

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**LOMAK BULK CARRIERS CORP.**

**AND**

**TRANSPORT, MARINE, WAREHOUSING AND ALLIED  
WORKERS UNION, CLAC LOCAL 66**

**Duration: September 1, 2023 – August 31, 2028**

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## COLLECTIVE AGREEMENT

### **BETWEEN**

**LOMAK BULK CARRIERS CORP.**

(hereinafter referred to as “the Employer”)

### **AND**

**TRANSPORT, MARINE, WAREHOUSING AND ALLIED  
WORKERS UNION, CLAC LOCAL 66**

(hereinafter referred to as “the Union”)

### ARTICLE 1 – PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:

- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto, and to stimulate consultation and co-operation;
- b) provide and develop working conditions and methods which enable employees to gain satisfaction from their work;
- c) provide an adequate income for all participants and maintain a proper return on investment to ensure the continued viability of the enterprise;
- d) provide needed services and beneficial products of high quality;

- e) establish an equitable procedure for the employees' promotion, transfer, layoff and recall, and the just and prompt settlement of grievances;
- f) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees in the bargaining unit as defined in Article 2.02, and/or as classified in Schedule “A” attached hereto and made part hereof.
- 2.02 This Agreement covers all employees and sublease operators of the Employer, including employees of sublease operators, in the bargaining unit as established in the certificate issued by the Provincial Labour Relations Board, and/or as classified in Schedule “A”, “B”, and “C”. Should any Employment Standards legislation or regulation vary conditions as defined in this Agreement, such minimal conditions, where more favourable, shall automatically apply.
- 2.03 Non-bargaining unit employees shall not do the work normally performed by members of the bargaining unit if such will cause layoff, reduction of normal hours or demotion of members of the bargaining unit. Exceptions may be made for emergency conditions or for the purpose of training or instruction. A further exception will be made for less than a bargaining unit

position's work performed by a Trip Supervisor when overall volume of work does not warrant a full time non-bargaining unit Supervisor.

- 2.04 The omission of specific mention in this Agreement of recognized rights and privileges, which have been or may be established by the Employer, shall not be construed to deprive the employees or the Union of such rights and privileges.
- 2.05 There shall be no revision, amendment or alteration of the bargaining unit as defined herein unless ordered by the Labour Relations Board, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.06 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.
- 2.07 The Union acknowledges that it is the function of the Employer to:
- a) manage the enterprise, including the scheduling of work and the control of materials, provided management exercises its rights in a manner that is consistent with the purpose and terms of this Agreement;

- b) maintain order, discipline, and efficiency, and to make, alter, and amend rules of conduct and procedure for employees provided that such rules are consistent with the purpose and terms of this Agreement;
- c) hire, direct, transfer, promote, layoff, suspend, and discharge provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim of unfair treatment by any employee will be subject to the Grievance Procedure.

2.08 Subject to Article 2.09, the Employer may contract out work where:

- a) the Employer does not possess the necessary facilities or equipment;
- b) the Employer does not have and/or cannot acquire the required man-power.

2.09 The Employer shall not subcontract any bargaining unit work covered by this Agreement if employees qualified to do the work are on layoff; if employees qualified to do the work must be laid off, transferred, demoted, or discharged as the result of the subcontracting out of work; or if other members of the Union qualified to do the work are available.

2.10 For the purpose of this Agreement:

- a) “Employee” means a member of the bargaining unit hired by the Employer to operate vehicles or equipment owned by

the Employer whether or not that person is paid an hourly rate, trip rate, or percentage of revenue rate.

- 2.11 It is understood and agreed that the wage rates and other provisions set out may be amended by mutual agreement between the Employer and the Union for specific projects in order to enable the Employer to compete with non-union and/or with specific union agreement rates.

### **ARTICLE 3 – UNION REPRESENTATION**

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

- a) The Union has the right to appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) 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.

- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission from the



Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.

- 3.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the Committee shall be paid by the Employer at the regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the employee concerned.
- 3.05 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.
- 3.06 There shall be no Union activity on Employer's time except that which is approved by the Employer or necessary for the processing of grievances, the administration and enforcement of this Agreement and to promote the maintenance and preservation of its bargaining rights.
- 3.07 Union Representatives shall have the right to visit at the location where Union members are employed.
- 3.08 The Employer shall provide bulletin boards for the use of the Union at appropriate locations on which notices may be posted relating to matters of interest to the Union and the bargaining unit members.

## **ARTICLE 4 – WORK STOPPAGES**

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

## **ARTICLE 5 – SCOPE**

- 5.01 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. Any Substitution will not be less than the legislative equivalent dictates.
- 5.02 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.

5.03 In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, the provisions of such benefit set out in the Act is deemed to be incorporated into this Collective Agreement. However, no such provision shall be incorporated where the provision(s) for the subject matter of that benefit prescribed in the Collective Agreement meets(s) or exceed(s) the benefit set out in the Act.

## **ARTICLE 6 – EMPLOYMENT POLICY AND UNION MEMBERSHIP**

6.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give preference in hiring to members of the Union, provided such applicants are qualified to meet the requirements of the work to be done.

6.02 Prior to initiating any hiring in the classifications covered by this Agreement, or in new classifications being created in the bargaining unit, the Employer shall first determine if there are any suitable employees on layoff who are qualified to do the work. If there are no employees who satisfy the criteria described above, the Employer shall contact the Union's office to inform the Union of the vacancies and allow the Union the opportunity of referring out-of-work members for consideration by the Employer. It is understood that the terms of this provision do not restrict the Employer's right under Article 2.07(c) except to the extent that the Employer will consider for employment out-of-work members of the Union referred to the Employer by the Union under this Article.

- 6.03 The Employer, have the right to hire new employees as needed provided that the Employer will not hire new employees while there are available employees on layoff qualified to do the work.
- 6.04 a) New employees will be hired on a three-(3) month probationary period. The Employer shall notify the Union in writing of the name, address, and classification of any employee at the time such employee commences employment. The Employer may extend an employee's probation by an additional three (3) months if they feel it is required. The Employers must first consult with the Union before extending an employees' probation period.
- b) Upon successfully completing the probationary period, seniority as defined in Article 14 shall be dated back to the date of the employee's most recent hiring.
- c) It is understood that there are certain circumstances where the Employer requires employees to perform defined tasks for a defined term. The parties agree that when such situations arise, the Employer shall contact the Union, advise the Union of the defined term and task the employee is required to perform and, where the parties mutually agree, such term and task employees shall not qualify for seniority rights under this Agreement.
- 6.05 Probationary employees are covered by this 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 arbitrary, discriminatory or in bad faith, and provided that the

employee has been properly notified of reasonable standards that they are expected to meet.

- 6.06 Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership or lack of it. The Employer agrees to inform new employees of the fact that a Collective Agreement is in effect and to introduce new employees to a Union Representative in order to provide an opportunity to acquaint such new employees with the Union's representation policies.

## **ARTICLE 7 – CLAC JOBS**

- 7.01 Further to Article 6.01, and subject to Article 2.07(c), the parties agree that the CLAC Jobs Team may be utilized in maintaining a desirable and competent labour force.

### 7.02 Prospective Hires

Upon request, the CLAC Jobs Team will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.

- 7.03 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations.

## **ARTICLE 8 – UNION DUES**

- 8.01 a) The Employer is authorized to and shall deduct monthly 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.

