

REMPEL BROS. CONCRETE LTD.
and
CHALLENGE CONCRETE PUMPING,
A Division of Rempel Bros Concrete Ltd.

AND

TEAMSTERS LOCAL UNION No. 213
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 115

January 1, 2015 to December 31, 2018

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - BARGAINING AGENT RECOGNITION.....	1
ARTICLE 3 - EMPLOYER'S RIGHTS.....	1
ARTICLE 4 - UNION SECURITY.....	2
ARTICLE 5 - HOURS OF WORK AND SHIFTS	3
ARTICLE 6 - OVERTIME AND PREMIUM RATES.....	5
ARTICLE 7 - PART TIME EMPLOYEES	6
ARTICLE 8 - CLASSIFICATION HOURLY WAGE RATES.....	7
ARTICLE 9 - GENERAL HOLIDAYS	8
ARTICLE 10 - ANNUAL VACATIONS	9
ARTICLE 11 - SENIORITY.....	11
ARTICLE 12 - BANKING OF OVERTIME.....	13
ARTICLE 13 - GENERAL.....	13
ARTICLE 14 - INTERVIEWS, ACCIDENTS & DISCIPLINE.....	14
ARTICLE 15 - JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS ..	15
ARTICLE 16 - GRIEVANCE PROCEDURE AND ARBITRATION	18
ARTICLE 17 - EMPLOYEE RELATIONS COMMITTEE	19
ARTICLE 18 - BENEFITS AND PENSION PLANS.....	19
ARTICLE 19 - LIFE OF AGREEMENT AND RENEWAL	20
APPENDIX "A": WAGE SCHEDULES.....	22
APPENDIX "B": ALCOHOL AND DRUGS	23

AGREEMENT

BETWEEN: REMPEL BROS. CONCRETE LTD. and CHALLENGE CONCRETE PUMPING
A Division of Rempel Bros Concrete Ltd.

(hereinafter called the "EMPLOYER")

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;

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 115,
of the Municipality of Burnaby, Province of British Columbia;

(hereinafter collectively called the "UNION")

PARTIES OF THE SECOND PART

WITNESSETH:

That the Parties hereto agree as follows:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of settling differences which might arise under the terms of this collective agreement; to further the safety and welfare of the employees; economy of the operation, providing service to the customers, quality of work done and protection of property; and to elevate this Company wherever possible.

It is recognized by this Agreement to be the duty of the Employer, employees and the Union to co-operate fully for the advancement of the aforesaid conditions.

For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.01 The Employer recognizes the Union as the sole representative of, and bargaining agent for all employees employed in each and any classification contained in this Collective Agreement as covered by the certification.

ARTICLE 3 - EMPLOYER'S RIGHTS

3.01 The Employer retains all of its rights to manage all aspects of the business except as specifically modified by this agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 (a) Employees as of August 25, 2011 shall be members of either "Local 115" or "Local 213" as the employee chooses; and
- (b) Employees hired on or after August 25, 2011 and who are employed to work in the classification of:
- (i) Mechanics, Welders, Millwrights, Electricians, Mechanics Helpers, Plant Operators, Batchmen, Loader Operators, Pump Operators, Apprentices and any new classifications coming under "Local 115's" jurisdiction shall become and remain a member of "Local 115"; and
 - (ii) Mixer Drivers, Q.C. Technicians, Octa-Bloc coordinators, Labourers, Utility Yard Persons and any new classifications coming under "Local 213's" jurisdiction shall become and remain a member of "Local 213".

The exception to the Union's jurisdiction concerning the classifications as listed above shall be where an employee transfers, by means of a job posting, to a classification under the jurisdiction of the other Union. Any employee in this circumstance shall continue to remain a member of their Union of origin regardless of the classification awarded and the Employer shall continue to remit all necessary contributions on behalf of said employee to the Union of origin.

- 4.02 Each employee covered by this agreement shall, as a condition of employment and/or continued employment, become and remain a member in good standing of the Union.
- 4.03 Within ten (10) calendar days of the new employee's date of hire, the Employer shall introduce each new employee to the Shop Steward. The Employer shall hand the employee a Union membership card and dues deduction card. The employee shall complete said cards/forms and return them to the Employer. The Employer shall then submit the completed Union membership card to the Union office, and shall retain the dues deduction card on the employee's file. The Union is responsible for ensuring that cards are returned to the Employer.
- 4.04 The Employer shall deduct such fees and dues as provided by the Union from the employee's next pay period in accordance with the Company payroll deadline and submit said monies to the appropriate Union before the twenty-fifth (25th) day of the month in which said monies were deducted. The Union shall indemnify the Employer for such remissions and deductions when in accordance with Union instructions.

The Union will specify the amount of the initiation fee in the said remissions and deductions.

- 4.05 Upon receiving two (2) month's notice from the Union, by mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Employer for all such deductions and remissions when in accordance with Union instructions.
- 4.06 The Employer shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 4.03 above.

- 4.07 Posting of two (2) Union insignia on the driver's side vent window on Employer-owned trucks and equipment shall be permitted, subject to the size not exceeding nine (9) square inches.
- 4.08 Management shall only operate equipment, provide assistance to workers or work with tools in the case of an emergency, an unplanned operational event, occasionally providing customer service or where a member of the bargaining unit refuses to cross a picket line. In addition, Management may use tools or operate equipment for instructional or evaluation purposes.

ARTICLE 5 - HOURS OF WORK AND SHIFTS

- 5.01 a) The standard work week for all Mixer Drivers, employees operating Pumps, Plant Supervisors, Batchmen, Loader Operators, and QC Technicians shall be defined as either:
- (i) eight (8) hours worked within eight (8) consecutive hours and shall be scheduled and worked in five (5) consecutive days of the week, Monday to Saturday, or
 - (ii) ten (10) hours worked within ten (10) consecutive hours and shall be scheduled and worked in four (4) days of the week, Monday to Saturday. Employees shall have a minimum of two (2) consecutive days off.
 - (iii) The above referenced shifts shall be subject to Article 15.12
- (b) The standard work week for Mechanics, Apprentices, Welders, Millwrights, Electricians, Trades Helpers, Q.C. Technicians, the Octa Bloc Coordinator, and labourers shall be defined as either,
- (i) eight (8) hours worked within eight and one half (8½) consecutive hours and shall be scheduled and worked in five (5) consecutive days of the week, Monday to Saturday or
 - (ii) ten (10) hours worked within ten and one half (10½) consecutive hours and shall be scheduled and worked in four (4) days of the week, Monday to Saturday. Employees shall have a minimum of two (2) consecutive days off.
 - (iii) The above referenced shifts shall be subject to Article 15.12

Should the Employer need to schedule a work shift other than the above it will consult with the Union regarding terms and conditions.

