

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LAFARGE GVA READY-MIX MECHANICAL SERVICES  
LAFARGE WESTERN CANADA  
A DIVISION OF LAFARGE CANADA INC., A MEMBER OF HOLCIM**

**AND**

**TEAMSTERS LOCAL UNION No. 213**



**April 1<sup>st</sup>, 2023 – March 31<sup>st</sup>, 2027**

**TONY SANTAVENERE  
Secretary-Treasurer**

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THIS AGREEMENT entered into this 1<sup>st</sup> day of April, 2023.

**BETWEEN:**           **LAFARGE GVA READY-MIX MECHANICAL SERVICES**  
**LAFARGE WESTERN CANADA**  
**A DIVISION OF LAFARGE CANADA INC., A MEMBER OF HOLCIM**  
268 East Kent Avenue South  
Vancouver, BC   V5X 4N6

(hereinafter referred to as the "Company")

**PARTY OF THE FIRST PART**

**AND:**               **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the City of  
Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

**PARTY OF THE SECOND PART**

**INCLUSION AND DIVERSITY**

The Parties recognize the market in which this business operates is multicultural and gender diverse. Therefore, the Parties are committed to ensuring an inclusive and non-discriminatory work environment.

The Parties agree that there shall be no discrimination, bullying or any form of intimidation towards any employee, by any other employee because of race, colour, creed, nationality, gender identity, gender expression or sex, or any other prohibited ground under the Human Rights Code.

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, in the provisions of this Agreement, shall be considered to apply to all employees equally. All pronoun references in this agreement, e.g. he, his, she, her, they, theirs shall be deemed to include all genders.

**ARTICLE 1:   OBJECTS**

1.01   The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

The Company and the Union agree to work together with the understanding that fair working conditions and stable, effective and safe operations contribute to providing quality products to customers.

## **ARTICLE 2: BARGAINING AGENCY AND DEFINITION**

- 2.01 The Company recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- 2.02 The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- 2.03 Wherever the use of the male gender is used herein, it shall also apply to the female gender.
- 2.04 No supervisors or office personnel will be allowed to carry out work which would be normally done by employees in the bargaining unit except in the case of instruction or training of employees.
- 2.05 Where the Company's employees are available, the Company will continue to have all work which is presently performed by its employees, performed by members of the bargaining unit. Sub-contracting will not result in the layoff of current employees or the reduction in the number of employees on the active payroll or preclude the recall of an employee on layoff.

The Company commits to transparent discussions with respect to the distribution of work to the bargaining unit as compared to using subcontractors. The Company further commits to meeting with each of the lead hands on a monthly basis to review planned maintenance activities to determine what work will need to be contracted out as a result of not having and/or not being unable to acquire the required staff hours, or the nature of the work is not within the scope of the bargaining unit's capabilities. Where unplanned maintenance is required, the Company will review with the lead hands to determine if the work can be done by the bargaining unit or will need to be contracted out. Where there is disagreement, the final decision will remain a management right to decide to contract out the work; however such decisions shall be subject to the grievance procedure. This topic will be discussed at Union-Management Meetings as a standing item and where required, the Union Representative and Human Resources Manager or Labour Relations Manager will attend the meeting to mediate any issues and concerns raised by the bargaining unit.

Any significant changes to existing subcontracting practices will be discussed with the Union's Business Representative. In addition, the Company and the Union will meet semi-annually to discuss any problems which may arise regarding subcontracting.

- 2.06 To enable the Company to obtain more work and/or retain work, and when in the opinion of both parties it is deemed beneficial to the Company and the Union, the terms and conditions of this Agreement may be modified for work the Company is engaged in. Such agreed modifications to this Agreement shall be by Letter of Understanding and may be agreed, on a commercial contract-by-contract basis, to amend the terms of this Agreement. Any request for modifications to this Agreement shall be put forward in writing to the Union.
- 2.07 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 2.08 Any job vacancy created as a result of the retirement of an employee shall be filled as set out in Article 15 – Job Postings.

**ARTICLE 3: UNION SECURITY AND DISPATCH PROCEDURES**

3.01 When employees are required, the Company shall approach the Union to request qualified employees to be dispatched from the Union. The Union shall have two (2) business days to fill a dispatch order for employees.

Confirmation of dispatch to the member shall require either a clearance slip or written message from the Local Union.

3.02 When job qualified Union members are not available, then the Company may obtain qualified employees elsewhere.

The Company shall have such new employees fill in the required membership cards prior to upon commencement of employment and the Company shall forward them to the Union.

3.03 All employees shall be required to be a member of the Union as a condition of employment with the Company.

The Union shall have the right to determine who is a member in good standing. Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union the Company shall, upon notification from the Union, discharge such employee.

**ARTICLE 4: DEDUCTION OF DUES, ETC.**

4.01 The Union shall each month mail to the Company a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Company shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.

The Union will advise the Company as to the calculation of Union dues and other deductions required.

4.02 All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.

4.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees and assessments levied in accordance with the Union's By-Laws, owing by any employees hereunder to the Union. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

## **ARTICLE 5: SHOP STEWARDS**

- 5.01 There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to. Shop Stewards will be allowed to take up grievances during working hours, without loss of pay. A Shop Steward shall not leave his regular duties without first obtaining permission of the immediate supervisor or his designate and shall advise the supervisor of the nature of his business and approximate duration and report back to the supervisor at the time of his return to work. The granting of said permission shall not be unreasonably denied by the supervisor. A shop Steward will make reasonable efforts to minimize any operational interruption when meeting with other employees.
- 5.02 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- 5.03 The Company will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 5.04 The Union will advise the Company of the identity of all Shop Stewards.
- 5.05 The Company will pay up to two (2) employees for each recorded hour spent during the first ten (10) days of collective bargaining, to a maximum of eight (8) hours per day.

## **ARTICLE 6: UNION ACTIVITIES AND EMPLOYEES' LEAVE OF ABSENCE**

- 6.01 The Company shall allow time off work without pay for any employee who is serving on a Union Committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business and the Company is notified fourteen (14) calendar days in advance and the leave will be for a maximum of nine (9) days per calendar year. Any extension to an approved leave of absence must be agreed to by the Company.

