

COLLECTIVE AGREEMENT



(Formerly AEL, a Division of HMC Services)

*and*

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

# Our Commitment to the Workplace

The Christian Labour Association of Canada (CLAC) and its affiliated locals were founded on the European model of Christian labour unions, which applies principles of social justice to labour relations and the workplace. We value our members' trust and pledge to serve them and promote their economic and social interests. We commit to:

## INTEGRITY

- Deal fairly and honestly with all people
- Earn the trust of workers and their employers
- Honour our commitments and obey the law

## PARTNERSHIP

- Recognize the goals and interests, both shared and different, of labour and management
- Pursue the good of others and expect the same treatment from them
- Facilitate a workplace where labour and management can be compatible partners

## FAIRNESS

- Treat all persons with respect and honour their dignity
- Advocate for and enforce workers' rights in labour law and under collective agreements
- Insist on a fair distribution of the wealth created by work

## RESPECT

- Strive to balance individual and collective interests in our representation
- Listen to and respect legitimate differences of opinion
- Honour the right of workers to freely choose union membership

## COMMUNITY

- Work to reduce and resolve conflict between people
- Promote a balance between work, family, and other social responsibilities
- Increase public recognition of workers' contributions to society

**COLLECTIVE AGREEMENT**

**BETWEEN**

**AEL, A DIVISION OF HMC SERVICES  
INC.**

**AND**

**CONSTRUCTION AND ALLIED  
WORKERS' UNION, LOCAL 68,  
AFFILIATED WITH CLAC**

**DURATION: MAY 1, 2014 – APRIL 30, 2024**

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## **COLLECTIVE AGREEMENT**

**BETWEEN**     **AEL, A DIVISION OF HMC SERVICES INC.**  
(hereinafter referred to as "the Employer")

**AND**           **CONSTRUCTION AND ALLIED WORKERS'**  
**UNION, LOCAL 68, AFFILIATED WITH CLAC**  
(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, to:

- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) provide and maintain working terms and conditions, hours of work, wage rates, and benefits set forth herein;
- c) establish an equitable system for the promotion, discipline, transfer, and layoff of employees;
- d) establish a just and prompt procedure for the disposition of grievances; and,
- e) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

- 1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour/management relations:
- a) The industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of management;
  - b) The economic character springs from a continuous striving towards the efficient use of scarce resources, energy and the environment, and in the adequate development of the employees, research, production and marketing; and,
  - c) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 1.03 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable human rights legislation, or is in bad faith.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer in British Columbia and the Yukon Territory, except supervisory and office staff.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the

terms and conditions of this Agreement and all matters related thereto.

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

### **ARTICLE 3 – MANAGEMENT’S RIGHTS**

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

- a) manage the enterprise, including the scheduling of work, and the control of materials and equipment;
- b) maintain order, discipline, and efficiency;
- c) hire, direct, transfer, promote, layoff, and discipline and discharge with just cause, provided that such actions are consistent with the purpose and terms of this Agreement.

- 3.02 Non-bargaining unit personnel shall not perform work covered by this Agreement if this would result in the layoff, transfer, or demotion of a member of the bargaining unit.

- 3.03 The Employer agrees that work normally performed by members of the bargaining unit shall not be contracted out. The Employer may only contract out work where:

- a) it does not possess the necessary facilities or equipment;
- b) it does not have and/or cannot acquire the required employees; or

- c) it cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.

## **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 The parties agree that
- Part 3, Wages, Special Clothing, & Records;
  - Part 4, Hours of Work and Overtime;
  - Part 5, Statutory Holidays;
  - Part 7, Annual Vacation; and
  - Part 8, Termination of Employment
- of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Agreement.
- 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 at the location where employees are working. The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall not unduly disrupt the flow of work.

## 5.03 Stewards

- a) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement
- b) Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be unreasonably withheld. The Employer will pay Stewards at their prevailing hourly rate for time spent attending such duties during their working hours.
- 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. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the prevailing hourly rate.

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 each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. This itemized list shall also contain base hourly rate for each employee. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.
- b) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:
- Name
  - Address
  - Date of Birth
  - 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, 21, 22, and 23 each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 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, 21, 22, and 23 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 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 are required to serve a probationary period of ninety (90) days worked in a twelve (12) month period, during which time their skills and abilities will be monitored and their suitability for continued employment will be assessed. Upon successful completion of the probationary period, such new employees shall attain regular employment status, subject to the availability of work.
- b) The ninety- (90) day period in (a) above is based on a regular workweek of five (5) eight- (8) hour days. This will be modified depending on the actual shift schedule worked. For example, for those working a ten- (10) hour straight time shift schedule, one (1) day equals one and one quarter (1¼) days worked, and for those working an eleven and a half- (11½) hour straight time shift schedule, one (1) day equals one and forty-three one hundredths (1.43) days worked.
- 9.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. The Employer may terminate the employment of a probationary employee provided that such termination is not discriminatory, arbitrary, or in bad faith, and provided that such employee has been properly notified of reasonable standards that he is expected to meet. Such termination shall be confirmed in writing with a copy sent immediately to the Union.

