

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**MATCON CIVIL CONSTRUCTORS INC.**

**AND:**

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

**DURATION: APRIL 1, 2022 – MARCH 31, 2025**

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - RECOGNITION.....	2
ARTICLE 3 - SCOPE.....	3
ARTICLE 4 - UNION REPRESENTATION.....	5
ARTICLE 5 - WORK STOPPAGES .....	7
ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP .....	7
ARTICLE 7 - UNION DUES AND DATA COLLECTION .....	9
ARTICLE 8 - UNION REMITTANCES .....	11
ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY .....	12
ARTICLE 10 - HOURS OF WORK AND OVERTIME .....	15
ARTICLE 11 - VACATION AND GENERAL HOLIDAYS PAY .....	16
ARTICLE 12 - LAYOFF AND RECALL .....	18
ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN JOBS .....	20
ARTICLE 14 - PROJECT SPECIFIC OR PRE-JOB MEMORANDA .....	20
ARTICLE 15 - HEALTH AND WELFARE .....	21
ARTICLE 16 - RETIREMENT SAVINGS PLAN (RSP).....	23
ARTICLE 17 - EDUCATION AND TRAINING FUND.....	25
ARTICLE 18 - UNION-MANAGEMENT RELATIONS.....	25
ARTICLE 19 - LEAVES OF ABSENCE .....	27
ARTICLE 20 - GRIEVANCE PROCEDURE.....	28
ARTICLE 21 - ARBITRATION .....	31
ARTICLE 22 - DISCHARGE, SUSPENSION AND WARNING.....	33
ARTICLE 23 - DURATION.....	33
SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES .....	36

SCHEDULE "B" .....	42
SCHEDULE "C" .....	44
BENEFIT PLAN - FREQUENTLY ASKED QUESTIONS .....	45

## **COLLECTIVE AGREEMENT**

**BETWEEN: MATCON CIVIL CONSTRUCTORS INC.**  
(hereinafter referred to as "the Employer")

**AND: CONSTRUCTION AND ALLIED WORKERS UNION,  
CLAC LOCAL 68**  
(hereinafter referred to as "the Union")

### **ARTICLE 1 - PURPOSE**

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

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

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer in British Columbia except supervisory, office, and sales staff.
- 2.03 It is agreed by the parties that there shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual 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.
- 2.04 The Employer agrees that duly appointed Representatives of the Union 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.
- 2.05 The Union acknowledges that it is the function of the Employer to operate its business by, but not limited to, the following actions:
- a) to manage the enterprise, including the scheduling of work and the control of materials;
  - b) to maintain order, discipline and efficiency;
  - c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the

purpose and terms of this Agreement and provided that a claim by any employee that they have been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 20.

2.06 The Employer agrees that job classifications covered by this Agreement, and the work performed by the employees in those job classifications, cannot be reduced in number or eliminated by the contracting out of such work, except as specifically provided in this Agreement.

2.07 The Employer may contract out work where:

- a) they do not have the necessary facilities, equipment, or ability (expertise) e.g. gravel hauling;
- b) they do not have or cannot acquire the required manpower;
- c) there is a joint bid on a project which requires that the work be shared with the other party to the bid;
- d) they cannot compete in terms of cost or where such work is inaccessible to members of the union, conditional upon the Union's review and approval.

### **ARTICLE 3 - SCOPE**

3.01 Should any provision of the Collective Agreement be rendered null and void or material 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.

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

- a) the provision for the subject matter of that benefit prescribed in the Collective Agreement meets or exceeds the benefit set out in the Act, or
- b) the provisions of the Collective Agreement pertaining to the respective section or part of the Act (as enumerated in Section 3 of the Act) considered together, meet or exceed those prescribed in the respective section or part of the Act.

In the event of an allegation that provisions of the Collective Agreement do not meet or exceed the Act as set out in paragraphs (a) or (b) above, an Arbitrator shall have jurisdiction to resolve the dispute pursuant to the grievance and arbitration provisions of this Collective Agreement, including the jurisdiction to order compliance with the Act.

3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

3.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.

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

#### **ARTICLE 4 - UNION REPRESENTATION**

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

#### 4.02 Representatives

- a) Representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
  
- b) Representatives shall have the right to visit at the location where employees are working. The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall not unduly disrupt the flow of work.

