

## **COLLECTIVE AGREEMENT**

**BETWEEN:**

**SCOTT CONSTRUCTION (2005) LTD.**

**AND:**

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

**DURATION: NOVEMBER 15, 2020 – NOVEMBER 14, 2023**

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# COLLECTIVE AGREEMENT

**BETWEEN**

**SCOTT CONSTRUCTION (2005) LTD.**  
(hereinafter referred to as “the Employer”)

**AND**

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

## **ARTICLE 1 – PURPOSE**

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

- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates, and benefits as 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,
- e) generally, through the full and fair administration of all the terms and provisions contained herein, 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 sole bargaining agent of all employees in the bargaining unit.
- 2.02 This Agreement covers all employees of the Employer in British Columbia and the Yukon Territory except sales, office, clerical, administration staff and non-working supervisory staff.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties. Should classifications and rates other than set out in Schedule “A” be required, the Employer and the Union shall meet and agree as to applicable rate(s).
- 2.05 The Union and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by agreement in writing, add, amend, or delete any terms or conditions of the Agreement for the duration of the job or project.

## **ARTICLE 3 – SCOPE**

- 3.01 Should any provision of the Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the 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 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.
- 3.03 In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, including those enumerated in Section 3 of the Act, the provision for such benefit set out in the Act is deemed to be incorporated into this Collective Agreement, except where either:
- 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.
- 3.04 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer

shall not be construed to deprive employees of such rights and privileges.

- 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. Management and non-union bargaining unit employees may continue to perform the limited bargaining unit work it has historically performed prior to the date of certification.
- 3.06 A temporary worker cannot work for the Employer for more than three (3) weeks within a four (4) week period.
- 3.07 In the event of a temporary vacancy, employees will be given the opportunity at the Employer's discretion to perform work that will enhance their skillset or is of a higher wage prior to a temporary worker being hired. Such discretion will not be unreasonably applied and will be based on the employee's performance documentation and skillset with consideration given to ability of the work to continue smoothly.
- 3.08 Employees shall have their wage rate reviewed upon completion of the probationary period and once every November thereafter. The purpose of this review will be to establish that an employee is being appropriately classified given the employee's level of skill, responsibility and experience. This will not supersede any progression that would normally occur outside of these reviews.

#### **ARTICLE 4 – MANAGEMENT'S RIGHTS**

- 4.01 Subject to the provisions of this Agreement, the Employer's rights include, but are not limited to, the following:

- a) the right to maintain order, discipline, and efficiency; to make, alter, and enforce rules and regulations, policies, and practices to be adhered to by its employees; to discipline and discharge employees for just cause;
- b) the right to select, hire, and direct the working force and employees; regardless of union membership, to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities; the right to determine the kind and location of business to be done by the Employer; the direction of the working forces; the scheduling of work; the number of shifts; the methods, processes, and means by which work is to be performed; job content; quality and quantity standards; the right to use improved methods, machinery, and equipment; the right to determine the number of employees needed by the Employer at any time; and generally, the right to manage the business of the Employer and to plan, direct, and control the operations of the Employer without interference.

4.02 The sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

## **ARTICLE 5 – UNION REPRESENTATION**

5.01 For the purpose of representation with the Employer, the Employer recognizes that:



- a) The Union has the right to appoint Stewards to assist employees in presenting complaints or grievances, and to enforce and administer the Collective Agreement. The Union will advise the Employer, in writing, of the names of Stewards, and the effective dates and term of their appointments. There will be no more than one (1) steward appointed per fifteen (15) employees, except by mutual consent of the parties.
  
- b) Duly appointed 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. Union Stewards shall not act in the capacity of Representatives. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

5.02 The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances without first obtaining the permission of their foreman or immediate supervisor. Such permission will not be unreasonably withheld. The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.

- 5.03 Representatives of the Union will have access to visit job sites where members are working during normal working hours subject to the following:
- a) the Union Representative shall identify themselves to the job supervisor upon arriving at a job site;
  - b) in no case will such Union Representative interfere with the progress of work.
- 5.04 The Employer will provide the Union with an employee list and a site location and contact list once a month.
- 5.05 The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of three (3) on the committee shall be paid by the Employer to a maximum of twenty four (24) hours per contract agreement at their 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 employees concerned.
- 5.06 The Employer can meet with the employees periodically. A Union Representative may attend these meetings if the meeting relates to the administration of this Agreement, or if a shop steward requests the Union be present.
- 5.07 There shall be no Union activity during working hours 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, subject to Article 5.03.

## **ARTICLE 6 – WORK STOPPAGES**

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

## **ARTICLE 7 – EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 7.01 a) New employees will be hired on a ninety-(90) calendar day probationary period and thereafter shall attain regular employment status.
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge of probationary employees shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith, and provided that employees have been properly notified of reasonable standards that they are expected to meet.
- 7.02 Employees on probation are covered by this Agreement except those provisions that specifically exclude probationary employees.

- 7.03 As of November nineteenth (19<sup>th</sup>), two thousand seventeen (2017), employees are expected to have CSTS and WHMIS 2015 and Fall Protection certifications prior to hire. Where this is not the case, employees will be required to independently complete these certifications prior to completing their probation period. The Union will provide access to this training at no charge to employees. It is the responsibility of the employee to maintain these certifications as a condition of employment and time spent maintaining Fall Protection certification is to be paid per Schedule "A" General #5.
- 7.04 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.
- 7.05 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.
- 7.06 A Steward shall be given ten (10) minutes off work to greet new employees in person or by phone to discuss Union membership with them. Whenever possible, this will be done on the new employee's first shift.