For the purpose of the calculation of weekly overtime an employee will be deemed to have worked their full shift if they work greater than 4 hours and are sent home early due to lack of work, inclement weather or plant breakdown.

- 5.02 When an employee reports for work at the request of the Employer, they shall be paid; when working an eight (8) or ten (10) hour shift:

A minimum of four (4) hours at the appropriate rate of pay for reporting to work except where an employee reports to work for the purpose of a safety meeting, ER Committee

meeting, Training session, Investigation and/or Disciplinary meeting. An employee reporting for work under any of the exceptions as listed herein shall receive a minimum of two (2) hours at the employee's rate of pay and paid hour for hour thereafter.

5.03 All employees shall be entitled to two (2) coffee breaks of ten (10) minutes duration for each full shift, as follows; one in the first half of the shift and one in the second half of the shift. Drivers, employees operating pumps and Plant Maintenance personnel shall be required to take their food with them as they may eat a meal at any plant location or at a work site. Due to the nature of the industry and the requirements of the customer, coffee breaks and where appropriate, a meal period, may be broken up in order to provide a quality product. Employees shall be entitled to an additional coffee break for every two (2) hours of overtime worked in a given day. Employees will receive a meal allowance in accordance with Article 6.04.

5.04 An employee who has not received credit for a full shift as referenced in Article 5.01 or who has only received the minimum as referenced in Article 5.02 may waive their consecutive days of work in the week in order to obtain forty (40) straight time hours. It is understood that the employer has the right to use the lowest overtime premium available.

This clause shall not apply to the Mechanics, Apprentices, Welders, Millwrights, Electricians, Trades Helpers, Labourers, Q.C. Technicians and the Octa-Bloc Coordinator. On scheduled days off, an employee working in any of these classifications shall be paid overtime in accordance with Article 6. The Employer shall have the right to schedule, on a weekly basis, the Q.C. and Labourer classifications, accordingly.

5.05 Mechanics, Mechanic Apprentices, Trades Helpers and Welders may be lunched by the Employer within the period of one (1) hour either side of the mid-shift.

Where a Mechanic, Mechanic Apprentice, Trades Helper and/or Welder is required by his supervisor to work through his lunch period or the employee has their lunch interrupted with any of their lunch period remaining, that employee shall be paid straight time for working through his lunch period and the employee shall be allowed to leave, prior to the end of the employees regular shift, the corresponding amount of time the employee worked through their lunch period to a maximum of up to thirty (30) minutes, early, without any loss to the employees regular pay.

5.06 Where an employee is required by the Employer to work in a higher paid classification, that employee shall be paid at the rate of the higher classification for the time performing the duties of the higher classification.

5.07 An employee who is or could be receiving a greater rate of pay, is requested by the Employer and accepts an offer to work in a lower paid classification, that employee shall receive the greater rate of pay. In the event there are insufficient volunteers to perform the work, the work shall be assigned to the employee with the least amount of seniority that has the qualifications, skill, and ability. Assigned employees who are or who could be receiving a greater rate of pay shall receive the greater rate of pay for all work performed.

5.08 Where an employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the employee arrives as directed and is then told to start at a later time instead, the employee shall be paid from the time he reported for work.

5.09 The day shall commence at 0000 (midnight) and end at 2359 hours.

- 5.10 A shift commencing on one (1) day and continuing into the next day shall be considered as work performed on the day on which the shift commences.
- 5.11 Employees shall receive their start time for the days' work by no later than 0830 hours the day of work. Employees not scheduled to work shall be required to be available and contactable by phone until 0830 the following day. Any employee who wishes to book off work must get prior approval from the Employer. No employee shall be required to work if contacted after 0830 hours.
- 5.12 SHIFTS

Day Shift: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 0500 hours and 1259 hours Monday to Saturday.

Afternoon Shift: The afternoon shift shall be described as the second (2nd) shift of the day and such shift shall be scheduled to start between the hours of 1300 hours and 2059 hours Monday to Saturday.

Graveyard Shift: The graveyard shift shall be described as the third (3rd) shift of the day and such shift shall be scheduled to start between the hours of 2100 hours and 0459 hours Monday to Saturday.

ARTICLE 6 - OVERTIME AND PREMIUM RATES

6.01 OVERTIME

- (a) All employees working the eight (8) hour shift shall be paid time and one-half times (1 ½ x) their hourly rate of pay for the first two (2) hours worked in excess of this shift and two times (2x) their hourly rate of pay for all hours worked thereafter.
 - (b) All employees working the ten (10) hour shift shall be paid two times (2x) their hourly rate of pay for all hours worked in excess of this shift.
 - (c) Trades called out after the completion of their shift shall be paid two (2x) their hourly rate of pay for all hours worked.
 - (d) Employees who are requested and agree to work on their authorized "Request Time Off (RTO)" day (such as a day off for a medical appointment) shall be paid a minimum of one and one half times (1 ½x) their hourly rate of pay for all hours worked on the day.
 - (e) All employees shall be paid two times (2x) their hourly rate of pay, excluding daily overtime, for all hours worked in excess of forty-eight (48) hours per week.
- 6.02 For any employee who has worked greater than forty straight time hours in a standard work week or has received recognition for full shift(s) as referenced in Article 5.01 or 9.03, shall be paid time one and a half times (1.5X) for the first eight hours, then two times (2X) for hours worked thereafter in addition to any other compensation the employee may be entitled to pursuant to Article 6.06.

Where an employee misses a day of work in his standard work week and is required to work their day off they shall be paid in accordance to Article 6.01.

- 6.03 For work performed on Sunday and all observed General holidays named in Article 9.01, an employee shall be paid two times (2x) the rate of pay of the classification of work performed.
- 6.04 Employees who work beyond the eleventh hour of their shift shall receive a meal allowance of sixteen dollars (\$16.00).
- 6.05 For work with a start time prior to 0500 hours, such hours worked shall be paid at double the regular rate of pay until the normal business start time is reached. If the employee continues to work beyond the normal business start time then they shall revert back to the scheduled straight time work rate for either eight (8) or ten (10) hours depending on their shift. If the employee then works greater than eight (8) or ten (10) hours depending on their shift they will be paid in accordance with Article 6.01.