#### Stewards

- c) 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. Stewards are not permitted to amend any terms of this Agreement.



d) Stewards will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably, and the Employer will pay such Stewards or Union Representatives at their prevailing hourly rate while attending to such matters.

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

4.04 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the prevailing hourly rate whenever this takes place during the regular working hours of the employee(s) concerned. The maximum time to be paid for negotiations shall be a total of sixteen (16) hours' pay.

4.05 The Employer

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.

4.06 There shall be no Union activity on the Employer's time, or on the Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement, and to promote the maintenance and preservation of its bargaining rights.

## **ARTICLE 5 - WORK STOPPAGES**

- 5.01 In accordance with the *BC Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:
- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members; and,
  - b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.
- 5.02 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 men home when this is not warranted by the workload.

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

- 6.01 The Union and the Employer will cooperate 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 will first contact the Union's office to inform the Union of the vacancies and to ascertain if the

union has members out of work who are qualified to fill such vacancies.

- 6.03 The Employer has the right to hire new employees as needed, provided that no new employees are hired while there are available employees on layoff who are qualified to do the work.
- 6.04 a) New employees will be hired on a sixty (60) day worked trial period, and thereafter shall attain regular employment status.
- b) The Employer shall notify the Union in writing of the names, addresses, and classifications of any new employees at the time such employees commence employment.
- c) The parties agree that the discharge or layoff of a probationary employee shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith, and provided that the employee has been properly notified of reasonable standards that they are expected to meet.
- 6.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 6.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.07 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any

employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement, whether or not they join the Union.

- 6.08 Shop Stewards shall be given ten (10) minutes off work, and paid at their prevailing hourly rate to greet new employees on their first shift and to discuss union membership with them.

## **ARTICLE 7 - UNION DUES AND DATA COLLECTION**

- 7.01 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.
- 7.02 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.
- 7.03 The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the twentieth (20<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.

7.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:

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

j) Date of birth.

A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.

## **ARTICLE 8 - UNION REMITTANCES**

- 8.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 7, 15, 16, and 17 each month, by the twentieth (20<sup>th</sup>) of the month following the deduction together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 8.02 In addition to the above, this itemized list shall also contain the following for each employee:
- a) Base hourly rate
  - b) All hourly premiums
  - c) Straight time hours worked
  - d) Time and a half hours worked
  - e) Double time hours worked
  - f) Gross wages

- 8.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.
- 8.04 In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 8.01 the Employer is responsible for compensating the retirement plans for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance. The retirement plans will allocate the missed contributions and investment returns to the affected employees' accounts.
- 8.05 If the Employer continues to be delinquent in its remittance to the Union, the Employer shall pay interest to the Union and its various Funds, as the case may be, at one percent (1%) per month on the amount owing. Such interest shall be compounded on a monthly basis.
- 8.06 If the Employer satisfies all its obligations under Articles 8.01, 8.02 relating to Articles 7, 15, 16, and 17 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

## **ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY**

- 9.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 9.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the

term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union. If no agreement is reached, either party may resort to the Grievance Procedure.

9.03 Whenever used in this Agreement, the following definitions shall apply:

- a) “Regular hourly rate” shall mean hourly compensation paid to an employee outside of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.
- b) “Prevailing hourly rate” shall mean hourly compensation paid to an employee inclusive of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.
- c) “Wages” shall mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including any overtime premiums, shift allowances and premiums paid on an hourly basis, but specifically excludes any accommodation allowances, daily travel or travel allowances, and safety awards.
- d) “Gross earnings” shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.

9.04 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within their control, shall be entitled to a minimum of two (2) hours' pay. If employees are scheduled for more than eight (8) hours or begin



work, they shall be entitled to a minimum of four (4) hours' pay except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case they will receive two (2) hours pay. If employees decline alternate employment, they shall have the option to go home and claim the two (2) hours' reporting pay, or pay for actual time worked, whichever is greater. In each case set out above, the Employer will reimburse employees for incurred bridge tolls in the manner set out in No. 10 of Schedule "A".