## **ARTICLE 10 - SENIORITY, LAYOFF, AND PROMOTIONS**

- 10.01 The parties agree that rules respecting seniority and work opportunities are necessary in recognition of the principle that job opportunity and security should increase in proportion to length of continuous service. In order to promote awareness of work opportunities that may arise in the various components, the Employer will circulate a Memo for Posting on a periodic basis and/or whenever such work opportunities exist.
- 10.02 Seniority of employees shall be recognized, based on each employee's date of hire. New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall be dated back to the date of beginning of employment.
- 10.03 Component Seniority: It is recognized that the scope of the Employer's business results in multiple components (work groups) in various geographic areas. As such,
- a) Separate seniority lists shall be kept for each separate component, and will be based on an employee's initial hire with that component. The separate components are as follows:
    - i. Flagging (various locations)
    - ii. Summer Maintenance (various locations)
    - iii. Winter Maintenance (various locations)

The Employer will notify the Union in advance, in writing, of any new components so that the Parties are able to discuss and deal with any issues arising from the implementation of the new work program(s).

- b) Employees who transfer from one component to another are required to serve a trial period of thirty (30) days during

which time their skills and abilities will be monitored. Upon successful completion of the trial period such transferred employee shall be assigned a seniority date in the new component. Unsuccessful employees shall have the opportunity to return to their previous position with their seniority intact.

- c) The component seniority of employees who transfer from one component to another shall be reduced by the time spent working in the new component while their position in the former component continued to operate.
- d) During the five- (5) month winter slowdown (from October fifteenth [15<sup>th</sup>] to March fifteenth [15<sup>th</sup>]), flaggers who transfer to another component will not suffer a loss of seniority.

10.04 Seniority lists shall be maintained at all times by the Employer. Supervisors shall be supplied with updated seniority list for their component, and such seniority lists shall be made available to the Union as well.

10.05 Seniority shall govern an employee's access to work within a component, subject to the senior employee having the necessary skill and qualifications to perform the work.

10.06 Senior employees shall have access to available work and may displace a junior employee within their component provided they have the skill and ability to perform that work.

10.07 Senior employees shall maximize their weekly straight time hours subject to their skill, ability, and availability.

10.08 Seniority rights shall cease for an employee who:

- a) voluntarily quits the employ of the Employer;

- b) is discharged, and such discharge be not reversed through the Grievance Procedure;
- c) fails to report on the second (2<sup>nd</sup>) day following the expiration of a leave of absence;
- d) is laid off for a continuous period of more than nine (9) consecutive months.
- e) is unavailable for or declines six (6) offers of re-employment within a twelve (12) month period, beginning with first decline. Employees are required to provide a telephone number that they can be contacted for offers of work. If there is no answer or the employee declines the work offer it will be counted as part of the six (6) offers of re-employment.
- f) The Union and the Employer agree that loss of seniority for Flag Persons (also referred to as Traffic Control Persons) is governed by the provisions of Article 10.08 (e) of the Collective Agreement. Article 10.14 does not apply to Flag Persons.
- g) Whereas Flag Persons are generally on call employees, the term re-employment in Article 10.08 (e) is intended to have the broad plain meaning of a call to return or report to work. It need not be preceded by a termination employment.

10.09 When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer shall be guided by the following considerations:

- a) seniority standings of the employees within the entire workforce;

- b) ability of the employees to perform the work satisfactorily;
- c) the integrity of a work unit or crew.

The above considerations shall also guide the Employer when employees on layoff are recalled.

- 10.10 If an employee must be laid off due to lack of work at his regular starting place, he may be offered available work at another base of operations. Seniority will govern in choosing available employees provided that ability to perform the work is satisfactory. In such an event, no travelling time or mileage shall be payable. However, when an employee is instructed to report to work at another location, normal travel and mileage provisions apply.
- 10.11 Where possible, the Employer shall give one (1) weeks' notice of the need for a layoff to the Union and the employees to be laid off.
- 10.12 Any employee who voluntarily quits the employ of the Employer shall give one (1) weeks' notice to the Employer to enable the Employer to hire an adequate replacement.
- 10.13 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.
- 10.14 Any employee laid off and recalled for work must return within two (2) days when unemployed and within seven (7) days when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 10.15 Employees on layoff shall provide the Employer with current contact information (phone number and address), and update it as

necessary. Failure to update may result in termination if the Employer is thereby unable to recall employees on layoff as per Article 10.14.

