

COLLECTIVE AGREEMENT

**CLAC**



**armtec**

**LIMITED PARTNERSHIP**

*and*

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

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

# Our Commitment to the Workplace

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

## INTEGRITY

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

## PARTNERSHIP

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

## FAIRNESS

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

## RESPECT

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

## COMMUNITY

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

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ARMTEC LIMITED PARTNERSHIP**

**AND**

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

**May 15, 2013 - May 14, 2018**

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# **COLLECTIVE AGREEMENT**

## **BETWEEN:**

**ARMTEC LIMITED PARTNERSHIP**  
(hereinafter referred to as "the Employer")

## **AND:**

**CONSTRUCTION AND ALLIED WORKERS'  
UNION, LOCAL 68, AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**  
(hereinafter referred to as "the Union")

## **ARTICLE 1 - PURPOSE**

### **1.01 WHEREAS:**

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, to prevent waste, unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the Company, sufficient skilled workers, and, insofar possible, provide for labours continuous employment.

Such employment is to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the industry, that costs may be as low as possible, consistent with fair wages and conditions, and for the further purpose of establishing the necessary procedure by which those objectives may be accomplished.

With the goal of increasing our competitiveness, our employees acknowledge the need to improve our safety, quality, productivity performance and attendance, and to assist in these areas through ideas, suggestions, and commitment. The Management will, through its supervisors, listen and respond to all suggestions provided.

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

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

1.03 The Union recognizes that all rights, powers, and authority which have not specifically been modified by this Agreement or by applicable legislation are retained by the Employer.

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 Vacations; and,

- Part 8, Termination of Employment of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

1.05 It is understood that whenever the masculine gender is used in the Agreement it shall also include the feminine gender.

## **ARTICLE 2 - RECOGNITION**

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

2.02 This Agreement covers all employees of the Employer as established in the Certificate issued by the British Columbia Labour Relations Board, dated March 10, 1982, at and from 19060 54 Avenue, Surrey, BC except office staff, foreman and supervisors.

2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, except by order of the Labour Relations Board or any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no work may be removed from the Bargaining Unit except by mutual agreement in writing of the Parties or as set out in this Agreement.

2.04 The Employer agrees that the duly appointed Representatives of the Union are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.05 The Union acknowledges that it is the function of the Employer to:

- a) manage the enterprise, including the scheduling of work and the control of materials;
- b) maintain order, discipline and efficiency;
- c) hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.06 The Employer agrees that the work performed by the employees in the Bargaining Unit cannot be reduced or eliminated by the contracting out of such work, except as specifically provided in this Agreement. The Employer may contract out work where:

- a) he does not possess the necessary facilities or equipment;
- b) he does not have and/or cannot acquire the required manpower;
- c) he cannot perform the work in a manner that is competitive in terms of quality or within the projected time limits; or
- d) such subcontracting has occurred prior to the Union's certification.

2.07 Non-Union supervisory personnel may perform work included in job classifications under this Agreement under the following conditions:

- a) if an employee is late, until the employee arrives at work;
- b) if an employee is absent without providing three (3) days' notice;



- c) breakdown of equipment;
- d) if no employees offer overtime, as per Article 8.02(d), in the specific department that overtime is required;
- e) training new employees or training existing employees to use new equipment or methods; or,
- f) on custom orders with a high degree of technicality and only up to four (4) man hours per day overall. On custom orders being poured repeatedly, Non-Union supervisory personnel may not work past the third pour unless agreed upon between the Shop Steward and Management.

When Non-Union supervisory personnel are about to perform bargaining unit work, they shall first inform the Union Steward, when a Steward is available.

- 2.08 The Employer agrees that the introduction of High Performance Work Teams or any other concept which may lead to a partial or complete reorganizing of the workforce shall be subject to all the terms and conditions of this Agreement.
- 2.09 Departments are referred to as a supervised area of a group of employees performing a specific process or project with a duration of more than three (3) months.

### **ARTICLE 3 - UNION REPRESENTATION**

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
  - a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement.

- b) Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments within five (5) working days of the date of their appointments.
- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 3.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the committee shall be paid by the Employer at their regular hourly rates for all the time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.
- 3.05 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 Union Representative may attend such meetings.
- 3.06 There shall be no Union activity on the Employer's time or on the Employer's premises except that which is approved by the Employer and necessary for the processing of grievances and the administration and enforcement of this Agreement. The Employer agrees that approval for jobsite visits shall not be withheld for more than one (1) working day after the same has been requested. No reasonable request by the Union will be

refused. No approval is needed for visits during coffee and lunch breaks.

- 3.07 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and Union Dues. New employees shall be advised of the names of the Union Stewards. Stewards shall be given ten (10) minutes, without loss of pay, but subject to operational requirements, to introduce new employees to the Union's policies.

#### **ARTICLE 4 - STRIKES OR LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will, in accordance with Section 57 (1) of the *Labour Relations Code of British Columbia*, not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will, in accordance with Section 57 (2) of the *Labour Relations Code of British Columbia*, not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

#### **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 a) The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment. The parties agree that the Union's Career Services department is to be utilized when making hiring

decisions. However, the hiring decision will be at the sole discretion of the Employer.

b) Prospective Hires

Upon request, the Career Services Department will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.

c) The Union will provide course training for all employees in WHMIS, Due Diligence and Forklift Certification. New employees will be enrolled into the first available class on or about their date of hire. Current employees will be enrolled as directed by the Employer.

5.02 a) The Employer has the right to hire new employee(s) as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work. New hires progress through the pay grid as per Schedule "A".

b) Prior to initiating any hiring in the classifications covered by this Agreement, or in new classifications being created in the bargaining unit, the Employer shall first contact the Union's office to inform the Union of the vacancies and to ascertain if the Union has members out of work who are qualified to fill such vacancies.

5.03 New employees will be hired on a six- (6) month probationary period and thereafter shall attain regular employment status. On completion of the probationary period, their respective seniority shall be dated back to the date of their most recent hiring. The Employer shall notify the Union in writing of the name, address, classification and posting awarded to any new employee at the time such employee commences employment. The hourly rate of a probationary employee shall increase in accordance with the provisions of Schedule "A", and such probationary employee

shall be classified to a Group Level no later than the one hundred and eighty-one (181) calendar days of employment.

- 5.04 In the event an employee is nearing the end of their probationary period but, during this period they were absent due to accident or illness, which negated the Employer's ability to properly assess the competence of such probationary employee, the Employer may request at a minimum, a probationary extension equal to the time off of said employee. Such requests shall not be unreasonably withheld by the Union.
- 5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Within the first month of employment, the Employer will refer any new employee to a Steward or a Union Representative in order to give such Steward or Union Representative an opportunity to describe the union's purpose and representation policies.
- 5.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

## **ARTICLE 6 – UNION DUES**

- 6.01 a) The Employer is authorized to and shall deduct union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.