- 9.05 The Employer may assign employees to any work regardless of the employee's classification. The classifications are meant to describe the general level of skill and capability rather than limit the jurisdiction that can be performed by the employee.
- 9.06 The Employer shall provide descriptions of each employee classification which shall clarify the basis on which an employee is assigned to a classification. The Employer will take input from the Union in formulating the descriptions. The Employer will review each employee's classification on an annual basis, meet with each employee and explain that employee's classification placement.
- 9.07 If the Employer bids on a job, the specifications of which call for the employment of some local labour or the paying of prevailing rates of pay, or both, representatives of the owner of the project, of the Employer, and of the Union shall meet to make a decision in regard to the employment of such labour, or in regard to the rates to be paid, or both.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

- 10.01 All paid time will be considered time worked unless specifically excluded.
- 10.02 Work performed in excess of eight (8) hours per day, or forty (40) hours per week, excluding daily overtime, shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Work performed in excess of eleven (11) hours per day shall be paid at the rate of two (2) times the regular rate of pay.
- 10.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.
- 10.04 There shall be two (2) rest periods (or coffee breaks), with pay, of fifteen (15) minutes' duration each, daily, at the workstation if possible. The Employer will provide meal breaks to employees to ensure they do not work more than five (5) consecutive hours without an opportunity for a thirty (30) minute break. This thirty (30) minute break will be unpaid.
- 10.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.
- 10.06 If an employee should be "called out" on weekends, they shall be paid a minimum of four (4) hours times the appropriate overtime rate for each call out.

10.07 Shift work shall be defined as:

- a) Day Shift – Majority of hours worked are between 07:00 and 15:00.
- b) Afternoon Shift – Majority of hours worked are between 15:00 and 24:00.
- c) Night Shift – Majority of hours worked are between 24:00 and 07:00.

10.08 Night Shift work shall be paid a premium of ten percent (10%) of the employee's regular straight time rate.

10.09 Shift work, when one (1) night shift is scheduled mid-week, will be a minimum of eight (8) hours and paid at double time (2x).

#### **ARTICLE 11 - VACATION AND GENERAL HOLIDAYS PAY**

11.01 All employees will receive three (3) weeks annual vacation and vacation pay upon completion of the following periods of service, calculated as a percentage of their gross earnings:

- a) from start of employment up to and including five (5) years of work, employees will receive six percent (6%) of their gross earnings as payment for annual vacation.
- b) on completion of five (5) years of employment, employees will receive seven percent (7%) of their gross earnings as payment for annual vacation.

c) On completion of ten (10) years of employment, employees will receive eight percent (8%) of their gross earnings as payment for annual vacation.

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

11.03 Vacation pay will be paid on each pay cheque.

11.04 An employee will have the option of banking Vacation pay at the rate that it was earned. Banked Vacation pay will be paid out at the rate that it was earned up to a maximum of two (2) times per calendar year. All requests will be submitted to the office in writing. For Employees who do not bank their Vacation pay, it shall be paid on each cheque in accordance with Article 11.03.

11.05 At year end, the Employer will, as part of their T4 preparations, calculate each employee's gross wages for the year to ensure they have received the correct vacation pay. If the amount due the employee is greater than what they received, the Employer agrees to pay them the difference.

11.06 The Employer agrees to recognize as days not worked, the following thirteen (13) holidays:

New Year's Day	Labour Day
Good Friday	Truth and Reconciliation Day
Easter Monday	Thanksgiving Day
Family Day	Remembrance Day
Commonwealth Day	Christmas Day

Canada Day  
British Columbia Day

Boxing Day

Employees shall be entitled to receive an amount equal to four and eight tenths of one percent (4.8%) of their gross earnings in lieu of the above holidays. Holiday pay shall be paid on each pay cheque.

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

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

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

11.09 In the event that a statutory holiday falls on a Tuesday, Wednesday, or Thursday, it may be rescheduled by agreement of the parties.

## **ARTICLE 12 - LAYOFF AND RECALL**

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

b) Length of service shall be interrupted only if:

- i) an employee is laid off for more than six (6) consecutive months; or,
  - ii) an employee quits; or,
  - iii) an employee is fired; or,
  - iv) an employee takes a leave of absence beyond one (1) year.
- c) Length of service shall be calculated, as per Article 12.01(b), from the beginning of employment with Matcon Civil Constructors Inc. or any prior or associated firm.
- d) A reduction of work shall be termed a layoff if it is longer than two (2) weeks.
- e) Length of service relates specifically to vacation time and RSP entitlement.