## **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 shall also deduct administrative dues, or a sum in lieu of administrative dues, 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 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
  - 1½ time hours worked
  - Double time hours worked
  - Gross wages
- c) A separate list for will also be submitted for new hires or for any employees that have changed their information containing:

- First, middle and last name
- Complete mailing address
- Email address
- Date of birth
- Telephone number
- Social Insurance Number
- Family status
- Date of hire
- Classification: including trade certificate number and apprenticeship level or year

## **ARTICLE 9 – UNION REMITTANCES**

- 9.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 8, 19, 20, and 21, each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 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 have two (2) working days to correct this error.
- 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 two percent (2%) per annum above the Royal Bank prime rate on such unpaid amounts. Such interest shall be compounded on a monthly basis.

9.04 If the Employer satisfies all its obligations under Articles 9.01, 9.02 and 9.03 relating to Articles 8, 19, 20, and 21, the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

## **ARTICLE 10 – CLASSIFICATIONS AND RATES OF PAY**

10.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule “A”. All monetary adjustments contained in the new Agreement will be effective November fifteenth (15<sup>th</sup>), two thousand twenty (2020) and adjusted annually on or before the anniversary of this Collective Agreement, where applicable.

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

- **“Wages”** shall mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including any overtime premiums, shift allowances paid on an hourly basis, but specifically excludes any living out allowances, daily travel or travel allowances, and safety awards.
- **“Gross earnings”** shall mean compensation paid to an employee in respect of wages, premiums, vacation, and statutory holiday pay.

10.03 Additional classifications may be established by the Employer during the term of this Agreement, and the rates for same shall be subject to negotiations between the Employer and the Union and shall be formalized through a Letter of Understanding to this Agreement. Agreement will not be unreasonably withheld by either party.

#### 10.04 Show Up Time

An employee who reports for work as scheduled without having been notified that there is no work available, but who is sent home because of lack of work, shall receive a minimum of two (2) hours' pay at their prevailing hourly rate, unless they were scheduled for more than eight (8) hours, in which case the minimum shall be four(4) hours' pay at their prevailing hourly rate. The employee shall also receive their full living out allowance if and when applicable. It is the responsibility of the employee to provide a means by which the Employer can contact him. If an attempt is made by the Employer to contact an employee by way of the contact information provided in an effort to inform the employee of a lack of work, and the Employer is unable to do so, the employee will not be entitled to show up time pay.

#### 10.05 Starting Work

An employee who starts work but is prevented from completing their normal work day shall receive a minimum of four (4) hours' pay at their prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay. The employee shall also receive their full living out living out allowance if and when applicable.

10.06 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.



10.07 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.

10.08 If the Employer bids on jobs which specify a specific rate schedule, the parties agree to meet to determine the rate to be paid for the particular project.

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

11.01 The normal workweek shall consist of five (5) eight-(8) hour workdays, Monday to Friday inclusive.

11.02 Employees will be paid overtime as follows:

a) Daily:

- i) one and one half (1½) times the employee's prevailing hourly rate of pay for all hours worked in excess of eight (8) hours daily.
- ii) two (2) times the prevailing hourly rate for all hours worked in excess of twelve (12) hours daily.

b) Weekly:

- i) one and one half (1½) times the employee's prevailing hourly rate of pay for all hours worked in excess of forty (40) hours per week, exclusive of daily overtime.

- ii) two (2) times the prevailing hourly rate for all hours worked in excess forty-eight (48) hours weekly, excluding daily overtime.

11.03 An employee who works seven (7) consecutive days is entitled to double time (2x) for the hours worked on the seventh (7<sup>th</sup>) day of their normal work week.

11.04 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects.

11.05 When a statutory holiday occurs during the week, weekly overtime shall be paid for all hours worked in excess of thirty-two (32) hours per week, exclusive of daily overtime, or twenty-four (24) hours, exclusive of daily overtime, if there are two statutory holidays in a week.

11.06 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week, other than those stipulated in Articles 10.04 and 10.05.

11.07 There will be two (2) paid coffee breaks of ten (10) minutes' duration on each shift, one in the first half of the shift and one in the second half of the shift. Employees will be given a meal period of one half ( $\frac{1}{2}$ ) hour per shift but such period will not be considered as time worked. Employees shall be entitled to an additional coffee break for every four (4) hours of overtime worked in a given day. The provisions of this clause may be altered on a site by site basis upon agreement between the parties.

11.08 No employee will work more than five (5) consecutive hours without at one-half (½) hour meal period.

11.09 Whenever possible employees will be given four (4) hours' notice of overtime.

11.10 Sunday shall be deemed the first day of the week.

### **ARTICLE 12 – LAYOFFS**

12.01 The Employer agrees to notify the Union of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employees' classification and latest available phone number.

12.02 The Employer agrees that no employees, including probationary employees, will be laid off while the employees of temporary labour services continue to work, provided that an employee of the Employer is qualified, able, and willing to take over the work of the temporary worker at a rate of pay commensurate with Schedule "A" for the work being performed.

### **ARTICLE 13 – VACATIONS AND VACATION PAY**

13.01 Vacation time and vacation pay for employees shall be according to the following schedule:

Continuous years of service	Vacation Time	Vacation Pay*
In the 1 <sup>st</sup> and 2 <sup>nd</sup> years	2 weeks	4%

In the 3 <sup>rd</sup> and 4 <sup>th</sup> years	3 weeks	6%
In the 5 <sup>th</sup> year to the 9 <sup>th</sup> year	4 weeks	8%
In the 10 <sup>th</sup> year to the 19 <sup>th</sup> year	5 weeks	10%
In the 20 <sup>th</sup> year and higher	6 weeks	12%

\* Vacation pay is calculated as a percentage of gross wages.