- 10.16 The Employer will not be required to give notice of lay-off when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 10.17 The Union and the Employer agree that loss of seniority for Flag Persons (also referred to as Traffic Control Persons) is governed by the provisions of Article 10.08 (e) of the Collective Agreement. Article 10.14 does not apply to Flag Persons.
- 10.18 Whereas Flag Persons are generally on call employees, the term re-employment in Article 10.08 (e) is intended to have the broad plain meaning of a call to return or report to work. It need not be preceded by a termination of employment.

## **ARTICLE 11 – WORK OPPORTUNITY POSTINGS**

- 11.01 In order to provide information and potentially access to work in other areas, the Employer shall post, via a Memo for Posting, any work opportunities that may be available in other components.
- 11.02 In order to access work opportunities in other components, employees must indicate to the Employer, in writing, that they wish to be an applicant for job openings in other components.
- 11.03 Where there are senior qualified employees in other components who have indicated their wish to be an applicant as per Article 11.02, and who have the skill and ability to perform that work, their application will be given consideration prior to that of any new applicant, subject to the operational integrity of both crews.

## **ARTICLE 12 – CAREER SERVICES**

12.01 Further to Article 9.01, the parties agree that the Union’s Career Services department is to be utilized in maintaining a desirable and competent labour force.

### 12.02 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.

### 12.03 New Hires and Layoffs

The Employer will provide copies of all new hires and layoffs to the CLAC Kelowna office.

## **ARTICLE 13 – CLASSIFICATIONS AND RATES OF PAY**

13.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule “A.” It is understood and agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement. If there is a dispute the matter will be settled in accordance with the arbitration procedure set out in Article 27.

13.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates of pay for same shall be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. Should no agreement be reached, either party may refer the matter to arbitration in accordance with the provisions outlined in Article 27.

13.03 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.

13.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at their prevailing hourly rate provided the employees are qualified to perform the required work.

13.05 If the shortage of work is for a period longer than the day outlined in Article 13.04 above, the employee may be given the option to work in another classification, for which he is qualified, instead of being laid off, provided there is work available. The employee will be paid the rate for the new classification. This

will be recorded in writing, signed by the Employer, the employee and a Steward or Representative.

**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

**14.01 Hours of Work and Overtime**

The following work and overtime schedules may be utilized by the Employer with the mutual agreement of the parties within a particular division. Where there is no agreement, in the case of an existing division, the existing work schedule shall apply; in the case of a creation of a new component, the Employer may set either #1 (5/2 pattern), or #2 (4/3 pattern).

Work and Overtime Schedule

#	Days on	Days off	Hours per day	Daily overtime		Weekly overtime (excluding daily overtime)	
				1.5x after	2x after	1.5x after	2x after
1	5 days	2 days	8 hours	8 hours	11 hours	40 hours	48 hours
2	4 days	3 days	10 hours	10 hours	11 hours	40 hours	48 hours
3	4 days	4 days	11.5 hours	N/A	11.5 hours	40 hours*	48 hours*

\*averaged over an eight- (8) week shift cycle

By mutual agreement, schedules and shifts other than the above may be implemented at the local level, provided that they are based on an average forty (40) hour workweek, and that regular shifts do not exceed twelve (12) hours in length.

**14.02 Hours of Work – Flagging and Road Maintenance**

The flagging operations and the road maintenance operations are based on a seven- (7) day per week, twenty-four- (24) hour per

day availability requirement. The days of the workweek are not pre-scheduled as the nature of the work is an “on call” basis, as and when required; therefore workdays may vary within the workweek (Saturday – Friday), but will be subject to Article 14.01 above.

14.03 Overtime for Part-Time Employees

- a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his regular workday, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his regularly scheduled workdays, shall be paid at the rate of straight time for the days worked up to and including the normal workdays in the workweek of a full-time employee.
- c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

14.04 Overtime shall be offered to qualified employees at the jobsite in order of seniority and shall be assigned in inverse order of seniority.

14.05 There shall be two (2) rest periods (or coffee breaks), with pay, of ten (10) minutes’ duration each, daily, one in the forenoon and one in the afternoon. When possible, thirty (30) minutes shall be designated as a lunch period, without pay, approximately midway each shift. When no specific time is set aside, employees shall be allowed not less than fifteen (15) minutes to eat their lunch, during the Employer's time, without deduction of pay. The scheduling of coffee or lunch breaks shall be discussed prior to the start of a job.

