

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LEHIGH CEMENT  
A DIVISION OF LEHIGH HANSON MATERIALS  
LIMITED**

**AND**

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

**Duration: June 1, 2017 to November 30, 2020**

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## **COLLECTIVE AGREEMENT**

**Between**

**LEHIGH CEMENT**

**A DIVISION OF LEHIGH HANSON MATERIALS LIMITED**

(hereinafter referred to as the “Employer”)

**And**

**CONSTRUCTION AND ALLIED WORKERS UNION,**

**CLAC LOCAL 68**

(hereinafter referred to as the “Union”)

(and referred to alternately as “Parties” and individually as “Party”.)

THIS AGREEMENT made and entered into as of June 1, 2017.

## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the Parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
  - b) provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
  - c) establish a just and prompt procedure for the resolution of grievances;
  - d) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The word employee(s) (the “employee[s]”) as used in this Agreement, means all employees in the employ of the Employer at the Fort St. John Cement Terminal as listed in the classification chart of Schedule “A”.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees as defined in Article 2.01.
- 2.03 Unless agreed to by the Parties through written agreement, or required by law, there shall be no revisions to the Agreement or the bargaining unit as defined herein.

- 2.04 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in cases of emergency, training, instructional, evaluation purposes or short-term (one [1] hour or less) equipment usage for the efficiency of the operations.
- 2.05 The Employer reserves the right to contract out work for the greater efficiency of the running of the plant and its operations provided that no regular employee is laid off, or recall rights are affected, as a direct result of the contracted out work.
- 2.06 Words imparting the masculine gender shall include the feminine and vice versa.

### **ARTICLE 3 - SCOPE**

- 3.01 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.
- 3.02 The Parties agree that
- Part 3, Wages, Special Clothing, and Records;
  - Part 4, Hours of Work and Overtime;
  - Part 5, Statutory Holidays;
  - Part 7, Annual Vacation; and
  - Part 8, Termination of Employment

of the *Employment Standards Act* form part of this Agreement, except those provisions specifically modified by this Agreement.

- 3.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.

#### **ARTICLE 4 - MANAGEMENT'S RIGHTS**

- 4.01 The Employer's rights, subject to this Agreement, include but are not limited to the following:
- a) the right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices to be adhered to by its employees; to discipline and discharge employees for just cause;
  - b) the right to select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
  - c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer; the direction of the working forces; the scheduling of work; the number of shifts; the methods, processes, and means by which work is to be performed; job content, quality, and quantity standards; the right to use improved methods, machinery, and equipment; the right to determine the number of employees needed by the Employer

at any time; and generally, the right to manage the business of the Employer, and to plan, direct, and control the operations of the Employer, without interference.

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

## **ARTICLE 5 - REPRESENTATION**

5.01 For employee representation purposes, the Union shall function and be recognized as follows:

- a) The Union has the right to elect or appoint stewards (“Steward[s]”). There shall be a maximum of one (1) Steward. Other employees will be informed of the steward’s roles and responsibilities due to the small workforce. Stewards are employee representatives in certain Agreement matters, including grievance processing. Stewards are not permitted to amend any terms of this Agreement.
- b) Union representatives (“Representatives”) are employee Representatives in all Agreement matters and in particular for grievance processing, negotiating Agreement amendments or renewals, and enforcing the employees’ collective bargaining rights and any other rights under this Agreement and under the law.

5.02 The Union agrees to provide the Employer in writing with an up-to-date listing of its officials’ names, effective date of appointment, and end date of appointment.



- 5.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining Employer permission. Permission will not be withheld unreasonably and where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks. The Employer will pay such Stewards at their regular hourly rates while attending to such matters whenever this takes place during the employees' regular working hours, as well as for time spent on negotiating a renewal of this Agreement with the Employer. Stewards shall receive a premium in accordance with Schedule "A". The maximum daily pay for negotiations shall be the employees' regularly scheduled straight time hours. The Union and the Employer will equally bear this cost. There will be a maximum of one (1) employee Representatives on the bargaining committee, subject to operational requirements.
- 5.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meetings.
- 5.05 Representatives shall have the right to visit at the location where employees are working. The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall be pre-arranged, and not unduly disrupt the flow of work.
- 5.06 The Employer shall provide sufficient, secure bulletin board facilities at the plant for Union use.

