

COLLECTIVE AGREEMENT



and

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

**AFFILIATED WITH THE
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

Our Commitment to the Workplace

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

INTEGRITY

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

PARTNERSHIP

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

FAIRNESS

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

RESPECT

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

COMMUNITY

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

COLLECTIVE AGREEMENT

BETWEEN:

BEMAC CONSTRUCTION CORP

AND:

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

March 1, 2013 – May 31, 2014

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COLLECTIVE AGREEMENT

BETWEEN: BEMAC CONSTRUCTION CORP
(hereinafter referred to as “the Employer”)

**AND: CONSTRUCTION AND ALLIED WORKERS’
UNION, LOCAL 68 AFFILIATED WITH THE
CHRISTIAN LABOUR ASSOCIATION OF
CANADA**
(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, discipline, transfer, layoff, of employees;
 - d. Establish a just and prompt procedure for the disposition of grievances;

- e. And generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour/management relations:

- a. The industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of management;
- b. The economic character springs from a continuous striving towards the efficient use of scarce resources, energy and the environment, and in the adequate development of the employees, research, production and marketing; and,
- c. The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

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

ARTICLE 2 - RECOGNITION

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

- 2.02 This Agreement covers all employees of the Employer in British Columbia and the Yukon Territory, save and except supervisory staff and office staff.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement, and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual written agreement of the parties.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Employer's rights, subject to the terms of this Agreement, 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 provide corrective actions and dismiss employees for just cause.
 - b. The right to select, hire, and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff 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, the right to assign the work, and to plan, direct, and control the operations of the Employer without interference.

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

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

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

- a. it does not possess the necessary facilities or equipment;
- b. it does not have and/or cannot acquire the required employees; or
- c. it cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.

The purchase or lease of equipment or materials and/or services stipulates that the award of a contract is dependent upon the use of the purchaser's equipment, facilities, or workforce.

- 3.05 When practical, prior to subcontracting, the Employer will discuss with the Union the portion or portions of the project that the Employer wishes to subcontract and the subcontractor to be hired to do such work.

ARTICLE 4 - SCOPE

- 4.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 4.02 Should any government legislation or regulation vary conditions as defined in this Agreement, the parties will meet to discuss and review these changes.
- 4.03 The parties agree that
- Part 3, Wages, Special Clothing, & Records;
 - Part 4, Hours of Work and Overtime;
 - Part 5, Statutory Holidays;
 - Part 7, Annual Vacation; and
 - Part 8, Termination of Employment
- of the *BC Employment Standards Act* forms part of this Agreement, except those provisions specifically modified by this Agreement.

- 4.04 Notwithstanding Article 4.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 4.05 Subject to Article 3, the omission of specific mention in this agreement of existing rights established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights.

ARTICLE 5 - REPRESENTATION

- 5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 5.02 Representatives
- a. Representatives of the Union (“Representatives”) are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and 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 of the Union will have access to visit job sites during normal working hours subject to the following. The Representative(s) will:
 - i) Identify themselves to the appropriate management personnel upon arriving at a job site;
 - ii) Not interfere with the progress of work.
 - iii) Be subject to the client’s and employer’s site protocols

5.03 Stewards

- a. The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement. In general, the number of stewards will not exceed two (2) per project unless the project employs fifty (50) or more bargaining unit employees. In such cases the Union may increase the number of stewards to four (4) per project. Additional stewards may be added by mutual agreement. Agreement will not be unreasonably withheld.
- b. Stewards shall be eligible for a premium in the amount set out in Schedule “A” of this Agreement provided the Union advises the Employer, in writing, of the names of the Stewards. The premium amount shall be applied effective the date of receipt of written notification.
- c. Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the Employer. Permission will not be unreasonably withheld and the Employer will pay such Stewards at their prevailing hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks.
- d. A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information. This will, whenever possible, occur during the new employee’s site orientation or first shift.

5.04 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee. The negotiating committee will consist of two (2) members for every hundred employees, to a maximum of six (6) members. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the prevailing hourly rate to a maximum of forty (40) hours. Additional hours will be subject to mutual agreement. Agreement will not be unreasonably withheld.

5.05 The Employer

- a. The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative shall be entitled to attend such meetings.
- b. The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.

ARTICLE 6 - WORK STOPPAGES

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

- a. The Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 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 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will give preference to Union members for employment, provided such applicants are qualified to meet the requirement of the job.
- 7.02 Further to Article 7.01, the parties agree that the Union's Career Services department may be utilized in maintaining a desirable and competent labour force.
- 7.03 Prospective Hires
Upon request, the Career Services department will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.
- 7.04 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 7.01, the Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement, whether or not they join the Union.
- 7.05 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.
- 7.06 It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.

- 7.07 a. New employees will be hired on a three (3) calendar month 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 dismissal 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.
- 7.08 An employee who is laid off and recalled by the Employer will not start a new probationary period but will be given credit for their previous employment, provided the employee returns within six (6) months of the layoff.
- 7.09 Employees laid off for a period longer than six (6) months and recalled by the Employer will re-serve a new probationary period.
- 7.10 An employee who quits or is dismissed for just cause and is rehired will serve a new probationary period.
- 7.11 Probationary employees are covered by the Agreement, excepting those provisions that specifically exclude such employees.