- 14.06 Employees who are unable to report for work at the scheduled starting time shall notify either their immediate foreman, superintendent, or local office, in that order, one (1) hour before starting time. Unless the employee has a justifiable reason, failure to report as required may lead to disciplinary action.
- 14.07 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the Pre-Job Memorandum subject to Article 18.
- 14.08 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 14.09 Show-Up Time
- a) An employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours' pay at his prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay. The employee shall also receive his full accommodation allowance if and when applicable.
  - b) In the case of a camp, proper notification is at breakfast time and such notices are to be posted on the kitchen bulletin board.
- 14.10 Starting Work  
An employee who starts work and is prevented from completing his normal work day shall receive a minimum of four (4) hours'

pay at his prevailing hourly rate. The employee shall also receive his full accommodation allowance if and when applicable.

14.11 Call-Back

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

14.12 Saturday will be deemed the first day of the week.

**ARTICLE 15 - VACATION AND VACATION PAY**

15.01 Employees shall receive annual vacation pay calculated at six percent (6%) of their gross pay after completing their probationary period. Employees shall earn four percent (4%) during their probationary period. Employees who have completed seven (7) years of employment shall receive vacation pay of eight percent (8%) of gross wages.

15.02 The Employer will endeavour to grant vacations at the times requested, subject to operational requirements. As a guideline, employees with the longest service will have first choice of vacation time. Vacation weeks shall be taken consecutively unless the employee and the Employer agree to other arrangements.

15.03 The parties recognise that the availability to schedule vacations during the peak work period may result in some limits with respect to scheduling vacations.

**ARTICLE 16 – HOLIDAYS AND HOLIDAY PAY**

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

New Year's Day	B.C. Day
BC Family Day	Victoria Day
Good Friday	Labour Day
Canada Day	Remembrance Day
Thanksgiving Day	Boxing Day
Christmas Day	

Part time employees shall be paid a pro-rata amount calculated as follows:

Total number of straight-time hours worked in the previous four (4) weeks (including vacation time and statutory holidays) divided by the total number of days in a full-time work schedule for the same four (4) weeks.

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

16.02 Article 16.01 applies to employees who:

- a) have worked the regularly scheduled workday before and the regularly scheduled workday following the holiday; and
- b) have been employed for at least thirty (30) calendar days.

16.03 If an employee is required to work on one (1) of the above mentioned holidays for which he is entitled pay as per Articles 16.01 and 16.02, he shall be paid at the rate of one and one-half (1½) times the regular rate of pay in addition to his holiday pay.

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

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article. Employees will be entitled to receive an amount equal to four tenths of one percent (0.4%) of their gross earnings in lieu of each additional holiday.

16.05 Holiday pay shall be paid on each pay cheque.

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

## **ARTICLE 17 - TRANSPORTATION, TRAVEL, AND LIVING-OUT ALLOWANCE**

### 17.01 Daily Travel Allowance

The Employer shall, at his discretion:

- a) in the case of locally hired employees in all other divisions who daily commute to a project from their homes, either pay a vehicle allowance of forty cents (\$0.40) per kilometre for all distances beyond fifty (50) kilometres from the base of operations, or provide transportation to and from an agreed mandatory marshalling point;
- b) in the case of out-of-town employees who reside in temporary quarters, provide daily transportation to and from an agreed mandatory marshalling point, or pay an employee required to use his own vehicle an initial and final travel allowance of forty cents (\$0.40) per kilometre for the total distance to and from the project, or a mutually agreed upon flat rate. This is contingent on employees finding accommodations a reasonable distance from the project where possible.

## 17.02 Daily Travel Time

Daily travel time will be considered time worked when the employee is:

- a) travelling from a mandatory marshalling point to the jobsite and return;
- b) transporting equipment for the Employer;
- c) driving a vehicle for the Employer.

## 17.03 Initial and Final Travel Expenses

- a) Employees driving their own vehicle  
Initial and final travel expenses to and from out-of-town projects shall be paid by the Employer at the employee's normal straight time hourly rate for all time spent travelling (eighty [80] kilometres is equal to one [1] hour) where employees drive their own vehicles;
- b) Passenger in Vehicle  
Initial and final travel expenses to and from out-of-town projects shall be paid by the Employer at a rate of twenty five cents (\$0.25) per kilometre where employees are passengers in a vehicle;
- c) Public Transportation  
Initial and final travel expenses to and from out-of-town projects shall be paid by the Employer at the cost of public transportation where the employees use public transportation.
- d) Initial and Final Travel Expenses  
Employees who are required to use their personal vehicle, to transport flagging equipment or other employees to the job site shall receive forty cents (\$0.40) per kilometre.

17.04 Additional Travel Expenses

The Employer will pay for expenses that arise from tolls and ferries for daily, initial, and final travel, with the exception of expenses for local hires that occur within the fifty- (50) kilometre distance as defined in Articles 17.01(a) and 17.01(b).

