

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PYRAMID ELECTRIC CORPORATION  
PEC ELECTRIC CORPORATION**

**AND**

**CONSTRUCTION AND ALLIED WORKERS'  
UNION, LOCAL NO. 68  
Affiliated with the  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

**May 1, 2005 to April 30, 2007**

**11365 (06)**

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# **COLLECTIVE AGREEMENT**

**BETWEEN**

**PYRAMID ELECTRIC CORPORATION  
PEC ELECTRIC CORPORATION**  
(hereinafter referred to as the "Employer")

**AND**

**CONSTRUCTION AND ALLIED WORKERS'  
UNION, LOCAL NO. 68**  
affiliated with the  
**Christian Labour Association of Canada**  
(hereinafter referred to as the "Union")

**May 1, 2005 to April 30, 2007**

## **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;
  - 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 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 or the Union of such rights and privileges.
- 1.03 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.
- 1.04 The parties agree that  
Part 3, Wages, Special Clothing, & Records;  
Part 4, Hours of Work and Overtime;  
Part 5, Statutory Holidays;  
Part 7, Annual Vacation; and  
Part 8, Termination of Employment  
of the *Employment Standards Act* form part of this collective agreement, except those provisions specifically modified by this collective agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in British Columbia and the Yukon as classified in Schedule "A" attached hereto and made part hereof.
- 2.02 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, nor 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).

- 2.03 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 - MANAGEMENT'S RIGHTS**

- 3.01 The Employer's rights, subject to 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 discipline and discharge employees for just cause;
  - b) the right to select, hire, and direct the working force and employees; 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.

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

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

4.01 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 number of Stewards shall not normally exceed two (2) per project. Projects involving fewer than **fifty** (50) employees may be limited to one (1) Steward. The Union will advise the Employer, in writing, of the names of Stewards;
- b) duly appointed Representatives of the Christian Labour Association of Canada 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.

4.02 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.

- 4.03 Representatives of the Union will have access to visit job sites or fabricating shops during normal working hours, subject to the following:
- a) the Union Representative shall identify himself to the job Supervisor upon arriving at a job site;
  - b) in no case will such representative interfere with the progress of work.
- 4.04 The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of two (2), on the committee shall be paid by the Employer to a maximum of thirty-two (32) 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.
- 4.05 Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Subject to the operating requirements of the Employer, the Union may request that Union stewards be retained on the job or project in the reduction of the work force. When so requested, the Employer may assign the Union steward to a classification the Union steward is qualified, in the opinion of the Employer, to perform. In the event the Employer transfers the Steward to another project, a new Steward shall be appointed by the Union.
- 4.06 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC representative may attend such meetings.

- 4.07 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.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation.
- 5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

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

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will give preference to Union members for employment provided such applicants are qualified, in the Employer's opinion, to meet the requirements of the job.
- 6.02 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. Before commencing work, the Employer shall refer any new employee to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union purposes and representation policies to such new employee.

- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.04 It shall be the policy of the Employer to promote from within wherever possible, at the Employer's discretion.
- 6.05 New employees will be hired on a sixty- (60) working day probationary period and thereafter shall attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, or qualification shall be at the discretion of the Employer.
- 6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the employer within one year of previous employment shall not serve a new probationary period.

## **ARTICLE 7 – UNION DUES**

- 7.01 The Employer is authorized to and shall deduct Union dues or a sum in lieu of Union dues once monthly from each employee's pay as a condition of employment, and where applicable, an amount equal to Union dues arrears or Union initiation fees. The total amount checked off will be turned over to the Union Treasurer each month, by the 20th of the month following the check-off, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.
- 7.02 Employees who, because of religious or conscientious objections, cannot support CLAC Local 68 may apply to the Union in writing to re-direct their dues to a mutually agreed charitable organization. The Union will treat such requests in accordance with its policy,

which shall not violate the provisions of Section 17 of the *Labour Relations Code*.