- 13.02 Employer approval of vacation time is subject to operational requirements. Vacation requests will not be unreasonably denied.
- 13.03 Years of service will be deemed continuous if no layoff of longer than three (3) months occurs.
- 13.04 Vacation pay shall be paid out in each pay period. Employees may, at their option, request in writing to bank their vacation pay entitlement. These entitlements will be paid out twice per year on the payroll closest to July first (1<sup>st</sup>) and December first (1<sup>st</sup>). Two (2) weeks prior to the entitlement pay-out date, employees may request in writing that the full amount be paid out directly into their RSP. Such vacation pay shall be on a separate cheque.

## **ARTICLE 14 – HOLIDAYS AND HOLIDAY PAY**

- 14.01 Employees shall be entitled to receive a regular days' pay at their prevailing hourly rate for the following eleven (11) holidays:

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

14.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1½) times their prevailing hourly rate for the first twelve (12) hours worked. Thereafter they shall receive two (2) times the regular hourly rate.

14.03 Employees will be eligible for statutory holiday pay providing they have worked or earned wages fifteen (15) of the thirty (30) calendar days preceding the statutory holiday. Vacation time will be considered time worked.

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

## **ARTICLE 15 – TRANSPORTATION, TRAVEL AND LIVING OUT ALLOWANCE**

15.01 a) It is recognized by the Employer and the Union that the purpose of transportation, daily travel, and living out allowance in this article is to provide a fair means of compensating employees for additional travel and accommodation expenses incurred while working on projects located beyond a reasonable distance from their residence.

- b) There will be a free travel zone within the Metro Vancouver (as outlined in Schedule “E”), or a seventy-five (75) kilometre free travel zone radius from the job site when the job site is outside Metro Vancouver.
- c) Travel allowances will not be used in computing overtime.

#### 15.02 Metro Vancouver Jobs

No transportation, travel or living out allowances will be applicable on projects within the Metro Vancouver free zone, except for those described in Article 15.05.

#### 15.03 Daily Travel

Daily travel allowance will be paid on projects outside of the Metro Vancouver free zone, subject to the following conditions:

- a) when an employee is required to travel daily to a project, and their permanent, or temporary residence when receiving living out accommodation allowance, is beyond the seventy-five (75) kilometre radius from the job site;
- b) where the Employer does not provide transportation;
- c) where the employee uses their own vehicle, the daily travel allowance will be paid at thirty-five cents (\$0.35) per kilometre for total kilometres traveled daily, up to the free zone;
- d) where the employee does not use their own vehicle, the daily travel allowance will cover the cost of public transportation taken up to the free zone.

Daily travel allowances will be paid on the employee's regular pay period cheque.

#### 15.04 Transportation Allowance

Employees assigned to work on a project outside the Metro Vancouver free zone and who are required to be away from their normal place of residence, will be paid a transportation allowance according to the following:

- a) where the Employer does not provide transportation to the project, the employee will be paid a transportation allowance to travel to the project location at the start and at the end of a project, for each turnaround, and again if the employees are laid off and recalled to the same project.
- b) The transportation allowance will be paid in accordance with Article 15.03 (c-d) and is subject to the project specific memoranda as established in Article 16.
- c) employees who voluntarily quit the job within twenty-one (21) days or are terminated for just cause will not be entitled to the transportation allowance.

#### 15.05 Transfers and Travel Time

- a) On all projects, regardless of accessibility or isolation, where an employee transports an Employer's vehicle to the job, such employee will be paid at the employee's prevailing base hourly rate at straight time for actual time traveled. Such employees will not receive duplicating travel allowances.

- b) Unauthorized personal use of the Employer's vehicles is prohibited.
- c) If the employee uses their own vehicle during transfers directly from one project to another, the employee will be paid at their prevailing base hourly rate at straight time for the actual time travelled.

#### 15.06 Living Out Allowance (LOA)

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay a daily living out allowance of ninety dollars (\$90.00) per day worked.

The daily living out allowance may be changed subject to agreement in writing between the Employer and the Union, based on area and seasonal costs with lodging based on two (2) employees per room.

- b) Alternately, the Employer may at their discretion provide accommodation for employees. In the event that the Employer provides accommodations for employees, lodgings will be based on two (2) employees per room and each employee will be paid forty-five dollars (\$45.00) per day for food.
- c) The LOA will be paid subject to the following conditions:
  - i) LOA begins when an employee reports for their first scheduled shift.



- ii) LOA will be paid for all days worked and all show up days. Allowance will not be paid for any day on which an employee does not work of their own accord for reason other than job-related accident.
- iii) On projects where a sleeping camp is being supplied for use by the employees, a reasonable partial LOA will be paid to employees making use of the camp, as determined between the Employer and the Union.

15.07 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for premiums, transportation, travel, and LOA. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union as outlined in Article 16.

#### 15.08 Turnarounds

During the course of a project the work schedule may provide for turnaround periods to allow employees reasonable time off. This time and cost reimbursement will be subject to agreement by the Employer and Union.

### **ARTICLE 16 – PROJECT SPECIFIC MEMORANDA**

16.01 a) If necessary, as per Articles 2.05, 10.01 and 15.07, a Project Specific Conference will be held to determine site-specific issues. This conference may be conducted via telephone, through a scheduled meeting, or by some other practical means as agreed to by the Parties.

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

## **ARTICLE 17 – UNION-MANAGEMENT COMMITTEE**

17.01 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for 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 towards 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.