17.05 Living Out Allowance

On all projects that require room and board, the Employer and the Union shall negotiate acceptable provisions prior to the start of the project. The Employer agrees to provide employees on travel status (that is, employees who are away from their residence and reside in temporary quarters) with adequate room and board, or negotiate a cash living out allowance of not less than one hundred (\$100.00) dollars per day.

17.06 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 then are transported to the job site or camp.

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.

**ARTICLE 18 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA**

- 18.01 a) If necessary, and as per Articles 2.04 and 14.07, a Project Specific Conference will be held to determine site-specific issues.
- b) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, and whenever possible prior to the completion of the bidding process, a Project Specific Conference will be held to determine all site-specific issues

as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

- c) A copy of the resulting Project Specific Memorandum will be provided to the Employer, the Union, and the job Steward(s).
- d) When hired on a specific job, employees will sign a copy of the Project Specific Memorandum, acknowledging that they have read, understood, and accept its terms and conditions.

## **ARTICLE 19 - UNION-MANAGEMENT COMMITTEE**

- 19.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled for each project once every three (3) months, or as required, during the life of this Agreement. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project. The areas for discussion may include, but need 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.

19.02 Employees attending the meetings during regular working hours will be entitled to their wages. In the event that such meetings are

held outside regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings.

- 19.03 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 20 - HEALTH AND SAFETY**

- 20.01 It is the intent of the parties to have working conditions that are safe and healthy.
- 20.02 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.
- 20.03 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- 20.04 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- 20.05 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.
- 20.06 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home within British

Columbia at no cost to the employee, provided the employee has medical approval to travel.

20.07 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.

20.08 Modified Work Programs

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

20.09 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 implement a Drug and Alcohol Policy that complies with current legislation.

20.10 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 21 – RETIREMENT SAVINGS PLANS**

### 21.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute one dollar (\$1.00) per hour for all hours worked by each employee to the Union-sponsored Group Retirement Savings Plan (“RSP”).
- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the Employer.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions.
- d) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees’ last address on record with the Union.

### 21.02 Retirement Plan Contribution Details

- a) The Employer will remit RSP contributions to the Union as outlined in Article 8.
- b) The Employer’s contributions to the RSP Plan will be non-refundable once received by the Union and will vest

immediately in the employee on whose behalf the deposit was made.

- c) The total amount of RSP contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase and RSP contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's RSP contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase and RSP contribution limits as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.
- d) The Union acknowledges and agrees that, other than remitting contributions to the RSP as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP or be responsible for providing such benefits.
- e) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions in Articles 21.01 a) and 21.02 a) will instead be paid on that employee's gross pay. This payment, in lieu of retirement plan contributions, will not be less than the amount that employee would have received if he were still contributing to a CLAC sponsored retirement plan.
- f) The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

## **ARTICLE 22 - HEALTH AND WELFARE PLAN**

- 22.01 The Employer agrees to pay the amount as set out in Article 22.05 for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 22.02 Employees are eligible to receive coverage in accordance with Article 22.01 on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the requisite enrolment forms, which are a condition of coverage.
- 22.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, (outlined in Schedule “B”) and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 22.04 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age seventy five (75), an amount equivalent to the contributions to the Insurance Plan as outlined in Article 22.05 will be paid to that employee, upon attainment of their seventy fifth (75<sup>th</sup>) birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if he were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

22.05 The Parties agree that the Health and Welfare Plan amounts are effective January first (1<sup>st</sup>) of each calendar year. On each anniversary date of this Agreement, the Union may present the requirements of funding, as directed by the Trustees of the CLAC Health and Welfare Trust Fund, to the Employers. Where such requirements do not exceed three percent (3%) per year cumulatively, the Employer will comply and increase its remittances accordingly. The Employer is saved harmless from Plan cost increases in excess of fifteen percent (15%) over the first five (5) year term of the Agreement. Notwithstanding the foregoing, the Union and the Employer agree to review the cost of the Health and Welfare Plan on or before the first (1<sup>st</sup>) day of May, two thousand and nineteen (2019). If no agreement is reached, the issue may be submitted to binding arbitration.

## **ARTICLE 23 – EDUCATION, TRAINING, AND PUBLICATION**

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

23.02 The parties shall equally bear the costs associated with printing and publication of the Agreement.

23.03 Employees who take courses, approved by the Employer for training or upgrading, at a recognized institution shall be paid one hundred percent (100%) of the course fee for regular attendance.

23.04 All mandatory training will be considered time worked.

## **ARTICLE 24- SAFETY BOOT ALLOWANCE**

24.01 The employer will provide an annual safety boot allowance of one hundred twenty five dollars (\$125.00) for all employees who have completed a minimum of one thousand (1,000) work hours annually. This allowance will be paid annually to employees on June first (1<sup>st</sup>) of each year.