## **ARTICLE 6 - WORK STOPPAGES**

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

## **ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 7.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed.
- 7.02 The Employer shall provide the Union with all necessary information for insurance and benefit administration, and information regarding job classification, changes and terminations. Employees' names, addresses, hire dates, and classifications shall be provided to the Union every three (3) months or in a month when a change occurs. An employee list, ranked by classification and showing each employee's pay rate, shall be forwarded to the Union twice yearly.
- 7.03 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. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by this Agreement, whether or not they join the union.

- 7.04 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.
- 7.05 The Employer will introduce new employees to their Steward during their first shift cycle of employment.
- 7.06 New employees will be hired on a one hundred and eighty (180) calendar day probationary period and thereafter shall attain regular employment status subject to available work. The Parties agree that a probationary employee may be discharged or laid off for just cause and the employer will not act in bad faith, discriminatory or arbitrary when determining employee suitability.

Effective July 1, 2018, New employees will be hired on a ninety (90) calendar day probationary period and thereafter shall attain regular employment status subject to available work. The Parties agree that a probationary employee may be discharged or laid off for just cause and the employer will not act in bad faith, discriminatory or arbitrary when determining employee suitability.

- 7.07 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. Employees laid off and recalled by the Employer within one (1) year shall not serve a new probationary period but shall be required to complete the initial probationary period, if the initial probationary period was not completed at the time of lay off, and shall be subject to the terms of the one hundred and eighty (180)-day probationary period provided in Article 7.06 for the remainder of the probationary period if the probationary period was not completed at the time of lay off. Effective July 1, 2018, this

probationary period will become ninety (90) days, as per Article 7.06.

## **ARTICLE 8 - UNION DUES**

- 8.01 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.
- 8.02 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) In addition to the above, this itemized list shall also contain the following for each employee:
- 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

## **ARTICLE 9 - WAGES AND RATES OF PAY**

- 9.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A".
- 9.02 The Employer may establish additional classifications. The pay rates for new classifications may be negotiated between the Employer and the Union during the Agreement term. If no agreement is reached, either party may refer the issue to the Grievance Procedure.
- 9.03 An employee who reports for work without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours' pay at his prevailing hourly rate. An employee who is called in will be guaranteed a minimum of four (4) hours' pay at his prevailing hourly rate. The Employer may arrange for additional work to be completed within the four (4) hour period including training. It is the responsibility of the employee to provide a means by which the Employer can contact him. If an attempt is made by the

Employer to contact an employee by way of the contact information provided in an effort to inform the employee of a lack of work, and the Employer is unable to do so, the employee will not be entitled to show up pay.

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

### **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

- 10.01 This Article is intended to define the normal work hours and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week.
- 10.02 The term “work day” means that period of time starting when an employee is scheduled to commence work and terminating twenty-four (24) hours thereafter.
- 10.03 The term “work week” means that period of time commencing at 12:00am on Monday and terminating one hundred sixty-eight (168) hours thereafter.
- 10.04 At its discretion, the Employer may, from time to time initiate, maintain, or discontinue all or any part of its operations on a multiple shift and/or multiple continuous shift basis. Prior to introducing a shift schedule, the Employer will consult the Union in writing with as much advance notice as can be reasonably expected. Prior to implementing such changes, the Employer will consult with the Union.

10.05 The normal hours of work for employees shall be based on one (1) of the following schedules:

- a) eight (8) hours per day, five (5) consecutive days per week;
- b) ten (10) hours per day, four (4) consecutive days per week;
- c) twelve (12) hours per day based on a work cycle which is discussed with the union. Overtime provisions will be negotiated at this time.
- d) The Employer may request to negotiate other work schedules to be implemented during the term of this Agreement. Such negotiations shall be convened within ten (10) working days of a request, unless otherwise agreed to by the Parties, and such scheduled negotiations shall be conducted in good faith. The Union shall not unreasonably deny an Employer request for a new work schedule. If the Parties agree to a new work schedule(s), such schedule(s) may be implemented by the Employer during the term of this Agreement.

10.06 Shift schedules shall be posted in a conspicuous place and changes will be communicated as far in advance as is practicable. In the event that less than forty-eight (48) hours' notice is provided, overtime shall apply for the first shift of the schedule change.

