	\$1.00	\$2.50	\$51.31	\$53.81
CSO/Safety Advisor Jr Level	\$38.63	\$2.32	\$1.85	\$1.00	\$2.50	\$43.80	\$46.30
Sr Scaler	\$43.39	\$2.60	\$2.08	\$1.00	\$2.50	\$49.07	\$51.57
Level 1 Scaler	\$41.53	\$2.49	\$1.99	\$1.00	\$2.50	\$47.01	\$49.51
Level 2 Scaler	\$38.63	\$2.32	\$1.85	\$1.00	\$2.50	\$43.80	\$46.30
Level 3 Scaler	\$36.02	\$2.16	\$1.73	\$1.00	\$2.50	\$40.91	\$43.41
Entry Level Scaler	\$33.76	\$2.03	\$1.62	\$1.00	\$2.50	\$38.41	\$40.91

Effective June 1, 2026 (continued)

Classification	Base Wage June 1, 2026	Vacation Pay 6%	Statutory Holiday Pay 4.8%	Non- matched RRSP	Additional Matched RRSP (over 4500 hours)	Total	Total (over 4500 hours)
Chuck Tender	\$35.03	\$2.10	\$1.68	\$1.00	\$2.50	\$39.81	\$42.31
Level 1 Labourer	\$37.10	\$2.23	\$1.78	\$1.00	\$2.50	\$42.11	\$44.61
Level 2 Labourer	\$32.97	\$1.98	\$1.58	\$1.00	\$2.50	\$37.53	\$40.03
Level 3 Labourer	\$29.51	\$1.77	\$1.42	\$1.00	\$2.50	\$33.70	\$36.20
Entry Level Labourer	\$26.63	\$1.60	\$1.28	\$1.00	\$2.50	\$30.51	\$33.01
Sr Flag Person	\$30.85	\$1.85	\$1.48	\$1.00	\$2.50	\$35.18	\$37.68
Flag Person	\$29.45	\$1.77	\$1.41	\$1.00	\$2.50	\$33.63	\$36.13
Lead Hand 1	\$44.57	\$2.67	\$2.14	\$1.00	\$2.50	\$50.38	\$52.88
Lead Hand 2	\$40.65	\$2.44	\$1.95	\$1.00	\$2.50	\$46.04	\$48.54
Yard Labourer	\$41.53	\$2.49	\$1.99	\$1.00	\$2.50	\$47.01	\$49.51
Stores Coordinator	\$45.96	\$2.76	\$2.21	\$1.00	\$2.50	\$51.93	\$54.43
Journeyman Mechanic	\$51.12	\$3.07	\$2.45	\$1.00	\$2.50	\$57.64	\$60.14
Shop Foreman**	\$53.56	\$3.21	\$2.57	\$1.00	\$2.50	\$60.34	\$62.84
Mechanic Apprentice Year 1	\$30.68	\$1.84	\$1.47	\$1.00	\$2.50	\$34.99	\$37.49
Mechanic Apprentice Year 2	\$35.77	\$2.15	\$1.72	\$1.00	\$2.50	\$40.64	\$43.14
Mechanic Apprentice Year 3	\$40.93	\$2.46	\$1.96	\$1.00	\$2.50	\$46.35	\$48.85
Mechanic Apprentice Year 4	\$46.02	\$2.76	\$2.21	\$1.00	\$2.50	\$51.99	\$54.49
Shop Administrator	\$33.76	\$2.03	\$1.62	\$1.00	\$2.50	\$38.41	\$40.91
Co-ordinator Level 1	\$38.63	\$2.32	\$1.85	\$1.00	\$2.50	\$43.80	\$46.30
Co-ordinator Level 2	\$35.03	\$2.10	\$1.68	\$1.00	\$2.50	\$39.81	\$42.31
Flagperson Level 1	\$32.95	\$1.98	\$1.58	\$1.00	\$2.50	\$37.51	\$40.01
Flagperson Level 2	\$30.86	\$1.85	\$1.48	\$1.00	\$2.50	\$35.19	\$37.69
Flagperson Level 3	\$29.45	\$1.77	\$1.41	\$1.00	\$2.50	\$33.63	\$36.13

** General #2 does not apply to this classification

PREMIUM RATES

First Aid Premium for Industrial III: \$0.75 per hour

Night Shift:

The parties agree that Night Shift Premiums are for “city work”. Out of town night shifts work will be dealt with on a per project basis.