- 7.03 The Employer shall provide the Union with all necessary information regarding job classification changes and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly.

## **ARTICLE 8 - WAGE RATES OF PAY**

- 8.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A".
- 8.02 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 a representative of the Union. If the Employer and the Union are unable to agree upon such wage rates, either party may apply directly for arbitration under Article 23.
- 8.03 Show Up Time  
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 two (2) hours' pay at his prevailing hourly rate. The employee shall also receive his full subsistence allowance if and when applicable.
- 8.04 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 except when the work is suspended because of inclement weather or other reasons

completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay. The employee shall also receive his full subsistence allowance if and when applicable.

- 8.05 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.
- 8.06 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.
- 8.07 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.
- 8.08 An employee shall receive a minimum of two (2) hours' pay at the appropriate rate for call-outs on days the employee would normally be off and for call backs on days on which the employee had already completed his normal shift.
- 8.09 On Call Premium  
The employee(s) on call will receive an amount per day as listed in Schedule "A" for being on call Saturdays, Sundays, and Statutory Holidays as per Article 12.01. In a call-out situation, an employee will receive a minimum of two (2) hours' pay at overtime (one and one half [1.5] times the employee's base wage) rate.
- 8.10 On-call employees will receive twenty-five dollars (\$25.00) per day for being on call Saturdays, Sundays, and Statutory Holidays as per Article 12.01. On call is based on a seven (7) day rotation and one employee per site or one employee per trade when operationally required. The designated employee(s) on call will

be responsible to take all calls. If he is unable to respond to any calls, he will follow the protocol as set out by the Employer. If the employee on call does not perform this duty he will be at risk of losing the premium and be subject to disciplinary action.

## **ARTICLE 9 - HOURS OF WORK & OVERTIME**

- 9.01 The normal workweek will consist of forty (40) hours per week for the various types of work covered by this agreement.
- 9.02 Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Overtime will be paid when an employee is required to work on any regularly scheduled day off. Hours in excess of twelve (12) per day and forty-eight (48) per week shall be paid at two (2) times the regular rate, excluding daily overtime.
- 9.03 When a statutory holiday occurs during the week, overtime will be paid for all hours in excess of thirty-two (32) hours.
- 9.04 For specific maintenance projects, the parties will mutually agree to the work schedule and regular scheduled days off.
- 9.05 When a scheduled break occurs it will include a Sunday.
- 9.06 The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.07 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects.

- 9.08 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 8.03 and 8.04.
- 9.09 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. 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. Employees shall be entitled to an additional coffee break for every four (4) hours' overtime worked in a given day.
- 9.10 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.
- 9.11 Sunday shall be deemed the first day of the week.

#### **ARTICLE 10 – LAY-OFFS**

- 10.01 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.

#### **ARTICLE 11 - VACATION & VACATION PAY**

- 11.01 All employees shall be entitled to an amount equal to six per cent (6%) of the total wages of the employee as vacation pay.
- 11.02 Vacation pay and statutory holiday pay shall be paid to employees at each pay period.

11.03 The Employer will grant vacations at the times requested, considering business requirements.

11.04 Employees with more than thirteen thousand five hundred (13,500) hours worked with Pyramid Corporation will be entitled to receive an additional two percent (2%) of their total earnings in vacation pay as per Article 11.01.

**ARTICLE 12 - HOLIDAYS & HOLIDAY PAY**

12.01 Employees shall be entitled to receive an amount equal to four percent (4%) of their total wages added to each pay cheque in lieu of the following holidays:

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

12.02 Employees required to work on one of the above holidays shall receive overtime pay of one and one-half (1%) times his regular wages for all hours worked.

**ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION**

13.01 a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation 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) For the purposes of this Agreement, the Employer's "base of operations" is Fort St. John. In the event of projects which

require employees to live away from their normal residence, the base of operations will be the project site office.