- b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.
- 6.02 a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.
- b) Upon request by the Union an itemized list containing the following information will be provided:
- Base hourly rate
  - All hourly premiums
  - Straight time hours worked
  - Time and a half hours worked
  - Double time hours worked
  - Gross wages
- c) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:
- Name
  - Address
  - Date of Birth
  - Telephone Number
  - Email Address
  - Social Insurance Number
  - Date of Hire
  - Classification
- 6.03 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of

or by reason of deductions made or payments in accordance with this Article.

## **ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY**

- 7.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 Where new machinery is installed that materially affects the conditions of work of the employees concerned, or a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved. Failure to reach agreement shall be subject to the Grievance Procedure.
- 7.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of reasons completely beyond the control of the Employer.
- 7.04 The Employer agrees to make a printed record of daily hours worked available upon written request.
- 7.05 Employees shall be paid bi-weekly by automatic bank deposit no later than Friday of the pay week. The employee's pay shall be accompanied by a slip outlining all hours worked, overtime hours, deductions for income tax, employment insurance, union dues, RSP contributions, health and welfare contributions and any other pertinent information which applies to the employee. All employees shall receive their pay slips during working hours.
- 7.06 Employees requested to perform off-site work shall be reimbursed for any reasonable expenses incurred as a result of such assignment. Employees using their own vehicle in order to

travel to and from the off-site work site, shall receive thirty three cents (\$0.33) per kilometer traveled. Prior to each assignment, the Employer shall instruct the employee with respect to anticipated compensable expenses, e.g. motel, meals etc. In the event that unanticipated circumstances necessitate additional expenses, the employee shall inform the Employer by collect call of these circumstances and shall not incur additional expenses without prior authorization, except in emergencies, such as a ferry shutdown or road closure. The Employer shall give the employee a telephone number which can be used after business hours.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- 8.01 The normal workweek shall consist of five (5) eight- (8) hour days, either Monday through Friday or Tuesday through Saturday. Employees required to work a Tuesday through Saturday shift will be chosen according to seniority such that those employees with less seniority shall be selected first for such a shift, provided there is sufficient competence among the junior employees to properly carry out the work required.
- 8.02 Work performed in excess of eight (8) hours per day and eighty (80) hours in a two- (2) week pay period, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Work performed in excess of eleven (11) hours per day or eighty eight (88) hours in a two (2) week pay period shall be paid at the rate of two (2) times the regular rate of pay. Due to the nature of work in different areas, the following conditions of overtime work and rate of pay will apply:
- a) Any overtime must be authorized in advance by Management to receive the overtime rate;
  - b) Employees who are late will be required to complete their eight (8) hours of work before overtime rates will be paid;



- c) Daily overtime exceeding one (1) hour and overtime worked during extra shifts shall be assigned by department to the most senior employee, who normally works in the area, assuming the ability to perform the work is relatively equal;
- d) Management will post a notice on a daily basis for employees to indicate if they wish to work overtime. This notice will be posted by 9:00 a.m. daily, and employees are required to indicate their preference by 12:30 p.m. Management shall first ask the employees listed, by department, in order of seniority to work overtime. Management may then ask employees in other departments to perform the overtime;
- e) In the event an employee is absent for an overtime shift, subject to the needs of the business, the employee may not be eligible for further overtime shifts for thirty (30) days.

In order to be eligible for the bi-weekly overtime rates of pay for this Article, an employee must have worked eighty (80) regular hours during the two- (2) week pay period preceding the day which is the subject of the overtime entitlement. Vacation time, absences covered by the WCB, and other paid absences which have been pre-approved by the Employer shall be counted as time worked for the purposes of this Article.

8.03 There shall be a total of fifty (50) minutes in breaks during each eight- (8) hour shift. Thirty (30) of the fifty (50) minutes shall be considered to constitute an un-paid meal break, while twenty (20) minutes shall be considered paid coffee breaks. Time for breaks shall be allotted as follows:

Morning coffee break:	15 minutes
Lunch break:	25 minutes
Afternoon coffee break:	10 minutes

The coffee breaks shall take place during each half of the shift, while the lunch break shall take place approximately halfway into

the shift. For the employees on the night shift, the lunch break shall be considered as time worked. If an employee works past the starting time of his regular lunch period, he shall still be entitled to take his full break.

An employee working overtime is entitled to a fifteen- (15) minute coffee break, provided that the employee works for at least one (1) hour of overtime. Employees working overtime beyond eleven (11) hours per day shall receive a meal allowance of seven dollars and fifty cents (\$7.50). This shall be included in the employee's paycheque.

- 8.04 Any time worked on a Sunday shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours worked.
- 8.05 No employee shall be compelled to work on a Sunday or any other day of the week if such work conflicts with the established religious convictions of the employee.
- 8.06 a) Employees who are unable to report for work at the scheduled starting time, shall notify the Employer prior to their normal starting time, if possible. The employee must subsequently confirm the absence to Human Resources, the Production Manager, Scheduler, or the Operations Manager before noon of that day. An employee's failure to comply with this requirement will result in the absence being treated as an unexcused absence. It is understood that the employee may face discipline up to and including discharge for the unexcused absence. If the absence is due to an illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.
- b) If the absence is due to an injury and is expected to be longer than three (3) days, the employee shall arrange a meeting with his non-union supervisor to discuss the appropriateness

of medically approved light duty work, and the expected date of return to work. Unless the employee has a justifiable reason, failure to report as required may lead to disciplinary action.

- 8.07 The regular day shift shall begin between 5:00am and 10:00am. An afternoon shift premium of fifty cents (\$0.50) per hour applies to shifts starting after 10:00am and before 5:00pm. A night shift premium of seventy five cents (\$0.75) per hour applies to all shifts starting after 5:00pm and before 5:00am. Within the nightshift, employees shall be paid through the one-half (1/2) hour lunch break, midway through the shift, in addition to the regular coffee breaks.
- 8.08 a) Employees who require an early leave for an appointment or function, will be required to submit such requests in writing with a minimum of one (1) days' notice. The Employer agrees to accommodate every reasonable request and will reply to the request the same day that the request is made. Employees will make every effort to schedule appointments or functions outside of their normal working hours.
- b) The Employer shall accommodate every request for an early leave occasioned by a medical/dental specialist's appointment. Employees shall give the Employer a minimum of five (5) working days' notice of such appointment.
- 8.09 If no Leadhands or backup Leadhands volunteer for an overtime shift, Management reserves the right to assign a Leadhand or Non-Union Supervisor for the overtime shift as per the Collective Agreement. It is understood that more than one (1) supervisory person may be assigned to that overtime shift, if determined that the distribution or complexity of the work required needs additional supervision.