8.02 The Union will promptly notify the Employer, in writing over the signature of its designated officer, of the amount of the deduction to be made by the Employer for regular union dues and the Union shall save the Employer harmless for all such deductions.

8.03 a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.

- b) In addition to the above, this itemized list shall also contain the following for each employee:
- 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:
- Name
  - Address
  - Date of Birth
  - Telephone Number
  - Email Address
  - Social Insurance Number
  - Date of Hire
  - Classification including trade certificate number and apprenticeship level or year;
- d) All contributions and deductions pursuant to Article 17 Retirement Savings (RSP) and Pension Plans, shall be remitted together with and in the manner described for Union dues, as set out here in Article 8.

## **ARTICLE 9 – UNION REMITTANCES**

- 9.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 8, 16, and 17 each month, by the fifteenth (15th) of the month following the deduction together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 9.02 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then correct the error within a timeframe agreed to by the Union.
- 9.03 Further to Article 9.02, if the Employer continues to be delinquent in its remittance to the Union, the Employer shall pay

interest to the Union and its various Funds, as the case may be, at one percent (1%) per month on the amount owing.

- 9.04 If the Employer satisfies all its obligations under Articles 9.01, 9.02 and 9.03 relating to Articles 8, 16, and 17 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

## **ARTICLE 10 – WAGE RATES OF PAY AND DISPATCH PROCEDURE**

- 10.01 Wage schedules applicable to various job classifications are as set forth in Schedules “A”, “B”, and “C” and attached hereto and made part hereof.
- 10.02 Additional classifications and rates may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, which shall be subject to negotiation between the Employer and the Union. Failure to reach agreement shall be subject to the Grievance Procedure.
- 10.03 An employee reporting to work in the usual manner, who is prevented from starting work due to the Employer cancelling their shift, shall be entitled to two (2) hours reporting pay, or four (4) hours reporting pay if the scheduled shift was to be greater than eight (8) hours. (If the employee is recalled at any time prior to their next regularly scheduled shift, they will be entitled to the foregoing reporting pay in addition to any hours worked.) If an employee begins work, they shall be entitled to a minimum of four (4) hours work or pay in lieu thereof.
- 10.04 All employees shall be paid bi-weekly, and subject to ability of the payroll firm, each pay stub will show information regarding:



trips, wait times, vacation pay, stat holiday pay. If there's a discrepancy in pay, an employee will be able to review their pay with the Terminal Manager.

- 10.05 Employees shall be notified of any changes or adjustments made to their pay prior to payday. Any issues or concerns arising out of such changes will be subject to the grievance procedure.
- 10.06 In the event that the Employer purchases additional trucks, such newly acquired equipment shall be assigned by the Employer taking into account the efficiency of operations.
- 10.07 Employees shall be dispatched in accordance with rules agreed upon by the Employer and the Union. The parties shall be guided by the principle that available working hours are to be shared among all employees in an equitable manner.

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

- 11.01 The regular workweek for employees shall be forty (40) hours, Monday to Saturday, unless otherwise specified in Schedules "A"- "C".
- 11.02 Employees may, by mutual agreement with the Employer, complete their forty (40) hour work week Saturday, before noon, at regular hourly rates of pay.
- 11.03 a) The Employer shall offer the opportunity for overtime work in the order of seniority. In the event that no employee volunteers for overtime work, the Employer shall be entitled to assign such work to the junior available employees who have the ability to perform the work required. Employee in

the lane gets the first right of refusal for extra work then would go to the qualified senior employee.

- b) Every employee shall have a break, as outlined by DOT regulations, after a full shift before being called out for another trip.

11.04 There shall be a fifteen (15) minute rest period, with pay, during each half of the shift.

11.05 Each employee shall take an unpaid meal break of one-half (½) hour after the first four (4) hours of the shift and before working beyond five (5) hours.

11.06 When Trip Rates are established such shall be done in consultation with, and the agreement of, the Union Bargaining Committee. Management and the Union Bargaining Committee shall mutually agree to the Trip Rates and if no agreement can be reached the matter shall be determined by binding Arbitration. Trip rates shall be deemed to include all monetary payments in the form of hourly rates and/or premiums, compensation for paid break times, and for greater clarity, but without limitation are deemed to include all wages and premium payments required by Articles 10 and 11 of the Agreement, that is, there shall be no payment made re: Articles 10 or 11 beyond the Trip Rates as established. All hours worked as defined under Schedule B, C, and D, shall be deemed inclusive of Overtime. The Company and Union have determined that the trip rates meet or exceed the Overtime provision of Article 37.31 of the ESA Regulations

11.07 Drivers at the Prince George terminal may request in writing to bank trips with payroll. A written request must be made to withdraw any banked trips. All requests to be paid out will only be paid on a regular pay period. Trips can only be banked to a maximum of one (1) year.

Shop employees at the Prince George terminal may request in writing to bank overtime hours with payroll. A written request must be made to withdraw any banked hours. All requests to be paid out will only be paid on a regular pay period. Banked hours can only be banked to a maximum of one (1) year.

## **ARTICLE 12 – VACATIONS**

12.01(January 1st to December 31st) For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the Parties agree that current employees or when an employee begins employment, their vacation allotment for the year shall be allotted on January 1st.

In the event that an employee will reach a new vacation milestone as laid out in Article 12.01, they shall begin receiving the new milestones allotment on January 1st of the year in which they will reach the new milestone.

In the event an employee leaves the employ of the Employer prior to reaching the milestone they have been receiving pay for in advance, the employer reserves the right to deduct that pay from their final pay.

12.02 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings (inclusive of statutory holiday pay and any Overtime/Premiums that may apply):

- after one (1) year of service -- two (2) weeks' vacation with pay at four percent (4%);
- after three (3) years of service -- three (3) weeks' vacation with pay at six percent (6%).
- after six (6) years of service – three and one-half (3.5) weeks' vacation at seven-and one-half percent (7.5%)
- after nine (9) years of service – four (4) weeks' vacation with pay at nine percent (9%).
- after fourteen (14) years of service – five (5) weeks' vacation with pay at eleven percent (11%).
- after twenty (20) years of service – six (6) weeks' vacation with pay at thirteen percent (13%).
- after twenty-five (25) years of service – six (6) weeks' vacation with pay at fourteen percent (14%)

12.03 Employees shall take no more than two (2) weeks' vacation during July and August. Additional weeks may be taken at such time as mutually agreed upon by the employee and the Employer. It is agreed that the number of employees able to receive approved vacation time during July and August shall be:

- a) Eight percent (8%) of all active PG Chip Drivers. It is agreed that requests for 1-week blocks of vacation will be granted first before single vacation days are awarded during July and August only. A "block" of vacation shall be considered

Monday to Friday. For those drivers on a four-on-four-off schedule, a week of vacation shall be considered four (4) days.

- b) Eight percent (8%) of all active PG Log Drivers. It is agreed that requests for 1-week blocks of vacation will be granted first before single vacation days are awarded during July and August only. A “block” of vacation shall be considered Monday to Friday
- c) The Employer will endeavour to allow more than two (2) PG Shop Employees to be off at the same time during July and August should it be possible to provide adequate coverage of said approval. The Union and the Employer agree to meet to review should there be significant permanent changes to the composition of the bargaining unit in each branch/division.

12.04 The following shall be considered as days actually worked for determining vacations for an employee after one (1) continuous year of employment:

- a) absence on Workers Compensation up to a period of two (2) years, provided the employee returns to their employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to their employment. The Employer shall have the right to require a certificate from a qualified medical practitioner;

c) any other absence with pay duly approved by the Employer in writing.