- c) Travel allowances will not be used in computing overtime or Union benefits.
- d) Health and Welfare contributions noted in Article 16.01 will be paid on all travel and work hours. All other Union benefits will apply on daily travel only after the first three (3) hours.

### 13.02 Daily Travel

Daily travel allowance will be paid subject to the following conditions:

- a) When an employee is required to travel daily to a project.
- b) The daily travel allowance will be subject to Agreement between the Employer and the Union for each project at the pre-job agreement outlined in Schedule "A".

### 13.03 Initial and Return Travel Allowance

Employees assigned to work on a project on which an accommodation allowance is payable or accommodation is provided shall be paid a travel allowance according to the following:

- a) Travel allowance will be paid for all projects not accessible by public transportation and all projects to which an employee is sent at the request of the Employer.
- b) When travel allowance is applicable, the employee will be paid from the Employer's shop or from the employee's home, whichever is closer to the jobsite.
- c) Employees referred to work on a project which requires them

to be away from their normal place of residence shall be paid a travel allowance at the start and the end of a project and again if the employees are laid off and recalled to the same project. Further travel to and from the project will be paid following three (3) months' employment at the out of town site. Travel allowance amounts are subject to the pre-job agreement as outlined in Article 13.02. Employees who terminate their employment within twenty-one (21) days or who are terminated for just cause, shall not be entitled to travel allowance.

- d) Employees will receive the allowances set out in Article 13.03(c) for turnarounds unless the Employer provides the employee with transportation to the job site and back.

#### 13.04 Transfers of Personnel and Equipment

- 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 a flat rate per hour of travel equivalent to the employee's base wage rate for actual time travelled. Such employees will not receive duplicating travel allowances. This clause refers to situations where an employee is required to bring a vehicle to a site, not the driver of Employee supplied transportation for transporting employees.
- b) Stipulated rates of pay will be paid when employees transfer directly from one project to another.

#### 13.05 Accommodation Allowance

- 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 accommodation allowance of seventy-five dollars (\$75.00) per day worked, unless otherwise agreed to by the parties.

Alternately, the Employer may provide accommodation for an

employee. Accommodation allowance per day may be changed subject to agreement by the Employer and Union, based on area and seasonal costs and based on two (2) employees per room.

In the event that the Employer supplies accommodation instead of accommodation allowance, lodging will be based on two (2) employees per room and forty dollars (\$40.00) per day per employee for food. The Employer and the Union may agree to reasonable partial accommodation allowances where the employee elects to commute to his place of residence or supplies his own living accommodation.

Allowance will not be paid for any day on which an employee does not work of his own accord for reason other than job related accident.

- b) Accommodation allowance, in accordance with Schedule “A”, will be paid subject to the following conditions:
  - i) accommodation allowance begins when an employee reports for his first scheduled shift;
  - ii) accommodation allowance will be paid for all work days and all reporting days;
  - iii) on projects where a sleeping camp is being supplied for use by the employees, a reasonable partial accommodation allowance will be paid to employees making use of the camp, as determined between the Employer and the Union.

13.06 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for premiums, transportation, travel, and accommodation. 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.

13.07 The Employer and the Union may agree to partial accommodation allowances where the employee elects to commute to his place of residence or supplies his own living accommodation.

13.08 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.

13.09 When an employee is transferred between area offices such employee will receive the accommodation allowance as per Article 13.05 and the Employer will supply transportation between the offices.

**ARTICLE 14 – UNION-MANAGEMENT COMMITTEE**

14.01 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.
- 14.02 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 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. discipline and discharge policies;
  - iv. matters that affect the working conditions of the employees;
  - v. hiring 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.
- 14.03 A committee member attending the Union-Management meetings during regular working hours shall be entitled to his regular 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 twenty-five dollars (\$25.00) to a committee member for each meeting attended.
- 14.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 14.05 In the event that consultation fails to resolve a matter of contention,

the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

### **ARTICLE 15 - HEALTH AND SAFETY COMMITTEE**

- 15.01 a) The Employer agrees to make practicable provisions for the 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.
- 15.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- 15.03 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 his/her shift.
- 15.04 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 transportation to an available facility near the employee's home at no cost to the employee.
- 15.05 All safety matters shall be handled in accordance with the established Workers Compensation procedures and the Employer's Safety Manual.