10.07 Employer-provided training sessions during normally scheduled off time shall be voluntary participation. Employees participating in voluntary training shall be paid at regular pay rates and overtime shall not apply.

- 10.08 Employees working on a schedule defined in 10.05(c) will have two (2) paid meal breaks of twenty-five (25) minutes at a time designated by the Employer, one (1) in the first half and one (1) in the second half of the shift. Employees working a schedule defined in 10.05(a) and (b) shall receive two (2) ten (10)- minute paid rest periods in each half of their shift, and one (1) one-half (½) hour unpaid meal break. The Employer may schedule to have these shifts with a twenty (20) minute paid lunch. Employees will receive an additional ten (10) minute paid rest period after twelve (12) hours in a day provided the overtime is scheduled to last for one (1) hour minimum.
- 10.09 For all shifts, other than those shifts identified in Article 10.05(c), work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Work performed in excess of twelve (12) hours per day, shall be paid at the rate of two (2) times the regular rate of pay. For shifts identified in Article 10.05(c), employees will be paid for actual hours worked in each week at straight time, if for weekly averaging, additional hours will be paid at one and one-half (1 ½) times the regular rate provided the employee has worked all regularly scheduled hours.
- 10.10 All hours worked on days of rest shall be paid as follows:
- 1<sup>st</sup> day worked, all hours at one and one-half (1½) times the regular hourly rate; all remaining hours shall be paid at two (2) times the hourly rate.
  - 2<sup>nd</sup> day worked, first eight (8) hours at one and one-half (1½) times the regular hourly rate; all remaining hours shall be paid at two (2) times the hourly rate.
  - 3<sup>rd</sup> and subsequent days worked, all hours will be paid at two (2) times the hourly rate.



- All hours worked beyond twelve (12) hours in a day will be paid at two (2) times the hourly rate.

10.11 The Parties agree to the following:

- In order for employees to qualify for overtime payment(s) in accordance with Article 10.10, they must first work their regular number of scheduled shifts.
- In the event that an employee works on a day (or days) of rest at the straight-time rate in accordance with this letter, the affected shift(s) will not affect the overtime allotment to which he is entitled under Article 10.13, and will be counted towards his regular number of scheduled shifts.

10.12 The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among qualified employees within the department to which overtime applies (i.e. pit operations or maintenance) and who indicate they wish to work overtime.

10.13 The Parties agree that the process of equitable distribution of overtime as noted above shall be guided by the following principles:

- Equitably distributed overtime will be offered beginning with the most senior qualified employee on the seniority list.
- If an employee refuses overtime, it will be offered to the next senior qualified employee on the seniority list. Each employee who, in accordance with Article 10.11, is offered a total of three (3) overtime shifts, consecutively or non-consecutively, will rotate to the bottom of the overtime list. The Employer will be responsible for tracking each employee's overtime allotment.

**ARTICLE 11 - SENIORITY**

11.01 Seniority is defined as an employee's length of service with the Employer at the Fort St. John Cement Terminal since the most recent hire date upon successful completion of probation. Seniority for employees hired on the same day will be determined by the employee with the lowest payroll number.

11.02 The Parties agree to the general principle that job security and opportunity should increase commensurate with seniority.

11.03 A seniority list shall be maintained by the Employer, consisting of the name, hire date, and classification of every bargaining unit employee, and ordered by length of service. The Employer shall provide a copy of the seniority list to the Union quarterly.

11.04 Seniority rights shall cease and employment shall be deemed terminated, for any employee who:

- voluntarily terminates employment;
- is discharged, and this discharge is not reversed through the grievance procedure;
- is laid off for more than twelve (12) consecutive months;
- fails to return from an approved leave of absence within five (5) days; or,
- fails to return from layoff within ten (10) calendar days of recall, unless medically unfit to return.