12.05 In the event of a public holiday falling on an employee's annual vacation time off, such employee shall reduce the number of vacation days required to cover the time by the number of public holidays that fall within.

12.06 Requests shall be submitted between October first (1<sup>st</sup>) and November thirtieth (30<sup>th</sup>). Dispatch to review submitted requests between December first (1<sup>st</sup>) and December thirty-first (31<sup>st</sup>). Vacation times shall be granted by seniority so that preferred times shall be granted to those with the greatest seniority should there be a conflict. The seniority list used will be the company seniority list. The final Vacation Schedule shall be posted by the Employer no later than the first (1<sup>st</sup>) of January of each calendar year. The final Vacation Schedule shall serve as written confirmation to those scheduled and shall not be changed by the Employer. Any vacations not scheduled in this manner shall be granted on a first come first served basis. In such cases the employee shall give at least two (2) weeks' notice of the vacation request and the Employer shall confirm if the request is granted, in writing, within seven (7) days of the receipt of the request. If the Employer does not respond within the seven (7) days the employee may act as if the request had been granted. If the request cannot be granted the Employer and the employee shall meet to come to a mutually agreeable vacation time.

12.07 All payments of vacation pay will be paid out on each pay. Employees have the option to provide a secondary bank account for the vacation funds to be allocated into.

## **ARTICLE 13 – HOLIDAYS**

13.01 The Employer agrees to observe the following twelve (12) statutory holidays:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

**NOTE:** The Employer agrees to observe the following statutory holidays as days off for those Drivers working on a four and four (4 X 4) schedule:

New Years day	Christmas Day
Remembrance Day	Boxing Day

The Employer will pay the full time Drivers at the Prince George division ten and a half (10 1/2) hours for each statutory holiday.

The Employer will pay the Shop employees at the Prince George division as per Schedule "C"

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

13.02 Article 13.01 applies only to employees who have attained regular employment status and who have worked the last regularly scheduled workday immediately preceding and the first

regularly scheduled workday immediately following the holiday, provided that the qualifying days are within fifteen (15) calendar days of the holiday in question. If an employee is absent on either of the qualifying days with the permission of the Employer, the holiday shall be paid. Employees who are sick for either of the qualifying days shall have to provide a doctor's note at the Employer's request for the absence to be eligible for pay.

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

13.04 In the event of a statutory holiday falling on a Tuesday, Wednesday, or Thursday, and where the Employer and the Union mutually agree, the said holiday may be observed the preceding Monday or following Friday.

13.05 Part-time employees shall receive payment for statutory holidays proportionate to their actual time worked calculated on the basis of the four (4) calendar weeks preceding the holiday.

## **ARTICLE 14 – SENIORITY, LAYOFF, AND PROMOTIONS**

14.01 Seniority is defined as an employee's length of service in the bargaining unit and shall be applied on a division/branch basis. 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. Other



things being equal, seniority shall be applied in determining preference for job postings, promotions, shifts and preferred hours, transfers, demotions, layoffs, recall, vacation and as set out in other provisions of this Agreement.

14.02 The Employer shall maintain up-to-date seniority lists. A copy of such a list will be provided to the Union in order for it to ascertain the seniority status of an employee within its jurisdiction.

14.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates their employment;
- b) is discharged, and which discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) is absent without leave for a period of three (3) days and fails to contact the Employer with a reasonable excuse.

14.04 When the Employer deems it necessary to reduce the work force, they shall inform the Union of the need for layoffs. When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer shall determine the order of layoff and in doing so shall be guided by the following considerations:

- a) seniority;

b) ability of the employees to perform the work;

Laid off employees shall be recalled in the inverse order in which they were laid off unless the parties agree otherwise.

If there is a reduction of work or a cancellation of a trip of less than two (2) weeks duration the Employer shall attempt to schedule the employee affected in such a way that there will be a minimal reduction in income for the period. If the reduction of work is expected to be, or is of a longer period than two (2) weeks, the employees so affected will be allowed to bump in to the second choice on the bid sheet; or if this is not available then the third choice and so on. When the work reduction comes to an end the employees affected will be returned to their original positions on the bid sheet.

14.05 The Employer shall, whenever possible, give two (2) weeks' notice of layoff or termination to all employees who have attained seniority status. Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire adequate replacements. Notice as required by this Article may be varied by agreement or if emergencies arise.

14.06 Employees who have completed three (3) consecutive months of continuous employment by the Employer, except where terminated for cause or have quit, shall receive:

- After three consecutive months of employment – one week's pay;
- After 12 consecutive months of employment – two weeks' pay;

- After three consecutive years – three weeks’ pay, plus one week’s pay for each additional year of employment to a maximum of eight weeks.

A week’s pay is calculated by:

- Totaling the employee’s wages, excluding overtime, earned in the last eight weeks in which the employee worked normal or average hours; and
- Dividing the total by eight.

14.07 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within three (3) workdays after the layoff took place.

14.08 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

14.09 The Employer shall post in a conspicuous place, for a minimum of three (3) workdays, notice of all vacant positions, new positions, and promotions. Any employee of the Employer covered by this Agreement may apply for such vacant or new position. Seniority shall prevail in the award of new jobs, newly established trips, or filling of vacancies, provided the employee demonstrates ability to do the work. Preferred shifts or trips shall be assigned to senior employees.

All trips at the Prince George division shall be up for posting annually. All such postings shall include a full description of the trip, how many trips per shift, the established time for each trip,

the trip rate, and whether day or night shifts are a factor. Trips are to be awarded to the applicants with the most seniority. Further, all new postings shall include the above information.

In the instance where any new hauls are added or a substantial change is made to the existing hauls, to the seniority list, or an addition of other trucks, the Employer will allow for the reposting and rebidding (as outlined in this agreement) of any effected employees (within a two week period).

#### 14.10 Logging Division and Bidding Process

If a new logging haul run becomes available, the job will be posted as per Article 14.09. This will be posted separately from the chip hauling division runs. Preference will be given to applicants with the most experience in logging. There will also be an aptitude evaluation done by the Employer.

- a) Runs in the logging division will be bid separate from the chip haul division runs, and will be awarded on a permanent, long-term basis. The length will be a minimum of one year. There will be no ability to bump a current log haul driver. Log hauling runs will be awarded based on experience and availability of runs. Seniority will be frozen in place on the chip hauling division's side until the employee bids back into chip hauling. If an Employee stays in the log haul bid until the end of the log hauling contract, they will have the ability to bid into the chip hauling with fully accrued (not frozen) seniority.
- b) Seniority for the logging division starts when the Employee has successfully passed a 3-week probation period. If an Employee does not pass the probationary period, they will

be able to bid back into the chip hauling division utilizing their frozen seniority.

- c) In the event there is no interest from qualified candidates, the Employer can hire external applicants. New hires will form part of the bargaining unit and will serve the 3-month probationary period as stipulated in Article 6.04.

14.11 The parties agree that in circumstances where an employee transfers from one division/branch of the Employer's operation to another division/branch, the Employer will recognize that employee's length of service with the Employer for the purposes of calculating all benefits under this Agreement save and except the determination of the employee's seniority standing in the employee's new division/ branch.

## **ARTICLE 15 – JURY DUTY**

15.01 It is agreed that the Employer shall compensate employees for the difference between the hourly rate stipulated in Schedules "A", "B", and "C", and payment received while performing Jury Duty or while serving as a subpoenaed witness in a Court Action or Coroner's Inquest other than where the employee is a defendant or complainant, to a maximum of two (2) weeks' pay.