In addition to the time off contemplated by the paragraph above, the Company shall allow time off work for one (1) day in each calendar year for a Shop Steward to attend a labour relations oriented educational seminar conducted by the Union. If the Shop Steward is normally scheduled to work the day of the seminar, he shall be paid his normal wages for the day. If the Shop Steward is not normally scheduled to work the day of the seminar, the time off shall be without pay.

- 6.02 During authorized leave of absence, an employee shall maintain and accumulate seniority. If the leave is granted under 6.03 below, seniority shall be maintained but not accumulated beyond four (4) months.
- 6.03 Subject to operational requirements, the Company may grant a leave of absence without pay of reasonable nature and length provided all requests for time off do not interfere with the proper operation of the business and the Company is notified fourteen (14) calendar days in advance. The Company will provide a copy of the form approving any leave of absence to the Union.

- 6.04 In the case of a death within the Immediate Family, the Company will grant a leave of absence to a non-probationary employee, without loss of normal earnings, for up to a maximum of three (3) scheduled work days between the period from the death to the funeral.

In the case of a death within the Immediate Family, the Company will grant an unpaid leave of absence to a probationary employee for up to a maximum of three (3) scheduled work days between the period from the death to the funeral.

For the purpose of this Article, the term "Immediate Family" means: parents (including adopted or step relationship or in-law relationship), spouse (also common-law), brother, sister, child (adopted or step relationship or in-law relationship), sister-in-law, brother-in-law, grandparent or grandchild.

The Company reserves the right to request documentation confirming the death of any of the above-noted individuals.

Employees on vacation shall be eligible for bereavement leave and pay.

- 6.05 The Company shall continue to pay, and excuse from duty, any employee whose absence on any scheduled work day is due to serving on Jury Duty or has been subpoenaed as a witness for the Crown in any Court of Law. However, all sums received by way of payment for these duties shall be payable to the Company to the end that no employee shall receive both his regular applicable rate of pay for Jury Duty, or similarly for appearing as a Crown Witness. It is agreed that employees must make themselves available for work when no required to be in attendance as Crown Witnesses or Jurors.

- 6.06 When an employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted a leave of absence, without pay or continuation of benefits for a period of up to one (1) year. An employee will accumulate seniority during a leave of absence under this provision.

- 6.07 Time off for Maternity and Paternity leave are as per the minimum requirements outlined in the *Employment Standards Act*.

Medical, dental and pension benefits will be continued during a Maternity and/or Parental leave, as per the *Employment Standards Act*.

## **ARTICLE 7: INSPECTION PRIVILEGE**

- 7.01 If an Authorized Union Representative, who is not employed by the Company, wishes to speak to an employee about a grievance or other Union business, he may do so by first advising the Company and shall abide by all site regulations and safety and security rules.



## **ARTICLE 8: UNION NOTICES**

8.01 The Company agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Company with said Notice Board. Notices will be signed and posted only by Officers or a steward of the Union and will be in keeping with the spirit and intent of this Agreement. A copy of the posting will be provided to the Company prior to it being posted on the Notice Board.

## **ARTICLE 9: PROTECTION OF RIGHTS**

9.01 It shall not be a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and a Company with whom the picketing Union has a dispute.

## **ARTICLE 10: NO DISCRIMINATION**

10.01 There shall be no discrimination, restriction or coercion exercised or practiced by any party in respect of any employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, or physical disability.

## **ARTICLE 11: MANAGEMENT RIGHTS**

11.01 The Union agrees that it is the exclusive right of the Company, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage the jobs, relocate, extend, curtail or cease operations; to perform or contract work (subject to the restrictions in Article 2.05, to establish types and amounts of equipment to be used; establish schedules and to judge the qualifications of employees, not in conflict with Articles of this Agreement; and to maintain discipline and efficiency.

11.02 The Union agrees that it is the exclusive right of the Company to hire, discharge, classify, transfer within the bargaining unit, promote, demote, lay-off, suspend or otherwise discipline an employee. However, this clause shall not deprive an employee of the right to exercise a grievance procedure as outlined in this Agreement.

11.03 The Union agrees that it is the exclusive right of the Company to make and alter, from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

11.04 The Company recognizes that the exercise of its Management's rights will not conflict with the terms of this Agreement.

## **ARTICLE 12: SAFETY AND HEALTH**

12.01 The Company and employees will commit to the policies and procedures outlined in the Behaviours and Expectations document and uphold the highest standards for providing a safe and healthy workplace.

12.02 Injury Report – An employee suffering injury while in the employ of the Company must report to their supervisor and document the incident immediately, or as soon thereafter as practicable.

12.03 Washrooms and Facilities – The Company agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

The Company shall maintain its current practices with regards to clothes closets or lockers for the protection of employees' clothes and personal belongings.

The Company will ensure that the climate conditions and ventilation of the workplace are adequately maintained and that it abides by the Occupational Health and Safety Regulation pertaining to Thermal Exposure.

Necessary changes to the levels of heating and ventilation should be documented through the risk assessment process.

12.04 Personal Protective Clothing and Equipment – The Company will provide the necessary PPE and safety clothing as identified through the risk assessment process, specifically:

- Hard hats,
- Goggles,
- Gloves,
- Coveralls,
- Bib pants; and
- Jackets

Employees will be provided with one (1) rain jacket at the start of their employment upon completion of the probationary period. This jacket will not be replaced. Regular jackets will not be provided. Where there is a specialized jacket required (i.e. welding) such jacket will be provided and will be the property of the Company and must remain at the workplace at all times.

Wherever they are required to be used on the job, the Company shall supply, at no expense to the employee, rubber clothing (boots, gloves, jacket, pants or suit).

Safety Glasses – Purchases of prescription safety glasses through a specific vendor established by the Company will be one hundred percent (100%) covered every twenty-four (24) months. The purchase of safety glasses will include permanent side shields.

All purchased prescription safety glasses must meet WorkSafeBC safety regulations. As a result of work related damage, the Company shall replace broken or damaged safety prescription glasses up to one (1) replacement per year upon approval.