## **ARTICLE 9 - VACATIONS AND VACATION PAY**

- 9.01 a) Employees shall receive annual vacations, with pay, calculated as a percentage of their gross earnings: For the purposes of this article, gross earnings do not include the sales sharing bonus payments as described in Schedule “B”; the Employer will continue to calculate gross earnings using the same components of earnings as it did under the prior Agreement.
- i) for employees with less than one (1) year of service -- maximum of one (1) weeks' vacation, with pay calculated at four percent (4%); the days are accumulated at the rate of one (1) days' potential vacation for each month of service;
  - ii) after one (1) years' service -- two (2) weeks' vacation, with pay calculated at four percent (4%);
  - iii) after three (3) years' service -- three (3) weeks' vacation, with pay calculated at six percent (6%);
  - iv) after ten (10) years' service -- four (4) weeks' vacation, with pay calculated at eight percent (8%);
  - v) after 20 years' service – five (5) weeks' vacation with pay calculated at ten percent (10%).
- b) Employees who reach a milestone year in any given year for the purposes of vacation entitlement will have their vacation entitlement prorated for the balance of the year, which should be rounded up to the nearest day.
- 9.02 a) The Employer will endeavour to grant vacations at the time requested, in the vacation season or periods, considering

business requirements. Employees with most seniority will have first choice of the time to be granted off.

- b) Blank vacation schedules shall be posted in January each year. Employees will enter their first preference by January thirty-first (31<sup>st</sup>), with tentative confirmation of these dates made by February twenty-eighth (28<sup>th</sup>). Final confirmation shall be made by Management by March thirty-first (31<sup>st</sup>), with no changes guaranteed after that date.

The period between January first (1<sup>st</sup>) and March thirty-first (31<sup>st</sup>) of the following year is part of the vacation selection period. Vacations may be scheduled within this period, but will draw from the following year's vacation entitlement, except as provided in Article 9.02 (g).

The Employer may schedule any unscheduled mandatory vacations after September fifteenth (15<sup>th</sup>) of each year.

- c) The number of employees that may be off at one time is limited to:
  - i) one (1) employee per department.

Varying workload conditions may require adjustment to the above, as agreed by the Union/Management Committee. No adjustments shall be made without providing at least thirty (30) days' notice. No adjustments shall be made to previously approved vacations.

- d) Laid off or absent employees shall have opportunity to enter their vacation request(s) in writing prior to the end of the vacation selection period.
- e) As a general rule, no employee is entitled to take off more than two (2) weeks between July first (1<sup>st</sup>) through September first (1<sup>st</sup>). Exceptions to this rule shall be made if a particular

employee's longer vacation does not conflict with absences of other employees. A request for a longer vacation is subject to Article 9.02 (c). The longer vacation must be scheduled during the vacation selection period detailed in Article 9.02 (b).

- f) If a choice must be made between two or more vacations at the same time, the Employer and the Union shall jointly determine the scheduling of vacations, taking into account seniority, family circumstances and the frequency of vacations granted during prime time in previous years. The vacation schedule of management personnel shall not affect the vacation schedule of bargaining unit employees.
- g) Employees shall be permitted to carry over a maximum of one (1) week of non-mandatory vacation into the following year. Any days carried over into the following year must be used up prior to March thirty-first (31<sup>st</sup>) of that year. Scheduling of vacation days carried into the following year, must take place no later than December fifteenth (15<sup>th</sup>).
- h) Vacation weeks are scheduled at a minimum seven (7) contiguous days and are to be taken in full weeks of time off. For those employees who have three (3) or more weeks of vacation entitlement, they may use only one (1) week of their vacation entitlement to be broken up and scheduled as individual days off. Individual days off must be scheduled at least two (2) weeks in advance of the requested time off. Vacation requests after March thirty-first (31<sup>st</sup>), are subject to the needs of the business and is vested solely with the Employer.

9.03 In the event of a statutory holiday occurring during an employee's annual vacation, such employee shall be entitled to be off the day he would normally have returned to work.

9.04 The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) continuous year of employment:

- a) absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner; and,
- c) any other absence with pay duly approved by the Employer in writing.

9.05 Vacation pay shall be paid prior to the vacation, providing that the employee provides at least three (3) weeks advance written notice for a minimum of forty (40) hour increments. If no advance written notice is given, the vacation pay shall be paid as a salary continuance. Individual vacation days shall be paid as salary continuation. Any unused vacation shall be paid out by December thirty-first (31<sup>st</sup>), each year.

## **ARTICLE 10 - HOLIDAYS**

10.01 The Employer agrees to pay at regular rates of pay for eight (8) hours, for the following twelve (12) holidays:

New Year's Day	British Columbia
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

- 10.02 Article 10.01 applies only to employees who have been employed by the Employer for at least thirty (30) calendar days preceding the statutory holiday and have worked the scheduled workday before and the scheduled workday following the holiday, provided either is within five (5) days of the holiday in question, unless their absence is due to illness or a vacation with pay. In case of an employee's illness or injury, the employee shall obtain and provide to the Employer satisfactory proof of illness or injury in the form of a medical certificate from a qualified medical practitioner.
- 10.03 If an employee is required to work on one of the above-mentioned holidays, he shall be paid at the rate of two (2) times the regular rate in addition to his holiday pay, plus a day off, without pay, at a mutually agreed upon time, at the employee's option.
- 10.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the following regularly scheduled work day shall be observed as the statutory holiday, unless an alternate day is mutually agreed upon between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday.
- 10.05 In the event of a statutory holiday falling on a Tuesday, Wednesday, or Thursday, and where the Employer and the Union mutually agree, the said holiday may be observed the preceding Monday or following Friday.
- 10.06 For the purpose of calculating overtime, the paid holiday shall be considered as time worked.



## **ARTICLE 11 - SENIORITY, LAYOFF, AND PROMOTIONS**

11.01 Seniority of employees shall be recognized within job categories and areas of competence because the parties agree that job opportunity and security should increase in proportion to length of continuous service. New employees shall be placed on the seniority list upon completion of their probationary period and their seniority shall be dated back to the date of their most recent hiring.