11.05 Seniority rights shall continue for employees on approved leave as defined by this Agreement.

- 11.06 For layoffs up to one (1) complete shift cycle, the most senior qualified employees within each crew will be retained provided they are qualified to perform the work.
- 11.07 When there is a layoff of longer than one (1) shift cycle, the Employer shall inform the Union. The Employer may issue layoff notices by classification in reverse order of seniority. A senior employee receiving a layoff notice in his classification may bump a less senior employee in another classification, provided he is qualified to perform the work except for an employee designated as Site Lead will not be bumped. Employees will receive the rate of pay applicable to the new classification.
- 11.08 Employees will be recalled in order of seniority provided they are qualified to perform the available work. For the purpose of this Agreement, qualified is defined as the ability to step in and perform the work of the job at the time of recall. If the employee does not accept a recall to his original job, he shall lose the right of any further recall and shall be deemed to have voluntarily quit. Recall notices shall be sent by registered mail.
- 11.09 In the event of a permanent lay-off, resulting in the termination of employment, as defined in the *Employment Standard's Act*, the following will apply:
- a) Two (2) week's pay or notice for every year of completed service, to a maximum of ten (10) weeks
  - b) Employees shall be paid severance on the expiration of the recall rights or upon termination of employment while on lay-off

- c) Upon payment of severance the employees shall lose all recall rights.

## **ARTICLE 12 - VACANCIES, TRAINING AND JOB POSTINGS**

12.01 When the Employer is satisfied that an employee is qualified to operate a certain piece of equipment or perform a certain task, a company trainer will “sign-off” the employee in writing and provide the employee with a copy of the sign-off. Thereafter, the employee will be deemed qualified and able to perform in the given position.

Once “signed-off”, an employee working in a higher classification will be paid the higher level when working in the higher level for more than fifty percent (50%) of the hours of the shift.

### 12.02 Job Postings

- a) A vacancy that requires a job posting occurs when:
- the Employer requires additional staff;
  - an employee vacates his position and the position is going to be re-filled;
  - an employee is going to be temporarily absent from his position for a period of more than sixty (60) calendar days.
- b) The Employer shall post all regular vacant positions internally for a period of fourteen (14) calendar days. During this time, the Employer may temporarily fill the position using the senior qualified employee on the affected crew. Employees who are on vacation or approved leave during

this time shall be deemed to have applied provided they are qualified.

- c) Each job posting will be awarded to the senior applicant, provided the applicant is qualified to perform the work at the time the job is awarded.
- d) If no qualified applicants are found through the internal posting process, external applicants may be hired.
- e) All existing employees accepted to posted jobs shall serve a thirty (30) working day trial period. During this period, the employee may be returned to his former job at the Employer's discretion or at his own request.
- f) When an employee successfully posts to a new classification, he will not be permitted to bid for another position until he has been in the new classification for a minimum of twelve (12) months.

### 12.03 Trainee Postings

- a) A Trainee Posting occurs when the Employer determines that an opportunity arises on to train equipment operators on equipment outside of their posted classification. Such a posting is not intended to change the classification of the trainee, but only to train the employee until such time as the employee becomes qualified and is able to be "signed-off". The length and content of the training involved is at the Employer's discretion, and either the Employer or the employee may opt to terminate the training opportunity at any time. In the event that the Employer opts to terminate the training opportunity, he will notify the employee in

writing. Such training will be scheduled taking into account operational requirements. The Employer will review the progress of training with the trainee on a monthly basis.

- b) Trainee postings will be posted internally on the specified crew for fourteen (14) calendar days.
- c) Each trainee posting will be awarded to the senior applicant on the posting, providing the employee is performing safely and competently in his current position.

12.04 A list of all awarded postings will be posted in the lunchroom and updated regularly.

### **ARTICLE 13 - VACATION AND VACATION PAY**

13.01 Employees will be eligible for vacation pay and hours according to the following schedule:

<b>Years of Service</b>	<b>Vacation Hours</b>	<b>Vacation Pay</b>
1 <sup>st</sup> calendar year of service	Day/month	4% of total wages
2 <sup>nd</sup> calendar year of service	Two Weeks	4% of total wages
5 <sup>th</sup> calendar year of service	Three weeks	6% of total wages
12 <sup>th</sup> calendar year of service	Four weeks	8% of total wages
20 <sup>th</sup> calendar year of service and beyond	Five Weeks	10% of total wages

- 13.02 Employees will be paid earned vacation monies on each pay period remittance.
- 13.03 Entitlements must be taken in a minimum of full cycle shift blocks unless approved otherwise by the Employer.
- 13.04 Vacation requests are granted based on the Employer's operational requirements.
- 13.05 Vacation requests shall be granted on a seniority basis during the months of January and February each year. Thereafter, they will be granted on a first-come, first served basis. Vacation requests will be made in writing on a form of the Employer's provision. Similarly, vacation requests will be granted or denied to the employee in writing.