Safety Boots – All employees will receive a safety boot allowance payment of up to two hundred and fifty dollars (\$250.00), via payroll, on the first pay cycle in May of each year of this Agreement. Safety Boots shall be to CSA standards as per Company policies.

Or

The Company will make available a service for the provision of Safety Boots each May, which the employee may choose so long as the Safety Boots meet CSA standards and the Company will provide the service with the two hundred and fifty dollar (\$250.00) allowance towards the purchase.

Effective April 1, 2024, employees will no longer be paid in May of each year, for the safety boot allowance noted above. In place of this payment, employees will be able to submit a receipt for reimbursement to a maximum of three hundred and fifty dollars (\$350.00) each contract year.

- 12.05 Waterless Hand Cleaner – Waterless hand cleaner shall be supplied at all mechanical operations covered by this Agreement.
- 12.06 Coveralls – All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied shall be of the proper size to fit the employee.
- 12.07 Service Truck Safety – It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by law. The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management and in respect thereto the Company agrees as follows:
  - a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
  - b) Were required, all service trucks owned or leased by the Company operated by the bargaining unit members must have adequate steps or similar devices to enable drivers to get in and out of the body for safety purposes.
  - c) It is agreed between the Company and the Union, having regard for the safety factor, that all vehicles shall have adequate heaters, windshield wipers and defrosters installed.
  - d) It is mutually agreed that a form shall be supplied to the driver on which he/she must report defects in equipment with sufficient copies so that the driver may retain a copy and so that the head office of the Company will have a copy of this report on file.
  - e) When a driver reports a defect in equipment, he/she must tag or mark the vehicle involved in such a manner so that any employee will notice the defective equipment. It shall be the Company's responsibility to supply tags or other marking devices. This tag is to be left on the vehicle in order to show the work has been completed and shall be removed by the out-going driver.
  - f) The Company shall not compel any driver to operate a vehicle which weighs in excess of the legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers, who of their own accord, operate with an overload may be subject to discipline and responsible for their own fines.

- g) The Company shall supply a fire extinguisher and an adequate first aid kit for each service vehicle. Each uncovered service vehicle shall be equipped with a tarpaulin.

12.08 Safety Meetings – Safety meetings shall be held once a month in each branch on Company time with bargaining unit representation present. A copy of the minutes of the meeting will be distributed via email with a copy to the Union's Business Representative.

#### 12.09 Safety Training & First Aid

- a) The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment and supply proper First-Aid kits.
- b) Employees who hold a valid Occupational First Aid (OFA) Level 1 certificate shall receive a premium of fifty cents (\$0.50) per hour for all hours worked.
- c) The Company shall pay for all authorized industrial first-aid courses as well as all required refresher courses for designated first-aid attendants.
- d) For safety related training, the Company where practical, will schedule the training during regular work hours. However, the Company and the Union recognize that in order to have sufficient participants for a training course, it may be better to have the training on regularly scheduled days off. Attendance at safety training sessions scheduled for regularly scheduled days off shall be voluntary. Employees will be paid straight time wages for any hours spent at safety related training scheduled for an otherwise regularly scheduled day off.

### **ARTICLE 13: GRIEVANCE PROCEDURE**

13.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in accordance with the process set out in this Article.

Any grievance which is not presented within fifteen (15) days following the event giving rise to such grievance shall be forfeited and waived. In the case of payroll errors, the time limit shall be thirty (30) days. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

**STEP A** - The employee or the Union, together with such person or persons as he/she or the Union may wish, shall take the matter up with the Company. The Company shall give its response to the Union within seven (7) calendar days. The grievance must be in writing.

**STEP B** - Should a solution not be reached by Step A, then a Representative of the Union, accompanied by the employee and the Shop Steward if the Union wishes, shall discuss the matter with Management.

13.02 If the procedures set forth in Article 13.01, Step A and Step B do not result in a solution being reached within ten (10) days of the first discussion between a Business Representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute may be referred to a single Arbitrator appointed as follows:

- The parties shall confer and shall choose a single Arbitrator to arbitrate the dispute. The Arbitrator shall be chosen by mutual agreement of the parties. Failing mutual agreement, the parties agree to an Arbitrator appointed by the British Columbia Labour Board to appoint a single Arbitrator.

13.03 The decision of the Arbitrator shall be final and binding.

13.04 All expenses incurred by the Arbitrator shall be paid equally by the Parties. Each party shall pay its own costs.

13.05 The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.

13.06 Any employee, the Union or the Company may present a grievance.

13.07 Any discharged or suspended employee shall be given by the Company, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union.

13.08 Provided an employee has received no discipline from the Company during any twenty (20) consecutive month period, all discipline on an employee's record will be removed.

#### **ARTICLE 14: SENIORITY**

14.01 There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board. The Company shall also supply a copy of the Seniority List to the Union if specifically requested by the Union Representative.

14.02 Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Company shall be credited only for calculation of vacation entitlement and pay.

14.03 When a new employee is hired, it is agreed that he/she shall be on probation for ninety (90) days worked and during this period, seniority will not be applicable. When the probationary period is completed seniority will commence from the original date of hiring.

Union dues, fees and assessments will be deducted and remitted to the Union starting from the employee's first day worked.

Probationary employees shall be considered as being employed on a trial basis and may be terminated where the employee is considered, in the judgement of the Company, to be unsuitable. The termination of a probationary employee should only be modified where the Company has acted in a manner that is arbitrary, discriminatory or in bad faith.

14.04 For the purposes of this Agreement, the term "layoff" shall be defined as an unscheduled separation from employment of one (1) or more days on which the employee would otherwise have been scheduled to work.

The layoff shall be done in reverse seniority order providing the remaining employees have the qualification to do the work available without training.

Employees shall be recalled in order of their seniority, where jobs become available and the employee has the qualifications to perform the job without training.