## **ARTICLE 16 – BENEFIT PLAN**

16.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay eighty-five percent (85%) of the monthly cost of the Benefit Plan administered by the Union Health and Welfare Trust Fund. The Employer shall remit premiums to the Benefit Trust Fund for all

eligible Employees once a month, for the insurance coverage outlined herein, subject to the conditions stated in the insurance policies. The monthly costs are due by the 25<sup>th</sup> of each month.

- 16.02 Employees are eligible to receive coverage on the first day of the month following completion of two (2) months of employment. The company will send in monies equal to one month of premiums to activate coverage. Premiums are due by the 25<sup>th</sup> of the month to commence coverage for the following month.
- 16.03 The Employer is authorized to and shall deduct from each employee's pay, the employee's contribution toward all Benefit premiums.
- 16.04 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of 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.
- 16.05 The Employer agrees to continue to pay premiums and maintain insurance coverage herein provided as follows:
- a) in the event of a layoff, to the end of the month following the month the employee is laid off;
  - b) in the event of non-compensable sickness or accident, to the end of the third (3<sup>rd</sup>) month following the month first (1<sup>st</sup>) incapacitated;

- c) in the event of compensable sickness or accident (WCB), until the employee returns to work or the WCB determines that the employee will not be able to return to work, but in no case less than twelve (12) months from the date of injury.

16.06 In the event an employee is not eligible, for medical reasons, to be enrolled in a plan, the Employer shall pay the employee the equivalent of the monthly premiums.

16.07 Health Care Spending Account

The Employer will administer a Health Care Spending Account for all Employees who have completed their probationary term. The HCSA will follow the guidelines as per the CRA. An annual amount of four hundred dollars (\$400) will be available each year, which will reset the following Calendar year in the first payroll date in January. This amount will be prorated for those who are in their first year of employment.

## **ARTICLE 17 – RETIREMENT SAVINGS (RSP) AND PENSION PLANS**

17.01 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 after completion of Probation.

- c) Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer.
- d) The Employer agrees to contribute the Group RSP amount set out in the applicable Wage Schedule, for each employee, based on the employee's base wages for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.
- e) The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary employee RSP contributions. 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.

#### 17.02 Pension

- a) The CLAC Pension Plan ("the Plan"), a registered defined contribution pension plan governed by the CLAC Pension Plan Board of Trustees, applies to all employees covered by this Collective Agreement.
- b) New employees will immediately be eligible for the Plan upon completion of Probation.
- c) The Employer agrees to contribute the pension amount set out in the applicable Wage Schedule, for each employee who makes a contribution to the Plan, based on the employee's base wages for all hours worked. This



contribution will be remitted to the applicable CLAC Remittance Team.

- d) The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary employee pension contributions. 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.

#### 17.03 Retirement plans 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 plans will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.
- b) Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions outlined in the applicable wage schedules will be paid to that employee on each paycheque starting the first pay period after September 1<sup>st</sup> 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 do not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the employee.
- d) An employee on an approved legislated leave of absence has the option of continuing their employee retirement contribution while on leave and if they do so, the Employer has an obligation to continue the matching provision if applicable.
- e) 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.
- f) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 17.03(e), 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.

- g) 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.
- h) 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.
- i) The Employer agrees to provide the CLAC Remittance Team, upon the first remittance, with the full name, date of birth, social insurance number and current address of all employees and DSP's on whose behalf contributions are being remitted. The Employer will indicate all the DSP's as such on the remittance. The Employer further agrees to inform the Union of any changes in the above employee information.
- j) As a matter of convenience, the Employer agrees that for those individuals who have incorporated Direct Service Provider corporations (the "DSP"), but for whom the Union is the bargaining agent, the Employer shall directly remit to the RSP and Pension Plans any and all amounts that the

Employer is required to pay to the DSP in lieu of contributions to the RSP or Pension Plan. In so doing, the Employer is acting as paying agent on behalf of the DSP and is not making such remittances on its own behalf.

- k) By remitting funds to the RSP and Pension Plans for the DSP, the Employer is warranting that the DSP has been properly constituted to comply with applicable law. If the Union or Employer discovers that the DSP has not been properly constituted for purposes of applicable law, the RSP and Pension Plans will take the necessary steps to reclassify the contributions to the Plans.
- l) The DSP shall be responsible for completing the appropriate annual tax reports for its employees and for ensuring their RSP or Pension Plan contribution amounts do not exceed the applicable annual money purchase limits as set out in the Income Tax Act.

## **ARTICLE 18 – LEAVES OF ABSENCE**

### **18.01 Personal Illness and Injury Leave:**

Employees will be entitled to five (5) paid days and three (3) days unpaid days of personal illness and injury leave per year, resetting January first (1<sup>st</sup>) each year, to take effect on the first payroll of the year.

**Note:** Drivers on trip rates will be compensated at ten and one half (10 ½) hours for each paid leave day.

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

18.02 a) The Employer may grant leaves of absence, without pay and without loss of seniority rights, for the following reasons for a maximum of one (1) month: marriage; and sickness (in addition to ESA's Compassionate care leave and Critical illness or injury leave) or death (in addition to ESA's Bereavement leave and Leave respecting death of child) in the immediate family. Permission for such leaves will not be unreasonably withheld.

b) Additional leaves may be granted by the Employer, without pay and without loss of seniority rights, for a maximum period of three (3) months.

18.03 The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.

18.04 An employee is entitled to a paid leave of absence of up to 3 days to grieve, attend a funeral, and take care of issues relating to the death of a member of their "immediate family".

"Immediate family"

Under Section.1 of the Act "immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents, and step-children, and same

sex partners and their children as long as they live with the employee as a member of the employee's family

## **ARTICLE 19 – ACCIDENTS**

19.01 In the event an employee meets with a compensable time loss accident on the job, the Employer shall pay the employee their normal earnings for the entire shift, regardless of actual hours worked. The benefit herein provided will be reduced by the amount payable under any group insurance or compensation scheme.

## **ARTICLE 20 – EMPLOYER RESPONSIBILITY FOR COMPLIANCE WITH LEGISLATION**

20.01 If an employee is charged with an infraction of any legislation or by-law enacted by any level of government and that infraction occurs as a result of non-compliance of such regulations by the Employer, the Employer shall reimburse the employee the full amount of any fines levied in connection with the infraction. The employee shall do all within their power to ensure that their load is in compliance with regulations. If the Employer orders the employee to proceed, the Employer shall assume responsibility for any infraction incurred if a load or vehicle proves to be in violation of any regulations about which the employee has questioned the Employer.

## **ARTICLE 21 – HARASSMENT**

### 21.01 Human Rights Code

The parties agree that the Employer is bound by all provisions of applicable provincial and federal Human Rights Acts.

## 21.02 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.

- a) The Parties agree that all complaints will be thoroughly investigated and that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- b) Harassment is defined as deliberate actions, that ought reasonably be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction for a criminal or summary offence unrelated to employment.
- c) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course of the employment relationship.

## **ARTICLE 22 – SAFETY CONDITIONS AND EQUIPMENT REPAIRS**

22.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.