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

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

12.04 Whenever possible, employees shall receive one (1) weeks' notice of layoff.

12.05 Whenever possible, any employee who voluntarily quits shall give one (1) weeks' notice to the Employer to enable the Employer to hire an adequate replacement.

- 12.06 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 12.07 Any employee laid off and recalled for work must return after being recalled, or make definite arrangements with the Employer to return. Employees shall inform the Employer if they should leave on vacation or be unavailable for recall during layoff.

### **ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN JOBS**

- 13.01 For the purposes of this Agreement, the Employer's base of operations is defined as from Horseshoe Bay to Popkum Road shall be considered Lower Mainland work and will be at no additional cost. Work outside these areas will be negotiated on a per project basis as per Article 13.02.
- 13.02 Lodging and travel allowances, where applicable, shall be negotiated on a project, by project basis and shall be noted on a Pre-Job report as per Article 14. If the parties are unable to agree, the matter shall be settled by binding arbitration.
- 13.03 The Employer agrees to reasonably compensate employees where daily parking charges are in effect and employees are required to pay said charges.

### **ARTICLE 14 - PROJECT SPECIFIC OR PRE-JOB MEMORANDA**

- 14.01 a) If necessary, and as per Article 2.03 and Article 13, a Project Specific Conference will be held to determine site-specific issues. The Pre-Job or Project Specific Memoranda will

include, but is not limited to, shift cycles, daily travel, turn-around allowance and living out allowance.

- b) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, and whenever possible prior to the completion of the bidding process, a Project Specific Conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.
- c) A copy of the resulting Project Specific Memorandum will be provided to the Employer, the Union, and the job Steward(s).

## **ARTICLE 15 - HEALTH AND WELFARE**

15.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay the one hundred percent (100%) of the premium cost of the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline of the Plan is listed in Schedule "B". Premiums shall be remitted monthly, in accordance with the timelines stipulated for union dues.

15.02 On January 1<sup>st</sup> of each year of this Agreement, the Union may present the requirements of funding, as directed by the Trustees of the CLAC Health and Welfare Trust Fund, to the Employer. Where necessary, proposed changes to the funding requirements will be discussed by members of the Union-Management Committee in accordance with Article 18.



- 15.03 Employees are eligible to receive coverage on the first of the month following the completion of three hundred fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment forms for the Health and Welfare program, which is a condition of coverage.
- 15.04 The Employer will remit funds as per Article 15.01 for all hours worked up to an annual cap of two thousand four hundred and twenty-five (2425) hours. For all hours worked beyond the cap, the Employer agrees to contribute an additional one dollar and seventy-eight cents (\$1.78) for each hour worked toward each employee's RSP (see Article 16).
- 15.05 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for 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.
- 15.06 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" will be paid to that employee, upon attainment of their 75th birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

## **ARTICLE 16 - RETIREMENT SAVINGS PLAN (RSP)**

### **16.01 RSP**

- a) The Employer agrees to contribute one dollar (\$1.00) per hour for each hour worked by each employee to the Union-sponsored Group Retirement Savings Plan ("RSP") administered by the CLAC Group RSP Board of Trustees.
- b) In addition to the foregoing, after each employee has completed four thousand, five hundred (4,500) hours of employment, the Employer shall match the employee's contribution to a maximum of two dollars and fifty cents (\$2.50) per hour for all hours worked, into said plan for each employee. After each employee has completed ten thousand (10,000) hours of employment, the Employer shall match the employee's contribution to a maximum of three dollars (\$3.00) per hour for all hours worked, into said plan for each employee. For purposes of such contributions, service shall be deemed continuous unless an employee's service is interrupted for a period greater than six (6) months.
- c) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the Employer.
- d) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) Employees will receive statements from the financial institution which administers the RSP Plan in accordance

with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

16.02 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 16.01 a) and 16.01 b) will be paid to that employee on each paycheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if they were still contributing to the applicable plan.