## **ARTICLE 25 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

25.01 The Employer will grant leaves of absence without pay, not to exceed one (1) week unless time is mutually agreed upon. Operational and seasonal requirements of the Employer shall be considered when granting leave. Reason for leave must be for one of the following reasons:

- a) Marriage of the employee;
- b) Sickness of the employee or in the employee's immediate family;
- c) Birth or adoption of the employee's child;
- d) Union business, other than the establishment of this Agreement;
- e) Death of a family member not outlined in Article 25.02;
- f) Job related training; or
- g) Other personal reasons as approved by the Employer.

25.02 An employee will be granted a four (4) 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, or sister. An employee will be granted a one (1) 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 grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, or grandparent-in-law. 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.

- 25.03 Following a leave of absence, employees who fail to report back for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.
- 25.04 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 26 - GRIEVANCE PROCEDURE**

- 26.01 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.
- 26.02 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.
- 26.03 a) "Grievance" means a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

- b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. The grievors will be listed on the grievance form.
  - c) Policy Grievance
    - i) A Union "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative.
    - ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the Employer.
    - ii) Either party may submit a Policy Grievance directly to Arbitration under Article 27, 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.
- 26.04 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.

26.05 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.

26.06 Step 1

If a grievance is to be filed it will, within the seven (7) calendar days referred to in Article 26.04 above, be reduced to writing and will be presented to the other party's designated representative by the grieving party's designated representative. The party's representative receiving the grievance will notify the other party's representative of their decision in writing no later than seven (7) work days following the day upon which the grievance was received.

Step 2

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

## **ARTICLE 27– ARBITRATION**

- 27.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 27.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days of receiving the decision given at Step 2 of the Grievance Procedure.
- 27.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 27.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 27.05 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.
- 27.06 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.
- 27.07 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 26 and 27 where it appears that the default

was owing to a reliance upon the words or conduct of the other party.

- 27.08 An employee found to be wrongfully discharged or suspended will be reinstated with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 27.09 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.
- 27.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 27.11 The parties will equally bear the expense of the Arbitrator.
- 27.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 28 – WARNING, SUSPENSION AND DISCHARGE**

- 28.01 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.
- 28.02 An employee may be disciplined or discharged for just cause by the Employer. Just cause may include, but is not limited to:
- the refusal by an employee to abide by safety regulations;
  - the failure of an employee to report for work at the appointed time on a consistent and reliable basis;

- dishonesty, theft, insubordinate or antithetical behaviour;
- the use of alcohol or illegal drugs while on the Employer's premises or during regular working hours;
- reporting for work while under the influence of alcohol or illegal drugs, or the possession of such substances while on the job site;
- the refusal by the employee to abide by the requirements of the Employer's clients;
- the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices.

28.03 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:

(Note: It is agreed that Progressive discipline may not necessarily include all steps depending on the severity of the infraction.)

a) Step One: Verbal Warning

A disciplinary action that is intended to draw an employee's attention to his misconduct.

b) Step Two: Written Warning

A statement given to an employee by a delegated manager or supervisor outlining:

- the nature of the misconduct;
- the corrective action expected of the employee; and
- a description of the disciplinary action that may be taken if the misconduct continues.

c) Step Three: Suspension

An enforced, temporary removal of an employee from duty without pay.

- d) Final Step: Termination  
The enforced cessation of employment.

- 28.04 When the behaviour or performance of an employee calls for disciplinary action by the Employer, notice of the discipline shall be given by the delegated manager or supervisor in writing. The delegated manager or supervisor shall give a copy of the discipline notice to the appropriate Steward and Union Representative within twenty-four (24) hours of the discipline.
- 28.05 Whenever an employee signs any document pertaining to discipline, he does so only to acknowledge that he has been notified accordingly.
- 28.06 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 work days without a justifiable reason.

## **ARTICLE 29 – GENDER CLAUSE**

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

## **ARTICLE 30 – DURATION**

- 30.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of May two-thousand fourteen (2014), and shall remain in effect until the thirtieth (30<sup>th</sup>) day of April, two-thousand twenty four (2024), and 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.

30.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired Agreement. Until a new Agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

30.03 On or before March first (1<sup>st</sup>), two thousand nineteen (2019), the parties will meet to engage in a wage and benefit review process.

A wage and benefit review will consist of reviewing only the following items:

- Base Rates of Pay
- Vacation and Statutory Holiday percentage
- Health and Welfare Premium
- RSP percentage
- Education and Training Fund percentage
- Sections that relate to premiums and Dispatch rate
- Schedule “A” items

If the parties to the Agreement are unable to reach a settlement, any outstanding items may be submitted to binding arbitration.