- 22.02 The employees shall appoint a safety captain from among themselves, whose duties it shall be to foster a safety-oriented attitude among the employees and to report to the Employer any safety matters which the employee notices or which are brought to the employees attention.
- 22.03 The Employer shall supply tablets in each truck on which employees can note, at the end of each shift or trip through a pre or post trip form, safety defects and other data relating to the functioning of the equipment. Such online forms shall provide a statement of the problem or condition which requires action, as well as for the comments and signatures of the service person that performs the work.
- 22.04 The Employer is responsible to direct the repairs as necessary to conform with the safe and efficient operation of the equipment. No employee shall be required to use equipment that they consider unsafe.

### **ARTICLE 23 – TWO-WAY RADIO COMMUNICATIONS**

- 23.01 The two-way radio system is to be used for business purposes only. It is a disciplinary offence for employees to utilise the two-way radio system for personal matters or other matters unrelated to the Employer's business.
- 23.02 There shall be no disciplinary discussion between the Employer and the employee over the two-way radio system. The Union in no way wishes to diminish the usefulness of the radio and the Employer may convey information, instructions, or request employees to refrain from certain actions. However, if an employee is to be reprimanded as the result of an action, such



discipline shall be conducted during a personal discussion directly between the Employer and the employee concerned.

23.03 There shall be no abuse directed toward the employees, the Employer or their representatives by the employees on the radio.

## **ARTICLE 24 – UNION-MANAGEMENT COMMITTEE**

- 24.01 a) The Employer and the Union agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The Union will endeavour to be on site for these meetings whenever possible. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:
- i) hiring policies;
  - ii) discipline and discharge policies;
  - iii) training and promotion;
  - iv) safety measures;
  - v) matters that affect the working conditions of the employees.
- b) The Employer and the Union shall each appoint two (2) representatives to the Union-Management Committee. The Minutes shall record the business of each meeting and a copy shall be posted on the Union board within five (5) business days.

## **ARTICLE 25 – TRAINING**

- 25.01 The Employer will pay for coursework and materials associated with apprenticeship training for all approved schoolwork. Approval for time to go to school will not be unreasonably withheld.
- 25.02 The Employer will formulate a plan that allows for fair and equitable access to apprenticeship training for eligible employees.
- 25.03 The Union and Employer agree to form a training committee made up of representatives from Management, Bargaining Unit employees, and the Union to identify and plan for appropriate training for shop employees. The Committee will be made up of equal numbers of members from Management and Bargaining Unit employees, and at least one Union Representative. The committee's work will be reviewed during Union Management Meetings.

## **ARTICLE 26 – GRIEVANCE PROCEDURE**

- 26.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.
- 26.02 INFORMAL PROCEDURE – 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.

- 26.03 The parties to this Agreement recognize that the Union Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 26.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 26.05 A “Policy Grievance” is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to Arbitration under Article 27, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer’s Policy Grievance, by the Employer or the Employer representative.
- 26.06 A “Group Grievance” is defined as a single grievance signed by a Steward or Union Representative on behalf of a group of employees who have the same complaint except those grievances of a disciplinary nature. A group grievance must be

dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.

26.07 Step 1

A grievance shall be submitted in writing to the Employer within seven (7) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

26.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

**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 after 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 meet in an 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 upon 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 by email. 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 the Arbitrator is satisfied 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 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.
- 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 is, in the Arbitrator's opinion, 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 their decision or interpretation consistent with the provisions of this Agreement.

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

- 28.01 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such reprimand shall be in writing and the Employer shall immediately forward a copy to a Steward or to the offices of the Union. The Employer shall interview the employee in the presence of a Steward or Union Representative unless the employee refuses this right. The refusal must come from the employee to the Steward or Union Representative in person or where agreed by all parties over the phone.

- 28.02 An employee may be suspended or discharged for proper cause by the Employer. A written notification, describing the nature of the case and the extent of the discipline, shall be forwarded to the Union's provincial office. Within five (5) workdays following the 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. No employee shall be discharged or suspended without there first being a meeting with the employee in the presence of a Union Steward or a Union Representative.
- 28.03 Employees may, during the regular office hours, have access to their personnel file as kept by the Employer.

## **ARTICLE 29 – DURATION**

- 29.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of September, two thousand and twenty-three (2023) and shall remain in effect to and including the thirty first (31<sup>st</sup>) day of August, two thousand and twenty-eight (2028), and for further periods of one (1) year, unless notice in writing is given by either party of the desire to cancel, change, or amend any of the provisions contained herein within four (4) months immediately preceding the date of expiry of the Agreement. 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.

29.02 Notwithstanding Article 29.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until a renewal agreement is reached or until mediation procedures have been exhausted.

**DATED** at \_\_\_\_\_, B.C., this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Signed** on behalf of  
**LOMAK BULK  
CARRIERS CORP.**

**Signed** on behalf of  
**TRANSPORT, MARINE,  
WAREHOUSING AND ALLIED  
WORKERS UNION, CLAC LOCAL 66**

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

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

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

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

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



## SCHEDULE "A" – ALL DIVISIONS

### 1. CALENDAR YEAR RESET

It is understood that any clause resetting every calendar year will take effect in the first payroll date in January of each year.

### 2. ACCESS TO PERSONAL FILES

The Employer shall make available to employees access to their personal file during regular office hours upon reasonable notice of this request and given a time for review that will not disrupt the flow of work. An Employer representative and/or a Steward may be present when the employee examines the file.

### 3. DEFINITIONS OF EMPLOYEES

- a) Permanent Employee is an employee, other than a casual, temporary, or seasonal employee, who has been confirmed in an established, on-going position after successfully completing the probationary period or trial period as applicable.
- b) Full-Time Employee is any employee, other than a casual, temporary, or seasonal employee, who normally and regularly works a minimum of seven (7) hours per day and thirty-five (35) hours per week.
- c) Part-Time Employee is any employee, other than a casual, temporary or seasonal employee, who does not normally and regularly work full-time hours.
- d) Temporary Employee is any employee hired for a term specific period. The employee will be advised of the duration of the appointment, at the time of hire, which will not exceed four (4) calendar months, except in the case of a

medical or pregnancy/parental leave coverage where the term specific period of employment will be until such time as the incumbent returns to work. The Employer will keep the Union apprised of any changes to the length of the medical or pregnancy/parental leave coverage.

- i) Duration of temporary assignments exceeding four (4) consecutive calendar months (other than medical or pregnancy/parental leave coverage) will require consent of the Union, which will not be unreasonably withheld. In the event the duration of employment exceeds four (4) consecutive calendar months without Union consent, except for medical or pregnancy/parental leave coverage which is not covered by subsection (i), the employee shall be deemed a permanent employee, provided the probationary period has been (or will be) successfully completed. Seniority shall be effective from the original date of hire.
  
- e) Casual Employee is an employee who works sixteen (16) or fewer hours per week or sixty-four (64) or fewer hours per month.
  - i) The selection of individuals to be employed under this category will be at the discretion of management. There will be no guarantee of hire to any applicant under this understanding.
  
  - ii) Employees hired under this categorization of “casual” will be considered regular employees, however, will not accrue seniority in the same manner as full-time employees. Employees hired under this category will

be eligible to apply on the job postings process, however, casual workers will have a separate seniority list, and if posting successfully into a full-time position, will be placed at the bottom of the full-time seniority list. Such placement at the bottom of the full-time seniority list shall not negatively affect the employee's rate of pay. Casual work employees may be assigned to work based on customer requirements.