#### **ARTICLE 14 - STATUTORY HOLIDAYS AND HOLIDAY PAY**

- 14.01 Employees will be entitled to receive their equivalent hours of their scheduled shift at their regular straight time base wage for Statutory Holiday pay for the following holidays:
- New Year's Day
  - Good Friday
  - Canada Day
  - Labour Day
  - Remembrance Day
  - Boxing Day
  - Family Day
  - Victoria Day
  - BC Day
  - Thanksgiving Day
  - Christmas Day
- 14.02 An employee who is required to work on a statutory holiday must be paid for that day:

- a) at the rate of one and one half (1 ½) times the employee's regular wage for the time worked up to twelve (12) hours, and two (2) times the employee's regular wage for any time worked over twelve (12) hours; and
- b) the employee shall be paid an average day's pay, as per the *Employment Standards Act of British Columbia*.

Employees must be present the scheduled day prior to and the scheduled day after the holiday for eligibility to be paid for the statutory holiday. Pre-Authorized absences of not greater than five (5) days prior to or after the holiday will be eligible for the statutory holiday pay.

14.03 When operations are scheduled during a holiday period, the Parties shall mutually agree when the holidays are started and ended as per the shift schedule.

14.04 Premium pay will apply to whole shifts that start during the statutory holiday day (12:01 a.m. to 11:59 p.m.).

## **ARTICLE 15 - UNION-MANAGEMENT COMMITTEE**

15.01 The Parties pledge to work towards the greatest possible degree of consultation and co-operation, the end result being improved labour-management relations.

15.02 Recognizing the need for good labour relations, the Parties shall schedule Union-Management meetings once every three (3) months or more frequently as required. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion may include but not be limited to:



- a) Discipline and Discharge Policies;
- b) Training and Promotion;
- c) Safety Measures;
- d) Matters that affect the employees' working conditions;
- e) Payroll Issues;
- f) Vacation Pay out;
- g) Tax Code Benefits;
- h) First Aid Premium

The Employer and the Union shall each appoint a maximum of one (1) representatives to the Union-Management Committee. The Minutes shall record the business of each meeting.

15.03 A committee member attending the Union-Management meetings during regular working hours shall be entitled to his regular hourly rate of pay.

#### **ARTICLE 16 - HEALTH AND SAFETY COMMITTEE**

16.01 The Parties intend to have safe and healthy working conditions. The Employer shall make practicable employee job site and shop safety and health provisions; the Union shall promote a safety

consciousness and a personal sense of responsibility amongst its membership.

- 16.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees. The Employer may add to or amend the safety rules and procedures during the term of this Agreement and shall inform the Union and the Employees of any safety rule or procedure amended or introduced.
- 16.03 An employee who is injured on the job and requires off-site treatment shall receive Employer-provided transportation to the treatment facility and payment for the remainder of the scheduled shift.
- 16.04 All safety matters shall be in accordance with the applicable statutes and the Employer's Safety Manual.
- 16.05 If an employee is injured on the job and requires temporary accommodation for injuries incurred, the employee is entitled to light duty work and he shall inform his attending physician of the same. The Employer shall inform the physician of the physical requirements for the light duty work available and, upon physician's approval, make such work available to the employee. Upon physician's approval, the Employee must accept the work.
- 16.06 All cases of disabilities will be administered in accordance with applicable laws. It is the intent of the Employer to provide meaningful modified work whenever practicable. Where modified work is offered and approved by the Employee's physician, the Employee will accept the work.