- 17.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meetings 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) discipline and discharge policies;
  - ii) training and promotion;
  - iii) safety measures;
  - iv) matters that affect the working conditions of the employees.
- b) The Employer shall appoint representatives and the union will appoint shop stewards to the Union-Management Committee. The Minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office.

17.03 An employee committee member attending the Union-Management meetings during regular working hours shall be entitled to their prevailing hourly rate of pay. 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 such a committee member for each meeting attended.

17.04 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.

## **ARTICLE 18 – HEALTH AND SAFETY COMMITTEE**

- 18.01 a) The Employer agrees to make practicable provisions for the occupational safety and health of its employees on its job sites and shop during the hours of their employment.
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.
- c) It is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- 18.02 The Employer will publish safety rules and procedures in a Safety Manual and if requested provide a copy to the Union. The employees will be given a safety orientation prior to the commencement of work on a job site.
- 18.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury, shall receive payment for the remainder of their shift.
- 18.04 An employee who is injured on the job and requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide, at no cost to the employee, transportation to an available facility near the employee's home.

18.05 All safety matters shall be handled in accordance with the established Work Safe BC Regulations/Policy and the Employer's Safety Manual.

## **ARTICLE 19 – HEALTH AND WELFARE PLAN**

19.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one dollar and ninety-five cents (\$1.95) as per Schedule “A”, for all hours worked, up to two thousand (2,000) hours per calendar year, by all employees to the Union’s Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline on the Plan is included in Schedule “B”.

Effective January 1, 2021, the Employer agrees to pay one dollar and ninety-nine cents (\$1.99) as per Schedule “A”, for all hours worked, up to two thousand (2,000) hours per calendar year, by all employees to the Union’s Health and Welfare Plan.

19.02 a) Employees are eligible to receive coverage on the first of the month following three hundred fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

b) 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.

- 19.03 On January first (1<sup>st</sup>) of each year of this Agreement starting in 2022, the Union may present the requirements of funding, as directed by the Trustees of the CLAC Health & Welfare Trust Fund, to the Employer. Where such requirements do not exceed four percent (4%) per year cumulatively, the Employer will comply and increase its remittances accordingly, only upon receiving evidence and rationale for increases from the Union and the Employer providing their consent to proceed.
- 19.04 Should an employee wish to continue participation in the Health and Welfare Plan while on parental leave, the Employer will continue to remit the agreed monthly plan costs directly to the Union.

## **ARTICLE 20 – RETIREMENT SAVINGS PLAN**

- 20.01 The Employer agrees to contribute three percent (3%) and in the sixth (6<sup>th</sup>) year of service, four percent (4%) of the prevailing hourly rate and match an employee's self-contributions up to a maximum of two percent (2%) of the prevailing hourly rate, for each hour worked by each employee toward each employee's participation in the group RSP administered by the CLAC Health and Welfare Trust Fund. The Employer agrees to remit such contributions to the Union's Remittance Processing Centre on a monthly basis. Employees will be automatically enrolled in the matching RSP program at the two percent (2%) level, and must inform the Employer in writing if they wish to participate at a lower percentage level or not at all.
- 20.02 Contributions to the employee's RSP, administered by the Trust Fund, shall be made in accordance with direction by the Union,

and the Employer shall be saved harmless for all contributions and administration of the group plan.

20.03 Employees may direct that an additional amount be remitted on a self-contributory basis via payroll deduction. Employees may only amend their contribution level twice yearly, on February first (1<sup>st</sup>) and August first (1<sup>st</sup>).

## **ARTICLE 21 – EDUCATION AND TRAINING**

21.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.5%) of prevailing hourly rate for all hours worked by each employee to the Union’s Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for union dues.

## **ARTICLE 22 – TOOLS**

22.01 Carpenters and Labourers, and other tradespersons shall supply their own tools as listed in Schedule “D”. Specialty tools shall be provided by the Employer.

22.02 The employees shall be held responsible for all tools issued to them by the Employer. The Employer shall provide adequate security for all tool storage on the site.

## **ARTICLE 23 – PROTECTIVE EQUIPMENT**

23.01 All employees shall wear safety hats made available by the Employer.

23.02 All employees shall wear safety footwear and rain gear where required, furnished by the employee. Employees are required to

maintain safe and effective footwear. Failure to do so may result in disciplinary action.

23.03 The Employer will furnish employees with safety equipment (including safety glasses and hearing protection) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.

#### **ARTICLE 24 – LEAVES OF ABSENCE AND BEREAVEMENT PAY**

24.01 a) In addition to leaves governed by the Employment Standards Act, the Employer shall grant leaves of absence, without pay in the case of:

- i) sickness in the employee's immediate family;
- ii) death in the employee's immediate family;
- iii) marriage of the employee;

Immediate family member is defined as a parent, legal guardian, grandparent, grandparent of spouse, spouse, common law spouse, child, legal dependant, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchild.

b) The Employer shall grant leaves of absence, without pay, for Union activity other than directly relating to the Employer under the following circumstances:



- i) Where reasonable notice is given
- ii) Where the absence will not substantially impact operational requirements
- c) Leaves of absence under Article 24.01(a) and (b) shall not exceed one (1) calendar week unless a longer time is mutually agreed upon between the Employer and the employee.
- d) Requests for unpaid leaves of absence for educational purposes shall be subject to the conditions outlined in Article 24.01(b), and 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 established in Article 17.

24.02 The above shall not preclude extensions for leaves of absence at the employer's discretion for education purposes 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.