16.03 Retirement Plan Contribution Details

- a) Contributions to the employees' RSP, administered by the Trust Fund, shall be made in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the group RSP.
- b) The Employer's contributions to the RSP Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- c) The total amount of RSP contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase and RSP contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's RSP contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase and RSP contribution limits as a result of contributions made outside the employment

relationship, the Employer shall not be liable for any tax consequence imposed on the employee.

- d) The Union acknowledges and agrees that, other than remitting contributions to the RSP Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP Plan or be responsible for providing such benefits.
- e) The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

#### **ARTICLE 17 - EDUCATION AND TRAINING FUND**

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

#### **ARTICLE 18 - UNION-MANAGEMENT RELATIONS**

18.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a) the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving toward efficient use of scarce resources, energy and

environment, and in the adequate development of research, production and marketing;

- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

18.02 a) In order to further the aims of the enterprise, the parties agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:

- i) hiring policies;
- ii) discipline and discharge policies;
- iii) training and promotion;
- iv) safety measures; and,
- v) matters that affect the working conditions of the employees.

b) The Employer and the Union shall each appoint up to three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office.

- 18.03 A committee member attending Union-Management meetings during regular working hours shall be entitled to their prevailing hourly rate of pay for any work missed.. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.
- 18.04 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meeting.
- 18.05 In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the Grievance Procedure.

## **ARTICLE 19 - LEAVES OF ABSENCE**

- 19.01 a) In addition to leaves governed by the ESA, the Employer shall grant leaves of absence, without pay, for the following reasons for a maximum period of two (2) months:
- i) sickness in the employee's immediate family;
  - ii) death in the employee's immediate family.
- b) For the purposes of Article 19.01(a) "immediate family" is defined as:
- i) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee,
  - ii) the child or parent of an employee's spouse, and
  - iii) any person who lives with an employee as a member of the employee's family;

c) Requests for leaves of absence for educational purposes shall be at the Employer's discretion. In the event of a dispute, the request for leave shall be reviewed and decided by the Union-Management Committee.

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

19.03 In the event of death of an employee's parent, grandparent, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse, child, step-parent or step-child, the employees shall be entitled to be absent from work three (3) days, with pay, if these are working days.

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

19.05 In no case may employees be deprived of leaves to which they are entitled under the Employment Standards Act or any other applicable legislation.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

20.01 Should a dispute arise between the Employer and an employee or the Union, concerning improper discipline or discharge, or a

dispute with reference to the interpretation, application, administration or alleged violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

20.02 The parties to this Agreement recognize the Stewards, and the Union Representative specified in Article 4, as the agents through which the employees shall process their grievances and receive settlement thereof.

20.03 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period 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.

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

b) "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. Such 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.



- c) "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 21, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.

#### 20.05 Step 1

An employee having a grievance will, accompanied by a Steward or a Union Representative, submit the same to their immediate supervisor in writing within seven (7) calendar days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3<sup>rd</sup>) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of their decision in writing.

#### Step 2

If the grievance is not settled under Step 1, a Union Representative may, within seven (7) calendar days of the decision under Step 1, or within seven (7) calendar days of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of their decision in writing within three (3) workdays following the said meeting.

- 20.06 Due to the distances involved, the time limits beyond Step 1 shall remain flexible in order to deal fairly with the grievance.

## **ARTICLE 21 - ARBITRATION**

- 21.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 21.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 2 of the Grievance Procedure.
- 21.03 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 an Arbitrator within seven (7) calendar days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 21.04 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 21.05 If the parties fail to agree to refer the matter to an agreed Arbitrator within seven (7) calendar days of service as aforesaid, either party may request the Minister of Labour to appoint an Arbitrator. calendar days of their appointment, either party may request the Minister of Labour to appoint an Arbitrator.
- 21.06 No person who has been involved in an attempt to negotiate or settle the grievance, may be appointed as an Arbitrator.
- 21.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by

registered mail, the date of mailing shall be deemed to be the date of service.

- 21.08 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 in accordance with Article 21.05, the party not in default may, upon notice to the party in default, appoint an Arbitrator to hear the grievance and their decision shall be final and binding upon both parties.
- 21.09 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 20 and 21, where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.10 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable, in the opinion of the Arbitrator.
- 21.11 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 opinion of the Arbitrator just and equitable.
- 21.12 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the Arbitrator.