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, and administrative dues, or a sum in lieu of administrative dues, from each employee's pay as a condition of employment.

- 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. The Union will provide a Dues Directive to the Employer.
- 8.02 The total amount checked off will be remitted to the Union's Remittance Processing Centre each month, by the tenth (10th) 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 will be saved harmless for all deductions and payments so made.
- 8.03 In addition to the above, this itemized list shall also contain the following for each employee: name, address, telephone number, email address, social insurance number, date of hire, classification, date and reason of termination, base hourly rate, all hourly premiums, straight time hours worked, time and a half hours worked, double time hours worked and gross wages.

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 tenth (10th) 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 five (5) 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 one per cent (1%) per month on the amount owing. 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 - WAGES 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".
- 10.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. Should no agreement be reached, either party may refer the matter to arbitration, in accordance with the provisions outlined in Article 26.
- 10.03 Whenever used in this Agreement, the following definitions shall apply:
- a) "Regular hourly rate" shall mean hourly compensation paid to an employee outside of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.

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

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

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

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 The normal workweek shall consist of forty (40) hours.

- 11.02 All work performed in excess of eight (8) hours per day or forty (40) hours per week, exclusive of daily overtime, shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate, and all hours in excess of twelve (12) per day shall be paid at double (2x) the regular hourly rate of pay.
- 11.03 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the pre-job conference report subject to Article 18.
- 11.04 When a statutory holiday occurs during the week, weekly overtime will be paid for all hours in excess of thirty-two (32) hours worked, exclusive of daily overtime, or twenty- four (24) hours, exclusive of daily overtime, if there are two statutory holidays in a week.
- 11.05 When a scheduled break occurs it will include a Sunday, whenever possible.
- 11.06 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 11.07 It is agreed that the provisions of this Article are for the purpose of computing overtime and will 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 11.10 and 11.11 and 11.12.

11.08 Coffee Breaks and Meal Periods

- a. There will be two (2) paid coffee breaks of fifteen (15) minutes' duration on each shift, one in the first half of the shift and one in the second half of the shift.
- b. Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked.
- c. Employees required to work beyond ten (10) hours in a day will be provided with an additional paid coffee break of fifteen (15) minutes. Where the additional work does not exceed eleven (11) hours, the fifteen (15) minutes may be taken at the end of the shift.
- d. Employees scheduled to work beyond twelve (12) hours in a day will be provided with an additional one half (1/2) hour meal period.
- e. If employees are not scheduled, but are required to work beyond twelve (12) hours in a day they will be provided with an additional one half (1/2) hour paid meal period and a meal will be provided by the Employer. If the Employer cannot provide a meal, due to time constraints (restaurants or camp facilities closed) or reasonable meals are not available, the Employer will provide each employee with a thirty dollar (\$30.00) meal allowance.
- f. No employee will work more than five (5) consecutive hours without a one half (1/2) hour meal period.
- g. Scheduling of the meal periods may be amended on a site specific basis upon agreement of the parties.

11.09 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

11.10 Show up Time

- a. An employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours' pay at his prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours. The employee shall also receive his full accommodation allowance if and when applicable.
- b. In the case of a camp, proper notification is at breakfast time and such notices are to be posted on the kitchen bulletin board.

11.11 Starting Work

An employee who starts work and is prevented from completing his normal work day shall receive a minimum of four (4) hours' pay at his prevailing hourly rate. The employee shall also receive his full accommodation allowance if and when applicable.

11.12 Call-Back

An employee who is called back to work in the same day after completing their required and exclusive duties will receive a minimum of two (2) hours pay at the appropriate rate.

11.13 Sunday will be deemed the first day of the week whenever possible.

ARTICLE 12 - LAY-OFFS

- 12.01 The Employer will give the Union and employee four (4) hours' notice of layoff, when possible. Four (4) hours' pay may be given in lieu of notice.
- 12.02 The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer causes a stoppage of operation.
- 12.03 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number and email address.
- 12.04 The Employer agrees that when an employee is laid off while at home on scheduled days off, the employee will receive four (4) hours pay. The Employer also agrees to ship the employee's personal belongs to the employee's home address at no cost to the employee within seven (7) days of the notice of layoff.

ARTICLE 13 - VACATIONS AND VACATION PAY

- 13.01 All employees will be entitled to receive an amount equal to six percent (6%) of their gross wages in vacation pay.
- 13.02 Vacation pay will be paid to employees on each pay cheque.
- 13.03 Employees shall be entitled to three (3) weeks of vacation time per year, subject to operational requirements. Vacation requests will not be unreasonably denied.