14.05 Seniority shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) The employee quits for any reason.
- (b) The employee retires.
- (c) The employee is discharged and is not reinstated through the grievance procedure or arbitration provisions of this Agreement.
- (d) The employee has been on layoff for more than twelve (12) consecutive months for an employee with one (1) or more years of service.
- (e) The employee fails to return to work immediately after the expiration of a leave of absence without a reasonable explanation.
- (f) The employee is absent for three (3) consecutive working days without a reasonable explanation.
- (g) The employee uses a leave of absence for reasons other than that for which the leave was granted.
- (h) The employee is laid off and fails to return to work without reasonable explanation within three (3) working days after he has been notified to do so by the Company by mail to his last known address. It will be the responsibility of the employee to provide written notification of any change in address or telephone number to the Company. Any notification delivered or mailed to the most recent address which is on the Company's records shall be deemed to have been received by the employee.
- (i) The employee accepts gainful employment while on an authorized leave of absence without first obtaining the consent of the Company in writing.

## **ARTICLE 15: JOB POSTINGS**

15.01 (a) In the event that a new job is created or a vacancy occurs or new equipment is installed in the operation, the Company shall post a notice on the bulletin board at all branches notifying that a vacancy exists in a particular job.

- (b) All postings shall include the following business requirements; the classification, location, the start time of the shift, the hours of the shift and the days of the week.

- (c) Employees desiring such job shall then apply, in writing, within seven (7) days of such posting, except that employees on vacation or out of town on work for the Company at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Technological Change and Retraining Article of this Agreement, shall receive such job.
- (d) For temporary emergencies, new employees may be hired but postings must go up in all branches if the need is still there after sixty (60) days.
- (e) Seniority, qualifications and ability shall be the determining factor in selecting applicants. Seniority shall be the governing factor if there is more than one (1) qualified applicant.
- (f) The successful applicant to a job vacancy shall be transferred within thirty (30) working days. From the time of the transfer the successful applicant will be considered to be on a trial period for up to thirty (30) working days. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Company. This trial period shall not apply to the employee posting from one location to another location within the same classification.
- (g) During the trial period an employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to their former position without a loss of seniority. In such cases, the Company shall have the right to require all employees who changed job positions in consequences of the promotion, to move back into their job positions and wage rates which they occupied prior to the promotion.

The vacancy may be temporarily filled until a permanent replacement is decided through the application of this Article.

- 15.02 (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A", the Company and the Union shall promptly negotiate a wage rate for such classification.

When there is a significant change in job content or working conditions, the Company and the Union shall discuss the appropriateness of a rate revision.

- (b) Every effort will be made by the Parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day the new job commenced.
- (c) In the event the Parties hereto are unable to conclude negotiations, the matters in dispute shall be referred to a single Arbitrator agreed upon between the Parties. Failing such agreement, either Party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

## **ARTICLE 16: TECHNOLOGICAL CHANGE AND RETRAINING**

16.01 In the event the Company proposes the introduction of equipment in its operations requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll through the job posting procedures of this Agreement to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an aptitude test, cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change. Failure on the part of the Company to comply with these provisions will automatically give cause for grievance.

The Company agrees to work with the Union in order to arrange for training of employees whose jobs no longer exist as a result of automation or a substantial change in job content, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a layoff.

## **ARTICLE 17: COMPENSATION COVERAGE**

17.01 Following a compensable injury, upon notification from WorkSafeBC that an employee is medically able to perform the essential duties of the employee's pre-injury employment, the Company will reinstate the employee to the position the employee most recently held with the Company, if it still exists, or to a comparable position, if it does not.

## **ARTICLE 18: DAYS AND HOURS OF WORK AND OVERTIME**

18.01 The purpose of the Article is to define the hours of work and provide the basis for the calculation of overtime premium payments. Except as herein provided, it shall in no way be construed as a guarantee of hours of work per day (except as outlined in Article 18.04), per week, or of days of work per week. As specifically reserved in Article 11 of this Agreement, the shift schedule, and number of hours to be worked per day (except as outline in Article 18.04) or per week, are solely and exclusively the prerogative of the Company.

18.02 The normal work week will consist of five (5) consecutive days between Monday and Saturday with shifts totaling eight (8) hours. There will be two (2) shifts per day with the following start time windows:

### **Monday to Friday**

- The day shift shall be scheduled with a start time between 6:30 am and 8:30 am.
- The afternoon shift shall be scheduled with a start time between 11:00 am and 1:00 pm.

### **Tuesday to Saturday**

- The afternoon shift shall be scheduled with a start time between 11:00 am and 1:00 pm.

Employees assigned to afternoon shift will not change locations mid-shift. Only in emergency situations shall an employee be asked to move to another location after starting their shift.



18.03 Employees hired prior to April 1<sup>st</sup>, 2023 shall not be forced to change to a different shift without their consent, nor have their shift eliminated while another employee who is junior to them works an afternoon shift.

If the Company institutes a new shift, employees will have the option to post into that shift as per Article 15.

If more employees who have the required qualifications have signed up than are needed for a particular shift, subject to operational requirements, the Company shall assign such shift on the basis of seniority.

If an insufficient number of employees who have the required qualifications sign up for a particular shift, the Company shall be permitted to hire new employees to fill the vacant positions.

18.04 An employee who is scheduled and who reports for work shall be paid as follows:

Normal work week:

- A minimum of eight (8) hours at the regular rate of pay.

Normal days off:

- A minimum of four (4) hours at the regular rate of pay;
- Where an employee works in excess of four (4) hours but less than eight (8) hours they shall be provided with eight (8) hours at their appropriate rate of pay.

In all situations, the guarantee of hours only applies where the employee remains at work after reporting. Where Management gives an employee the option to remain at work or leave prior to the guarantees noted above, and the employee chooses to leave early, the employee shall be paid only for hours actually worked.

18.05 All time worked on the sixth (6<sup>th</sup>) day, seventh (7<sup>th</sup>) day or a General Holiday identified in Article 23 shall be paid at a rate of double time (2x).

18.06 Any employee called back to work after his scheduled shift has been completed, and he has left the premises, shall be paid a minimum of four (4) hours' pay at two times (2x) their regular rate of pay. An employee who works more than four (4) hours shall be paid the number of hours worked at two times (2X) their regular rate of pay.