15.06 Light Duty Work Programs

If an employee is injured on the job and requires medical attention, the employee is entitled to light duty work and he shall inform the attending physician of the same.

The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval.

15.07 All employees will be paid a maximum of one (1) hour at straight time rates to attend safety meetings. Such meetings will be held once monthly either immediately before or after the work day.

**ARTICLE 16 - HEALTH AND WELFARE PLAN**

16.01 The Employer agrees to pay the amount as set out in Schedule "A" for all hours worked and travel time hours for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.

- 16.02 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 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.

16.03 The contributions outlined in Article 16.01 will be remitted to the CLAC Health and Welfare Trust Fund's office each month, by the 20<sup>th</sup> of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

### **ARTICLE 17 - RETIREMENT SAVINGS PLAN**

17.01 a) The Employer agrees to contribute five percent (5%) of the employee's base hourly rate as set out in Schedule "A" for all hours worked and travel time hours toward each employee's participation in the RSP Plan administered by the CLAC Health and Welfare Trust Fund.

The Employer will match an additional one percent (1%) when the employee contributes one percent (1%) to the same RSP Plan. The employee must have thirteen thousand five hundred (13500) hours of employment with Pyramid Corporation before being eligible to participate in this matching RSP.

b) An account will be opened in the employee's name by the CLAC Health and Welfare Trust Fund as soon as possible following the receipt of one (1) month's contributions and will be deposited in the same manner subject only to the rules established by the Trust Fund's Board of Trustees. All monies deposited in the employee's account will remain the property of the employee subject only to the rules governing RSP and Benefit Plans.

17.02 The Employer's contribution to the CLAC Health and Welfare Trust Fund will be non-refundable, and when deposited will be vested in the employee on whose behalf the deposit was made, in accordance with the terms of the RSP Plan.

- 17.03 Withdrawal of funds and payouts from the RSP Plan will be subject to law and the terms of the Plan.
- 17.04 Employees on whose behalf contributions and deposits are made will receive quarterly statements from the financial institution where the deposits are made, mailed to the employee's last address on record with the CLAC Health and Welfare Trust Fund Administrator.
- 17.05 The contributions outlined in Article 17.01 will be remitted to the CLAC Health and Welfare Trust Fund's office each month, by the 20<sup>th</sup> of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

## **ARTICLE 18 - EDUCATION AND TRAINING FUND**

- 18.01 The Employer agrees to contribute an amount for all hours worked by all employees as defined in Schedule "A" toward the Union Education Fund.
- 18.02 Pyramid Training Fund  
The Employer agrees to contribute an amount as defined in Schedule "A" to the Union's Pyramid Training Fund for all hours worked by all employees. The use of this fund will be determined by a joint committee established by the parties. The Employer and Union will each appoint two (2) persons to the committee. All contributions to the Pyramid Training Fund will be remitted to the Union's Edmonton Office.
- 18.03 Contributions will be remitted to the Union Treasurer each month, by the 20<sup>th</sup> of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

**ARTICLE 19 - TOOLS**

- 19.01 All tradesmen shall supply their own tools common to their trade. Specialty tools shall be provided by the Employer.
- 19.02 Tools and equipment supplied to the employee will remain the property of the Employer. Any worn out equipment will be replaced upon presentation. The employee shall be held responsible for signed out equipment, for loss or improper maintenance of Employer equipment, and shall reimburse the Employer for the cost of such replacement items. Such reimbursement will be subject to mutual agreement between the Union, Employer and employee and shall be in writing. Upon termination of employment of the employee any outstanding amounts agreed upon may be deducted from the employees' final pay cheque.
- 19.03 The list of tools to be supplied by trades shall be established by the Employer in consultation with the Union.