ARTICLE 14 - HOLIDAYS AND HOLIDAY PAY

14.01 Employees will be entitled to receive an amount equal to four and four tenths percent (4.4%) of their gross wages in lieu of the following holidays:

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

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

14.02 Employees required to work on one of the above holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 14.01.

14.03 Holiday pay will be paid to employees on each pay cheque.

ARTICLE 15 - TRANSPORTATION, TRAVEL, AND ACCOMMODATION

15.01 Preamble

- a. It is recognized by the Employer and the Union that the purpose of transportation, travel, and accommodation allowances as established in this Article is to provide a fair means of compensating employees for additional travel and accommodation expenses incurred while working on jobsites beyond a reasonable distance from their residence.
- b. For the purposes of this Agreement, the Employer's base of operations is defined as the Greater Vancouver Regional District, or the job site. The base of operation will be determined at the pre-job conference.

15.02 Travel and Accommodation Zones

Transportation and accommodation zones are established from the Employer's base of operations.

15.03 Daily Travel

- a. For projects whose base of operations is defined as the Greater Vancouver Regional District, no daily travel allowance will be paid.
- b. There is no daily travel within fifty-five (55) kilometers by road from the job site.
- c. For daily travel within an eighty (80) kilometer radius, employees not receiving accommodation allowance will receive payment of one-dollar and twenty-five cents (\$1.25) per kilometer from their permanent residence for all kilometers traveled beyond fifty-five (55) kilometers each way per day, to a maximum of daily accommodation allowance.

- d. There will only be daily travel beyond the eighty (80) kilometer radius upon the mutual agreement of the parties.
- e. When the Employer provides transportation to the jobsite, there is no daily travel allowance.
- f. Employees receiving accommodation allowance will not be entitled to daily travel allowance unless the Employer and Union agree that there is no accommodation available within fifty-five (55) kilometers by road from the job site. Employees in this situation, who provide their own transportation, will receive a daily travel allowance of forty-two cents (\$0.42) per kilometer from their temporary residence for all kilometers traveled beyond the fifty-five (55) kilometers by road and back to the employee's temporary residence.

15.04 Initial/Terminal Travel Allowance

- a. For projects whose base of operations is defined as the Greater Vancouver Regional District, there are no travel allowances.
- b. For projects whose base of operations is defined as the job site, the travel allowances will be agreed to at the pre-job based on the following criteria:
 - i) Travel allowances will be paid, or travel costs covered, for all employees whose permanent residence is outside the eighty (80) kilometer radius of the job site;
 - ii) Travel allowances will be paid at the beginning and end of the project, and also for every shift cycle;

- iii) The initial travel allowance will be paid on the employee's first pay cheque. Final travel will be paid on the employee's final pay cheque. The travel allowance earned on each shift cycle will be paid on the first (1st) pay cheque following the shift cycle;
- v) Employees who quit or are terminated for just cause within their shift cycle will not be entitled to shift cycle or terminal travel allowance;
- vi) The amount of travel allowances will be subject to Article 18, with the cost of public transportation, the travel allowance amount in Article 15.03 f) and duration of travel as guidelines. The amount will be agreed to on the pre-job form for the project.

15.05 Accommodation Allowance

- a. For projects whose base of operations is defined as the Greater Vancouver Regional District, no accommodation allowance will be paid.
- b. For projects whose base of operations is defined as the job site, accommodation allowance will be paid for all employees whose permanent residence is beyond the eighty (80) kilometer radius from the job site.
- c. Daily accommodation allowance will be eighty-five dollars (\$85.00) per day worked unless otherwise agreed by the parties. When the Employer declares a shut down for three days or less, daily accommodation allowance will be paid.
- d. Where camp accommodations are provided, accommodation allowance will not be paid.

- e. The Employer and the Union may agree to reasonable partial subsistence allowances where the employees elect to commute to their place of residence or supply their own living accommodations.

15.06 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 his regular prevailing hourly rate of pay for actual time traveled. Such employees will not receive duplicating travel allowance.
- b. On all projects, regardless of accessibility or isolation, where an employee's classification requires the use of his own vehicle in the performance of his duties, such employee will be paid at his regular prevailing hourly rate of pay for actual (reasonable) time traveled from the point of hire to the project and return.

15.07 Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 15.02, 15.03 and 15.04.

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 at the pre-job conference.

15.09 For selected job sites with peculiar geographic circumstances, the Employer and the Union may establish, by mutual agreement, alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the job site and will be put into writing and signed by a representative of the Employer and the Union.

ARTICLE 16 - UNION-MANAGEMENT COMMITTEE

- 16.01 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 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. safety measures;
 - ii. training and promotion;
 - iii. matters that affect the working conditions of the employees; and
 - iv. discipline and discharge policies.
- b. The Employer and the Union shall each appoint 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.
- 16.02 A committee member attending the Union-Management meetings shall be entitled to his regular prevailing hourly rate of pay.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 a. The Employer agrees to make practicable provisions for the safety and health of its employees on the project 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 among 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.

17.02 Health and Safety Committee

- a. The Union-Management Committee outlined in Article 16 may also serve as a Health and Safety Committee. The Committee will meet at a time mutually agreeable to the parties. The meeting will be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of the co-operative interest in the safety of the workforce. The Employer will maintain a record of the meetings and the matters discussed.
- b. The Health and Safety Committee will make inspections of the job site at its discretion.
- c. The Employer and the Union will each appoint representatives to the Committee.