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

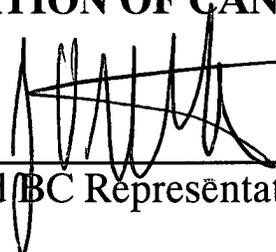
DATED at Merritt, BC, this 3rd day of SEPTEMBER, 2014.

**Signed on behalf of  
AEL, A DIVISION OF HMC  
SERVICES INC.**

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

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

**Signed on behalf of  
CONSTRUCTION AND ALLIED  
WORKERS' UNION, LOCAL 68,  
AFFILIATED WITH THE  
CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

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

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

**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES**

<b>Classification</b>	<b>Hourly Rate Effective May 1, 2014</b>	<b>Hourly Rate Effective May 1, 2015</b>	<b>Hourly Rate Effective May 1, 2016</b>	<b>Hourly Rate Effective May 1, 2017</b>	<b>Hourly Rate Effective May 1, 2018</b>
Trade Journeyman	\$31.36	\$31.83	\$32.31	\$32.80	\$33.29
Mechanic	\$31.36	\$31.83	\$32.31	\$32.80	\$33.29
Equipment Operators	\$25.39	\$25.77	\$26.15	\$26.54	\$26.94
Labourer (LBI)	\$15.77	\$16.01	\$16.25	\$16.49	\$16.74
TCP - train rate	\$12.06	\$12.24	\$12.42	\$12.61	\$12.80
*TCP (1)	\$13.28	\$13.48	\$13.68	\$13.88	\$14.09
*TCP (2) (1500 hours)	\$14.50	\$14.72	\$14.94	\$15.16	\$15.39
TCP Supervisor	\$16.00	\$16.24	\$16.48	\$16.73	\$16.98
Road Foreman 1	\$26.49	\$26.89	\$27.29	\$27.70	\$28.12
Road Foreman 2	\$27.46	\$27.87	\$28.29	\$28.71	\$29.14

Note: Wage Review will be held in 2019

\*Employees in this classification will be evaluated after their probation period to determine if they are fully qualified. A fully qualified flag person will have a valid flagging certificate and driver's license, and will be able to handle freeway work, single alternating traffic, set up a lane closure, and shadow a vehicle. If it is determined that an employee is not fully qualified, another evaluation shall occur after a time equivalent to the probation period. Current employees will not experience a reduction in their wages as a result of the transition to the start and fully qualified rates.

## SCHEDULE “A”

### GENERAL

1. a) First Aid Tickets  
Employees possessing valid first aid tickets, and designated by the Employer as First Aid Attendants, shall be paid according to the following table:  

Level 3	one dollar and twenty-five cents (\$1.25) per hour premium for all hours worked as a designated First Aid person.
Level 2	eighty-five cents (\$0.85) per hour premium for all hours worked.
  
- b) Holders of a valid First Aid Certificate may be the last persons laid off, subject to skill and ability to do the remaining work.
  
2. The Employer shall pay foremen a premium of one dollar (\$1.00) per hour on top of the highest hourly rate under his supervision. Premiums are payable only while foremen are actually responsible for a project.
  
3. Inexperienced operators, while training, may be paid the greater of their previous rate or one of the following minimum percentages of the full rate depending on their previous experience:  

Start	75%
After 6 months	85%
After 12 months	95%
After 18 months	100%

One (1) month is equivalent to one hundred sixty (160) hours worked.
  
4. Mechanic Apprenticeship while training, may be paid the greater of their previous rate or one of the following minimum percentages of the full rate depending on their previous experience:  

Start – 2 Years	70%
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Completion of third year	75%	
Completion of fourth year	85%	
Journeyman plus completion of hours		100%

5. Should any government legislation or regulation increase the wage rate or improve conditions, these rates and conditions shall automatically conform.
  
6. Dispatch Rate: A flat rate of fifty dollars (\$50.00) will be paid for all weekends and stat holidays that the employee has the dispatch phone. The Dispatch rate only applies to TCP Supervisors and relief supervisors. TCP Supervisor rate includes an expectation that a company phone will be carried after regular work hours.
  
7. Road Foreman 2 rate applies year round and includes expectation that company phone will be carried after regular work hours (DWK).

## **SCHEDULE “B”**

### **INSURANCE PLAN COVERAGE – GOLD PLUS PLAN**

(This Schedule does not form part of the collective agreement but is for information purposes only.)