**ARTICLE 20 – SAFETY AND PROTECTIVE EQUIPMENT**

- 20.01 All employees shall wear safety hats, liners, and safety glasses, as required, furnished by the Employer.
- 20.02 All employees shall wear gloves and safety shoes where required, furnished by the employee.
- 20.03 The Employer will furnish employees with safety equipment including UV-rated, adjustable safety glasses, specialty protective clothing 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 and will

reimburse the Employer for the cost of such replacement items. Such reimbursement will be subject to mutual agreement between the Union and Employer and the employee and will be put in writing. Upon termination of the employment of the employee any outstanding amounts may be deducted from the employee's final pay cheque.

20.04 All employees will receive an amount as defined in Schedule "A" for all hours worked as a clothing/tool allowance.

20.05 The Employer and employee will share equally the cost of noise protection and rain gear. The cost of noise gear will be set at thirty dollars (\$30.00) total, and the cost of rain gear will be set at fifty dollars (\$50.00) total. The total cost will be shared equally.

The parties agree that the cost and quality of such equipment will be reviewed annually. Such equipment will become the property of the employee.

20.06 Prescription Safety Eyewear

The Employer agrees to reimburse any employee fifty percent (50%) of the cost (up to a maximum reimbursement of one hundred dollars [\$100.00]) for prescription safety eyewear subject to the following criteria. The employee will be eligible after two (2) years of employment and every subsequent two (2) years thereafter. In the case of a break in employment of more than six (6) months or where the employee quits, the time requirements will have to be re-served.

## **ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT** **PAY**

21.01 The Employer will grant leaves of absence without pay for a time mutually agreed to between the Employer and the employee for the following reasons:

- a) marriage of the employee;
- b) sickness of the employee or in the employee's immediate family;
- c) death of a family member not outlined in Article 21.02;
- d) union activity other than directly relating to the Employer.

21.02 Employees will be granted a three- (3) day 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, i.e. husband, wife, common-law spouse, father, mother, brother, sister, son, daughter, legal guardian, mother-in-law, father-in-law, grandfather, grandmother, grandson, or granddaughter. Further time off without pay may be taken by mutual agreement between the employee and the Employer.

21.03 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

22.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.

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

A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be

dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievers shall be listed on the grievance form.

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement.

A Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

22.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "work days".

22.04 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) work 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. If the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No employee shall have a grievance until he has discussed his complaint with his Superintendent. If the employee's Superintendent does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it shall, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and shall be presented to the designated Employer representative by a Steward or a CLAC

representative. The designated Employer representative shall notify the Union representative of his decision in writing not later than five (5) work days following the day upon which the grievance was submitted.

The grievance referred to above shall identify:

- a) the facts giving rise to the grievance;
- b) the section or sections of the Agreement claimed violated;
- c) the relief requested;

and shall be signed by the employee or employees involved.

### Step 2

If the grievance is not settled in Step 1, a CLAC representative shall within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer Representative. A meeting will be held between the Steward or CLAC representative together with the grievor involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written grievance to the designated Employer representative. The Employer shall notify the Steward or CLAC Representative of his decision in writing within five (5) work days of such meeting.

### Step 3

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Steward or CLAC Representative but not thereafter.

**22.06 Union Policy Grievance or Employer Grievance**

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Employer and the Union shall be held within five (5) work days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 22.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) work days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement shall be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) work days, the Employer shall not be liable for any damages during the foregoing fifteen (15) work day period.

The provisions of this Article 22.06 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 22.04 and 22.05 hereof shall not thereby be bypassed.

**ARTICLE 23– ARBITRATION**

23.01 If the parties fail to settle the grievance at Step 2 of the Grievance procedure, the grievance may be referred to arbitration under the following procedure.