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

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

Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide commercial transportation to an available facility near the employee's home within Canada, at no cost to the employee, provided the employee has medical approval to travel in such a manner.

17.05 Following a serious accident or an incident which could have resulted in a serious accident, the Union-Management Committee will convene as soon as possible to investigate and report to the Union and the Employer.

17.06 Modified Work Programs

- a. If an employee is injured on the job and requires medical attention, the employee is entitled to modified work and will inform the attending physician of the same.
- b. The Employer will inform the physician of the types of light duty work which may be available to the employee and will make the same available to the employee with the physician's approval.
- c. The Employer reserves the right to request a second medical opinion paid for by the Employer.
- d. All matters shall be handled in accordance with the Employers Health and Safety Policy and the British Columbia Workers' Compensation Board Guidelines.

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

- 18.01 a. If necessary, and as per Articles 2.04 and 15, 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.

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.

- b. A copy of the resulting Project Specific Memorandum will be provided to the Employer, the Union, and the Steward(s).

ARTICLE 19 - HEALTH AND WELFARE PLAN

19.01 The Employer agrees to pay the amount as set out in Schedule “A” for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund. An outline on the Plan is listed in Schedule “B”.

19.02 The Employer will remit an amount as outlined in Schedule “A” for all hours worked by all employees who are residents of British Columbia to the Union for the purposes of BC Medical Services Plan Coverage.

- 19.03 a. Employees are eligible to receive coverage on the first of the month following three hundred and 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, (outlined in Schedule "B") and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

19.04 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age seventy five (75), an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" will be paid to that employee, upon attainment of their seventy fifth (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 he were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

ARTICLE 20 - RETIREMENT SAVINGS AND PENSION PLANS

- 20.01 a. The Employer agrees to contribute a percentage of the base hourly rate, as outlined in Schedule "A" to the Union Sponsored Group RSP ("RSP") for each employee, for all hours worked.

- b. Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the Employer.
- c. The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Schedule “A”.
- 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.

20.02 Pension

- a. The Employer agrees to contribute a percentage of the base hourly rate, as outlined in Schedule “A” to the CLAC Pension Plan (“Pension Plan”), governed by the CLAC Pension Plan Board of Trustees, for each employee, for all hours worked.
- b. The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594.
- c. The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee Pension contributions which are above and beyond those contributions outlined in Schedule “A”. A request for such deductions shall be submitted to the Employer on a form provided by the Pension Plan and a copy of the completed form shall be sent to the

Union along with the first remittance of such voluntary contributions.

- d. The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

20.03 Retirement Plan Contribution Details

- a. The Employer will remit RSP and Pension Plan contributions to the Union as outlined in Article 9.
- b. The Employer's contributions to the RSP and Pension 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 and Pension Plan 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 and Pension Plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP and Pension Plans 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.
- f. Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions in Articles 20.01 a) and 20.02 a) as outlined in Schedule "A" will instead be paid on that employee's gross pay. This payment, in lieu of retirement plan contributions, will not be less than the amount that employee would have received if he/she were still contributing to a CLAC sponsored retirement plan.

ARTICLE 21 - EDUCATION AND TRAINING FUNDS AND PUBLICATIONS

21.01 The Employer agrees to contribute one half of one percent (0.5%) of the base wage of each employee to the Union's Education and Training Fund for all hours worked by all employees.

- 21.02 a. In addition to Article 21.01, the Employer agrees to contribute ten cents (\$0.10) per hour worked to the Union's Bemac Specialized Training Fund for all hours worked by all employees. The use of this fund will be determined by the Employer and the Union; however, the Employer will have the final say if no agreement can be reached. All contributions to the Bemac's Specialized Training Fund will be remitted to the Union's Langley office on a separate cheque.
- b. The Employer may increase the amount paid into this fund on certain projects, and if so, can use this portion of the fund to train its employees at its discretion.
- 21.03 The parties shall equally bear the cost of the publication and printing of the Collective Agreement booklets up to a maximum of twenty-five dollars (\$25.00) per year.

ARTICLE 22 - TOOLS

- 22.01 Where so instructed and required, tradesmen will supply their own tools common to their trade. All other tools will be provided by the Employer.
- 22.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will provide adequate security for all tool storage on the site.
- 22.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this agreement.

22.04 The Employer agrees to replace broken or stolen employee-supplied tools with an equivalent tool provided the tool is listed as per Article 22.03.

22.05 The Employer and employee will inspect and verify the employee supplied tools at point of hire.

ARTICLE 23 - PROTECTIVE EQUIPMENT

23.01 All employees will wear safety hats to be made available by the Employer.

23.02 All employees will wear safety shoes where required, furnished by the employee.

23.03 The Employer will furnish employees with safety equipment (including safety glasses) and rain gear if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer-furnished items. Employees will comply with the Project Personal Protective Equipment requirements.

23.04 Prescription Safety Eyewear

The Employer agrees to reimburse any employee fifty percent (50%) of the cost of prescription safety eyewear up to two hundred and fifty dollars (\$250.00) according to the following criteria:

The employee must provide a copy of the prescription and receipt for the safety glasses.

The employee must have worked twelve hundred (1,200) hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional four thousand (4,000) hours from the last time reimbursed.