Where the employee and the Company have agreed on the time the employee will return to work, the employee shall be paid upon reporting for work. Where the employee is required by Management to report immediately due to an emergency and will report within sixty (60) minutes, the employee's four (4) hour guarantee shall be paid from the time they accept the work.

18.07 Any time worked in excess of an eight and a half (8 ½) hour shift (inclusive of lunch) shall be paid at time and one half (1 ½) rates of pay. Any time worked in excess of ten and a half (10 ½) hours (inclusive of lunch), shall be paid at double time (2x).

18.08 It is agreed that overtime may be necessary in order to respond to the efficient operation and service requirements of the business.

For overtime that may occur at the end of a shift, the employee directly affected shall be offered the first opportunity to work the overtime. If he refused, other qualified employees on that shift at that location shall be offered the overtime in accordance with seniority.

For overtime pre-shift and on days off (including General Holidays), the following will apply:

- Home Plants: Overtime will be offered by seniority to the employees posted at the plant where the overtime is worked. If there are insufficient volunteers who are posted at that plant, the overtime may be offered and if offered it will be by seniority to the rest of the bargaining unit.
- Satellite Plants: Overtime will be offered to the employee who is normally responsible for that plant first; where that employee is unavailable and management determines there is still a need for overtime, it will be offered in order of seniority, to the lead hands.

When canvassing for overtime, the Company will contact the employees by phone.

In the event there are insufficient volunteers to perform overtime work, the overtime work shall be assigned to the employee(s) with the least amount of seniority who have the qualifications, skill, and ability to perform the work available.

18.09 Every employee should have a minimum of ten (10) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of ten (10) full hours elapses, he shall be paid at overtime rates of double time (2X) for the entire shift that he is called in to work before he has received his full ten (10) hour break. No employee shall be permitted to resume work on his own accord until ten (10) full hours have elapsed.

18.10 All employees working with tools shall be allowed sufficient time during working hours to return tools, parts, etc. to the Stores or Crib before the end of each shift.

18.11 All employees engaged in "dirty" work (i.e. work in which an employee gets dirty to the point he/she would require a longer washup period to get clean), such employees shall receive a paid five (5) minute washup period.

18.12 There shall be no duplication or pyramiding of hours worked for the purposes of computing overtime or other premium payout.

18.13 Shift Differential – Employees working on the Afternoon Shift shall receive a premium of five dollars (\$5.00) per hour for each hour worked, not compounded for overtime.

18.14 Any employee starting prior to 6:30 am shall be paid one and one half times (1.5x) their hourly rate of pay for all hours worked prior to 6:30 am. Employees who start before 6:30 am will be entitled to the hours guarantee outlined in Article 18.04 starting from 6:30 am.

Any employee starting at 4:30 am or earlier shall be paid a premium of thirty-two dollars (\$32.00).

**ARTICLE 19: LUNCH AND REST PERIODS**

- 19.01 To facilitate continuous operations, employees will be paid a premium for every hour worked, in lieu of a scheduled thirty (30) minute break. The premium will be one dollar and seventy cents (\$1.70) effective January 1, 2024, and the premium will increase to one dollar and eighty cents (\$1.80) effective April 1, 2024. This applies to all employees in the bargaining unit and will be paid on every cheque.
- 19.02 Each employee shall receive an uninterrupted paid fifteen (15) minute break in each half of his daily shift. The time for said breaks is to be determined by Management. If overtime is to be worked, then each employee shall receive a paid ten (10) minute break prior to such overtime commencing.
- 19.03 When employees work three (3) hours overtime the employee shall receive a break of thirty (30) minutes, with pay, and shall receive a meal allowance of fifteen dollars (\$15.00). This shall be repeated after every four (4) hours of overtime worked.

**ARTICLE 20: CLASSIFICATIONS AND WAGE RATES, ETC.**

- 20.01 The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- 20.02 Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- 20.03 When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident providing the employee is not receiving Workers Compensation pay for that day.
- 20.04 When the Company assigns an employee to temporarily work in another classification, he shall be paid his regular rate of pay or the rate of the other classification, whichever is the greater, for all time employed on such work.

**ARTICLE 21: PAY DAY AND PAY STATEMENTS, ETC.**

- 21.01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment.
- 21.02 The Company shall provide every employee covered by this Agreement on each payday with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- 21.03 Payment of wages will be made by direct deposit into the employee's pre-arranged bank account on the designated paydays.

21.04 Where there is a payroll error on an individual employee's payroll in excess of seventy-five dollars (\$75.00) the Company shall make every reasonable effort to correct the payroll error within forty-eight (48) hours of being notified.

Where there is a payroll error on an individual employee's payroll that is less than seventy-five dollars (\$75.00) the Company shall correct the payroll error on the next payroll cycle.

21.05 The Company shall record on each employee's T-4 slip the total Union Dues deducted and submitted on behalf of that employee.

## **ARTICLE 22: ANNUAL VACATIONS**

22.01 All employees shall receive annual vacations in accordance with the following:

- (a) All employees will be on a current accrual system for vacation. This means vacation time and pay will be accrued (earned) and taken in the same calendar year.
- (b) The vacation year shall be defined as January 1 to December 31 and all annual vacation shall be taken within the vacation year.
- (c) All employees will have a common anniversary date of January 1<sup>st</sup> for the purposes of calculating an employee's vacation entitlement for that year; this will commence upon completion of the first (1<sup>st</sup>) year of employment. Employees in their year of hire will be deemed to have completed one (1) full year of service as of December 31<sup>st</sup> of that same year.
- (d) Employees are entitled to take his/her vacation starting on January 1 of each calendar year. Increases in vacation allowance and pay will be effective on January 1 of an employee's anniversary calendar year. Unearned vacations that have been taken will be deducted from the employee's last pay.
- (e) On January 1<sup>st</sup> of each year the Company shall give an employee an annual vacation based on the following entitlement:
  - i. Year of Hire: Employees in their first (1<sup>st</sup>) year of employment will receive four percent (4%) of annual gross earnings as vacation pay. Employees will accrue one (1) full day per month of employment to a maximum of ten (10) days to take as vacation time within their first (1<sup>st</sup>) calendar year of employment. Vacation days will be scheduled as per Article 11.10.
  - ii. Employees who have completed one (1) year of service on their anniversary date of hire in any year shall receive and take a vacation of two (2) weeks with pay at their regular classified rate of pay based on four percent (4%) of the employee's earnings.
  - iii. Employees who have completed four (4) years of service on their anniversary date of hire in any year shall receive and take a vacation of three (3) weeks with pay at their regular classified rate of pay based on six percent (6%) of the employee's earnings.