- iii) Casual employees may be assigned to any available lane as required by Lomak, subject to their communicated availability.
- iv) Wages will be paid in accordance with Article 10.01; Schedule B, of the Collective Agreement and associated job classification.
- v) Casual employees shall be eligible for statutory holiday pay once they have been employed for 30 calendar days before the statutory holiday AND have worked or earned wages on 15 of the 30 days immediately before the statutory holiday. Employees shall be paid at least the average hours worked in a day, but no more than ten (10) hours for each statutory holiday.
- vi) Casual employees will be paid out 4% vacation pay on gross wages per pay (including OT, vacation and stat pay). Casual employees who have worked more than three (3) consecutive years with the company will accrue 6% gross.

- vii) Casual employees will not be entitled to Health and Welfare benefit coverage with Lomak.
  - viii) Casual employees will not be entitled to participate in the RSP Program.
  - ix) Casual employees may be entitled to severance pay in the event of a permanent terminal closure. Employees who have provided their availability and worked for the Employer in the last six (6) months preceding a terminal closure will be paid as per entitlements outlined in the BC Employment Standards Act.
- f) Seasonal Employee is an employee hired for a limited time period. The employee will be advised of the duration of the appointment, which shall not exceed six (6) calendar months, unless otherwise agreed to, in writing by both parties of this Agreement.
- g) Probationary Employee is a newly hired employee who is serving their probationary period.
4. Overnight Trips  
The company (Lomak Bulk Carriers Corp.) will pay for the cost incurred for a reasonable hotel rate as well as pay fifty dollars (\$50.00) for LOA.
5. Driver Trainers will make a minimum of their earnable days run rates plus a premium of fifty-five dollars (\$55.00).
6. The Employer agrees to pay the cost of medical examinations when such are required by the government to a maximum of \$200 dollars.

7. Safety

All designated Safety Representatives will be paid straight time for time spent in Joint Health and Safety Meetings.

8. Work Wear

The employer shall pay a “work wear” allowance of up to three hundred and fifty dollars (\$350) annually (receipts required). The yearly allowance will reset every January first (1<sup>st</sup>). Employees will be eligible to receive the allowance upon completion of *probation*. This work wear amount will be prorated for those employees in their first year of employment.

**SCHEDULE "B" – PG DRIVERS**  
**PRINCE GEORGE DIVISION**

**Prince George Drivers**

	September 10, 2023			September 8, 2024			September 7, 2025		
	Rate 9%	RRSP	Pension 2%*	Rate 4%	RRSP	Pension 2%*	Rate 2%	RRSP	Pension 2%*
Hourly Rate	\$35.62	\$0.82	\$0.71	\$37.04	\$0.82	\$0.74	\$37.79	\$0.82	\$0.76
Babine to Canfor Pulp	\$249.34	\$0.82	\$4.99	\$259.31	\$0.82	\$5.19	\$264.50	\$0.82	\$5.29
Babine to Lomak	\$213.72	\$0.82	\$4.27	\$222.27	\$0.82	\$4.45	\$226.71	\$0.82	\$4.53
Lomak to Canfor Pulp	\$35.62	\$0.82	\$0.71	\$37.04	\$0.82	\$0.74	\$37.79	\$0.82	\$0.76
Carrier Hog	\$85.84	\$0.82	\$1.72	\$89.28	\$0.82	\$1.79	\$91.06	\$0.82	\$1.82
Chetwynd to Cariboo Pulp	\$471.96	\$0.82	\$9.44	\$490.84	\$0.82	\$9.82	\$500.66	\$0.82	\$10.01
Dunkley Logs 8 Axle	\$338.39	\$0.82	\$6.77	\$351.92	\$0.82	\$7.04	\$358.96	\$0.82	\$7.18
East Fraser Fibre	\$231.53	\$0.82	\$4.63	\$240.79	\$0.82	\$4.82	\$245.60	\$0.82	\$4.91
Fort St. John	\$489.77	\$0.82	\$9.80	\$509.36	\$0.82	\$10.19	\$519.55	\$0.82	\$10.39
Decker	\$302.41	\$0.82	\$6.05	\$314.51	\$0.82	\$6.29	\$320.80	\$0.82	\$6.42
Houston	\$365.10	\$0.82	\$7.30	\$379.71	\$0.82	\$7.59	\$387.30	\$0.82	\$7.75
Nechako	\$150.67	\$0.82	\$3.01	\$156.70	\$0.82	\$3.13	\$159.83	\$0.82	\$3.20
PIR	\$427.44	\$0.82	\$8.55	\$444.53	\$0.82	\$8.89	\$453.42	\$0.82	\$9.07
Plateau	\$169.19	\$0.82	\$3.38	\$175.96	\$0.82	\$3.52	\$179.48	\$0.82	\$3.59

\*Employees will now be automatically enrolled with a 1% contribution unless they choose to opt out of pension entirely. The Employer contributions will be at 2%.

\*\*Wage review will take place for years 4 and 5 prior to the year 4 scheduled increase. The wage review will be based on current market conditions and will not be less than 2%

**SCHEDULE "C" - PG SHOP**  
**PRINCE GEORGE DIVISION**

	September 10, 2023		September 8, 2024		September 7, 2025				
	Rate 6%	RSP	Pension 2%*	Rate 4%	RSP	Pension 2%*	Rate 2%	RSP	Pension 2%*
Labourer 1	\$22.36	\$0.82	\$0.45	\$23.25	\$0.82	\$0.46	\$23.72	\$0.82	\$0.47
Labourer 2	\$19.19	\$0.82	\$0.38	\$19.96	\$0.82	\$0.40	\$20.36	\$0.82	\$0.41
Tireman	\$33.23	\$0.82	\$0.66	\$34.56	\$0.82	\$0.69	\$35.25	\$0.82	\$0.71
Yard Person	\$29.55	\$0.82	\$0.59	\$30.73	\$0.82	\$0.61	\$31.34	\$0.82	\$0.63
Journey person Mechanic (MVI Ticket)	\$42.22	\$0.82	\$0.84	\$43.91	\$0.82	\$0.88	\$44.79	\$0.82	\$0.90
Journey person Mechanic	\$40.97	\$0.82	\$0.82	\$42.66	\$0.82	\$0.85	\$43.54	\$0.82	\$0.87
4th Year (P - 91%)	\$38.43	\$0.82	\$0.77	\$39.97	\$0.82	\$0.80	\$40.77	\$0.82	\$0.82
3rd Year (P - 81%)	\$34.21	\$0.82	\$0.68	\$35.58	\$0.82	\$0.71	\$36.29	\$0.82	\$0.73
2nd Year (P - 70%)	\$29.55	\$0.82	\$0.59	\$30.73	\$0.82	\$0.61	\$31.34	\$0.82	\$0.63
1st Year (P - 60%)	\$25.33	\$0.82	\$0.51	\$26.34	\$0.82	\$0.53	\$26.87	\$0.82	\$0.54
'B' Welder w/ Red Seal (P - 100%)	\$42.22	\$0.82	\$0.84	\$43.91	\$0.82	\$0.88	\$44.79	\$0.82	\$0.90
'B' Welder (P - 86%)	\$36.32	\$0.82	\$0.73	\$37.77	\$0.82	\$0.76	\$38.53	\$0.82	\$0.77
'C' Welder (P - 73%)	\$30.82	\$0.82	\$0.62	\$32.05	\$0.82	\$0.64	\$32.69	\$0.82	\$0.65
Pre-App Welder (P - 60%)	\$25.33	\$0.82	\$0.51	\$26.34	\$0.82	\$0.53	\$26.87	\$0.82	\$0.54
Washbay Attendants **	\$18.25	\$0.00	\$0.00						
Lead hand Premium	\$1.00	-	-	\$1.00	-	-	\$1.00	-	-
Night Shift Premium	\$0.50			\$0.50			\$0.50		
First Aid Premium	\$0.25			\$0.25			\$0.25		

\*Employees will now be automatically enrolled with a 1% contribution unless they choose to opt out of pension entirely. The Employer contributions will be at 2%.