ARTICLE 24 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

24.01 The Employer will grant leaves of absence without pay for the following reasons:

- a. Marriage of the employee;
- b. Sickness of the employee or in the employee's immediate family;
- c. Birth or adoption of the employee's child;
- d. Death of a family member not outlined in Article 24.03;
- e. Union activity other than this establishment;
- f. Job related training; or
- g. Other personal reasons as approved by the Employer.

24.02 The above will be for a duration mutually agreed upon between the Employer and the employee.

- 24.03 An employee will be granted three (3) days leave of absence with pay at his regular hourly rate for scheduled hours, to make arrangements for and to attend the funeral of the employee's spouse, common-law spouse, child, parent, parent-in-law, legal dependent, legal guardian, brother, sister, grandchild, or grandparent. To receive such pay, the employee must return to work unless notified of layoff during the leave.
- 24.04 Employees who fail to report for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.
- 24.05 In no case may an employee be deprived of the leave to which he is entitled under the *Employment Standards Act* or any other applicable legislation.

ARTICLE 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 Employees are encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 25.03 The parties to this Agreement recognize that Representatives and the Stewards are the agents 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 that arose out of any action or condition more than five (5) working 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. Either party may submit a Policy Grievance directly to Arbitration under Article 26.01, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward or a Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 25.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. 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 five (5) working 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 five (5) working days of the day on which the grievance was submitted.

25.08 Step 2

If the grievance is not resolved at Step 2, a Representative may, within five (5) working days of the decision under Step 1 or within five (5) working 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 five (5) working days after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Representative within five (5) working days of the day on which the Step 2 grievance is submitted.

ARTICLE 26 - ARBITRATION AND MEDIATION

- 26.01 If notice of desire to arbitrate is served, the two parties will meet in an attempt to obtain agreement to refer the matter to an agreed upon single arbitrator within ten (10) working days of receipt of notification. The arbitrator will meet within twenty-one (21) calendar days of the appointment and hear such evidence as the parties may desire to present to assure a full, fair hearing, and will render a decision in writing to the parties within fourteen (14) calendar days after the completion of the hearing.
- 26.02 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally or by fax or by email.
- 26.03 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 meet to agree to an arbitrator in accordance with Article 26.01, the party not in default may, upon notice to the party in default, appoint the single arbitrator to hear the grievance and his decision will be final and binding upon both parties.

- 26.04 It is agreed that the Arbitrator will have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 25 and 26 where it appears that the default was owing to reliance upon the words or conduct of the other party.
- 26.05 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average 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.
- 26.06 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 circumstance surrounding the discharge or suspension, the arbitrator may substitute a penalty that, in his opinion, is just and equitable. This clause will not apply to the discharge of a probationary employee.
- 26.07 Each of the parties hereto will bear equally the expenses of the arbitrator.
- 26.08 The arbitrator will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Article 26.01.

ARTICLE 27 - WARNING, SUSPENSION AND DISMISSAL

27.01 Corrective Action

The Employer will ensure that a corrective action process is in place. The process will include progressive steps of corrective action depending on the severity of the issue to provide feedback to the employee so that they can correct their action. The goal of corrective action is to improve employee behavior, performance and attitude.

27.02 When the behaviour or performance of an employee calls for a warning by the Employer, such a warning will be provided in writing by the appropriate supervisor. The Employer will provide a copy of such warning to the Steward and Union office within forty-eight (48) hours.

27.03 An employee may be suspended or dismissed for proper cause by the Employer. Proper cause may include:

- a. The refusal by an employee to abide by Safety Regulations;
- b. The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- c. The refusal by the employee to abide by the requirements of the Employer's clients; or
- d. The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

- 27.04 In the case of a suspension or dismissal, the Union may meet with the Employer within ten (10) work days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, by-passing the grievance procedure.
- 27.05 A Steward will be present for all disciplinary meetings. When a Steward is not available the Employer will call a representative.
- 27.06 An employee will be deemed to have voluntarily quit if they fail to show up for work or fail to notify the Employer for three (3) consecutive work days without a justifiable reason.
- 27.07 Whenever an employee signs any document pertaining to discipline, he does so only to acknowledge that he has been notified accordingly.

ARTICLE 28 - GENDER CLAUSE

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

ARTICLE 29 - DURATION

29.01 This Agreement shall be effective on the first (1st) day of March two-thousand thirteen (2013), and shall remain in effect until the thirty first (31st) of May two-thousand fourteen (2014), and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred 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.

29.02 Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

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

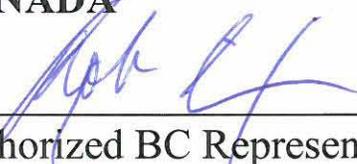
DATED at LANALBY, B.C., this 11TH day of MARCH, 2013.