6.06 **PREMIUMS**

Employees shall be paid the following premiums:

- (a) For hours worked on the afternoon as referenced in Article 5.12, an employee shall receive an additional seventy-five cents (\$0.75) per hour. For hours worked on the graveyard as referenced in Article 5.12, an employee shall receive an additional one dollar (\$1.00) per hour.
- (b) For all hours worked on Saturday an employee shall receive an additional one dollar (\$1.00) per hour.
- (c) Any employee appointed as a Driver, Pump Operator or Loader Trainer shall receive an additional two dollars and fifty cents (\$2.50) per hour for all hours worked when conducting training.
- (d) Employees who are elected to the Safety/Employee Relations Committee shall receive an additional fifty (\$0.50) cents for all hours worked. The parties agree the numbers elected shall be no more than eleven persons each year.
- (e) Any employee appointed as a Leadhand driver trainer shall receive an additional three dollars (\$3.00) per hour when conducting training or evaluations.
- (f) Any employee appointed as a Leadhand in the trades shall receive an additional one dollar and fifty cents (\$1.50) per hour worked.
- (g) Any certified or uncertified Mechanic who possesses an inspection certificate for the Province of B.C. shall receive an additional one dollar (\$1.00) per hour worked.
- (h) The above premiums shall be paid for all hours worked including overtime hours, and the premium rate shall be included in the calculation of the overtime rate. Premiums shall also be paid for non-worked General Holidays for the Safety/ER committee, Leadhands in trades and those receiving the inspection premium.

ARTICLE 7 - PART TIME EMPLOYEES

- 7.01 The Employer reserves the right to hire part time employees and such workers will be called out in accordance with Article 15. The terms and conditions of this collective

agreement shall apply except for the following Articles – seniority, health plans, pension plans, bereavement, jury duty, banked overtime, vacation and general holidays and the clauses associated with Postings, safety boots, custom ear plugs, and the tool allowance. Part-time employees shall accrue vacation pay at four percent (4%).

ARTICLE 8 - CLASSIFICATION HOURLY WAGE RATES

8.01 APPRENTICE

- 1 st 6 months	60% of mechanic rate
- 2 nd 6 months	65% of mechanic rate
- 3 rd 6 months	70% of mechanic rate
- 4 th 6 months	75% of mechanic rate
- 5 th 6 months	80% of mechanic rate
- 6 th 6 months	85% of mechanic rate
- 7 th 6 months	90% of mechanic rate
- 8 th 6 months	95% of mechanic rate

Every apprentice shall receive the above referenced percentage rate of pay upon written confirmation from the governing agency or school of the successful completion of the applicable trades qualification course.

- 8.02 In the event the Employer creates a new classification coming under the certification during the term of this Agreement, wage rates shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration, as described in Article 16 of this Collective Agreement.
- 8.03 When an apprentice is required to attend trade school, and a government assistance program(s) is available, the apprentice shall apply for the program(s). If the apprentice qualifies, the Employer shall pay the difference between the available assistance and the apprentice's loss of regular wages. Where the apprentice does not qualify, the Employer shall pay the apprentice's loss of regular wages. An apprentice's wages shall be paid once for each school level, in accordance with Article 8.04. Course costs (Tuition and Books) will be reimbursed upon successful completion of the applicable level. Proof of completion of each level must be provided before reimbursement. Upon the granting of a trades certificate from an apprenticeship program the tuition and book costs shall be fully forgivable after two (2) further years of employment with the Company subject to the repayment agreement as presented in negotiations. Loss of recall rights will forgive any repayment commitment.
- 8.04 The Employer shall pay each employee every two (2) weeks on a Friday by electronic deposit, all wages due, up to and including the previous Saturday. Separate detailed statements showing all hours worked, rate of pay and an itemized list of deductions, shall be available in an electronic format to each employee each and every payday. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- 8.05 Where the employee terminates his employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee on the next scheduled pay day for their final pay period.

8.06 Where the employee is terminated by the Employer, the Employer shall pay to the employee all wages and earned holiday pay, within three (3) business days of the termination.

ARTICLE 9 - GENERAL HOLIDAYS

9.01 The following General Holidays shall be recognized by the Employer:

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

And all other Holidays which may hereafter be required to be observed under the Statutes of Canada and or the Province of B.C. and such a new proclaimed holiday shall then eliminate one of the existing non-proclaimed holidays.

*Each employee will receive and be entitled to take by mutual agreement, a Floating Holiday at the commencement of each calendar year. A floating holiday is defined as being a paid day off which is intended to be taken within that calendar year. An employee must provide a minimum of seven (7) calendar day's written notice of their request to utilize the Floating Holiday and the Employer will respond, in writing, within three (3) days of receiving any such request. Any unused Floating Holiday remaining at calendar year end will be paid out on the first pay period of the following year and the time for said holiday shall be forfeited.

9.02 Employees who are on the payroll for a minimum of 30 calendar days shall receive their regular day's wages for each General Holiday provided:

- (a) The full-time employee works their last available scheduled shift prior to and their first available scheduled shift after the General Holiday or,
- (b) The Part-Time employee must have worked at least one day in the preceding 30 calendar days to the General Holiday or ,
- (c) An employee works any part of a General Holiday.
- (d) Employees will not qualify for General Holiday pay if the employee is on WorkSafe BC time loss benefits, ICBC or disability coverage at the time of the General Holiday(s).
- (e) In accordance with Article 10, employees on annual vacation shall receive their regular day's wages for each General Holiday.

9.03 For those employees who do not work a General Holiday, it is understood that a General Holiday shall be deemed to be a day worked during the standard work week as defined in Article 5.01. The standard work week shall be reduced by an employee's regular daily shift, either eight (8), ten (10) hours for each General Holiday in the week. Article 6.01 shall apply for all hours worked in excess of the standard work week.