11.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

11.03 Seniority rights shall cease for any employee who:

- a) voluntarily quits the employ of the Employer;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months if employed for more than two (2) years, and is laid off for a continuous period of more than six (6) months if employed less than two (2) years;
- d) is off due to illness or non-work related injury after the following continuous periods of absence:
  - i) if employed five (5) years or more following a twenty-four (24) month absence;

- ii) if employed less than five (5) years but more than three (3) years, following an eighteen (18) month absence;
  - iii) if employed less than three (3) years, but more than two (2) years, following twelve (12) months of absence;
  - iv) on completion of the probationary period, but less than two (2) years of employment, following a six (6) month absence.
- e) For the employee to be able to return to work, the employee must produce satisfactory proof in the form of a medical certificate from a doctor stating that the employee is medically fit to handle all bargaining unit work currently being performed in the employee's classification at Armtec Limited Partnership. Where such documentation is required, the Employer shall reimburse the employee for fees charged by the doctor for filling out the form.
- f) In the event that major changes in the employee's job have taken place during the employee's absence, necessitating training prior to returning to work, up to five (5) days of on the job training shall be provided by the Employer with the employee earning his regular hourly rate during the training. In the event that the required training cannot possibly take place in five (5) workdays at the workplace, the employee may be required to attend a training course at his expense and on his time. The returning employee may displace a probationary employee in another department as long as the returning employee is not qualified to return to his own job. In such case the returning employee must be physically capable as well as qualified to perform the work thus made available.

- 11.04 Seniority rights shall continue for employees who are off, by reason of a work related injury, unless there is medical evidence that the employee will not be capable of returning to work.
- 11.05 When the Employer deems it necessary to reduce the workforce, he shall post a layoff list and notify the Union five (5) business days in advance of the need for layoffs. When a reduction of the workforce is inevitable, casual labourers and probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of layoff and in doing so, they shall be guided by the following considerations:
- a) seniority standings of the employees within the department affected; and
  - b) ability of the employees to perform the work.

Employees on the layoff list may exercise their seniority to bump into another department provided they are competent in doing the job. Employees wishing to exercise this right must notify the Employer by noon of the business day following the layoff list being posted. These employees will be given three (3) business days to prove their competency in that job.

The Employer and the Union shall jointly recall employees based on a) and b) above.

- 11.06 If lack of work, not subject to the technological change provisions of Article 12, results in temporary layoff of employees, the employees affected shall be given a minimum of five (5) days' notice or five (5) days' pay whenever practicable.

If lack of work, not subject to the technological change provisions of Article 12, results in the termination of regular, non-probationary employees, such termination shall occur as per

the conditions established in the *Employment Standards Act of B.C.*

- 11.07 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.08 Any employee laid off and recalled for work must return within two (2) workdays when unemployed, and within seven (7) workdays when employed elsewhere after being recalled, or make mutually satisfactory arrangements with the Employer to return. Failure to do so will be deemed as notice that the employee has abandoned his job.
- 11.09 Any employee who voluntarily quits the employ of the Employer shall give one (1) weeks' notice to the Employer to enable the Employer to hire an adequate replacement.
- 11.10 a) The Employer shall post for a minimum of three (3) workdays, in a conspicuous place, at all time clocks and the production board, notice of all permanent vacant positions, part-time positions exceeding four (4) weeks duration, all training positions, entry level positions and promotions. All postings will include posting date, job title, shift hours; scope and position requirements will be posted if applicable. (For other details related to the posted position; the employee should refer to the Employee Role Description Matrix).

Any regular full-time employee covered by this Agreement, may apply for such posted position and the Employer shall fill such a position with the applicant employee who has the greatest seniority, provided that ability to perform the work is relatively equal. Unsuccessful applicants will be given an opportunity to train as often as is reasonably possible.

- b) Employees who have been awarded a posting, shall receive a copy of the posting. A copy shall also be posted on the bulletin board for a period of no less than five (5) working days and be faxed to the Union's office. The same shall apply to temporary postings.
- c) Where a posted position remains vacant after a posting period has come to an end, the Employer may hire a new employee who is qualified and able to perform the work.
- d) The Union-Management Committee shall have the power to override the posting provisions of the Collective Agreement.

11.11 Employees promoted or transferred to another position will be required to complete a trial period as per Schedule "A" while they obtain training and orientation. Promoted employees are entitled to a wage increase as per Schedule "A". Thereafter the employee shall stay in the position for a minimum period of one (1) year without being eligible for other postings. The Union-Management Committee is empowered to allow exceptions to the one (1) year requirement.

## **ARTICLE 12 - TECHNOLOGICAL CHANGE**

12.01 The Employer shall notify the Union at least one (1) month (or as much time as possible) in advance of his intent to institute changes in production methods or facilities, which would result in the layoff or termination of employees.

12.02 Where jobs are eliminated due to technological change, the affected employees will be given the opportunity for retraining to operate the new equipment or to assume other duties, depending on their seniority.

12.03 Employees whose employment is terminated because of technological change shall be entitled to severance pay of one (1)

weeks' pay at his regular straight time rate for each year of service with the Employer.

12.04 Any dispute arising in relation to adjustment to technological change may be referred to arbitration as provided for in Article 23.

### **ARTICLE 13 - SAFETY AND HEALTH**

13.01 The Employer and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in and around the Employer's premises. These standards shall be enforced in the following manner:

- a) The Safety Committee shall be made up of one (1) Union employee from each department that has more than four (4) employees in it, and the Management representative;
- b) The Safety Committee shall meet on the last Wednesday of every month. The Chairman and/or the Secretary are empowered to call extra meetings at any time. Special meetings can be called with four (4) hours' advance notice. Meetings are to be held during regular working hours, and members paid at regular hourly rates. Minutes of such meetings will be taken and distributed to all representatives of the committee, to the Union office, and will be posted throughout the plant;
- c) The recommendations of the Safety Committee will be implemented by the Employer as soon as reasonably possible and without delay upon receipt of such recommendations, or as agreed upon by the committee;
- d) The Safety Committee is empowered to order the suspension of operations of the enterprise or of any part of it, if it is convinced that continued operation is detrimental to the

health and welfare of the employee(s) or if there is an immediate danger to the life of the employee(s);

- e) The Union shall have the power to file a grievance against the Employer if the Employer violates Article 13.01(c); and,
- f) The Employer agrees to deal expeditiously with concerns regarding the health and safety of the employees. Any concerns brought to Management and/or the Safety Committee shall be dealt with on the same day the concern is presented, where possible.

13.02 In the event an employee meets with a compensable time-loss accident on the job, he shall be paid for the entire eight (8) hour shift regardless of actual hours worked.

13.03 a) If an employee has been warned three (3) times for disobeying a safety-related recommendation of the Safety Committee, he shall receive a one- (1) day suspension from work without pay. On the fourth (4th) such violation, a one- (1) week suspension shall be granted. If the employee persists in disobeying the directives of the Safety Committee, he may be terminated.

b) Serious violations of safety regulations or safety related recommendations of the Safety Committee shall be subject to further discipline up to and including dismissal.

13.04 a) The Employer shall respect the opinion of the employee's physician. In the event of a dispute or misunderstanding relating to the performance of light duties, the Employer may require the employee to attend an appointment with a mutually agreed medical examiner at the Employer's costs.