SIGNED on behalf of
**BEMAC CONSTRUCTION
CORP**

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



Authorized Representative



Authorized BC Representative



Authorized Representative



Authorized BC Representative

BEMAC CONSTRUCTION CORP
Schedule “A” Classifications and Hourly Wages
Effective March 1, 2013

Journey Person Classification	Base Wage	Vac Stat	H & W	RSP	Pension	BC Med	ETF	STF	Total
Auto Mechanic	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Boilermaker	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Boom Truck Operator	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Bricklayer - Masonry	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Bricklayer - Refractory	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Carpenter	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Cladder	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Concrete Finisher	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Crane Operator 0-34 T	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Crane Operator 35-65 T	\$36.65	\$3.81	\$1.40	\$1.47	\$0.73	\$0.60	\$0.18	\$0.10	\$44.94
Decker	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Electrician	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Equipment Operator - Heavy	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Equipment Operator - Intermediate	\$31.14	\$3.03	\$1.40	\$1.25	\$0.62	\$0.60	\$0.16	\$0.10	\$38.30
Equipment Operator - Light	\$29.12	\$3.79	\$1.40	\$1.16	\$0.58	\$0.60	\$0.15	\$0.10	\$36.90
Gas Fitter	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Heavy Equipment Technician	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Instrumentation Technician	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Insulator	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54

BEMAC CONSTRUCTION CORP
Schedule “A” Cont’d Classifications and Hourly Wages
Effective March 1, 2013

Journey Person Classification	Base Wage	Vac Stat	H & W	RSP	Pension	BC Med	ETF	STF	Total
		10.4%	\$1.40	4%	2%	\$0.60	0.5%	\$0.10	
Ironworker - Reinforcing	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Ironworker - Structural	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Labourer - Entry Level	\$20.59	\$2.14	\$1.40	\$0.82	\$0.41	\$0.60	\$0.10	\$0.10	\$26.16
Labourer - Intermediate	\$22.99	\$2.39	\$1.40	\$0.92	\$0.46	\$0.60	\$0.11	\$0.10	\$28.97
Labourer - Construction Craft	\$25.83	\$2.69	\$1.40	\$1.03	\$0.52	\$0.60	\$0.13	\$0.10	\$32.30
Millwright	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Painter	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Plumber	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Pipefitter	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Scaffolder	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Sheeter	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Sheet Metal Worker	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Sprinkler Fitter	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Steamfitter	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66
Truck Driver - Basic	\$22.99	\$2.39	\$1.40	\$0.92	\$0.46	\$0.60	\$0.11	\$0.10	\$28.97
Truck Driver - Intermediate	\$25.83	\$2.69	\$1.40	\$1.03	\$0.52	\$0.60	\$0.13	\$0.10	\$32.30
Truck Driver - Heavy	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Warehouse Person - Skilled	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Welder	\$34.60	\$3.60	\$1.40	\$1.38	\$0.69	\$0.60	\$0.17	\$0.10	\$42.54
Welder - B Pressure	\$36.40	\$3.79	\$1.40	\$1.46	\$0.73	\$0.60	\$0.18	\$0.10	\$44.66

BEMAC CONSTRUCTION CORP
Schedule "A" Apprenticeship Rates
Effective March 1, 2013

Journey Person Classification	Base Wage	Vac Stat	H & W	RSP	Pension	BC Med	ETF	STF	Total
Apprentice - 5 Period Program (Trades w/ \$36.40 Journeyman base rate)									
1st Year (50%)	\$18.20	\$1.89	\$1.40	\$0.73	\$0.36	\$0.60	\$0.09	\$0.10	\$23.37
2nd Year (60%)	\$21.84	\$2.27	\$1.40	\$0.87	\$0.44	\$0.60	\$0.11	\$0.10	\$27.63
3rd Year (70%)	\$25.48	\$2.65	\$1.40	\$1.02	\$0.51	\$0.60	\$0.13	\$0.10	\$31.89
4th Year (80%)	\$29.12	\$3.03	\$1.40	\$1.16	\$0.58	\$0.60	\$0.15	\$0.10	\$36.14
5th Year (90%)	\$32.76	\$3.41	\$1.40	\$1.31	\$0.66	\$0.60	\$0.16	\$0.10	\$40.40
Apprentice - 5 Period Program (Trades w/ \$34.60 Journeyman base rate)									
1st Year (50%)	\$17.30	\$1.80	\$1.40	\$0.69	\$0.35	\$0.60	\$0.09	\$0.10	\$22.33
2nd Year (60%)	\$20.76	\$2.16	\$1.40	\$0.83	\$0.42	\$0.60	\$0.10	\$0.10	\$26.37
3rd Year (70%)	\$24.22	\$2.52	\$1.40	\$0.97	\$0.48	\$0.60	\$0.12	\$0.10	\$30.41
4th Year (80%)	\$27.68	\$2.88	\$1.40	\$1.11	\$0.55	\$0.60	\$0.14	\$0.10	\$34.46
5th Year (90%)	\$31.14	\$3.24	\$1.40	\$1.25	\$0.62	\$0.60	\$0.16	\$0.10	\$38.51
Apprentice - 4 Period Program (Trades w/ \$36.40 Journeyman base rate)									
1st Year (60%)	\$21.84	\$2.27	\$1.40	\$0.87	\$0.44	\$0.60	\$0.11	\$0.10	\$27.63
2nd Year (70%)	\$25.48	\$2.65	\$1.40	\$1.02	\$0.51	\$0.60	\$0.13	\$0.10	\$31.89
3rd Year (80%)	\$29.12	\$3.03	\$1.40	\$1.16	\$0.58	\$0.60	\$0.15	\$0.10	\$36.14
4th Year (90%)	\$32.76	\$3.41	\$1.40	\$1.31	\$0.66	\$0.60	\$0.16	\$0.10	\$40.40
Apprentice - 4 Period Program (Trades w/ \$34.60 Journeyman base rate)									
1st Year (60%)	\$20.76	\$2.16	\$1.40	\$0.83	\$0.42	\$0.60	\$0.10	\$0.10	\$26.37
2nd Year (70%)	\$24.22	\$2.52	\$1.40	\$0.97	\$0.48	\$0.60	\$0.12	\$0.10	\$30.41
3rd Year (80%)	\$27.68	\$2.88	\$1.40	\$1.11	\$0.55	\$0.60	\$0.14	\$0.10	\$34.46
4th Year (90%)	\$31.14	\$3.24	\$1.40	\$1.25	\$0.62	\$0.60	\$0.16	\$0.10	\$38.51