ARTICLE 10 - ANNUAL VACATIONS

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

- 10.01 Anniversary date – The employee's anniversary date of hire.
- 10.02 Vacation year – Shall be defined as the period of January 1st to December 31st.
- 10.03 Each Vacation year an employee shall be entitled to receive annual vacation based on the following entitlement.
- (a) Those employees, other than Part-time who have not completed one (1) year's continuous service on January 1, shall have their vacation time calculated on a prorated basis using two (2) weeks' vacation. Such prorated vacation time may be used after January 1 in that calendar year. Vacation pay shall accrue at the rate of four percent (4%) of gross earnings.
 - (b) Employees after completing their first (1), second (2) and third (3) year of continuous service on their anniversary date shall receive and take a vacation of two (2) weeks in that calendar year. Vacation pay shall accrue at the rate of four percent (4%) of gross earnings in each year.
 - (c) Employees during their fourth (4), fifth (5), sixth (6), seventh (7) and eighth (8) year of continuous service on their anniversary date shall receive and take a vacation of three (3) weeks in that calendar year. Vacation pay shall accrue at the rate of six percent (6%) of gross earnings in each year.
 - (d) Employees during their ninth (9), tenth (10), eleventh (11), twelfth (12), thirteenth (13), fourteenth (14) and fifteenth (15) year of continuous service on their anniversary date shall receive and take a vacation of four (4) weeks in that calendar year. Vacation pay shall accrue at the rate of eight percent (8%) of gross earnings in each year.
 - (e) Employees during their sixteenth (16), seventeenth (17), eighteenth (18), nineteenth (19), twentieth (20), twenty-first (21), twenty-second (22), twenty-third (23), twenty-fourth (24) and twenty-fifth (25) year of continuous service on their anniversary date shall receive and take a vacation of five (5) weeks in that calendar year. Vacation pay shall accrue at the rate of ten percent (10%) of gross earnings in each year.
 - (f) Employees during their twenty-sixth (26) year or greater of continuous service on their anniversary date shall receive and take a vacation of five (5) weeks in that calendar year. Vacation pay shall accrue at the rate of twelve percent (12%) of gross earnings in each year.

Vacation pay shall be calculated on gross earnings but not including meal and safety allowances and tools and educational expenses. Incremental increases in the vacation pay rate shall commence on the employee's anniversary date.

All employees may request their accrued vacation pay at any time subject to payroll submission deadlines.

Continuous service in this clause shall mean employment without a termination by the employee or Employer.

An employee may request to use vacation time in place of time missed due to shortage of work, recognized Disability claim, inclement weather or a plant closure.

- 10.04 The Employer will set by January 2nd , the maximum numbers of employees off on an annual vacation at any one time for;
- (a) Drivers – on a plant/work group basis
 - (b) For all other employees – on a work group basis
- 10.05 The period for employees to make their vacation request will be January 2nd to the end of February. Only written vacation requests will be accepted. The Employer shall approve the individual vacation requests by seniority, work groups, and relief coverage. By March 17th the Employer will review the vacation requests and identify the conflicts, and then such conflicts will be resolved by the Employer. All vacation requests received on or after March 1 will be granted on a first come first served basis for:
- (a) Drivers – on a plant/work group basis
 - (b) For all other employees – on a work group/relief coverage basis.
- 10.06 During the period commencing from June 1st through to August 31st, any vacation taken during this period will ordinarily be to a maximum of two (2) weeks per employee. Employees entitled to three (3), four (4) or five (5) weeks' vacation as per the above, shall take no more than two consecutive weeks during June, July and August unless the plant/work group's allocation is not used. The minimum vacation block shall be 1 week consisting of a Sunday to Saturday schedule.
- 10.07 When a general holiday falls in the employees approved vacation week, then by mutual agreement by the Company and employee, the last day normally worked the preceding week or the first day normally worked the following week shall be observed as a vacation day. Where the employee elects to forgo this vacation day and work, they shall be paid at their straight time rate for that day. This day's pay shall not be used to attract overtime or other premiums.
- 10.08 Any employee wishing to change their vacation request after March 17th may do so subject to availability and mutual agreement between the Employer and employees.
- 10.09 When vacation time is approved and taken, the vacation pay associated with the time taken will automatically be paid on a regular pay advice to the employee in the pay period in which the time was taken, and not as a separate payment. Any outstanding accrued vacation pay from the previous year remaining, as of March 1st of the following year, will be paid out automatically on the following pay period on their regular pay advice. Employees must use their outstanding vacation from the previous year by March 1st of the following year.

In the first week of December of each year the Employer will review all outstanding non-scheduled vacation and require the employee to submit their request for vacation time off by December 31st of the year, or the Employer may schedule the time off to be taken before March 1st of the subsequent year at its discretion.

10.10 The term “gross earnings” as used for the calculation of vacation pay, as described within this Collective Agreement, shall include all earnings in the entitlement years described above, except safety equipment allowances and meal allowances but include annual vacation pay which the employee received during the entitlement year.

ARTICLE 11 - SENIORITY

11.01 (a) All maintenance employees shall serve a probationary period of seven hundred and fifty (750) working hours. All other employees shall serve a probationary period of five hundred (500) working hours. A probationary employee who is found by the Company to be unsuitable may be dismissed with written reasons provided during this period.

(b) A probationary employee shall not exercise seniority rights during the “probationary period”. Upon successful completion of the probationary period, the employee’s seniority shall date from the first day of paid work.

11.02 There shall be two (2) “Area” seniority lists identified as the “Valley” and “Metro”. The boundary between these two “Areas” is established as being 160th street in Surrey and shall run from the Fraser River north to the Harris road, south to 40th Avenue and then West to Boundary Bay. The Valley “Area” dispatch area shall be east of the 160th street boundary and south of the 40th Avenue boundary. The “Metro” dispatch area shall be west of the 160th street boundary and north of the 40th Avenue boundary.

The Valley “Area” Plants are currently identified as Abbotsford, Chilliwack, Langley and Maple Ridge

The Metro “Area” Plants are currently identified as being Surrey, Coquitlam, Granville Island, Mitchell Island and North Vancouver.

Any additional plants opened during the term of this Collective Agreement shall fall into the Valley or Metro Area according to the boundaries established above. Any changes to plant locations shall be by mutual agreement.

The Employer will continue to service customers from the plant or plants that make operational and economic sense to the business subject to Article 15.04 and 15.05.