23.02 The party requiring arbitration must serve the other party with

written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

- 23.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 23.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of the service as aforesaid, the two parties shall each then nominate an Arbitrator within seven (7) days of the failure to refer the matter to an agreed upon single Arbitrator and shall notify the other party of the name of the aforesaid nominee. The two Arbitrators so appointed shall attempt to select by agreement a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 23.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 23.07 The decision of a majority is the decision of the Arbitration Board but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 23.08 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 23.09 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 23.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 23.10 It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.11 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the single Arbitrator or Arbitration Board.
- 23.12 Where the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the single Arbitrator or Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable.
- 23.13 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

**ARTICLE 24 - DISCHARGE, SUSPENSION, AND WARNING**

- 24.01 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; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices. Such suspension or discharge is subject to the Grievance procedure.
- 24.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be in writing with a copy forwarded to the employee, the Union Steward and the Union's Provincial Office.

**ARTICLE 25 – DUES & TRUST FUND PAYMENTS**

- 25.01 The parties acknowledge that delinquent payments to the Union for union dues or for any of the Employer contributions to the Funds established in Articles 16, 17, and 18 will pose a serious threat to the plan participants. Therefore the Trustees of the Funds are empowered to take any action in law necessary to collect all funds owing, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.
- 25.02 Contributions will be made to the Union Treasurer pursuant to Article 7, 16, 17, and 18, each month, by the twentieth (20<sup>th</sup>) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 25.03 In the event that the Employer fails to make the proper remittance,

the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.

- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance, the Union, as outlined in Articles 7, 16, 17, and 18, or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.0,3 and 25.04 relating to Articles 7, 16, 17, and 18, the Union agrees the Employer will be saved harmless for any claims relating to the remittances of Union dues, the Health and Welfare plan, and the RSP plan, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues deducted and all contributions to the Funds as set out in Articles 16, 17, and 18 separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union office. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union office for Union dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

**ARTICLE 26 - DURATION**

26.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of May, two thousand five (2005) and shall remain in effect until the thirtieth (30<sup>th</sup>) day of April, two thousand seven (2007), and for further periods of one (1) year unless notice shall be given by either party of a desire to delete, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of the expiry of the Agreement. Should either of the parties give such notice, this Agreement shall continue until the parties reach a new Agreement.

26.02 The Parties agree to exclude the operation of sub-section (2) and (3) of Section 50 of the *Labour Relations Act*.

**DATED** at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005.

**Signed** on behalf of  
**PYRAMID ELECTRIC  
CORPORATION  
PEC ELECTRIC CORPORATION**

**Signed** on behalf of  
**CONSTRUCTION AND  
ALLIED WORKERS' UNION,  
LOCAL 68**  
affiliated with the  
**Christian Labour Association  
of Canada**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representatives

\_\_\_\_\_  
Authorized Representatives

**SCHEDULE "A" – CLASSIFICATION/HOURLY RATES/CONDITIONS**  
**Construction/Maintenance/Non-Construction**  
**Effective as of May 1, 2005**

<b>CLASSIFICATION</b>	<b>BASE WAGE RATE</b>	<b>VACATION/HOLIDAY</b>	<b>RRSP</b>	<b>H&amp;W</b>	<b>CLOTHING/TOOL ALLOWANCE</b>	<b>EDUCATION FUND</b>	<b>TRAINING FUND</b>	<b>TOTAL WAGE</b>
Field Electrician	\$29.00	\$2.90	\$1.45	\$1.10	\$0.30	\$0.06	\$0.10	\$34.91
Panel Shop Electrician	\$27.00	\$2.70	\$1.35	\$1.10	\$0.30	\$0.06	\$0.10	\$32.61
Field Instrument Technician	\$29.00	\$2.90	\$1.45	\$1.10	\$0.30	\$0.06	\$0.10	\$34.91
Panel Shop Instrument Technician	\$27.00	\$2.70	\$1.35	\$1.10	\$0.30	\$0.06	\$0.10	\$32.61
Truck Driver	\$18.00	\$1.80	\$0.90	\$1.10	\$0.30	\$0.06	\$0.10	\$22.26
Welder (Journeyman)	\$29.00	\$2.90	\$1.45	\$1.10	\$0.30	\$0.06	\$0.10	\$34.91