- b) Where documentation is required by the Employer, the Employer shall reimburse the employee for fees charged by the doctor for filling out the form.

13.05 Employees are expected to participate in the Armtec Return to Work Program. It is understood by the Parties that if an employee has been advised not to participate by their physician, the same process as outlined in 13.04 may be invoked.

## **ARTICLE 14 - HEALTH AND WELFARE PROGRAM**

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

14.02 a) Employees are eligible to receive coverage on the first day of the month following completion of the fourth (4<sup>th</sup>) month of employment. At that time, the Employer shall remit two (2) months' worth of premiums to commence coverage and shall continue to submit as per Article 14.01 thereafter. It is the responsibility of the employee to complete the enrolment form for the Health and Welfare Plan, which is a condition of coverage.

- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage, or entitlement of benefits are met by the employee,



beyond the obligations specifically stipulated in this Agreement.

- 14.03 a) If, according to the standards of qualifications set out by the insurance carrier, an employee is not eligible for the coverage provided by the group plan and, as such, cannot be enrolled, the Employer shall pay him or her directly an amount equivalent to the insurance premium.
- b) All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the benefit plan as amended from time-to-time. The basic outline of the benefit plan (Schedule “C”) included for information purposes only; it does not constitute part of this Agreement.
- 14.04 a) In the event of sickness or accident occurring to an employee who has worked for the Employer for at least one (1) year, the Employer agrees to continue to pay the CLAC administered Health and Welfare Plan premiums for a period of three (3) calendar months following the sickness or accident.
- b) In the event of a layoff, the Employer agrees to pay all insurance premiums to provide uninterrupted coverage for a period of three (3) months.
- 14.05 The Employer’s sole responsibility to any eligible employee regarding the Benefit Plan is the remittance of the premiums required by the insurance company. The insurance company alone will be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants, and determining validity of claims.
- 14.06 It is further understood that the Union has no obligation to provide the insurance coverages or benefits stipulated in this

Agreement. Liability for unfunded claims arising as a consequence of any failure by the Employer to remit the premiums required herein shall rest exclusively with the Employer.

- 14.07 The Employer agrees to contribute, on behalf of all eligible employees, one hundred percent (100%) of the monthly premium cost of the Medical Services Plan of BC. Eligibility commences on the first of the month following one full month of employment (for example: an employee hired on January fifteenth [15<sup>th</sup>] will be eligible on March first [1<sup>st</sup>]).

## **ARTICLE 15 – RETIREMENT FUNDS**

- 15.01 a) Providing the Employee contributes a minimum of fifty cents (\$0.50) per hour, the Employer shall match this contribution to a maximum of fifty cents (\$0.50) per hour for all regular hours worked by each employee to the group RSP administered by the CLAC Health and Welfare Trust Fund, which shall deposit same in an appropriate retirement savings account on each individual employee's behalf.
- b) The Employer, when authorized by an employee, shall also cooperate in the deduction and remittance of further amounts as requested by the employee, in a manner agreed upon by the parties. An employee may change their contribution no more than two (2) times per year.
- 15.02 Contributions to the employees' RSP, administered by the Trust Fund, shall be made in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.

## **ARTICLE 16 - UNION-MANAGEMENT RELATIONS**

16.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and co-operation 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 management;
- b) the economic character springs from a continuous striving toward efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management; and,
- d) a strong management does not discourage co-operation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

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

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

- vi) matters relating to quality.
- b) The Employer and the Union shall each appoint an equal number of representatives, up to a maximum of three (3). The Minutes shall record the business of each meeting and a copy shall be mailed to the Union's provincial office.

16.03 A committee member attending 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 dollars (\$20.00) to a committee member for each meeting attended.

## **ARTICLE 17 - FUNERAL LEAVE**

17.01 In the event of the death of an employee's spouse, child, parent, parent-in-law, brother, sister, or natural grandparent, the employee may be absent from work for four (4) days with pay. In the event of the death of an employee's grandparent-in-law, brother-in law or sister-in-law, the employee may be absent from work one (1) day with pay.

## **ARTICLE 18 - LEAVES OF ABSENCE**

- 18.01 a) The Employer shall grant leaves of absence, without pay, and without loss of seniority rights, for the following reasons, for a maximum period of three (3) months:
- i) sickness in the employee's immediate family; and,
  - ii) death in the employee's immediate family.
- b) The Employer may grant leaves of absence, without pay, and without loss of seniority rights, for the following reasons, for a maximum period of three (3) months:
- i) education beneficial to the work community;
  - ii) extended vacations.

- 18.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.
- 18.03 “Immediate family” in this Article shall mean mother, father, mother-in-law, father-in-law, brother(s), sister(s), spouse, children, son(s)-in-law, and daughter(s)-in-law of the employee. The immediate family of a common law spouse is recognized the same as above.
- 18.04 The Employer may grant an educational leave of absence without pay, and without loss of seniority rights, for a maximum period of six (6) months provided the employee has a minimum of three (3) years’ of seniority and provides the Employer with two (2) months’ notice. No reasonable request will be denied.
- 18.05 The Employer shall grant Pregnancy Leave, Parental Leave, and Family Responsibility Leave in accordance with the sections 50, 51, and 52 of Part 6 of the *Employment Standards Act of B.C.*
- 18.06 The Employer shall make every attempt to reply to a request for a leave of absence no later than five (5) workdays after the request was made.

## **ARTICLE 19 - JURY DUTY**

- 19.01 Employees required to serve jury duty, will receive pay such that their total compensation, including jury duty pay, will not be less than seventy-five percent (75%) of their normal pay for a period of time not to exceed ten (10) working days. Employees must provide satisfactory evidence of attendance for jury duty and pay received for jury duty.

## **ARTICLE 20 – PRE-JOB CONFERENCE REPORT**

20.01 The Union and the Employer may determine, on a project or Site basis, if special dispensation is required to become competitive or when 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.

Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have a Union Representative and Stewards meet for discussions within thirty (30) days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a Representative of the Union.

### 20.02 Pre-Tender Conference

- a) At time of tender, the Employer and Union will hold a pre-tender conference. The parties will make reasonable efforts to ensure these meetings take place in person, but alternatively one or more participants could be included via a conference-call or video conference. These meetings will be held to determine certain site-specific conditions as outlined in the Agreement, including exceptions to normal practice or collective agreement provisions, project steward(s), travel and accommodation provisions, shift schedules, hours of work, etc. The pre-tender conference will be attended by the Employer, a Representative from the Union, along with a Union Steward.
- b) A copy of the pre-tender conference report will be provided to the Employer, the Union and the job Steward(s). If a project is awarded to the Employer, A copy will also be posted on the bulletin board(s) at the jobsite.