Seniority lists shall be posted by the Employer on the bulletin board, semi-annually. The chief shop stewards and the Union Office shall also be supplied semi-annually with a seniority list

11.03 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority, subject to qualifications, skill and ability.

11.04 When vacancies occur, the Employer shall rehire laid off employees, subject to qualifications, skill and ability according to their seniority with the Employer.

11.05 An employee who has been laid-off and fails to return to work within forty-eight (48) hours after receiving written notice to return at the address provided to the Employer shall lose his seniority and shall be terminated. It shall be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted.

- 11.06 An employee whose lay-off exceeds nine (9) months shall lose his seniority and be terminated. An employee, who has been terminated in this manner, shall have all monies owing paid to him and he shall be supplied with a Record of Employment (if not done previously).
- 11.07 Seniority shall continue when an employee is off work due to any non-occupational medically documented injury for up to four (4) years from the onset of the claims acceptance. If the employee returns to work prior to the four (4) year time limit then they shall retain their last posted position accepted by him. Employees whose absence exceeds four (4) years shall lose his seniority and shall be terminated.
- 11.08 When an employee incurs a compensable injury and/or illness as covered by WorkSafe BC the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.
- 11.09 The employee must inform the Employer of their clearance to return to work from either an occupational or non-occupational sickness or accident as soon as possible but no later than 0800 hours the next business day subject to Article 15.07.
- 11.10 Employees returning to work after an absence and/or illness of six (6) calendar days or longer, or after repeated absences for illness shall, upon request by the Employer, provide to the Employer, a medical certificate completed by a licensed medical practitioner or a Doctor establishing that the employee is fit for work. All costs associated with the Employers request for a medical certificate will be reimbursed where receipts are provided, subject to Article 11.13.

11.11 BEREAVEMENT LEAVE

When a death occurs to a member of an employee's immediate family, the employee shall be granted, upon request, up to three (3) paid day's leave of absence. An employee shall be compensated at their regular days straight time pay for actual day(s) lost from their standard work week. Members of the employee's immediate family are defined as the employee's spouse including a same sex spouse, mother, father, step parents, son, daughter, step children, brother and sister, grandparents, grand children and parents-in-law. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer. Where an employee requires additional time off (unpaid) the employee make the request and the Employer may grant this request.

In addition, if the employee is notified of the death while he is working, he shall be excused from and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

11.12 JURY DUTY

Any employee required to serve on a jury or is subpoenaed as a crown witness must inform the Company as soon as practical once they are made aware. All monies received by way of payment for these duties are payable to the Company. Upon presentation of documentation, the Company will pay up to their standard work shift at their normal straight time wage rate for each full day spent on such duty and this shall not exceed forty hours in any week. The maximum payment for these duties by the Company will not exceed eighty hours in any twelve month period. The Company will not pay for any other duty expenses such as meals, parking, transportation or day care. The

employee will make himself or herself available for work on any duty day they are not required for full attendance.

11.13 Where an employee is required to have a medical certificate and/or form completed by a medical practitioner/physician, the Employer shall be responsible for the following costs associated with the completion of the documentation:

(a) 100% of the costs of any Employer required G.R.T.W. form, up to a maximum of seventy –five dollars (\$75.00) including tax per occurrence.

(b) Where an employee is required to have a medical certificate and/or form completed by a physician for a government required commercial drivers exam, the Employer shall pay up to one hundred dollars (\$100.00) including tax.

In order to qualify for reimbursement, an employee shall provide receipts.

ARTICLE 12 - BANKING OF OVERTIME

12.01 Employees may bank overtime hours and can withdraw their banked earnings anytime in writing or use the time-off equivalent in the period November to the end of March subject to business demands. However, requests during other periods may be considered by the Employer. Withdrawal of funds by an employee shall be done electronically by utilizing the "Kronos" system. The employee is responsible for designating overtime as bank time by the end of their work shift. The employee can bank a maximum of three hundred and fifty (350) hours (straight time equivalent) and any time used must be in a minimum eight hour equivalent. All normal payroll deductions apply whether withdrawn as money or in time. Payroll will administer bank time on a money basis.

12.02 To use banked overtime as time off the employee must get written approval in advance from the Employer and this is subject to customer service demands. Employees need to keep track of the banked overtime total, and scheduled vacation shall take precedence over any banked overtime request.

ARTICLE 13 - GENERAL

13.01 The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances without first obtaining the permission of Management. Stewards attending such duties, with permission of Management, shall not suffer any loss of pay.

13.02 The Union has the right to appoint a Negotiating Committee. A maximum of three (3) employees may be appointed to the committee.

13.03 The Employer shall allow time off work, without pay, to any person who is serving as a Union Representatives to any Conference, Committee or for Union training, provided all requests for time off are reasonable and do not interfere with the operations of the Employer. There shall be no more than two (2) employees, for such Conference, Committee or training, off at any one (1) time.

13.04 The Employer will provide lockable clear glass enclosed Union/Company notice boards at all locations. The boards will be in a visible area accessible by employees.

- 13.05 Representatives of the Union, after notifying the Employer, shall have access to the Employer's premises, during working hours, to carry out the business of the Union in respect to the operation of this Agreement so long as it does not interfere with the Employers operation.
- 13.06 The Employer shall supply, maintain and launder coveralls and issue gloves to all employees as per current practices.
- 13.07 An employee who has successfully completed their probationary period and then purchases custom earplugs shall be reimbursed fifty percent (50%) of the cost upon presentation of a receipt. Five (5) years must pass from the previous purchase of custom earplugs before the Employer will again reimburse fifty percent (50%) of the cost of additional custom earplugs upon presentation of a receipt.
- 13.08 All employees required to wear CSA approved safety related equipment, shall receive one hundred and seventy-five dollars (\$175.00) per calendar year in the form of a redeemable voucher. All Concrete Pump Operators, Labourers, Loader Operators, the Octa Bloc coordinator and Millwrights shall receive an additional one hundred and fifty (\$150.00) dollar voucher per calendar year.

13.09 TOOL INSURANCE

The Employer will assume complete responsibility for the replacement of tool boxes and their contents on Employer premises belonging to the Employees in the event such tool boxes and their contents become damaged or lost by fire and/or water or if all or part of a tool box, and/or its contents, is lost by theft and/or where there is evidence of breakage and entry.