- iv. Employees who have completed seven (7) years of service on their anniversary date of hire in any year shall receive and take a vacation of four (4) weeks with pay at their regular classified rate of pay based on eight percent (8%) of the employee's earnings.
  - v. Employees who have completed fourteen (14) years of service on their anniversary date of hire in any year shall receive and take a vacation of five (5) weeks with pay at their regular classified rate of pay based on ten percent (10%) of the employee's earnings.
  - vi. Employees who have completed twenty-five (25) years of service on their anniversary date of hire in any year shall receive and take a vacation of six (6) weeks with pay at their regular classified rate of pay based on twelve percent (12%) of the employee's earnings.
- (f) Where any employee has been absent from work for any reason during the vacation year, the employee shall receive the full vacation time referenced with the vacation pay pro-rated accordingly when considering the length of the absence.
  - (g) The percentage calculation of an employee's total earnings shall be made after the last pay period of each vacation year and any outstanding vacation pay shall be paid by separate cheque on the last pay period in January of the new vacation year.
  - (h) In the event an employee leaves the employ of the Company and has taken his vacation entitlement, the Company has the right to recoup any vacation monies paid to the employee in excess of the four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of the employee's gross earnings paid.
  - (i) No later than the 15<sup>th</sup> of November of each year, the Company shall post the available vacation schedule for the following year. Each employee shall submit his first and second choice in writing by November 30<sup>th</sup>. The Company will confirm the vacation schedule by December 15<sup>th</sup>. Subject to operational requirements, the Company will grant vacation requests by seniority, providing the remaining employees have the skills, ability and qualifications to perform the work. Once such list is confirmed, vacations shall not be altered except by mutual agreement of the employee and the Company.
  - (j) Employees may elect to book their remaining vacation days after January 1<sup>st</sup>. These days will be awarded on a first come, first serve basis and seniority will be the determining factor when multiple requests are submitted on the same day.  
  
Employees who have not selected their remaining vacation days by September 1<sup>st</sup> will have their vacation scheduled for them by the Company.
  - (k) The Company shall permit a minimum of two (2) employees or fifteen percent (15%) (rounded up) whichever is greater, to be on vacation at any one time, when there are more than five (5) employees in the bargaining unit. When there are five (5) or less employees in the bargaining unit, the Company shall permit at least one (1) employee to be on vacation at any one time.

- (l) No employee shall request and the Company shall not allow any employee to work during their scheduled annual vacation period at any time.
- (m) The term "gross earnings" as used for the calculation of vacation pay, as described within this Agreement, shall include all earnings in the entitlement years described above, including annual vacation pay which the employee received during the entitlement year.

**ARTICLE 23: GENERAL HOLIDAYS**

23.01 The Company shall give to each employee a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay (including any applicable shift, first aid, lead hand or Class 1/3 licence premium) for his normal hours of work.

An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated General Holidays shall be:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
	National Day for Truth and Reconciliation	New Years Eve (Dec 31)

and any other holiday declared, proclaimed or celebrated by the Federal and/or Provincial Government, which is recognized in the *British Columbia Employment Standards Act*, which will then replace the bargaining unit's choice of either Easter Monday, Boxing Day or December 31<sup>st</sup>.

23.02 When a General Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off then the next work day shall be observed as the Holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday, respectively, or on an employee's weekly days off, then the next two (2) workdays shall be observed as holidays.

Both December 31<sup>st</sup> and National Day for Truth and Reconciliation shall be observed on the day on which it falls and when worked on, will be paid and scheduled in accordance with Article 18.05 and 18.08 respectively.

23.03 When a General Holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday and shall not be charged a vacation day for that day.

**ARTICLE 24: SICK LEAVE**

24.01 At the beginning of each calendar year each non-probationary employee will receive three (3) days of sick time.

24.02 The Company shall, to the extent that sick time is available, pay to an employee who reports sick on a regular work day the equivalent of the wages he would have earned for his normal hours of work. Sick days must be taken in full day increments.

- 24.03 Sick time shall be granted for an employee's personal use only.
- 24.04 Sick time is not to be used for any purpose other than legitimate illness.
- 24.05 All absence due to illness of a duration of three (3) or more consecutive scheduled work days shall require a doctor's certificate to an employee's supervisor.
- 24.06 It is the responsibility of an employee to immediately notify his supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.
- 24.07 Sick days cannot be carried forward to subsequent years and unused sick days will not be paid out.

#### **ARTICLE 25: HEALTH AND WELFARE PLAN**

- 25.01 The Company will provide a Health and Welfare Plan and will pay one hundred percent (100%) of the monthly premium for all eligible employees.

The benefit plan will be as set out in the booklet provided to all employees which details the benefit plan.

- 25.02 **Eligibility:** Employees shall be eligible effective the first (1<sup>st</sup>) of the month following sixty (60) calendar days from date of hire. Entitlement under any of the benefit plans or any issue concerning benefits shall be subject to the specific provisions of the insurance plans, policies or contracts. Any dispute over payment of benefits under any such plans, policies or contracts shall be adjusted between the claiming employee and the insurer concerned but the Company will use its best effort to help adjust and settle any such disputes.

Employees must meet the residency requirements of the plan sponsor, administrator and insurer to be eligible. Employees who do not meet the residency requirements will not be provided with benefits coverage under the Company sponsored plan as noted in this Article.

Where an employee does not meet the residency requirements, the Company will provide a taxable payment to the employee equivalent to the premiums paid for benefits based on the employee's required coverage level.