### 20.03 Pre-Deployment Conference

After a project is awarded and before the project starts, the Employer and Union will hold a pre-deployment conference. The parties will make reasonable efforts to ensure these meetings take place in person, but alternatively one or more participants could be included via a conference-call or video conference. These meetings will be held to determine certain site-specific issues as outlined in the Agreement and the Pre-Tender Conference, including, but not limited to, project foremen and steward(s), travel and accommodation provisions, shift schedules, hours of work, etc. and to create a Project Specific Memorandum of Agreement. The Pre-Deployment conference will be attended by the Employer, a Representative from the Union, along with a Union steward.

20.04 When hired on a specific job, employees will sign a copy of the Project Specific Memorandum of Agreement acknowledging that they have read, understood and accept its terms and conditions.

20.05 It is understood between the parties that all provisions negotiated in a Project Specific Memorandum of Agreement supersede the Collective Agreement provisions that describe the same.

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

21.01 To further the training of union members, the Employer agrees to remit five cents (\$0.05) per hour of gross earnings to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the directions and timelines stipulated in Article 6.

21.02 The parties shall equally bear the costs associated with printing and publication of the Agreement.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

- 22.01 The parties to this Agreement recognize the Stewards, and the Union Representative specified in Article 3, as the agents through which the employees shall process their grievances and receive settlement thereof. Prior to filing a grievance, the aggrieved employee must first discuss the problem with his non-union supervisor. Where the matter remains unresolved, the Union Representative or Steward may process the grievance.
- 22.02 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) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 22.03 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. 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.
- 22.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 23, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.



#### 22.05 Step 1

An employee having a grievance will, accompanied by a Steward or a Union Representative, submit the same to his immediate non-union supervisor within five (5) workdays of the act or condition causing the grievance. This non-union supervisor will deal with the grievance not later than the fifth (5<sup>th</sup>) workday following the day upon which the grievance is submitted and will notify the griever and the Union Representative of his decision in writing.

#### 22.06 Step 2

If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the griever and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

### **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 procedure laid out in this article. The Parties agree to make use of settlement/mediation options prior to arbitration. Where a Party files for Expedited Arbitration under section 104 of the *Labour Relations Code of British Columbia*, such Party shall request, and the Parties shall make use of, the settlement provision offered under this section of *the Code*.

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 In the event that the Parties disagree in selecting an Arbitrator, they shall request the Labour Relations Board of British Columbia to appoint an Arbitrator at the Board's discretion.
- 23.05 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.06 Notice of desire to arbitrate and of nomination of an Arbitrator shall be served personally, or by registered mail, or by facsimile where prior notification has occurred by speaking to the other party directly or on the telephone. If served by registered mail, the date of mailing shall be deemed the date of service.
- 23.07 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 23.03, 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.
- 23.08 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party. However, the Arbitrator shall not have any jurisdiction, power, or authority to alter, amend, add to, or vary the Agreement nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 23.09 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 average earnings, as applicable, times normal hours, less any monies earned, or any other remedy or measures which are just and equitable in the opinion of the Arbitrator.
- 23.10 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is in the opinion of the Arbitrator just and equitable.
- 23.11 Each of the parties hereto will bear the expense of the Arbitrator in accordance with the Labour Relations Code.

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

- 24.01 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such reprimand shall be in writing, with a copy of the reprimand forwarded immediately by the Employer to a Steward, and to the office of the Union. Prior to issuing such a reprimand, the Employer shall interview the employee in the presence of a Steward or Union Representative.
- 24.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

- 24.03 Letters of reprimand or discipline shall be removed from an employee's file and record twelve (12) months from the date of issue if there is no recurrence of a similar infraction.
- 24.04 Serious infractions that require a letter of reprimand or discipline (such as safety related issues and willful damage to company property) may be held in an employee's file for up to eighteen (18) months. Such letter of reprimand or discipline will be removed from an employee's file no later than eighteen (18) months from the date of issue if there is no re-occurrence of a similar infraction.
- 24.05 Employees shall have supervised access to their own personnel file.
- 24.06 Business Improvement Opportunities (BIO's) and Non-Conformance Reports (NCR's) shall not become part of an employee's personnel record, except where they are related to disciplinary action.

## **ARTICLE 25 – DURATION**

- 25.01 This Agreement shall be effective on the fifteenth (15<sup>th</sup>) day of May, two thousand and thirteen (2013) and shall remain in effect until the fourteenth (14<sup>th</sup>) day of May, two thousand and eighteen (2018), and for further periods of one (1) year, unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement shall renew for a period of one (1) year.

25.02 If no agreement is reached at the expiration of this Agreement, this Agreement shall remain in force while negotiations are continued.

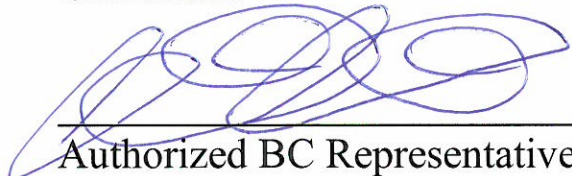
25.03 The Employer and the Union agree to exclude the operation of Subsections (2) and (3) of Section 50 of the *Labour Relations Code of British Columbia*.

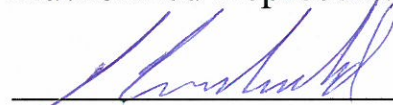
DATED at Langley, B.C., this 14 day of June, 2013.

**Signed on behalf of  
ARMTEC LIMITED  
PARTNERSHIP**


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

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

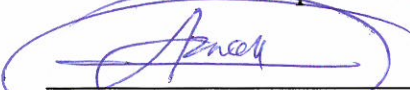
  
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Authorized BC Representative

  
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**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES**

<b>Classifications</b>		<b>Effective May 15, 2013 (2%)</b>
<b>Group 1</b>		
	Level 1 – New Hire 6 Month Probation	<b>\$15.64</b>
	Level 2 – Trial Period* 6 Months or DC Stripping	<b>\$17.78</b>
	Level 3 –	<b>\$20.94</b>
<b>Group 2</b>		
	Level 2 – New Hire 6 Month Probation	<b>\$17.78</b>
	Level 3 – Trial Period* 6 Months	<b>\$20.94</b>
	Level 4 –	<b>\$22.13</b>
<b>Group 3</b>		
	Level 3 – New Hire 6 Month Probation	<b>\$20.94</b>
	Level 4 – Trial Period* 1 Year	<b>\$22.13</b>
	Level 5 –	<b>\$23.22</b>
<b>Group 4</b>		
	Level 4 – New Hire 6 Month Probation	<b>\$22.13</b>
	Level 5 – Trial Period* 1 Year	<b>\$23.22</b>
	Level 6 –	<b>\$24.29</b>
<b>Group 5</b>		
	Level 5 – New Hire 6 Month Probation	<b>\$23.22</b>
	Level 6 – Trial Period* 1 year	<b>\$24.29</b>
	Level 7 –	<b>\$25.91</b>