Each Mechanic must submit for approval to the Employer, a list of their tools used on site for employment purposes and the estimated replacement cost of each tool prior to any loss, theft, and fire or water damage. Claims will be denied for tools not included on the list.

13.10 TOOL ALLOWANCE

- (a) All mechanics, welders, and apprentices shall receive a tool allowance (from the Employer) of four hundred dollars (\$400.00) per calendar year.
- (b) Purchases above the allowable annual limit can be carried forward and used in the next year.
- (c) The above employees shall be employed for six (6) months before being entitled to such allowance. To be eligible the employee shall tender a supplier or store invoice proving purchase of a required tool, to the Employer and the Employer shall reimburse the employee upon receipt of the invoice.

ARTICLE 14 - INTERVIEWS, ACCIDENTS & DISCIPLINE

- 14.01 Whenever an employee is required to attend a meeting that does give rise to discipline, a Shop Steward of the employee's choice must be in attendance. In the event the Shop Steward of the employees choosing cannot be located, the meeting will not take place until an alternative Shop Steward can be located.

- 14.02 An employee and the Shop Steward shall be given either a verbal or written summary of the facts at the time of issuance of any formal discipline. The Union Business Representative shall be provided the same information as referenced herein, upon request.
- 14.03 All disciplinary action may be subject to the grievance and arbitration procedure.
- 14.04 In any instance where an employee incurs a levy, fine and/or an assessment and is required to pay the levy, fine or assessment, at the employees request, shall be allowed prior to the remittance of the applicable amounts, the opportunity to have a meeting with the Employer to determine liability.
- 14.05 A discipline document in an employee's file will be considered active for reference purposes for up to two (2) calendar years. The exception is a suspension which will remain active for four (4) years.
- 14.06 The Employer shall have the right to terminate an employee for just cause. The Employer shall submit reasons for termination of an employee in writing to the employee and to the Union. Where an employee is terminated the grievance procedure may commence at 16.01(c).

ARTICLE 15 - JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS

- 15.01 Posted Mixer Driver positions shall be subject to an annual posting procedure as determined by the employer. The employer shall send out a memo to each plant location by the middle of December in each and every year. The memo will identify the number of postings available in each Area (Valley and Metro), the Plant, and the hours of the shift and days of the week schedule (as per Article 5.01). The employer will contact employees, in order of seniority, from the Mixer Driver group to fill these Posted Mixer Driver positions. When contacted by the Employer, employees shall be allowed up to half a day to decide on their acceptance of a Posted position and indicate their plant preference. The remaining Mixer Drivers shall be assigned to the Mixer Driver Floater group in order of seniority. These positions shall take effect the first Monday of every February.
- 15.02 Posted Pump Operator positions shall be subject to an annual transfer procedure as determined by the Employer. The Employer shall send out a memo to each plant location by the middle of December in each and every year. The memo will cover the specific details of the number of Posted Pump Operator positions at each plant location. The specific posting shall include the Plant and the hours of work schedule as referenced in Article 5.01(a). The Employer will contact all Pump Operators and qualified relief pump operators in order of seniority to fill these Posted Pump Operator positions. When contacted by the Employer, Pump Operators and then qualified relief pump operators shall be allowed up to half a day to decide on their acceptance of the Posted position. Any current pump operator who wishes the Employer to consider them for a mixer driver position must inform his immediate supervisor of this request prior to the start of the annual transfer procedure. These positions shall take affect the 1st Monday of every February. The remaining unassigned pump operators shall then be placed according to their seniority to the mixer driver group. Any employee, who is awarded a pump operators position at any time other than the annual transfer period referenced herein, shall be viewed as the least senior pump operator for the purpose of daily call out subject to Article 15.04.

A qualified relief pump operator shall be identified as being an employee who has worked eight hundred and seventy-five (875) hours as an operator of a pump in the calendar year immediately preceding the annual transfer period being applied for.

15.03 Employees who are absent due to LTD during the Annual Transfer Period shall have the opportunity, upon their return to work, to “bump” by seniority into their previously held classification where he/she is qualified to accomplish the work.

15.04 MIXER DRIVER SCHEDULING

All straight time shifts shall be scheduled on an Area basis (Valley or Metro), in order of seniority from these groups, by following this order; from Posted Mixer Drivers according to their regular posted shift in the affected area, then from Mixer Driver Floaters called in to occupy available equipment in the affected Area vacated by Posted Mixer Drivers who are absent, then from available Posted Mixer Drivers according to their regular posted shift from the other Area, then from Mixer Driver Floaters called in to occupy equipment vacated by Posted Mixer Drivers in the other Area who are absent.

If after following the above referenced procedure, the Employer requires additional Mixer Drivers to cover available shifts, the work shall then be offered in order of seniority, to Posted Mixer Drivers from any shift who are available at straight time.

It is understood and agreed that where an employee is offered and agrees to work on his/her scheduled day off and works five (5) consecutive days, the employee will not be required to complete his regular posted standard work week.

Where the employee is offered and agrees to work their day off and completes their regular posted standard work week, the employee's day off will be viewed as being the actual day of overtime worked.

Where the Employer has exhausted the above procedure, the overtime shift shall then be offered to Posted Mixer Drivers from any shift who are available at overtime rates, then offered to trained Mixer Drivers from other classifications and then Part-Time Mixer Drivers.

Where all shifts offered have been declined, the Employer shall have the right to use outside sources to accomplish any work remaining.

Where the Employer has exhausted the above procedure the Employer shall have the right to schedule qualified employees to cover the available overtime shift in reverse order of seniority.

Start times will be specific to individual Plants.

15.05 PUMP OPERATOR SCHEDULING

Upon review of customer orders/demands and taking into consideration the size of the pump required, the location of the worksite and the qualifications, skills and ability of the Pump Operator, all straight time shifts shall be scheduled, in order of seniority and qualifications, in the following manner;

Posted Pump Operators, then to posted pump operators where work/equipment is not available at their posted site, then to Pump Operators as referenced in Article 5.04 then to qualified available relief operators of pumps and Part-Time Operators of Pumps.

The Employer shall have the right to schedule overtime and end of shift overtime to the Pump Operator where the greatest efficiency and lowest overtime premium is achieved, with consideration given to seniority and preferences.

15.06 PLANT AND OTHER OPERATION PERSONNEL

Straight time shifts will be scheduled so as to utilize all qualified employees in the "Plant Operation" work group before utilizing employees from other work groups.