24.03 An employee will be granted up to three (3) days' leave of absence with pay, at their regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's immediate family member as defined in 24.01 (a). The Employer maintains the right to request a copy of the death certificate.

24.04 Employees who fail to report for work for three (3) consecutive days or shifts without giving a justifiable reason shall be deemed to have voluntarily quit.

24.05 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 25 – GRIEVANCE PROCEDURE**

25.01 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.

25.02 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Employer's Management designate to whom the employee reports. The employee may choose to be accompanied by a Steward.

25.03 The parties to this Agreement recognize that Union Representatives and Union Stewards are the individuals through whom employees shall process their grievances and receive settlement thereof.

25.04 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.

25.05 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 26, bypassing Steps 1 and 2 of the Grievance Procedure. A 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 named representative.

25.06 A “Group Grievance” is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.

#### 25.07 Step 1

A grievance shall be submitted to the Employer in writing 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 griever and the Union Representative within seven (7) days of the day on which the grievance is submitted.

#### 25.08 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 26 – ARBITRATION**

- 26.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 26.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within five (5) days after receiving the decision given at Step 2 of the grievance procedure.
- 26.03 If a notice of desire to arbitrate is served, the two parties shall, within seven (7) days of service, attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 26.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 26.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 26.06 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 a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

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

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

26.09 An Arbitrator shall only be empowered to render their decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 27 – DISCHARGE, SUSPENSION, AND WARNING**

27.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an employee to abide by safety regulations or the terms of the Employer's Drug and Alcohol Policy; the refusal by the employee to abide by the requirements of the Employer's clients; and the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices. Such suspension or discharge is subject to the Grievance procedure.

27.02 The parties agree to abide by the principles of progressive discipline. Progressive discipline is designed to assist an employee to change behaviour and/or performance.

27.03 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be noted by the foreman/supervisor. The foreman/supervisor shall inform the Union Steward of the warning within twenty-four (24) hours.

27.04 A job 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. If the employee does not choose another employee, the Employer will choose another employee to be present.

## **ARTICLE 28 – DURATION**

28.01 This Agreement shall be effective on the fifteenth (15<sup>th</sup>) day of November, two thousand twenty (2020) and shall remain in effect until the fourteenth (14<sup>th</sup>) day of November, two thousand twenty-three (2023) and for further periods of one year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period of four (4) months 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.

28.02 The Parties agree to exclude the operation of section 50(2) and (3) of the Labour Relations Code.

**DATED** at \_\_\_\_\_, B.C., this \_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED** on behalf of  
**SCOTT CONSTRUCTION**  
**(2005) LTD.**

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

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" – CLASSIFICATIONS AND RATES OF PAY**

As per Article 2.02, this Agreement covers all employees of the employer, including, but not limited to, the following construction sectors. Hourly wage rates and classifications not listed here for certain sectors are subject to negotiations as per Article 10.03 of this agreement. Where the listed wage rates do not conform to the prevailing rates at projects in a certain region and/or sector, the parties shall meet to determine the applicable rates as per Article 10.01.

### **Commercial/Institutional construction shall be defined to include but is not limited to:**

The construction of commercial projects such as strip malls, shopping centers, office buildings, and multi-residential buildings, as well as the construction of institutional buildings such as schools, hospitals, and related structures such as stadiums, and indoor swimming pools.

### **Civil construction shall be defined to include, but is not limited to:**

The construction of federal, provincial, territorial or municipal roads, highways, logging roads, mining roads, mine stripping, railway grades, dykes, access roads to projects or industrial site, residential and municipal utility work and mine tailing dams, water and sewer lines, power and communication lines.

### **Industrial Construction shall be defined to include, but is not limited to:**

The construction of large industrial projects such as oil refineries, petrochemical plants, power plants, mines, refineries, munitions plants, cement and automotive factories, transmission facilities including meter stations, pumping stations, compressors stations, and tanks farms, manufacturing and productions plants such as pulp mills, sawmills, and grain elevators.



## WAGE RATES OF PAY

<b>Classification</b>	<b>Base Wage Effective Nov. 15, 2020<sup>4</sup></b>	<b>Vacation<sup>1</sup></b>	<b>RSP<sup>2</sup></b>	<b>H&amp;W<sup>3</sup> Effective Dec. 1 2020</b>	<b>Total</b>
	<b>1.1%</b>	<b>4%</b>	<b>5%</b>	<b>\$1.95</b>	
Journeyman Carpenter 2	\$36.87	\$1.47	\$1.84	\$1.95	\$42.13
Journeyman Carpenter 1	\$35.62	\$1.42	\$1.78	\$1.95	\$40.77
Uncertified Carpenter 2	\$34.36	\$1.37	\$1.72	\$1.95	\$39.40
Uncertified Carpenter 1	\$32.48	\$1.30	\$1.62	\$1.95	\$37.35
Skilled Labourer 3	\$29.98	\$1.20	\$1.50	\$1.95	\$34.63
Skilled Labourer 2	\$27.50	\$1.10	\$1.38	\$1.95	\$31.93
Skilled Labourer 1	\$24.98	\$1.00	\$1.25	\$1.95	\$29.18
Unskilled Labourer	\$22.49	\$0.90	\$1.12	\$1.95	\$26.46
Clean-up/ Entry Labourer	\$19.99	\$0.80	\$1.00	\$1.95	\$23.74
Traffic Control Person 2	\$25.49	\$1.02	\$1.27	\$1.95	\$29.73
Traffic Control Person 1	\$23.00	\$0.92	\$1.15	\$1.95	\$27.02
Health and Safety Coordinator	\$37.01	\$1.48	\$1.85	\$1.95	\$42.29
CSO 3 - minimum level 2 FAA	\$34.99	\$1.40	\$1.75	\$1.95	\$40.09
CSO 2 - minimum level 2 FAA	\$32.48	\$1.30	\$1.62	\$1.95	\$37.35
CSO 1- minimum level 2 FAA	\$29.98	\$1.20	\$1.50	\$1.95	\$34.63
Hoist Operator	\$26.88	\$1.08	\$1.34	\$1.95	\$31.25