**SCHEDULE "A" – CLASSIFICATION/HOURLY RATES/CONDITIONS**  
**Construction/Maintenance/Non-Construction**  
**Effective as of October 30, 2005**

<b>CLASSIFICATION</b>	<b>BASE WAGE RATE</b>	<b>VACA-TION/HOLIDAY</b>	<b>RSP</b>	<b>H&amp;W</b>	<b>CLOTH ING/ TOOL ALLOW ANCE</b>	<b>EDUCA TION FUND</b>	<b>TRAIN- ING FUND</b>	<b>TOTAL WAGE</b>
Field Electrician	\$30.50	\$3.05	\$1.53	\$1.10	\$0.30	\$0.06	\$0.10	\$36.64
Panel Shop Electrician	\$28.50	\$2.85	\$1.43	\$1.10	\$0.30	\$0.06	\$0.10	\$34.34
Field Instrument Technician	\$30.50	\$3.05	\$1.53	\$1.10	\$0.30	\$0.06	\$0.10	\$36.64
Panel Shop Instrument Technician	\$28.50	\$2.85	\$1.43	\$1.10	\$0.30	\$0.06	\$0.10	\$34.34
Truck Driver	\$18.50	\$1.85	\$0.93	\$1.10	\$0.30	\$0.06	\$0.10	\$22.84
Welder (Journeyman)	\$30.50	\$3.05	\$1.53	\$1.10	\$0.30	\$0.06	\$0.10	\$36.64

**SCHEDULE "A" – CLASSIFICATION/HOURLY RATES/CONDITIONS**  
**Construction/Maintenance/Non-Construction**  
**Effective as of August 1, 2006**

<b>CLASSIFICATION</b>	<b>BASE WAGE RATE</b>	<b>VACA-TION/HOLIDAY</b>	<b>RSP</b>	<b>H&amp;W</b>	<b>CLOTH-ING/TOOL ALLOWANCE</b>	<b>EDUCA-TION FUND</b>	<b>TRAIN-ING FUND</b>	<b>TOTAL WAGE</b>
Field Electrician	\$31.50	\$3.15	\$1.58	\$1.10	\$0.30	\$0.06	\$0.10	\$37.79
Panel Shop Electrician	\$29.50	\$2.95	\$1.48	\$1.10	\$0.30	\$0.06	\$0.10	\$35.49
Field Instrument Technician	\$31.50	\$3.15	\$1.58	\$1.10	\$0.30	\$0.06	\$0.10	\$37.79
Panel Shop Instrument Technician	\$29.50	\$2.95	\$1.48	\$1.10	\$0.30	\$0.06	\$0.10	\$35.49
Truck Driver	\$19.00	\$1.90	\$0.95	\$1.10	\$0.30	\$0.06	\$0.10	\$23.41
Welder (Journeyman)	\$31.50	\$3.15	\$1.58	\$1.10	\$0.30	\$0.06	\$0.10	\$37.79

## Notes to Schedule “A”

1. Apprentices Will be paid in accordance with the current apprenticeship regulations
  
2. Premiums
  - Leadhand: \$1.30/hour to be added to the base wage rate.
  - Foreman: \$2.50/hour to be added to the base wage rate.
  - Dual Ticket : \$2.50 to be added to the base wage rate when the employee is required to perform both duties or hired with that intent.

The following premiums are to be paid per hour but are not subject to RSP, Overtime Rollups or Vacation/Stat pay:

Steward Premium: \$0.50/ hour.  
Shift Differential: \$1.00 / hour for all hours worked between 18:00 hours and 06:00 hours.