## **ARTICLE 22 - DISCHARGE, SUSPENSION AND WARNING**

- 22.01 If an employee's attitude or performance is not satisfactory and a warning of record is necessary, the Employer shall issue a written warning, and a copy of the warning will be forwarded immediately to a Union Representative and a Union Steward.
- 22.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.
- 22.03 A Steward will be present for all disciplinary meetings of record. When a Steward is not available, the employee may choose another employee to be present. Where the employee declines this right in writing, the Employer will choose another employee

## **ARTICLE 23 - DURATION**

- 23.01 This Agreement shall be effective the first (1<sup>st</sup>) day of April, two thousand twenty-two (2022), and shall remain in effect until the thirtieth (30<sup>st</sup>) day of March, two thousand twenty-five (2025), and, if agreed to by the parties, for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be

deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.

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

**DATED** at \_\_\_\_\_, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signed on behalf of  
**MATCON CIVIL  
CONSTRUCTORS INC.**

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

\_\_\_\_\_  
Authorized Repres

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

\_\_\_\_\_  
Representative

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

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

## SCHEDULE "A" CLASSIFICATIONS AND HOURLY RATES

Classification	Base Rate April 1st, 2022	Vacation and Stat *	Non Matched RSP	Additional Matched over 4500 hours	Additional Matched over 10,000 hours	H&W**	ETF	TOTAL	Over 4500 Hours TOTAL	Over 10,000 Hours TOTAL
	4%	10.8%	\$1.00	\$2.50	\$3.00	\$1.98	0.5%			
Senior Foreman	\$46.86	\$5.06	\$1.00	\$2.50	\$3.00	\$1.98	\$0.23	\$55.13	\$57.63	\$58.13
Junior Foreman	\$44.47	\$4.80	\$1.00	\$2.50	\$3.00	\$1.98	\$0.22	\$52.47	\$54.97	\$55.47
Senior Graderman	\$41.67	\$4.50	\$1.00	\$2.50	\$3.00	\$1.98	\$0.21	\$49.36	\$51.86	\$52.36
Junior Graderman	\$36.93	\$3.99	\$1.00	\$2.50	\$3.00	\$1.98	\$0.18	\$44.08	\$46.58	\$47.08
Senior Pipelayer	\$41.31	\$4.46	\$1.00	\$2.50	\$3.00	\$1.98	\$0.21	\$48.96	\$51.46	\$51.96
Junior Pipelayer	\$36.93	\$3.99	\$1.00	\$2.50	\$3.00	\$1.98	\$0.18	\$44.08	\$46.58	\$47.08
Manhole Finisher	\$40.99	\$4.43	\$1.00	\$2.50	\$3.00	\$1.98	\$0.20	\$48.60	\$51.10	\$51.60
Labourer	\$27.55- \$36.77	(as per rate)	\$1.00	\$2.50	\$3.00	\$1.98	(as per rate)	Total of applicable rate	Total of applicable rate	Total of applicable rate
Entry Labourer	\$19.75	\$2.13	\$1.00	\$2.50	\$3.00	\$1.98	\$0.10	\$24.96	\$27.46	\$27.96
Flag Person	\$27.55	\$2.98	\$1.00	\$2.50	\$3.00	\$1.98	\$0.14	\$33.65	\$36.15	\$36.65
Senior Operator	\$42.60	\$4.60	\$1.00	\$2.50	\$3.00	\$1.98	\$0.21	\$50.39	\$52.89	\$53.39
Junior Operator	\$37.63	\$4.06	\$1.00	\$2.50	\$3.00	\$1.98	\$0.19	\$44.86	\$47.36	\$47.86

\*Vacation increases to 8% after 10 years worked.