BEMAC CONSTRUCTION CORP
Schedule "A" Cont'd
Apprenticeship Rates
Effective March 1, 2013

Journey Person Classification	Base Wage	Vac Stat	H & W	RSP	Pension	BC Med	ETF	STF	Total
Apprentice - 3 Period Program (Trades w/ \$36.40 Journeyman base rate)									
1st Year (70%)	\$25.48	\$2.65	\$1.40	\$1.02	\$0.51	\$0.60	\$0.13	\$0.10	\$31.89
2nd Year (80%)	\$29.12	\$3.03	\$1.40	\$1.16	\$0.58	\$0.60	\$0.15	\$0.10	\$36.14
3rd Year (90%)	\$32.76	\$3.41	\$1.40	\$1.31	\$0.66	\$0.60	\$0.16	\$0.10	\$40.40
Apprentice - 3 Period Program (Trades w/ \$34.60 Journeyman base rate)									
1st Year (70%)	\$24.22	\$2.52	\$1.40	\$0.97	\$0.48	\$0.60	\$0.12	\$0.10	\$30.41
2nd Year (80%)	\$27.68	\$2.88	\$1.40	\$1.11	\$0.55	\$0.60	\$0.14	\$0.10	\$34.46
3rd Year (90%)	\$31.14	\$3.24	\$1.40	\$1.25	\$0.62	\$0.60	\$0.16	\$0.10	\$38.51
Apprentice - 2 Period Program (Trades w/ \$36.40 Journeyman base rate)									
1st Year (70%)	\$25.48	\$2.65	\$1.40	\$1.02	\$0.51	\$0.60	\$0.13	\$0.10	\$31.89
2nd Year (80%)	\$29.12	\$3.03	\$1.40	\$1.16	\$0.58	\$0.60	\$0.15	\$0.10	\$36.14
Apprentice - 2 Period Program (Trades w/ \$34.60 Journeyman base rate)									
1st Year (70%)	\$24.22	\$2.52	\$1.40	\$0.97	\$0.48	\$0.60	\$0.12	\$0.10	\$30.41
2nd Year (80%)	\$27.68	\$2.88	\$1.40	\$1.11	\$0.55	\$0.60	\$0.14	\$0.10	\$34.46
Apprentice - 1 Period Program (Trades w/ \$36.40 Journeyman base rate)									
1st Year (70%)	\$25.48	\$2.65	\$1.40	\$1.02	\$0.51	\$0.60	\$0.13	\$0.10	\$31.89
Apprentice - 1 Period Program (Trades w/ \$34.60 Journeyman base rate)									
1st Year (70%)	\$24.22	\$2.52	\$1.40	\$0.97	\$0.48	\$0.60	\$0.12	\$0.10	\$30.41

SCHEDULE "A" NOTES

1. Premiums

The following premiums will be added to the employee's base wage rate and are subject to vacation and holiday pay, RSP, pension and overtime roll-ups for all hours worked:

<u>Lead Hand</u>	Minimum five percent (5%) of Carpenter Journeyperson base wage rate.
<u>Foreman</u>	Minimum fifteen percent (15%) of Carpenter Journeyperson base wage rate.
<u>Dual Ticket</u>	\$1.00 per hour (2 Journey Person Tickets from trades listed in the agreement)
<u>Alloy Welder</u>	\$3.00 per hour
<u>Stewards</u>	
Steward	\$0.75 per hour
Steward w/Tool Box 1	\$1.00 per hour
Steward w/Tool Box 2	\$1.25 per hour
Steward w/Tool Box 3	\$1.75 per hour
Chief Steward w/Tool Box 1	\$2.00 per hour
Chief Steward w/Tool Box 2	\$2.50 per hour
Chief Steward w/Tool Box 3	\$3.00 per hour

The following premiums are to be paid for all applicable hours worked and are subject to vacation and holiday pay and overtime roll-ups, but are not subject to RSP, or pension roll-ups:

<u>Night Shift</u>	\$3.00 per hour
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First Aid

First Aid Ticket with CPR \$0.25 per hour

2. It is understood and agreed that the wage rates stipulated in this Agreement will be subject to further negotiations if there is a general increase in the industry. Either party may request that negotiations commence by giving notice in writing. Once notice has been given, the parties agree to meet within thirty (30) days.