One and one-half (1.5) hours pay for any shift starting at six (6) o'clock p.m. or later.

One-half (1/2) hour pay for any shift beginning at eleven (11) o'clock a.m. or later but earlier than six (6) p.m.

Course Reimbursement

The Employer shall reimburse employees for all hours spent attending employment-related courses or seminars (i.e. First Aid) as requested by the Employer and pay course costs upon completion of such courses.

GENERAL

1. Apprentices shall be paid according to the schedule below. Percentages of Journeyman rate paid by Employer for each six (6) month period of apprenticeship:

6-month period	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
5-year term	50%	55%	60%	65%	70%	75%	80%	80%	90%	90%
4-year term	50%	55%	60%	65%	70%	75%	80%	90%		
3-year term	50%	55%	65%	70%	80%	90%				
2-year term	50%	60%	75%	90%						

2. Foreman Compensation

Effective the first (1st) day of June, two thousand twenty-two (2022), foremen will be compensated at a base rate of no less than five percent (5%) above the highest rated classification. Sr. Foremen will be compensated at a base rate of no less than ten percent (10%) above the highest rated classification, excluding Foremen. All Foremen are eligible for hourly RSP and Health and Welfare, in accordance with the schedules above. Percentage driven contributions, including Vacation/Holiday pay, matching RSP contributions, and ETF contributions shall be based on the established Foreman base rate.

3. Operators and their employees must be in possession of a valid license, ticket or permit where such is required on the performance of their work.

SCHEDULE “B”

OUTLINE OF INSURANCE PLAN COVERAGE PLATINUM PLAN

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

- Life Insurance
 - \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
 - \$10,000.00 for Spouse
 - \$5,000.00 for each dependent child;
- \$100,000.00 AD&D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Major services: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$1,500 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$350 per year
 - age 21 and over: \$350 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$80/visit;
- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of one thousand (\$1000.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the seventh (7th) day of illness for a maximum of twenty-six weeks.
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$4,000.00 per month, per employee, payable after twenty-six (26) weeks until age 65.

- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC BENEFITS TEAM www.clac.ca	1-888-600-2522
CLAC RETIREMENT TEAM (Group RSP & Pension Plan)	1-800-210-0200
GREEN SHIELD CANADA (access through <i>myclac.ca</i>)	1-888-711-1119
HUMANACARE (EFAP) www.humanacare.com/clac	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 be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.

6. How do I make a claim?

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

7. Can my dentist submit claims directly?

Yes. Your dentist can submit your claims electronically.

8. Where do I get claim forms?

- *your union steward*
- *CLAC's website, www.clac.ca*
- *the nearest CLAC Member Centre*
- *the CLAC Benefits Team: 1-888-600-2522*

9. Will I receive a prescription drug card?

Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card about a week after you receive your benefit start package.

10. What if I don't receive my prescription drug card?

You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefits Team at 1-888-600-2522 to make sure you receive one.

11. How do I make a disability claim?

You must contact the Benefits Team for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefits Team for processing.

12. Does my plan cover me if I am travelling outside of Canada?

Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefits Team if you have any questions.

13. What is the Employee Family Assistance Plan (EFAP)?

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call the CLAC Benefits Team for more information.

RSP Questions

1. Who administers the CLAC Group RSP?

The CLAC Group RSP is administered by the CLAC Retirement team. The investments are held with Great-West Life.

2. How can I contact them?

Contact the CLAC Retirement team by phone at 1.800.210.0200 or by email at retire@clac.ca

3. How is my account opened?

A CLAC Group RSP account is opened for you once your employer remits a contribution on your behalf to the CLAC Retirement team.

4. When is my account registered?

*Your funds will sit in a non-registered account until the CLAC Retirement team receives your completed “**Opening your Plan**” form (included in your new employee package). The registration of your account means that you are taking advantage of the tax sheltering benefits of an RRSP. Contributions receipts are issued twice a year (January and March) for you to use to offset your income when filing your taxes.*

For more information on your CLAC Group RSP account contact the CLAC Retirement team or log on to myCLAC at www.clac.ca. After logging in, click on the “View Retirement”.