\*\*Washbay Attendants - Rate of pay shall follow BC Minimum wage rate plus \$1.50 effective first payroll date of September

Journey person Apprentice - Rates shall be a percentage of the Journey Mechanic (MVI Ticket) rates.

**Wage review will take place for years 4 and 5 prior to the year 4 scheduled increase. The wage review will be based on current market conditions and will**

The Employer and Union agree to evaluate factors affecting recruitment and retention including wages and benefits to determine if changes are needed. This evaluation will occur on or before one year from ratification.

**1. CREATING A COMPETENT AND COMPETITIVE LABOUR FORCE**

- a) The Union and the Employer will cooperate in creating and maintaining a desirable, competent, and competitive labour force. The Employer will give preference to Union members for employment, provided such applicants are suitable, to meet the requirements of the job.
- b) The Employer has the right to hire new employees as needed, provided that no new employees will be hired while there are employees on lay-off who are qualified to do the work, or employees available who are not maximizing their weekly hours, subject to their availability.
- c) New employees will be hired on a three (3) calendar months probationary period, and thereafter attain regular employment status. Their seniority shall be dated back to the beginning of their employment. With the mutual agreement of the Union and the Employer, the probationary period may be extended by up to three (3) calendar months.
- d) The Employer shall provide the Union with necessary information regarding new hires, layoffs, and terminations of bargaining unit members. The name, social insurance number, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to seniority, classification, and rate, shall be forwarded to the Union



during October and April in each year, or upon request. It is the responsibility of each employee to notify the Employer in writing of any and all necessary status changes, including address and phone number changes.

- e) Employees on probation are covered by the Agreement, except those provisions that specifically exclude such employees.
- f) Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union 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.
- g) 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.

## 2. **SENIORITY**

There shall be a separate seniority list for the Prince George Shop. Should employees transfer from any other division, they will retain company-wide seniority only for the purposes of vacation pay and benefits and shall not have to re-serve a probationary period.

### 3. **JOB CLASSIFICATIONS AND RATES OF PAY**

#### a) **Job Description**

- i) Employees shall be classified and paid in accordance with the Schedule that is attached to this Collective Agreement and forms a part of it.
  
- ii) In consultation with the Union, the Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. New classifications may be established by mutual agreement between the Employer and the Union. Any dispute arising from this clause shall be subject to grievance and arbitration.

Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement then the rates shall be settled by arbitration under this Agreement.

Classifications and job descriptions so established will not be eliminated without prior agreement with the Union.

#### b) **Changes in Classification**

When the duties in any classification are changed or increased, or where the Union and/or an employee feels they are unfairly or incorrectly classified, or when any position not covered by the salary and wage schedules attached is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the union. If the parties are unable to agree

on the reclassification, such dispute shall be subject to the grievance and arbitration process.

No job posting shall be made in the event of an existing position being awarded a reclassification under the terms of this clause.

c) **Leadhands**

A Leadhand acts as a leader of a group or groups of employees carrying out similar or related work. The Leadhand assigns work to employees, works along with and coordinates work among them. They are responsible for the safe and correct completion of work but not for disciplinary action or other personal matters, which are the responsibility of the Manager to whom the Leadhand reports.

A Leadhand position shall be designated by the Employer and is not subject to the posting process. Employees designated as Leadhands shall, while so designated, be paid the Leadhand premium.

d) MVI Premium increase of \$1.25 per hour will apply to employees who have obtained a MVI Ticket.

4. **VACANCIES AND JOB POSTINGS**

a) **Seniority and Job Posting, Promotion, and Transfers**

- i) The Parties agree that rules respecting seniority and job posting are necessary in recognition of the principle that job opportunity and security should increase in proportion to length of continuous service.

Ability means that the employee has the capacity to satisfactorily perform those duties integral to the position, or can acquire that capacity after a reasonable period of familiarization or orientation.

ii) When filling a posted vacancy, the Employer shall consider the skill, qualifications, ability, and seniority, of the applicants for the position. When two (2) or more applicants are relatively equal with respect to these factors, the Employer shall give preference to an applicant employee with the most departmental seniority, provided that such an employee is qualified to perform the work.

iii) A vacancy which requires a job posting occurs when:

- The Employer requires additional employees;
- An employee permanently leaves their posted position and the Employer intends to fill that position;
- An employee is going to be absent from their posted position for a period greater than four (4) calendar months.

**b) Job Postings**

i) When the Employer intends to fill a vacancy in an existing permanent position or a new permanent position is created in the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the job opening in the Employer`s work place for seven (7) days. The copy of the posting will be sent,

and a list of applicants shall be sent to the Union when requested.

- ii) The Employer may choose to concurrently post the position externally.
- iii) If an employee indicated to their supervisor in writing prior to going on vacation or leave of absence, their intent to apply for a particular anticipated job posting, the employee shall be considered for that particular vacancy should it occur during the employee's absence.
- iv) Employees may apply by submitting a resume to the Department Manager who is hiring. The Company will advise the successful candidate no later than twenty (20) days after the posting closes.

c) **Trial Period**

When an employee takes an out-of-scope position in their region, they will be granted a three (3) month trial period. During this period the employee and Employer will assess the suitability of the employee for the position. If the Employer or the Employee decides that the position is not a good fit the Employee may return to their regular bargaining unit work, except where the Employee is terminated for just cause. The Employee will maintain their seniority minus time spent outside the bargaining unit. This provision does not apply cross divisionally and is not meant to undo any Article regarding locational seniority in this Agreement.

- d) **Pay on Temporary Transfers - Higher Rated Job**  
When an employee is required by the Employer to perform the principal duties of a higher paying position, the employee shall receive the higher rate for the job.
- e) **Technological Change**  
The parties agree to be guided by section 54 of the *Labour Relations Code*.

5. **PAYMENT OF WAGES**

- a) The Employer shall have the express right to pay employees by way of direct deposit.
- b) **Holidays**  
Employees required to work on one of the Holidays in Article 13 shall receive overtime pay at one and one half (1.5) times their regular wages for all hours worked on the holiday, and two (2) times their regular wages for all hours worked thereafter.
- c) **Time in Committee/Staff Meetings**
  - i) Employees who are appointed by the Employer to committees shall be paid at their regular straight time hourly rate for time spent in committee meetings.
  - ii) All employees required to attend mandatory staff meetings shall also be paid at their regular straight time hourly rate for all time so spent. Employees not scheduled to work on the day of a mandatory staff meeting will be paid not less than one (1) hour at their regular straight time hourly rate.