3. Rig Rate Provisions
The provisions of Articles 11, 13, and 14 do not apply to employees paid the “Welder with Rig” rate. The rate specified includes overtime, vacation, and statutory holiday pay.

4. Wage and Benefit Review
Effective at, or before, June first (1st), two thousand and thirteen (2013) the parties will meet to discuss the wages and benefits outlined in Schedule “A” of this Agreement. If no agreement is reached during this process, the outstanding issues will be submitted to binding arbitration.

5. Apprenticeship
The parties encourage training and apprenticeship, and agree to cooperate to advance the same. Either party may sponsor 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

SCHEDULE “B”

INSURANCE PLAN COVERAGE – GOLD PLUS PLAN

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

- \$60,000.00 life insurance per employee under age 65; \$30,000.00 per employee between the ages of 65 and 75;
- \$60,000.00 A.D. & D. per employee under 65; \$30,000.00 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000.00 per person annually
 - Comprehensive: 50% up to \$2,000.00 per person annually
 - Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- Optical insurance for employee and family:
 - under 21: \$300.00 per year
 - 21 and over: \$300.00 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Weekly indemnity insurance (to age 75) with 60% of earnings up to a maximum of \$600.00 per week, payable after the first day of accident or hospitalization and the 14th day of sickness, for a maximum of 119 days;
- Long term disability insurance with 60% of earnings, maximum of \$2,600.00 per month, payable after 120 days until age 65.
- Emergency Travel Assistance
- Employee and Family Assistance Program (EFAP)

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

2. What must I do to enroll?

You must make sure that your completed enrolment form is mailed to the CLAC Benefit Administration office. You should receive this form in your sign-on package.

3. When will I receive my benefit start package?

You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if you reached 350 hours worked in March, your benefit start date would be April 1, and you would expect to see your package around May 15.

4. Why does it take this long?

This is the time required for your employer to send the hours to the CLAC Benefit Administration Office, for the office to process these hours, and for your package to be prepared and mailed.

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

Any claims incurred after your benefit start date will still be covered. However, we cannot process claims until we receive and enter the hours that qualify you for the benefit plan.

6. How do I make a claim?

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

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

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

8. Where do I get claim forms?

- *your union steward*
- *CLAC's website, www.clac.ca*
- *the nearest CLAC office*
- *the CLAC Benefit Administration office: 1-888-600-2522*

9. Will I receive a prescription drug card?

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

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

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

11. How do I make a disability claim?

You must contact the CLAC Benefit Administration office for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the benefit office for processing.

12. Does my CLAC health plan cover my provincial health care premiums?

No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.

- 13. Does my plan cover me if I am travelling outside of Canada?**
Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefit Administration office if you do not have a travel card.
- 14. What is the Employee Family Assistance Plan (EFAP)?**
Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. This includes (but is not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Ceridian LifeWorks at 1-866-714-3129.

BC Medical Question

Who should I call about my B.C. Medical coverage?
Call your local CLAC office at 604-888-7220 or 1-800-331-2522.

RRSP Questions

1. Where is my RRSP set up?

At Great-West Life.

2. How can I contact them?

Contact Great-West by phone at 1-800-724-3402 or via their website at www.grsaccess.com.

3. How is my account established?

Your account is opened once the CLAC Benefit Administration office has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.

4. When is my account registered?

Your account is registered once Great-West Life receives your completed application form (included in your new employee package). Registration of the account enables Great-West Life to issue a receipt for income tax purposes at the end of the year.

Pension Plan Questions

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

Complete the application form and beneficiary card (included in your new employee package) and return both to the CLAC office.

2. Who should I call if I have questions?

Contact the CLAC Eastern Benefit Administration Office by phone at 1.800.463.2522 or by email at easternbenefits@clac.ca.

PHONE • FAX NUMBERS

	PHONE	FAX
CLAC BC Offices		
<i>Fort St. John</i>	250-785-5005 800-331-2522	250-785-5006
<i>Kelowna</i>	250-868-9111 866-757-2522	250-868-9192
<i>Langley</i>	604-888-7220 800-331-2522	604-455-1565
Benefit Office (Western)	888-600-2522	780-451-3976
Benefit Office (Eastern)	800-463-2522	905-945-7200
BC Training	604-888-7220 800-331-2522	604-455-1565
Group Retirement Services	800-724-3402	
Ceridian LifeWorks	866-714-3129	

USEFUL WEBSITES

CLAC Offices, Programs	www.clac.ca
WCB	www.WorkSafeBC.com

Christian Labour Association of Canada

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

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

VANCOUVER/LOWER
MAINLAND
19955 81A Ave, Unit 100
Langley, BC V2Y 0C7
Tel: 604-888-7220
Toll Free: 800-331-2522
Fax: 604-455-1565
langley@clac.ca

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

Affiliated with the World Organization of Workers (WOW)