- 25.03 It is understood that nothing herein shall be construed to make the Company the insurer of the benefits. The Company's obligation is entirely fulfilled by the payment of the premiums herein before set out.
- 25.04 The Company may select the insurance carrier(s) of its choice or may change insurance carrier(s) or self-insure as it sees fit provided that the level of benefits shall not be diminished without the consent of the Union.

**ARTICLE 26: RRSP**

26.01 The Company shall make contributions to a Company sponsored Defined Contribution Pension (DC) Pension Plan on the basis of hours for which wages are payable for each eligible employee within the scope of the Agreement.

Employees on the seniority list as of April 1, 2019 shall remain in the Company sponsored Registered Retirement Savings Plan.

26.02 **Eligibility:** Employees shall be eligible effective the first (1<sup>st</sup>) of the month following sixty (60) calendar days from date of hire.

26.03 Effective April 1, 2023, the Company shall make contributions at the rate of four dollars and seventy-five cents (\$4.75) per hour for which wages are payable.

Effective April 1, 2024, the Company shall make contributions at the rate of four dollars and eighty-five cents (\$4.85) per hour for which wages are payable.

Effective April 1, 2025, the Company shall make contributions at the rate of five dollars (\$5.00) per hour for which wages are payable.

Effective April 1, 2026, the Company shall make contributions at the rate of five dollars and fifteen cents (\$5.15) per hour for which wages are payable.

26.04 The Company will continue to remit pension contributions to the Company Sponsored Pension Plan for an employee only until December 31<sup>st</sup> of the year in which the employee turns seventy-one (71) years of age. Effective January 1<sup>st</sup> of the year following the date the employee attains 71 years of age, all contributions will be directed to the employee on a quarterly basis. These contributions will be subject to applicable statutory deductions. This amount shall not be deemed to be wages and is therefore not be used for vacation pay calculations or any other compensation which would normally be calculated on wages.

**ARTICLE 27: TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

27.01 The Company shall make contributions at the rate of five cents (\$0.05) per hour for all regular and overtime hours worked for each employee covered by this Agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence effective the first full month following the ratification of this Agreement.

**ARTICLE 28: TOOLS**

28.01 The Company shall replace with the same quality any employee's tool that is broken or damaged (rendered unusable), or lost in the performance of an employee's duties. The Company shall provide any new shop tools at its own cost as required for employees to fulfil their job duties. Employees will be required to submit an up to date list of their tools as requested by the Company; tools will be not replaced unless noted with sufficient detail on the employee's tool list.



**ARTICLE 29: RETROACTIVE PAY**

29.01 The Company agrees that the hourly wage rates and RRSP/Pension contributions shall be paid retroactively to April 1, 2023 for all employees on the seniority list as of the date of ratification.

**ARTICLE 30: SEPARATION OF EMPLOYMENT**

30.01 If an employee leaves the employ of the Company for any reason, any accrued wages or vacation pay shall be paid on the next payroll cycle.

30.02 The Company shall complete an electronic Record of Employment within five (5) calendar days after the end of the pay period in which an employee's interruption of earnings occurs.

**ARTICLE 31: SEVERANCE PAY**

31.01 Employees with two (2) completed years or more of service, whose employment is terminated as a result of amalgamation, permanent closure of the plant, or a department thereof, or automation, shall receive termination pay of one (1) week's pay for each year of service with the Company to a maximum of twenty-six (26) weeks' pay, at the rate of pay the employee was receiving on the date of termination.

**ARTICLE 32: TRANSPORTATION**

32.01 Employee vehicles shall not be used on Company business. Company vehicles shall not be used for personal use unless authorized by the Company.

**ARTICLE 33: BONDING**

33.01 If the Company requires any employee to be bonded, the Company shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Company.

**ARTICLE 34: LOSS OF BENEFITS**

34.01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits shall suffer a reduction of wages or increase in hours worked per week or loss of benefits, because of the adoption of this Agreement.

**ARTICLE 35: MINIMUM STANDARDS**

35.01 It is intended that the provisions contained in the *Employment Standards Act* and Regulations presently in effect, and from time to time amended, are minimum requirements only.

35.02 In the event this Agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in this Agreement as part of its terms.

- 35.03 In the event this Agreement contains a provision which is a lesser requirement than a similar or related provision contained in the Act, then the provision contained in the Act shall prevail, and shall be deemed to be incorporated in this Agreement as part of its terms.
- 35.04 In the event a dispute arises respecting the application or interpretation of any provision of the Act which is deemed to be part of the terms of this Agreement, the Grievance Procedure contained in this Agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

#### **ARTICLE 36: CONFLICTING AGREEMENT**

- 36.01 The Company agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Company agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

#### **ARTICLE 37: SAVINGS CLAUSE**

- 37.01 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 37.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 13 herein.

#### **ARTICLE 38: ARTICLE HEADINGS**

- 38.01 The article headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

#### **ARTICLE 39: DURATION OF AGREEMENT**

- 39.01 This Agreement shall be for the period from and including, April 1, 2023 to and including, March 31, 2027. Either party to this agreement may, within four months immediately preceding, March 31, 2027, give to the other party written notice to commence collective bargaining.

39.02 After expiry of the term of this collective agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the *Labour Relations Code*, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

39.03 It is mutually agreed that the operation of sub-section 2 of Section 50 of the *Labour Relations Code* is specifically excluded from operation in this Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2023.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A"**

**RATES PER HOUR**

Employees on the seniority list as of the date of ratification will be paid a one-time signing bonus of two thousand dollars (\$2,000.00) subject to statutory deductions.

\* The base rate has been increased by one dollar and sixteen cents (\$1.16) prior to calculating the percentage increase.

<b>Classification</b>	<b>Current</b>	<b>April 1, 2023*</b>	<b>April 1, 2024</b>	<b>April 1, 2025</b>	<b>April 1, 2026</b>
Journeyman Mechanic	\$47.31	\$50.89	\$52.80	\$54.12	\$55.48

Starting in the second year of the agreement, the Company will adjust the wages in the above classifications in April of each year to the CPI for the prior year, where the CPI average is greater than the negotiated wage increase for that year. The CPI will be defined as the annual CPI for the City of Vancouver as published by Statistics Canada "all items reporting" which is released in January of each year.