**SCHEDULE "A" Cont'd  
CLASSIFICATIONS AND HOURLY RATES**

Classifications		SSP Adjust. Effective Jan 1/14	Effective May 15, 2014 (1.5%)
<b>Group 1</b>			
	Level 1 – New Hire 6 Month Probation	<b>\$16.01</b>	<b>\$16.25</b>
	Level 2 – Trial Period* 6 Months or DC Stripping	<b>\$18.15</b>	<b>\$18.42</b>
	Level 3 –	<b>\$21.31</b>	<b>\$21.63</b>
<b>Group 2</b>			
	Level 2 – New Hire 6 Month Probation	<b>\$18.15</b>	<b>\$18.42</b>
	Level 3 – Trial Period* 6 Months	<b>\$21.31</b>	<b>\$21.63</b>
	Level 4 –	<b>\$22.50</b>	<b>\$22.84</b>
<b>Group 3</b>			
	Level 3 – New Hire 6 Month Probation	<b>\$21.31</b>	<b>\$21.63</b>
	Level 4 – Trial Period* 1 Year	<b>\$22.50</b>	<b>\$22.84</b>
	Level 5 –	<b>\$23.59</b>	<b>\$23.94</b>
<b>Group 4</b>			
	Level 4 – New Hire 6 Month Probation	<b>\$22.50</b>	<b>\$22.84</b>
	Level 5 – Trial Period* 1 Year	<b>\$23.59</b>	<b>\$23.94</b>
	Level 6 –	<b>\$24.66</b>	<b>\$25.03</b>
<b>Group 5</b>			
	Level 5 – New Hire 6 Month Probation	<b>\$23.59</b>	<b>\$23.94</b>
	Level 6 – Trial Period* 1 year	<b>\$24.66</b>	<b>\$25.03</b>
	Level 7 –	<b>\$26.28</b>	<b>\$26.67</b>

Cost of Living Adjustment (COLA) will be applied only in year three (3) of the Agreement. Wage reviews will be held in years four (4) and five (5) of the Agreement. SSP adjustments of thirty seven cents (\$0.37) will be effective January 1, 2014, 2015, 2016 and 2017. COLA equals increase in the Consumer Price Index (CPI) based on the British Columbia twelve-month trailing average ending on March thirty-first (31<sup>st</sup>).

\*Trial periods are intended for employees who are promoted or transferred into a new department. Advancement within a department will depend on business requirements and on the skill of the employee.

Trial periods will be subject to formal reviews (every three [3] months) done by peers, supervisors and management; based on the employee's evaluation the following outcomes are possible:

1. Employees can advance to the next wage level after half (1/2) of the trial period for the respective group is completed; provided that all the job posting requirements are met. At this point their salary will be increased up to the higher group pay.
2. Employees can advance to the next wage level after full completion of their respective group trial period and achievement of all job position requirements. The employee advances to the next wage level and the wage difference is paid retroactively for the second half of the trial period up to the higher group pay.
3. If, after completion of the full trial period the employee does not meet the requirements; he or she will be returned to their previous position. In this case the vacant position will be filled by another qualified applicant from the original posting. If there are no qualified applicants, the position may be filled externally.





- e) where employment exceeds three (3) months, the worker automatically enters his probationary period as a part-time or full-time employee.
- 4. The Employer agrees to bear the cost of supplying and cleaning fitted coveralls with name tags for all employees and also of supplying appropriate safety equipment, leather aprons, and rain gear as required.
- 5. The Employer agrees to supply quality rain gear, for those employees requiring rain gear, with an agreed upon limit of one pair of rain gear per employee for every twelve (12) months worked.
- 6. It is understood that each employee continues to receive seven cents (\$0.07) per hour to cover the cost of CSA approved footwear. This rate is included in the group rate and paid for all hours worked at the appropriate regular and over time rates. Employees are expected at all times to wear safety foot wear that is in good condition in keeping with safety standards.

All employees shall respect and look after with reasonable care, tools, equipment, and facilities provided by the Employer. Neglect of the above will lead to disciplinary action.

- 7. The minimum call-out rate for maintenance personnel shall be four (4) hours of pay. This minimum shall not apply to repeat call-outs necessitated by a recurrence of the same problem or breakdown where the repeated call-outs are not separated by a regular work shift. Repeat call-outs not covered by the above minimum call-out rate shall be compensated in accordance with time actually worked, at the applicable hourly rate.

## **LEAD HAND/CHARGE HAND DESCRIPTIONS**

### **Lead Hands**

Lead Hand positions are designated by the Employer. Lead Hands play an intermediate role between workers and management. Lead Hands are responsible for the smooth and safe operation of their team, helping the workers to meet goals and mediating operational concerns with Management.

It is understood that this position acts with authority to assign and assess work but, they do not assign discipline.

Lead Hand responsibilities include:

- Ensuring the crew starts on time at the beginning of the shift and following any breaks;
- Coordinating the team; and,
- Supporting company policies and procedures.

Lead Hands are involved with, and supportive of actions brought by their supervisors, including:

- The arranging for extra workers;
- Evaluating the quality of the work that their team members perform;
- Ensuring that the crew is productive and accomplishing the work that is required; and,
- Organizing crew tasks of maintaining work standards while resolving issues between team members and mentoring new hires.

Lead Hands promote a safe work environment and are responsible for the safety of their crew, and also must understand the legal responsibility of the role and any related occupational health and safety laws.

## **Charge Hand**

A Charge Hand is a bargaining unit position that is designated by the Employer. A Charge Hand supervises multiple related departments. In addition, to the requirements of the Lead hand position the Charge Hand is responsible for coordinating the immediate and daily work of one (1) or more Lead Hands at the same time.

Their role is to make the best use of the materials, facilities, equipment and workers' skills, as well as to identify required training needs. Charge Hand's proactively promote collaboration between Lead Hands, assist with operational conflict resolutions within their span of control and look ahead with a goal to assist in meeting needs and requirements of future work.

## **SCHEDULE "B"**

### **SALES SHARING PLAN** (Changes Effective June 15, 2011)

1. A Sales Sharing Plan will be maintained for the benefit of all employees with one (1) or more years' seniority. For year two thousand and thirteen (2013) the amount to be shared shall remain at two percent (2%) of sales.

For year 2014 the amount shared shall be 1.75% of sales.

For year 2015 the amount shared shall be 1.5% of sales.

For year 2016 the amount shared shall be 1.25% of sales.