Straight time shifts will be scheduled, by seniority and qualifications, in this order: posted employees who regularly work in the classification at that plant where the work is required, then posted relief employees in the classification at the plant where the work is required, then to posted employees in the classification from any plant, then to posted relief employees in the classification from any plant, then to posted relief employees from other work groups and then to other qualified employees in other classifications who are available.

Overtime shifts shall be offered to all employees in the "Plant Operation" work group in accordance in the same order as referenced above.

End of shift overtime will be scheduled first, to the senior qualified employee on site subject to preferences, and then to other qualified employees.

15.07 In the event that an employee is bumped, there is a reduction of postings and or any cancellation of an appointment, it is understood that the affected employee(s) shall have the right to "bump", by seniority, where he/she is qualified to accomplish the work.

15.08 The employer retains the exclusive right to post vacancies other than those referenced in articles 15.01 and 15.02. These vacancies shall be posted at all locations for five (5) business days. The Employer shall determine the successful candidate on the basis of who is the best candidate for that vacancy. Any candidate who is not awarded the posting shall be informed as to the reasons why the candidate was not successful. Employees on vacation for the entire posting shall have three (3) days to apply upon their return to work.

An employee who is the successful candidate shall be given an assessment period of up to thirty (30) days worked. If, after the assessment, the employee is found unacceptable for the position, or the employee wishes to return to his last position held, then the employee shall be given the opportunity.

15.09 SHIFTS

For scheduling purposes, afternoon, graveyard and special work shifts that continue for more than three (3) consecutive business days shall be posted in the appropriate Area. Qualified employees from the Area shall be given, in order of seniority, the first opportunity to fill this shift work followed by floaters for driving work only, then other qualified employees. In the event there are insufficient qualified volunteers then the

Employer shall have the right to schedule employees to cover the shift in reverse seniority order within the classification.

- 15.10 It is understood that in the event there are insufficient volunteers for an overtime shift, the Employer has the right to schedule employees to cover the shift in reverse classification seniority order. Where an employee is requested to be available for an overtime shift by the Employer and the Employer does not cancel the work by 0730 the employee shall be paid for four (4) hours overtime at the employee's rate of pay.
- 15.11 When filling a vacancy for a Plant Supervisor, Lead hand or Trainer, the Employer may decide to appoint the candidate.
- 15.12 The employer shall continue the practice of accommodating reasonable employee preferences for scheduling where possible and practical.

ARTICLE 16 - GRIEVANCE PROCEDURE AND ARBITRATION

- 16.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:
- (a) The immediate supervisor and the employee should first meet to resolve any differences.
 - (b) Should (a) not occur or be successful then a verbal discussion between management's supervisor, shop steward, and employee shall take place to resolve any differences prior to any written grievance procedure.
 - (c) An employee shall file his grievance in writing within seven (7) calendar time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.
 - (d) If not resolved, the employee's Manager, the employee and Shop Steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) calendar days of its being filed, the grievance will automatically be referred to the Labour Relations Manager.
 - (e) The Labour Relations Manager or his designate in the event he is absent, and a representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within fourteen (14) calendar days of its being referred to the Labour Relations Manager, it shall be deemed that the grievance procedure has been exhausted.
 - (f) Either party must refer the matter to arbitration within thirty (30) calendar days, failing which the grievance will have been deemed to be abandoned.
- 16.02 Where the parties proceed to arbitration a single arbitrator will be selected to resolve the dispute. If the Union and the Employer are unable to agree on a single arbitrator, the Chair of the Labour Relations Board will be asked to appoint one. The arbitrator so agreed or appointed will meet jointly with both parties as quickly as practical to hear the dispute, and each party may present evidence and make both written and oral presentations. The decision of the arbitrator will be final and binding on both parties.

16.03 The Arbitrator shall not have power to change, modify, extend or amend this Agreement or to award costs or damages against either party.

The Arbitrator shall have the power to order, if he deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement, which he may have lost. The decision of the Arbitrator shall constitute the award. The decision of the Arbitrator shall be binding on both parties.

16.04 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

16.05 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Employer, that the Arbitrator shall be requested to hand down a decision within ten (10) calendar days, or as soon thereafter as may conveniently be arranged.

16.06 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this article.

ARTICLE 17 - EMPLOYEE RELATIONS COMMITTEE

17.01 In order to further the aims of the enterprise, the parties agree to schedule meetings monthly or as required during the life of this Agreement. The meeting shall serve as a forum for discussion about subjects not covered by the Collective Agreement.

17.02 The Employer and the Union shall have representatives on the Committee. The maximum number of the Union employees elected yearly to the committee shall be no more than eleven (11) people. The Minutes shall record the business of each meeting, and a copy shall be sent to the Union's office.

17.03 A committee member attending the Committee meeting during regular working hours shall be entitled to his regular hourly rate of pay. If a committee member is required to attend a Committee meeting which is outside of his regular working hours, he shall be paid at the appropriate overtime rate.

ARTICLE 18 - BENEFITS AND PENSION PLANS

18.01 The Employer agrees to provide the Standard Employer Benefit Plan. The Employer agrees to pay the cost of the Standard Employer Benefit Plan, except for voluntary coverage or upgrades elected by the employee.

(a) New employees shall receive coverage effective the first of the month following thirty (30) days of service. Part time employees shall not be covered in any manner for health benefits. Employees must complete the application process within thirty (30) calendar days from their eligibility date or their coverage will default to the Company – paid benefits for the employee only until the next open enrolment period, as per the Plan document.

(b) Any active employee who has completed their probationary period shall be given a two hundred (200) hour bank and renewable at the beginning of each calendar year to be used to supplement a monthly hours shortage. A minimum of one hundred (100) hours/month are needed in order to secure health benefits. The

two hundred (200) hour bank has no exchange value to the employee and is only used by the Employer to administer the health benefits plan by topping-up a shortage when hours in any given month are less than one hundred (100) hours or to cover a layoff period. Any unused amount in this hour bank cannot be rolled into the following year.

- (c) If an employee does not have enough hours (time worked, vacation or other paid hours but not including the withdrawal of BOT) plus hours in this bank to reach one hundred (100) hours in any given month, the Employer shall deduct the pro-rated Employer cost from the employees following month's earnings. If there are no earnings the following month, the employee will be required to pay out of pocket the required pro-rated Employer cost for the negative hours for health plan coverage.