\*\*Direct Pay as per Article 15

## CLASSIFICATIONS AND HOURLY RATES

Classification	Base Rate April 1st, 2023	Vacation and Stat *	Non Matched RSP	Additional Matched over 4500 hours	Additional Matched over 10,000 hours	H&W**	ETF	TOTAL	Over 4500 Hours TOTAL	Over 10,000 Hours TOTAL
	3%	10.8%	\$1.00	\$2.50	\$3.00	\$1.98	0.5%			
Senior Foreman	\$48.27	\$5.21	\$1.00	\$2.50	\$3.00	\$1.98	\$0.24	\$56.70	\$59.20	\$59.70
Junior Foreman	\$45.80	\$4.95	\$1.00	\$2.50	\$3.00	\$1.98	\$0.23	\$53.96	\$56.46	\$56.96
Senior Graderman	\$42.92	\$4.64	\$1.00	\$2.50	\$3.00	\$1.98	\$0.21	\$50.75	\$53.25	\$53.75
Junior Graderman	\$38.04	\$4.11	\$1.00	\$2.50	\$3.00	\$1.98	\$0.19	\$45.32	\$47.82	\$48.32
Senior Pipelelayer	\$42.55	\$4.60	\$1.00	\$2.50	\$3.00	\$1.98	\$0.21	\$50.34	\$52.84	\$53.34
Junior Pipelelayer	\$38.04	\$4.11	\$1.00	\$2.50	\$3.00	\$1.98	\$0.19	\$45.32	\$47.82	\$48.32
Manhole Finisher	\$42.22	\$4.56	\$1.00	\$2.50	\$3.00	\$1.98	\$0.21	\$49.97	\$52.47	\$52.97
Labourer	\$28.38- \$37.87	(as per rate)	\$1.00	\$2.50	\$3.00	\$1.98	(as per rate)	Total of applicable rate	Total of applicable rate	Total of applicable rate
Entry Labourer	\$20.34	\$2.20	\$1.00	\$2.50	\$3.00	\$1.98	\$0.10	\$25.62	\$28.12	\$28.62
Flag Person	\$28.38	\$3.07	\$1.00	\$2.50	\$3.00	\$1.98	\$0.14	\$34.57	\$37.07	\$37.57
Senior Operator	\$43.88	\$4.74	\$1.00	\$2.50	\$3.00	\$1.98	\$0.22	\$51.82	\$54.32	\$54.82
Junior Operator	\$38.76	\$4.19	\$1.00	\$2.50	\$3.00	\$1.98	\$0.19	\$46.12	\$48.62	\$49.12

\*Vacation increases to 8% after 10 years worked.

\*\*Direct Pay as per Article 15



**CLASSIFICATIONS AND HOURLY RATES**

Classification	Base Rate April 1st, 2024	Vacation and Stat *	Non Matched RSP	Additional Matched over 4500 hours	Additional Matched over 10,000 hours	H&W**	ETF	TOTAL	Over 4500 Hours TOTAL	Over 10,000 Hours TOTAL
	<b>3%</b>	<b>10.8%</b>	<b>\$1.00</b>	<b>\$2.50</b>	<b>\$3.00</b>	<b>\$1.98</b>	<b>0.5%</b>			
Senior Foreman	\$49.72	\$5.37	\$1.00	\$2.50	\$3.00	\$1.98	\$0.25	\$58.32	\$60.82	\$61.32
Junior Foreman	\$47.17	\$5.09	\$1.00	\$2.50	\$3.00	\$1.98	\$0.24	\$55.48	\$57.98	\$58.48
Senior Grademan	\$44.21	\$4.77	\$1.00	\$2.50	\$3.00	\$1.98	\$0.22	\$52.18	\$54.68	\$55.18
Junior Grademan	\$39.18	\$4.23	\$1.00	\$2.50	\$3.00	\$1.98	\$0.20	\$46.59	\$49.09	\$49.59
Senior Pipelayer	\$43.83	\$4.73	\$1.00	\$2.50	\$3.00	\$1.98	\$0.22	\$51.76	\$54.26	\$54.76
Junior Pipelayer	\$39.18	\$4.23	\$1.00	\$2.50	\$3.00	\$1.98	\$0.20	\$46.59	\$49.09	\$49.59
Manhole Finisher	\$43.49	\$4.70	\$1.00	\$2.50	\$3.00	\$1.98	\$0.22	\$51.39	\$53.89	\$54.39
Labourer	\$29.23- \$39.01	(as per rate)	\$1.00	\$2.50	\$3.00	\$1.98	(as per rate)	Total of applicable rate	Total of applicable rate	Total of applicable rate
Entry Labourer	\$20.95	\$2.26	\$1.00	\$2.50	\$3.00	\$1.98	\$0.10	\$26.29	\$28.79	\$29.29
Flag Person	\$29.23	\$3.16	\$1.00	\$2.50	\$3.00	\$1.98	\$0.15	\$35.52	\$38.02	\$38.52
Senior Operator	\$45.20	\$4.88	\$1.00	\$2.50	\$3.00	\$1.98	\$0.23	\$53.29	\$55.79	\$56.29
Junior Operator	\$39.92	\$4.31	\$1.00	\$2.50	\$3.00	\$1.98	\$0.20	\$47.41	\$49.91	\$50.41