<sup>1</sup>Increases as per Article 13.01 of the Collective Agreement

<sup>2</sup>Increases as per Article 20.01 of the Collective Agreement

<sup>3</sup>Increases as per Article 19.03 of the Collective Agreement

<sup>4</sup>Additional increase on May 15, 2021 possible as per General 1 of the Collective Agreement

## WAGE RATES OF PAY Cont'd

<b>Classification</b>	<b>Base Wage Effective Nov. 15, 2021 2.0%</b>	<b>Vacation<sup>1</sup> 4%</b>	<b>RSP<sup>2</sup> 5%</b>	<b>H&amp;W<sup>3</sup> Effective Jan.1, 2021 \$1.99</b>	<b>Total</b>
Journeyperson Carpenter 2	\$37.61	\$1.50	\$1.88	\$1.99	\$42.98
Journeyperson Carpenter 1	\$36.33	\$1.45	\$1.82	\$1.99	\$41.59
Uncertified Carpenter 2	\$35.05	\$1.40	\$1.75	\$1.99	\$40.19
Uncertified Carpenter 1	\$33.13	\$1.33	\$1.66	\$1.99	\$38.11
Skilled Labourer 3	\$30.58	\$1.22	\$1.53	\$1.99	\$35.32
Skilled Labourer 2	\$28.05	\$1.12	\$1.40	\$1.99	\$32.56
Skilled Labourer 1	\$25.48	\$1.02	\$1.27	\$1.99	\$29.76
Unskilled Labourer	\$22.94	\$0.92	\$1.15	\$1.99	\$27.00
Clean-up/ Entry Labourer	\$20.39	\$0.82	\$1.02	\$1.99	\$24.22
Traffic Control Person 2	\$26.00	\$1.04	\$1.30	\$1.99	\$30.33
Traffic Control Person 1	\$23.46	\$0.94	\$1.17	\$1.99	\$27.56
Health and Safety Coordinator	\$37.75	\$1.51	\$1.89	\$1.99	\$43.14
CSO 3 - minimum level 2 FAA	\$35.69	\$1.43	\$1.78	\$1.99	\$40.89
CSO 2 - minimum level 2 FAA	\$33.13	\$1.33	\$1.66	\$1.99	\$38.11
CSO 1- minimum level 2 FAA	\$30.58	\$1.22	\$1.53	\$1.99	\$35.32
Hoist Operator	\$27.42	\$1.10	\$1.37	\$1.99	\$31.88

<sup>1</sup>Increases as per Article 13.01 of the Collective Agreement

<sup>2</sup>Increases as per Article 20.01 of the Collective Agreement

<sup>3</sup>Increases as per Article 19.03 of the Collective Agreement

## WAGE RATES OF PAY Cont'd

<b>Classification</b>	<b>Base Wage Effective Nov. 15, 2022 2.0%</b>	<b>Vacation<sup>1</sup> 4%</b>	<b>RSP<sup>2</sup> 5%</b>	<b>H&amp;W<sup>3</sup> \$1.99</b>	<b>Total</b>
Journeyman Carpenter 2	\$38.36	\$1.53	\$1.92	\$1.99	\$43.80
Journeyman Carpenter 1	\$37.06	\$1.48	\$1.85	\$1.99	\$42.38
Uncertified Carpenter 2	\$35.75	\$1.43	\$1.79	\$1.99	\$40.96
Uncertified Carpenter 1	\$33.79	\$1.35	\$1.69	\$1.99	\$38.82
Skilled Labourer 3	\$31.19	\$1.25	\$1.56	\$1.99	\$35.99
Skilled Labourer 2	\$28.61	\$1.14	\$1.43	\$1.99	\$33.17
Skilled Labourer 1	\$25.99	\$1.04	\$1.30	\$1.99	\$30.32
Unskilled Labourer	\$23.40	\$0.94	\$1.17	\$1.99	\$27.50
Clean-up/ Entry Labourer	\$20.80	\$0.83	\$1.04	\$1.99	\$24.66
Traffic Control Person 2	\$26.52	\$1.06	\$1.33	\$1.99	\$30.90
Traffic Control Person 1	\$23.93	\$0.96	\$1.20	\$1.99	\$28.08
Health and Safety Coordinator	\$38.51	\$1.54	\$1.93	\$1.99	\$43.97
CSO 3 - minimum level 2 FAA	\$36.40	\$1.46	\$1.82	\$1.99	\$41.67
CSO 2 - minimum level 2 FAA	\$33.79	\$1.35	\$1.69	\$1.99	\$38.82
CSO 1- minimum level 2 FAA	\$31.19	\$1.25	\$1.56	\$1.99	\$35.99
Hoist Operator	\$27.97	\$1.12	\$1.40	\$1.99	\$32.48