## 6. HOURS OF WORK

- a) Normal hours of work for employees shall be based on one of the following schedules:
  - i) Eight hours per day, five (5) consecutive days on with two (2) days off.
  - ii) Eleven and one half (11.5) hours per day based on a work cycle which is eight (8) consecutive weeks (four [4] consecutive shifts on, four [4] consecutive shifts off) averaging a forty and one quarter (40.25) hour week.
  - iii) Eleven and one half (11.5) hours per day based on a work cycle which is eight (8) consecutive weeks (four [4] consecutive shifts on, four [4] consecutive shifts off) averaging a forty and one quarter (40.25) hour week. This shift is a rotating shift schedule with one set being days the next set being nights.
- b) For all shifts, other than those shifts identified in (ii) and (iii), all hours worked in excess of forty (40) hours every work week shall be paid at one and one-half (1.5) times their regular pay rate.
- c) Employees working shifts (ii) and (iii) will be paid straight time for one-half (.5) hour meal break daily in addition to their regular wages.
- d) The creation of new shift schedules may be added subject to mutual agreement with the Union.

e) **Scheduling of Overtime**

The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among qualified employees within the department to which overtime applies and who indicate they wish to work overtime.

The parties agree that the process of equitable distribution of overtime as noted above shall be guided by the following principles:

- i) Employees will make known their wish to be considered for overtime by signing up on schedule posted by Management. The overtime sign up schedule will be posted every two shift cycles in a mutually agreed upon place.
- ii) Equitably distributed overtime will be offered beginning with the most senior employee on the seniority list who has indicated they wish to work overtime.
- iii) If an employee refuses overtime, it will be offered to the next senior employee on the seniority list who has indicated they wish to work overtime. Each employee who is offered a total of three (3) overtime shifts, consecutively or non-consecutively will rotate to the bottom of the overtime list. The Employer will be responsible for tracking each employee's overtime allotment.



- vi) Employees shall be paid at the rate of one and one-half (1½) times the regular hourly rate for all work performed in excess of eight (8) hours per day or forty (40) hours per week. This clause does not apply to those being paid on the basis of Trip Rates as per Article 11.06. Work beyond twelve (12) hours daily shall be paid at two (2) times the regular hourly rate.
  
- f) **Change of Shift**
  - i) Where is it necessary to change an employee's shift for any reason other than sickness or accident disability and the employee is not given at least seven (7) days' notice prior to shift change, such employee shall receive payment at the overtime rate for all shifts changed with less than seven (7) days' notice.
  
  - ii) Where an employee's shift is changed temporarily to cover an employee absence due to sickness or accident disability and notice of change of shift is not, or cannot be, given at least eight (8) hours prior to the start of shift, such employee shall receive payment at the rate of one and one half (1.5) time for each hour worked in the first such shift.
  
  - iii) With the immediate manager's approval, employees may be allowed to trade shifts on a voluntary basis, provided each is qualified to relieve the other.

7. **Benefits**

Shop workers will maintain Employer provided extended Health and Welfare benefits coverage, which includes Short-Term Disability, after two (2) months of continuous employment. Benefits will be paid at one hundred (100%) percent by the employer.

8. **RSP**

The Employer shall contribute \$0.82 per hour for every employee to an RSP plan on behalf of the employees in the Prince George shop as outlined in Article 17.

9. **Tool Allowance**

Employer shall provide to the Mechanics and Welders, an annual allowance of five hundred dollars (\$500) for the purpose of purchasing tools for full-time employees from the Prince George Shop who have attained twelve (12) months of seniority. The allowance shall be available in full on the anniversary of each employee's date of hire and shall be paid upon the submission of receipts, unless the Employer has ordered items for the employee and paid for them. The Employer must approve tool purchase to be eligible for tool reimbursement.

The Employer will pay for replacement or repair costs for damaged tools. Replacement and repair costs will be based on current value of tool.

It is expected that mechanics maintain the basic tools for the job as identified in the Employer provided tool list (see Schedule "D"). Any tools that are required to complete specialty work the company will provide.

The Employer will maintain insurance coverage for tools.

Apprentices shall be expected to purchase the required minimum tools prior to starting their apprenticeship and be in the process of building up the necessary tools to equip themselves for their future job requirements.

## **SCHEDULE "D" – MECHANICS' TOOL LIST**

*(This schedule does not form part of the collective agreement;  
It is for information only.)*

1/4-inch Drive Socket set. Complete with extensions. Standard and Metric
3/8-inch Drive Socket set. Complete with extensions. Standard and Metric
1/2-inch Drive Socket set. Complete with extensions. Standard and Metric
Above sockets in both deep and shallow
Socket swivels and adapters
Torx socket set
Allen wrench socket set and hand Allen wrenches. Standard and Metric
Combination wrench set. Complete. Standard and Metric
Complete set of screwdrivers. Including torx. ( Not just a multi-screwdriver )
Hammers- At least 2 different weight hammers
Set of chisels and punches
Set of easy-outs
Assortment of pliers including snap- ring pliers
Side cutters, wire strippers/ crimpers etc.
Vise grips- Various styles and sizes
2 or 3 different size crescent wrenches
Pipe wrenches
Tape measure
Multi-meter
Test light
1/2-inch impact and whatever air tool required to make job easier
Pry bars
Creeper
Trouble light of some kind
Blow gun
Razor scraper
O-ring pick set

## **SCHEDULE “E” – INSURANCE PLAN COVERAGE**

### **OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS PLAN**

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

- \$100,000.00 life insurance per employee under the age of 65;  
\$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$2,000 per person annual
  - Major services: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit;
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of seven hundred dollars (\$700.00) per week. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident or hospitalization and the seventh (7<sup>th</sup>) day of illness for a maximum of twenty-six (26) weeks.

- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month), per employee, payable after twenty-six (26) weeks until age 65.
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

**BENEFITS INFORMATION**

<b>CLAC BENEFITS TEAM</b> <a href="http://www.clac.ca">www.clac.ca</a>	<b>1-888-600-2522</b>
<b>CLAC RETIREMENT MEMBERCARE</b> (Group RSP & Pension Plan)	<b>1-800-210-0200</b>
<b>GREEN SHIELD CANADA</b> (access through myCLAC.ca)	<b>1-888-711-1119</b>
<b>HUMANACARE (EFAP)</b> <a href="http://www.humanacare.com/clac">www.humanacare.com/clac</a>	<b>1-800-661-8193</b>

**SCHEDULE "F"**  
**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.

**FREQUENTLY ASKED QUESTIONS**  
**(Does not apply to Prince George Shop)**  
**Benefit Plan 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. Where do I get claim forms?**

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

**8. 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.*

**9. 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.*

**10. 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.*

**11. 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.*

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

*Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and*

*family issues, and anxiety. Should you require help, call the CLAC Benefits Team for more information.*

## RSP Questions

**1. Who administers the CLAC Group RSP?**

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

**2. How can I contact them?**

*Contact the CLAC Retirement team by phone at 1.800.210.0200 or by email at [retire@clac.ca](mailto:retire@clac.ca)*

**3. How is my account opened?**

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

**4. When is my account registered?**

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

***For more information on your CLAC Group RSP account contact the CLAC Retirement team or log on to myCLAC at [www.clac.ca](http://www.clac.ca) . After logging in, click on the “View Retirement”.***

## **Pension Plan Questions**

**1. What must I do to enrol in the Pension Plan?**

*Complete the application form and beneficiary form (included in your new employee package) and return both to the CLAC Retirement MemberCare centre.*

**2. Who should I call if I have questions?**

*Contact the CLAC Retirement MemberCare team by phone at 1.800.210.0200 or by email at [retire@clac.ca](mailto:retire@clac.ca)*

***For more information on your CLAC Retirement Plans, contact the CLAC Retirement team or log on to myCLAC at [www.clac.ca](http://www.clac.ca) .  
After logging in, click on “View Retirement”.***