\*Vacation increases to 8% after 10 years worked.

\*\*Direct Pay as per Article 15

## GENERAL

1. The parties understand that Articles 9, 10, 11, 12, 13 and 15 are not applicable to the noted classifications covering owner/operators.
2. First Aid Premiums: Level II \$0.50 per hour  
Level III \$1.00 per hour
3. The Employer shall reimburse employees for all hours spent attending employment-related courses or seminars (e.g. First Aid) as requested by the Employer and pay course costs upon completion of such courses. Time spent attending training courses will be considered time worked, as per ESA.
4. Where hazardous site material causes unusual deterioration to boots, the Employer shall provide the employees with the required footwear.
5. Apprentices shall be paid according to the schedule below. Percentages of Journeyman rate paid by Employer for each six (6) month period of apprenticeship:

Term	6-Month Period									
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>
5-Year	50%	55%	60%	65%	70%	75%	80%	80%	90%	90%
4-Year	50%	55%	60%	65%	70%	75%	80%	90%		
3-Year	50%	55%	65%	70%	80%	90%				
2-Year	50%	60%	75%	90%						

6. Operators and their employees must be in possession of a valid license, ticket or permit where such is required on the performance of their work.
7. It is understood and agreed that all employees are required to follow Workers' Compensation Board rules and regulations, including but not limited to, such items as the wearing of personal safety gear (hard hats, steel toed boots, etc.), and the wearing of seat belts at all times on all equipment provided with them. Failure to comply with these or any other Workers' Compensation Board safety rules may be grounds for discipline of the employee.
8. All employees who have completed one thousand (1,000) hours of service with the Employer will receive three hundred dollars (\$300.00) each calendar year towards the purchase of safety gear, boots, or rain gear at a local safety equipment store.
9. Employees classified in the junior category may ask for a review of their rate and upon that review may receive a wage rate between the junior and senior category. If it is decided that a wage increase is not in order, the employee will be provided with a performance evaluation report or letter of expectation. New employees will receive their first review upon completion of six (6) months worked or on the recommendation of their Foreman.
10. If legislatively required, the Employer will reimburse employees for bridge and road tolls on an as-incurred basis. The method of reimbursement will be as follows: Each employee will submit receipts quarterly (at the end of March, June, September, and December of each year). In the event that there is a new government legislated toll as described above, the parties agree to meet and review this Article and negotiate the payment of the

new toll. If the parties to the Agreement are unable to reach a settlement, the matter may be submitted to binding arbitration.

## SCHEDULE "B"

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

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$2,000 per person annual
  - Major services: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit;
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of six hundred and fifty dollars (\$650.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,800.00 per month), per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

## BENEFITS INFORMATION

<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 "C"**

### **CONSCIENTIOUS OBJECTOR STATUS**

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

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

## **BENEFIT PLAN - FREQUENTLY ASKED QUESTIONS**

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

*Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.*

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

*You must make sure that your completed enrolment form is mailed to the CLAC Benefits Team. You should receive this form in your sign-on package.*

**3. When will I receive my benefit start package?**

*You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.*

**4. Why does it take this long?**

*This is the time required for your employer to send the information for the Benefits Team to process this information, and for your package to be prepared and mailed.*

**5. What if I have claims before I receive my benefit start package?**

*Any claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.*

**6. How do I make a claim?**

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



**7. Can my dentist submit claims directly?**

*Yes. Your dentist can submit your claims electronically.*

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

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

**9. Will I receive a prescription drug card?**

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

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

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

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

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

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

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

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

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

## RSP Questions

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

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

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

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

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

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

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

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

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