3. For unscheduled shifts greater than twelve (12) hours, the Employer will provide a warm meal. The employee will submit a detailed receipt.
  
4. 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.

## **SCHEDULE 'B'**

### **OUTLINE OF INSURANCE PLAN COVERAGE**

(This schedule does not form part of the collective agreement. It is for information only. If there is a discrepancy between this and the insurance policy, the insurance policy prevails.)

- \$40,000.00 life insurance per employee;
- \$40,000.00 A. D. & D. per employee;
- dental plan at the latest fee schedule available;
  - Basic services: 80% up to \$1,500 per person annually
  - Comprehensive: 50% up to \$1,500 per person annually
  - Orthodontic: 50% up to \$2,000 lifetime maximum per child under 19
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually and 100% thereafter
- optical insurance for employee and family;
  - under 21: \$200 per year
  - over 21: \$200 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the second (2<sup>nd</sup>) day of accident and the fourteenth (14<sup>th</sup>) day of sickness, for a maximum of one hundred nineteen (119) days. (2/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred twenty (120) days until age 65. (120/65)

## Benefit Plan F.A.Q.'s

1. Where is the CLAC office located?  
*See back cover.*
2. Is there a website?  
*Yes, at [www.clac.ca](http://www.clac.ca)*
3. How do I enrol in the Benefit Plan?  
*Fill out the application form (part of the new employee package you received when you began your employment), and submit it to your local union office or directly to CLAC Benefit Office, 15505 Yellowhead Trail N.W., Edmonton, AB T5V 1E5*
4. When do I become eligible?  
*The beginning of the month following 350 hours worked with a participating employer.*
5. How do I make a claim?  
*Fill out the right form. Send it with accompanying receipts to the CLAC Benefit Office, 15505 Yellowhead Trail NW, Edmonton, Alberta T5V 1E5*
6. Where do I obtain claim forms?  
*Claim forms for dental, extended health (drugs, eye glasses, etc.) can be downloaded from the CLAC website: [www.clac.ca](http://www.clac.ca) click on benefits, click on Western Benefits, click on forms. For Weekly Indemnity or Long Term Disability claims, call or e-mail the Benefit Office or your local union office.*
7. Can I send my claim directly to Sun Life?  
*No. It must go through CLAC's Benefit Office.*

8. Are there time limits on applications for benefits?  
*Yes.*
- *For dental, extended health (drugs, glasses, etc.) time limits are as shown on the claimform (currently 180 days after the end of the year in which the expense was incurred)*
  - *For Weekly Indemnity – 30 days*
  - *For Long Term disability – 60 days*
9. Can I contact Sun Life directly?  
*Only after a claim is in process can you call for an update directly to **Sun Life** at 1.800.661.7334, instead of phoning the CLAC Benefit Office.*
10. Is there an E.A.P. (Employee Assistance Program) in the Benefit Plan?  
*Yes, call 1.800.661.8193.*
11. What is covered in the E.A.P.?  
*Counselling services **for** issues such as marital, financial, substance use/abuse, and stress problems.*
12. What would cause delays in processing my claim?
- a. *application form -- not signed, and/or  
-- not dated, and/or  
-- no beneficiary noted*
  - b. *claimform incomplete or missing receipts*
  - c. *claimform sent to wrongplace, i.e. insurance company instead of CLAC office*
- (It is never inefficient mail service, inefficient staff, hopeless employers, incompetent dental office employees, **or** weather.)*

## RRSP Questions

1. Where do my RRSP monies end up?  
*At Group Retirement Services.*
2. How can I contact them?  
*You can contact them by phone at 1.800.724.3402 or via their website at [www.grsaccess.com](http://www.grsaccess.com).*
3. How is my account established?  
*Your account is opened once the CLAC Benefit 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 Group Retirement Services receives your completed application form (included in your new employee package). Registration of the account enables Group Retirement Services to issue a receipt for income tax purposes at the end of the year.*

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