- \$100,000.00 life insurance per employee under age 65; \$50,000.00 per employee between the ages of 65 and 75;
- \$100,000.00 A.D. & D. per employee under 65; \$50,000.00 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$2,000.00 per person annually
  - Comprehensive: 50% up to \$2,000.00 per person annually
  - Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- Optical insurance for employee and family:
  - under 21: \$300.00 per year
  - 21 and over: \$300.00 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Weekly indemnity insurance (to age 75) with 60% of earnings up to a maximum of \$600.00 per week, payable after the first day of accident or hospitalization and the 14<sup>th</sup> day of sickness, for a maximum of 119 days;
- Long term disability insurance with 60% of earnings, maximum of \$2,600.00 per month, payable after 119 days until age 65.
- Emergency Travel Assistance
- EFAP (Employee Family Assistance Program) through Ceridian LifeWorks

## **Benefit Plan - Frequently Asked Questions**

**1. When do my benefits start?**

*Your benefits start on the first day of the month following 350 hours worked.*

**2. What must I do to enroll?**

*You must make sure that your completed enrolment form is mailed to the CLAC Benefit Administration office. 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 you reached 350 hours worked in March, your benefit start date would be April 1, and 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 hours to the CLAC Benefit Administration Office, for the office to process these hours, 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 hours that qualify you for the benefit plan.*

**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 Sun Life with a completed claim form.*

**7. Can my dentist send claims directly to Sun Life?**

*Yes. Your dentist can submit your claims electronically to Sun Life.*

**8. Where do I get claim forms?**

- *your union steward*
- *CLAC's website, [www.clac.ca](http://www.clac.ca)*
- *the nearest CLAC office*
- *the CLAC Benefit Administration office: 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 from Sun Life 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 Benefit Administration office at 1-888-600-2522 to make sure you receive one.*

**11. How do I make a disability claim?**

*You must contact the CLAC Benefit Administration office 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 office 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 Benefit Administration office if you do not have a travel card.*

**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 Ceridian LifeWorks at 1-866-714-3129.*

## **RSP Questions**

- 1. Where is my CLAC Group RSP set up?**  
*Through the CLAC Retirement MemberCare centre with investment services through Great-West Life.*
- 2. How can I contact them?**  
*Contact CLAC Retirement MemberCare by phone at 1.800.210.0200 or via email at [retire@clac.ca](mailto:retire@clac.ca)*
- 3. How is my account established?**  
*Your account is opened once the CLAC Retirement MemberCare team has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.*
- 4. When is my account registered?**  
*Your account is registered once the CLAC Retirement MemberCare team receives your completed “Opening Your Plan” application form (included in your new employee package). Registration of the account enables the CLAC Retirement MemberCare team to issue a receipt for income tax purposes at the end of the year.*

***For more information on your CLAC Retirement Plans, visit [www.clac.ca](http://www.clac.ca) and log on to your Member Portal. (Click the “Access My Retirement Plans” button on the Retirement Plans tab).***

## PHONE • FAX NUMBERS

	<b>PHONE</b>	<b>FAX</b>
CLAC BC Offices		
<i>Fort St. John</i>	250-785-5005 800-331-2522	250-785-5006
<i>Kelowna</i>	250-868-9111 866-757-2522	250-868-9192
<i>Langley</i>	604-888-7220 800-331-2522	604-455-1565
<i>Prince George</i>	250-563-0081 800-331-2522	250-563-0083
Benefit Office (Western)	888-600-2522	780-451-3976
Benefit Office (Eastern)	800-463-2522	905-945-7200
BC Training	604-888-7220 800-331-2522	604-455-1565
CLAC Retirement MemberCare	800-210-0200	
Ceridian LifeWorks	866-714-3129	

## USEFUL WEBSITES

CLAC Offices, Programs	<a href="http://www.clac.ca">www.clac.ca</a>
WCB	<a href="http://www.WorkSafeBC.com">www.WorkSafeBC.com</a>

## Christian Labour Association of Canada

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Local 44, 56, 62, 66, 67, 68, 402 and 501

FORT ST. JOHN/  
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10504 100 Ave, Unit 210,  
Box 2  
Fort St. John, BC V1J 1Z2  
Tel: 250-785-5005  
Toll Free: 800-331-2522  
Fax: 250-785-5006  
fortstjohn@clac.ca

VANCOUVER/LOWER  
MAINLAND  
19955 81A Ave  
Langley, BC V2Y 0C7  
Tel: 604-888-7220  
Toll Free: 800-331-2522  
Fax: 604-455-1565  
langley@clac.ca

KELOWNA/SOUTHERN  
INTERIOR BC  
2040 Springfield Rd, Unit 105  
Kelowna, BC V1Y 9N7  
Tel: 250-868-9111  
Toll Free: 866-757-2522  
Fax: 250-868-9192  
kelowna@clac.ca

PRINCE GEORGE/  
CENTRAL INTERIOR BC  
1990 Ogilvie St, Unit 210  
Prince George, BC V2N 1X1  
Tel: 250-563-0081  
Toll Free: 800-331-2522  
Fax: 250-563-0083  
princegeorgeoffice@clac.ca

*Affiliated with the World Organization of Workers (WOW)*