The Company shall have the discretion to designate an employee or employees in the bargaining unit as Lead Hand and/or On Call attendant. Employees so designated shall receive the following premium for all hours worked in the designated position:

- **Lead Hand Premium** – Employees appointed by Management as full time Lead Hands shall be paid five dollars cents (\$5.00) per hour worked. Employees who are assigned to be Relief Lead Hands shall be paid three dollars and fifty cents (\$3.50) per hour worked for hours assigned as Relief Lead Hand.
- **On Call Premium** – One and one half (1 ½) hour's pay per day when designated to be on call by the Company. For the term of this agreement, the Company commits to having at least one (1) mechanic on call at all times when the GVA Ready-mix businesses are operating. The Company will offer the opportunity to be on call based on seniority to the Leadhands. Where none of the Leadhands are available to be on call, the Company will assign the responsibility to the employee Management feels is most appropriate. Employees who are called out to work will not be paid this premium in addition to the call out pay.

Employees who possess a Class 1 or 3 licence shall be paid a premium of seventy-five cents (\$0.75) per hour worked. In addition, the Company will pay the full cost of license renewal as well as reimburse up to a maximum of two hundred dollars (\$200.00) towards the cost of the renewal medical upon proof of receipt.

## **APPENDIX "B" – APPRENTICES**

Apprentices may be employed at the ratio of one (1) apprentice to every one (1) journeyman. Apprentices shall be paid the following rates:

- First six (6) months – Sixty percent (60%) of Journeyman's rate
- Second six (6) months – Sixty-five percent (65%) of Journeyman's rate
- Third six (6) months – Seventy percent (70%) of Journeyman's rate
- Fourth six (6) months – Seventy-five percent (75%) of Journeyman's rate
- Fifth six (6) months – Eighty percent (80%) of Journeyman's rate
- Sixth six (6) months – Eighty-five percent (85%) of Journeyman's rate
- Seventh six (6) months – Ninety percent (90%) of Journeyman's rate
- Eighth six (6) months – Ninety-five percent (95%) of Journeyman's rate

Each employee, prior to final acceptance in the Apprenticeship Training Program shall commit, in writing, to continue their employment for up to four (4) years after having successfully attained Journeyman Trade status and been appointed as a permanent Journeyman position. The committed time frame will be established as a one (1) year return in service for each time the employee receives the benefits outlined below. In any event, the minimum in-service commitment will be two (2) years and the maximum will be four (4) years per apprenticeship program.

In exchange for making the commitment of employment, Apprentices will be provided the following:

- Apprentices shall be paid the difference between their regular pay and the amount from received from Employment Insurance (E.I.) while attending Apprenticeship School providing they pass their examinations.
- Apprentices will be responsible for paying the tuition and associated fees to register for each school year of their apprenticeship. Upon successful completion of the apprenticeship school year, the Company will reimburse the employee based on receipts provided by the Apprentice.

Employees who do not continue their employment for the full committed period following successful completion of the Apprenticeship Training Program will be required to refund to the Company, on a pro-rated basis, any wage subsidies, tuition fees or other material costs paid by the Company during the apprenticeship training period. Upon resignation/termination, the employee is required to contact their Payroll Administrator to make repayment arrangements.

All provisions of this Agreement shall apply to Apprentices except where specifically provided for under the Apprenticeship Act.

New employees falling in this category will not be required to start at the minimum rate as provided herein, but shall be credited with previous experience as may be proven.

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**            **GVA READY-MIX MECHANICAL SERVICES**  
**A DIVISION OF LAFARGE CANADA INC.**  
268 East Kent Avenue South  
Vancouver, BC    V5X 4N6

(hereinafter referred to as the "Company")

**PARTY OF THE FIRST PART**

**AND:**                **TEAMSTERS LOCAL UNION No. 213**  
490 East Broadway  
Vancouver, British Columbia    V5T 1X3

(hereinafter referred to as the "UNION")

**PARTY OF THE SECOND PART**

**Re: PART TIME MECHANICS**

The Company and the Union agree that part time Mechanics may be hired and utilized for the following purposes:

- Vacation coverage
- Illness/WCB absence coverage
- Special projects (i.e. outfitting new trucks)
- Other staff shortages.
- 

Part time mechanics are considered part of the bargaining unit and the entirety of this collective agreement applies except:

- Article 6.04 – Bereavement
- Article 6.05 – Jury Duty
- Article 12.04 (Boots, jackets, Safety Glasses only covered every [5] years)
- Article 14 – Seniority – Where there are multiple part time employees they will be placed at the bottom of the list in the order of their Company service. Part time employees shall be deemed to be on a Separate Seniority list for the purposes of daily call out and "force in" situations.
- Article 22 – Vacation pay will be paid at the minimum Employment Standards percentage (%). Employees who retired from the Company and elect to work part time shall be paid the vacation percentage (%) at the time of retirement.
- Article 23 – General Holidays
- Article 24 – Sick Days

- Article 25 – Benefits
- Article 26 – RRSP
- Article 27 – Advancement Fund

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ON BEHALF OF THE COMPANY

\_\_\_\_\_

\_\_\_\_\_

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN**

**GVA READY-MIX MECHANICAL SERVICES  
A DIVISION OF LAFARGE CANADA INC.  
268 East Kent Avenue South  
Vancouver, BC V5X 4N6**

(hereinafter referred to as the "Company")

**PARTY OF THE FIRST PART**

**AND:**

**TEAMSTERS LOCAL UNION No. 213  
490 East Broadway  
Vancouver, British Columbia V5T 1X3**

(hereinafter referred to as the "UNION")

**PARTY OF THE SECOND PART**

**Re: CELL PHONES**

The Parties agree that when cell phones are not provided by the Company for use on Company business, that the Employer will provide a T220 upon request by any employee who is required to use their personal cell phone for business purposes.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ON BEHALF OF THE COMPANY**

**ON BEHALF OF THE UNION**

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