For year 2017 the amount shared shall be 1% of sales.

This percentage shall be based on the gross sales at Surrey (excluding wholesale or brokerage sales on which there was no manufacturing labour value added by Armtec employees) during the bonus year.

2. The amount to be shared will be divided pro-rata among all eligible employees, based on regular hours worked. The bonus will be paid on regular hours worked by each eligible employee to a maximum of two thousand and eighty (2080) hours annually or, in the event of a leap year, two thousand and eighty-eight (2088) hours.
3. Employee eligibility is determined as follows:  
Eligibility to accrue sales sharing commences once the employee has worked a minimum of two thousand and eighty (2080) regular hours for the Employer as a member of the bargaining unit. Vacation time and statutory holidays are counted as time worked for the purposes of this schedule.
4. Should an employee leave his employment for any reason excluding termination for cause before the payout of the Plan, he

shall be paid his share in ratio to how much of the year he actually worked before leaving his employment.

5. Of the total accruing to each employee, one hundred percent (100%) after tax payout can be paid to the employee, or the employee may direct payment to a Registered Retirement Savings Plan.
6. Eligible employees shall share in the division of the sales sharing funds on the principle that employees are to benefit according to their contribution. Accordingly, the following guidelines apply:
  - a) Only regular hours of work will qualify in the sales sharing plan;
  - b) With the exception of employer paid absences, vacation and statutory holidays, all absences will be discounted including leave-of-absence, medical leave or WCB leave.
  - c) Workers who have reached the age of sixty five (65) may request to work a reduced work week. They will continue to participate in the Sales Sharing Plan based on the number of hours worked. These workers will only be penalized as per Schedule “B” for absences and lates during time covered by their schedule. All other provisions regarding Sales Sharing eligibility as found in Schedule “B” #7. will apply.
7. Exclusions to Sales Sharing Eligibility
  - a) In the event that an employee is late for work, the employee will be ineligible for Sales Sharing for twenty (20) hours per instance. For the purposes of sales sharing eligibility, each employee is entitled to four (4) “free” late days per year.
  - b) In the event that an employee is absent, the employee will be ineligible for Sales Sharing for the week that he was absent.

For the purpose of sales sharing eligibility, each employee is entitled to four (4) “free” absent days per year. The application of the “free” absent days are entirely up to the discretion of the employee.

- c) Employees at all times must conduct themselves in a safe and efficient manner and must be in compliance of all health and safety regulations at all times. An employee who is suspended for any infraction related to health and safety will be ineligible for Sales Sharing for the week that the suspension occurs.
8. The employees may have the total sales figure verified by a qualified person acceptable to the Employer.
  9. The sales sharing pay-out shall be issued no later than the third Friday in February following the completion of the bonus year, subject to the employee approval of entitlement hours. The amounts will be paid out to the employees or deposited into an RSP. If the employees desire the amount to be deposited into an RSP, The RSP Bank Information Form must be returned no later than five (5) Days after the employees’ eligible hours approval period.
  10. Sales that have not been paid for and are in arrears over ninety (90) days as of December thirty first (31<sup>st</sup>) will be deducted from the total Sales Sharing pay-out amount. If payment is made within six (6) months of the next calendar year, and the Sales Sharing pay-out would average over one hundred dollars (\$100.00) per eligible employee, then a Sales Sharing adjustment pay-out will be issued by Electronic Funds Transfer only, on the same basis as the original pay-out on the first regular payroll run after the first Friday in July for the portion of this amount that has been successfully collected. If this amount would average less than one hundred dollars (\$100.00) per eligible employee or for sales that remain

unpaid as of June thirtieth (30<sup>th</sup>), the appropriate amounts will be carried forward and added to the next Sales Sharing pay-out.

11. Employees' eligible hours shall be made available no later than the last Friday in January. Employees must review and approve their eligible hours within three (3) working days of the hours being made available by the Employer. Where an employee fails to contact the Employer within this time period, the Employer's calculation of that employee's entitlement shall be considered final and binding.
12. The Employer will notify each employee of the amount to be paid within two (2) working days after the eligible hours' approval period. The Sales Sharing Pay-out method will default to the Electronic Funds Transfer eight (8) working days after the last Friday in January, unless an employee notifies the Employer with the complete information to the contrary.



## SCHEDULE “C”

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

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

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

## LETTER OF AGREEMENT #1

**BETWEEN:**

**ARMTEC LIMITED PARTNERSHIP**  
(hereinafter referred to as "the Employer")

**AND:**

**CONSTRUCTION AND ALLIED WORKERS'  
UNION, LOCAL 68 AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**  
(hereinafter referred to as "the Union")

The parties to a Collective Agreement effective May fifteenth (15<sup>th</sup>), two thousand and thirteen (2013) to May fourteenth (14<sup>th</sup>), two thousand and eighteen (2018) hereby agree to the validity of the clarifications made by Mr. Dan Pelletier on May 23, 2001 respecting the Articles 11.01 and 11.05 of the Collective Agreement between the parties. Mr. Pelletier advised the parties, as Settlement Officer appointed by the Collective Agreement Arbitration Bureau, as follows:

1. Seniority is not bargaining unit wide, but is per department (“job categories”);
2. Seniority is in effect in the employee’s own department but also in any area where the employee has proven his/her ability and experience (“areas of competence”);
3. The term “competent” means that the employee is able to perform the work without any training being required and the employee has demonstrated this ability to the Employer;

4. The term “ability” in Article 11.05 of the Collective Agreement between the parties means that the employee is able to perform the work without prior training being necessary.

DATED at Langley, BC, this 14 day of June, 2013.



\_\_\_\_\_  
For the Employer



\_\_\_\_\_  
For the Union

## **Benefit Plan - Frequently Asked Questions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- *your union steward*
- *CLAC's website, [www.clac.ca](http://www.clac.ca)*
- *the nearest Union office*
- *the CLAC Benefit Administration office: 1-888-600-2522*

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

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

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

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

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

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

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

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

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

*Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefit Administration Office if you do not have a travel card.*

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

*Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Ceridian LifeWorks at 1-866-714-3129.*

**RSP Questions**

**1. Where is my RSP set up?**

*At Great-West Life.*

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

*Contact Great-West by phone at 1-800-724-3402 or via their website at [www.grsaccess.com](http://www.grsaccess.com).*

**3. How is my account established?**

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

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

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

## PHONE • FAX NUMBERS

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

## USEFUL WEBSITES

CLAC Offices, Programs	<a href="http://www.clac.ca">www.clac.ca</a>
WCB	<a href="http://www.WorkSafeBC.com">www.WorkSafeBC.com</a>

## Christian Labour Association of Canada

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

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

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

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

*Affiliated with the World Organization of Workers (WOW)*