<sup>1</sup>Increases as per Article 13.01 of the Collective Agreement

<sup>2</sup>Increases as per Article 20.01 of the Collective Agreement

<sup>3</sup>Increases as per Article 19.03 of the Collective Agreement

## CLASSIFICATIONS AND DESCRIPTIONS

Classification	Description
Journeyperson Carpenter 2	Ticketed journeyperson greater than 1 years experience
Journeyperson Carpenter 1	Ticketed journeyperson less than 1 years experience
Uncertified Carpenter 2	Greater than 3 years experience and all round capability
Uncertified Carpenter 1	Less than 3 years experience & all round capability
Skilled Labourer 3	Minimum 3 years experience. Guidelines: Demonstrates all round capability at skills listed
Skilled Labourer 2	Minimum 2 years experience. Guidelines: In addition to the skills listed in Labourer 1; able to perform non-engineered hoarding and fencing, grading, slab on grade prep, rodman, grinding, jackhammer, operate and maintain power tools
Skilled Labourer 1	Minimum 1 years experience. Guidelines: Able to perform demolition, digging, backfill, compaction, swamper, dewatering, dismantle forms, garbage and waste removal
Clean up /Entry Labourer	Clean up, shoveling, moving materials
Unskilled Labourer	Proficiency on some power tools
Traffic Control Person 2	Greater than 3 years relevant experience
Traffic Control Person 1	Less than 3 years relevant experience
CSO 1-minimum level 2 FAA	Entry level
CSO 2-minimum level 2 FAA	Greater than 2 years relevant project experience
CSO 3-minimum level 2 FAA	Greater than 5 years relevant project experience

## Labourer (Guidelines)

- Hand demolition
- Non-engineered hoarding, fencing
- Trenching, hand digging
- Backfill, compaction
- Grading, slab on grade prep
- Labour for final site grading
- Swamper, rodman, carpenter's
- Dewatering, submersible pumps
- Dismantle forms
- Pour and vibrate concrete
- Concrete mixes, patch concrete
- Grouting
- Miscellaneous concrete work
- Grinding, jack hammering
- Patch inlet and outlet knockouts
- Deliveries, material handling, storage, distribution
- Mason frames setup and dismantle
- Maintain guardrails, ladders
- Temporary heating, propane-heaters
- Weather enclosures
- Clean-up
- Garbage and waste removal, coordinate bin dump & returns with supervisor
- Finish protection
- Maintain, store, track and coordinate reordering of miscellaneous.
- Operate and maintain power tools
- Maintain, track and store miscellaneous tools and equipment
- Some firestopping experience
- Knowledge of fall arrest systems, WHMIS

## GENERAL NOTES TO SCHEDULE “A”:

1. If the BC CPI twelve (12) month trailing average on May fifteenth (15<sup>th</sup>), two thousand and twenty-one (2021) is higher than one and one tenths percent (1.1%), the difference between the BC CPI twelve (12) month trailing average and one and one tenths percent (1.1%) will automatically apply, to a maximum of nine tenths percent (0.9%).
2. Employees with continuous years of service as outlined below will receive the following non-cumulative increases. Continuous years of service will be defined as per Article 13.03 of the Agreement.
  - i. Five (5) completed continuous years of service – \$1.50 per hour on their regular base hourly wage.
  - ii. Ten (10) completed continuous years of service – \$2.50 per hour on their regular base hourly wage.
  - iii. Twenty (20) completed continuous years of service – \$3.50 per hour on their regular base hourly wage.
3. **Apprenticeship**

The parties encourage training and apprenticeship, and agree to cooperate to advance the same. Either party may indenture apprentices. Wage rates of existing employees will not be reduced as a result of enrolment in an apprenticeship. Apprentices will be granted leave to attend mandatory in-school training. Employee enrolment in an apprenticeship will be at the mutual agreement of the parties.

## Wage Rates for Apprenticeships with 4 Levels

Apprenticeship Level	Requirements	% of Journey-Person 2 Rate
Level 1	Start apprenticeship Indenture with CLAC or company	60%
Level 2	Finish 25% of practical training and Level 1 examination	70%
Level 3	Finish 50% of practical training and Level 2 examination	80%
Level 4	Finish 75% of practical training and Level 3 examination	90%

Practical training requirements as determined by the ITA:

Carpenter: 5000 hours

#### 4. **Premiums:**

- Afternoon shift \$0.75 per hour
- Night shift \$1.50 per hour
- Lead Hand \$1.00 per hour  
Regularly leads a group of two or more Scott Construction employees and/or temporary workers.
- Working Foreman \$2.00 per hour (above the highest applicable labour classification rate)

Regularly coordinates and is responsible for the work of Scott Construction employees and other trades. May still be required to perform in a labour capacity based on amount of coordination required.

- Steward \$0.50 per hour
- Designated Level 1 First Aid Attendant \$0.25 per hour
- Designated Level 2 First Aid Attendant \$0.50 per hour
- Designated Level 3 First Aid Attendant \$1.00 per hour
- Traffic Control Person (TCP) Ticket \$0.50 per hour
- Hoist Ticket \$0.50 per hour

On a project specific basis, employees who are required by the employer to have and maintain a certification level for said project will receive the premiums for all hours worked on that project only. Employees that move to another project site where they are not required to have and maintain said certification level, will not be paid premiums for that certification until they are asked to use that certification on the new site.

**5. Training:**

Employees who are required by the employer to maintain a certification level will be paid at their prevailing hourly rate for hours required for attendance in such courses.

**6. Boot, Prescription Safety Glasses and Custom Molded Ear Protection Allowance:**

Effective November fifteenth (15<sup>th</sup>) two thousand and twenty (2020), all employees who have completed one (1) year of continual employment shall receive a maximum annual boot, prescription safety glass or molded ear protection allowance of one hundred dollars (\$100.00) upon the presentation of purchase receipt(s). Employees will qualify for the annual allowance on



their anniversary date. The allowance will not carry over from year to year.