An employee who fails to pay this amount will not be covered for the following month and must then achieve one hundred (100) hours in that month to reinstate coverage for the following month. Any deficit owed will be deducted from future earnings. Once coverage has been cancelled the employee must reapply for coverage. Any deficit at the end of the year must be paid for by the employee and will not be rolled into the following year.

- (d) The Employer shall continue to provide prescription safety glasses to a maximum value of two hundred and fifty dollars (\$250.00) every twenty – four (24) calendar months to all employees who require such.

18.02 Effective within sixty (60) calendar days of the date of ratification, the Employer will freeze the current Pension Plan, then the Employer shall make contributions at the rate of four dollars and seventy cents (\$4.70) per hour for hours worked including vacation pay and General Holidays which are payable hereafter to each employee within the bargaining unit, within this Agreement, to the respective Union Pension Plan of the organization that represents the employee.

Effective January 1st, 2017, the Employer contribution will increase to four dollars and eighty cents (\$4.80) per hour. All remittances shall be forwarded to the Teamsters Pension Plan or the Operating Engineers Pension Plan. It is understood that in calculating pension contributions for overtime hours, the Employer shall contribute for actual hours worked only.

18.03 The Employer is required to report on forms provided by either the Teamsters Pension Plan office or the Operating Engineers' Pension Plan office.

Contributions must be forwarded by the Employer to either the Teamsters Pension Plan office or the Operating Engineers' Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

18.04 The Pension Plan Auditor of either Union Pension Plan may inspect, during regular business hours, the Employer's record of time worked by the employees and contributions made to the Plan.

ARTICLE 19 - LIFE OF AGREEMENT AND RENEWAL

19.01 This Agreement shall become effective as of the first (1st) day of January, 2015 and shall remain in full force and effect until the thirty-first (31st) day of December, 2018 and

each succeeding first (1st) day of January thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new Collective Agreement to supersede this Collective Agreement within the four (4) month period prior to the thirty-first (31st) day of December, 2018 or the thirty-first (31st) day of December in any year thereafter.

19.02 The parties agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.


19.03 In the event that one (1) Party serves notice on the other Party to commence negotiations for a new Collective Agreement, the provisions of this Agreement shall remain in full force and effect until a new Agreement has been executed.

19.04 STRIKES AND LOCKOUTS

- (a) The Union shall not sanction or aid in any strike, stoppage or cessation of work or picketing, for the duration of this Collective Agreement, and there shall be no deliberate interference with the operations of the Employer.
- (b) On expiration of this Collective Agreement there shall be no strike action or lock-out as long as meaningful negotiations are continuing.
- (c) There shall be no lock-out or collective action by the Employer during the term of this Collective Agreement.

Signed this 14 day of September, 2015

REMPEL BROS CONCRETE LTD





R. Alton



INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115







TEAMSTERS LOCAL UNION No. 213





APPENDIX "A": WAGE SCHEDULES

TRADES	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
Millwright Foreman	\$38.72	\$39.69	\$40.38	\$41.19
Electrician Certified	\$37.98	\$38.93	\$39.61	\$40.40
Millwright TQ	\$37.98	\$38.93	\$39.61	\$40.40
Mechanic TQ	\$37.12	\$38.05	\$38.72	\$39.49
Millwright Uncertified	\$36.81	\$37.73	\$38.39	\$39.16
Welder TQ	\$36.53	\$37.44	\$38.10	\$38.86
Mechanic Uncertified	\$35.95	\$36.85	\$37.49	\$38.24
Welder Uncertified	\$35.37	\$36.25	\$36.88	\$37.62
Trades Helper	\$29.48	\$30.22	\$30.75	\$31.37

PRODUCT QUALITY	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
QC Technician Certified	\$33.70	\$34.54	\$35.14	\$35.84
Octa Bloc Coordinator	\$32.66	\$33.48	\$34.07	\$34.75
QC Technician	\$31.38	\$32.16	\$32.72	\$33.37
QC Technician Trainee	\$29.07	\$29.80	\$30.32	\$30.93

PUMP OPERATORS	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
Pump Operator Full rate	\$36.36	\$37.27	\$37.92	\$38.68
Pump Operator Trainee	\$32.66	\$33.48	\$34.07	\$34.75

MIXER DRIVER	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
Mixer Driver Full Rate	\$32.66	\$33.48	\$34.07	\$34.75
Mixer Driver 750 – 1000 hrs.	\$30.63	\$31.40	\$31.95	\$32.59
Mixer Driver 500 – 750 hrs.	\$29.48	\$30.22	\$30.75	\$31.37
Mixer Driver 0 – 500 hrs.	\$28.32	\$29.03	\$29.54	\$30.13
Mixer Driver Part - Time	\$29.48	\$30.22	\$30.75	\$31.37
Mixer Driver Trainee	\$18.50	\$18.96	\$19.29	\$19.68

PLANT OPERATIONS	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
Plant Supervisor	\$35.26	\$36.14	\$36.77	\$37.51
Batchman	\$33.70	\$34.54	\$35.14	\$35.84
Batchman Trainee 0 – 240 hrs.	\$32.66	\$33.48	\$34.07	\$34.75
Loader Operator	\$32.08	\$32.88	\$33.46	\$34.13
Loader Operator Trainee	\$30.35	\$31.11	\$31.65	\$32.28
Labourer	\$28.60	\$29.32	\$29.83	\$30.43

APPENDIX "B": ALCOHOL AND DRUGS

The Employer and the Union recognize that the use of alcohol and drugs can have serious adverse effects on an employee's safety and ability to perform their job and can also negatively affect other employees, customers and members of the public.

The Employer and the Union are committed to ensuring that the safety of employees, others and physical property are not put at risk because of alcohol and drug use.

For clarification to this Appendix:

A specimen tested at a point of collection site as a non-negative will be sent for confirmation testing at a laboratory. Should the specimen confirmation laboratory analysis result in a negative result the worker shall be made whole for lost wages, health and pension contributions for all hours not worked when the worker was taken out of service. A worker will not be made whole if the confirmatory laboratory specimen result is positive.

A laboratory specimen result is confirmed positive if the specimen tests above the program threshold for alcohol and the classes of illicit drugs.

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