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

### **OUTLINE 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, doctor’s referral required;
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of six hundred dollars (\$600.00) per week. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident or hospitalization and the fourteenth (14<sup>th</sup>) day of illness for a maximum of one hundred nineteen (119) days (1/14/119). Effective December 1, 2020, weekly benefits, payable after the

first (first (1<sup>st</sup>) day of accident or hospitalization and the seventh (7<sup>th</sup>) 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 \$2,600.00 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 <a href="http://myclac.ca">myclac.ca</a> )	<b>1-888-711-1119</b>
<b>MORNEAU SHEPPEL</b> (EFAP) <a href="http://www.workhealthlife.com">www.workhealthlife.com</a>	<b>1-844-880-9142</b>

## **SCHEDULE "C" – CONSCIENTIOUS OBJECTOR STATUS**

*(This page does not form part of the Collective Agreement. It is for information purposes 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.

## SCHEDULE "D" – TOOL LIST

### **CARPENTERS (Uncertified Carpenter 1 to Journeyman Carpenter 2)**

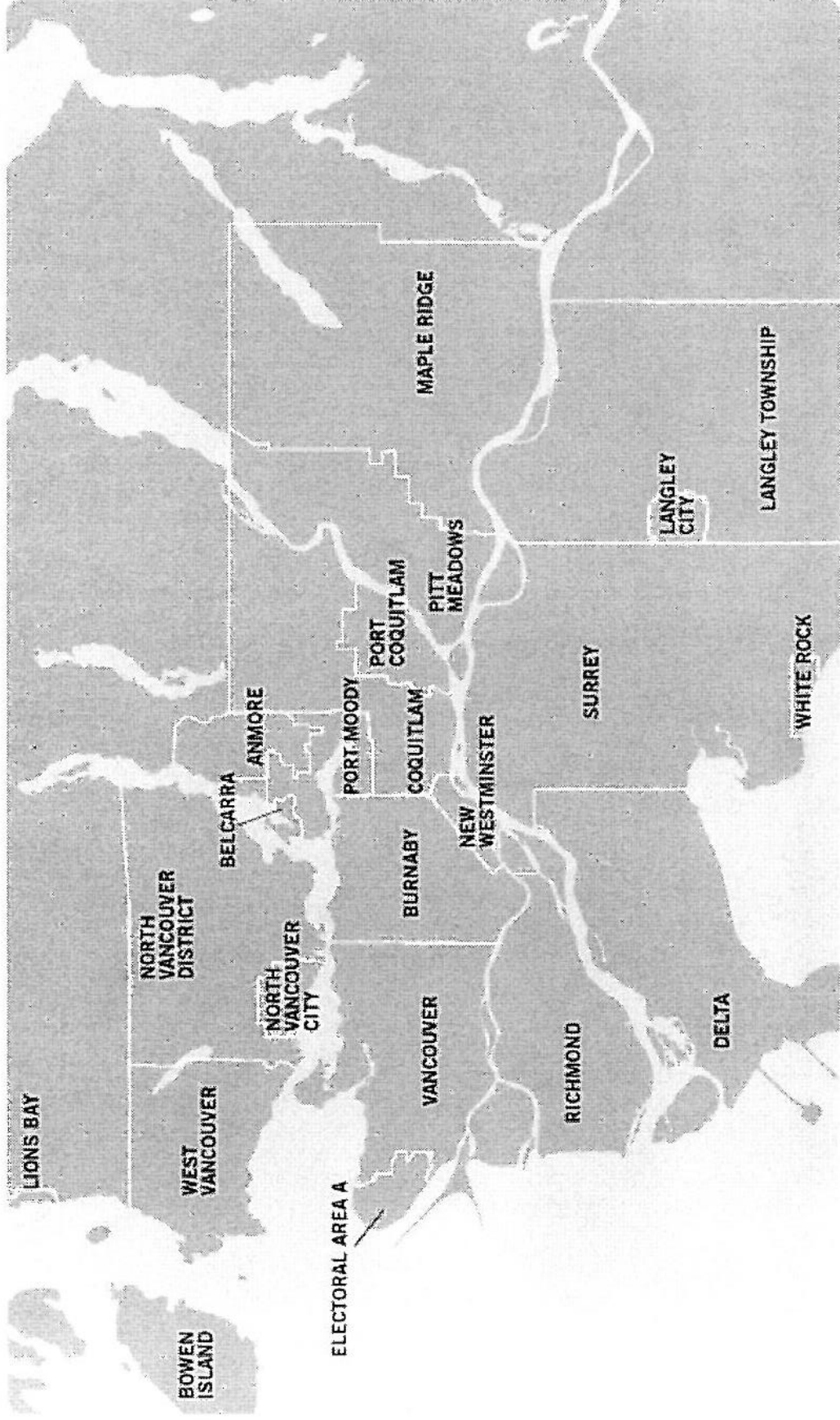
- Tool belt or Apron
- Nail Bar
- Hammer
- Tape Measure
- Pliers
- Knife
- Chalk Line
- String Line
- Multi Bit Screwdriver
- 3/4" Chisel
- Speed Square
- Framing Square
- Torpedo Level
- 4" Level
- 2" Level
- 12" adjustable (crescent) wrench
- Small hand saw

### **LABOURERS (Unskilled Labourer to Skilled Labourer 3)**

- Tool Belt
- Hammer
- Nail Bar
- Knife
- Tape Measure
- 12" adjustable (crescent) wrench
- Multi-bit screwdriver
- Pliers

**SCHEDULE "E" – FREE TRAVEL ZONE**

Metro Vancouver shall be defined as per the following:



## **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”.***