**ARTICLE 17 - HEALTH AND WELFARE PROGRAM AND BC MEDICAL**

- 17.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one-hundred percent (100%) of the premium cost of the CLAC Gold Plus Benefits Plan, administered by the CLAC Health and Welfare Trust Fund. An outline on the Plan is listed in Schedule “B”. All increases to the plan shall be communicated to the Employer with at least one (1) calendar month’s notice and the reason for the increase will be explained in detail. Prior to annual increases of the plan which exceed five percent (5%), the Employer and the Union will meet to discuss alternative options that will not result in any greater increase to the Company.
- 17.02 The Employer will remit the funds necessary for this plan for each employee to the Union not later than one (1) week prior to the month for which the coverage is applicable.
- 17.03 Coverage for each employee will be effective on the first (1<sup>st</sup>) of the month immediately following thirty (30) days from date of hire.
- 17.04 Coverage for each employee recalled in accordance with Article 12.09 will be effective on the first (1<sup>st</sup>) of the month following the date in which the employee commences work.
- 17.05 In the event that an employee qualifies for benefits coverage in accordance with this Article, but qualifies after the applicable remittance is sent to the Union office, the Employer will remit the equivalent amount of two (2) months’ coverage on the following remittance. Upon receipt of this remittance, the employee’s coverage will be backdated accordingly.

- 17.06 The Employer will pay the cost of this plan for one (1) calendar month following the layoff of each employee eligible for the plan at the time of the layoff, with the applicable coverage commencing on the first (1<sup>st</sup>) of the month following the termination. The Employer will also pay the premium cost for an additional one (1) calendar month for each employee's completed calendar year of service, to a maximum of three (3) months' total coverage per employee.
- 17.07 The Employer will continue to pay the cost of this plan for a maximum of three (3) calendar months for any employee who takes an approved leave of absence for the period of the leave, or for the full duration of any leave where required in accordance with the *BC Employment Standards Act*.
- 17.08 The Employer will continue to pay the cost of this plan for a maximum of six (6) calendar months for any employee who is unable to work due to a non-work related injury or illness.
- 17.09 The Employer will continue to pay the cost of this plan for a maximum of twelve (12) calendar months for any employee who is unable to work due to a work-related injury or illness.
- 17.10 The Employer agrees to contribute one hundred percent (100%) of the premium cost of the Medical Services Plan of BC. Articles 17.03-17.09 will apply.

## **ARTICLE 18 - RETIREMENT FUNDS**

- 18.01 a) The Employer agrees to contribute five percent (5%) of the base hourly rate for each hour worked for each employee to the group RSP administered by the CLAC Health and Welfare Trust Fund. The RSP program will consist of a three

percent (3%) Employer contribution, with an additional two percent (2%) contribution available. Employees must contribute two percent (2%) to qualify for Employer's additional two percent (2%). Participation for each employee will be effective on the first (1<sup>st</sup>) of the month immediately following thirty (30) days from date of hire.

- b) Contributions to the employees' group 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 group RSP.
- c) The employees may increase their contributions through voluntary payroll deductions. The Employer will contribute an additional two percent (2%) to the group RSP if the employee voluntarily contributes two percent (2%) to the group RSP. The employee must contribute two percent (2%) to qualify for the additional two percent (2%) from the Employer.

#### **ARTICLE 19 - PUBLICATION**

19.01 The Parties shall equally bear the costs associated with printing and publication of the collective agreement.

#### **ARTICLE 20 - PROTECTIVE EQUIPMENT**

20.01 All employees shall wear safety hats, non-prescription safety glasses, and high visibility vests to be made available by the Employer. If prescription safety glasses or goggles are required, the Employer shall pay for the cost of the prescription safety eyewear to a maximum of two hundred dollars (\$200.00) every

two (2) years. If prescription safety glasses are required, the Employer will provide side shields or safety goggles.

20.02 All employees shall wear gloves, and rain gear where required, furnished by the Employer.

20.03 Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.

20.04 Upon completion of probation, the Employer agrees to pay employees a clothing/safety allowance in the amount of three hundred and fifty dollars (\$350.00) per calendar year.

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

21.01 The Employer shall grant leaves of absence without pay for the following reasons:

- Marriage of the employee;
- Death in the employee's immediate family;
- Union activity other than that directly related to the Employer.

The employee may also apply in writing to the Employer for personal leaves of absence for reasons other than those listed above, without pay. Such requests will not be unreasonably denied.

The Union will make every effort in requesting such leave of absence to avoid requests that unduly deplete the crew in any one department which will impair production or inhibit the normal function of the operation. In such cases, the Union will cooperate

with the Employer in making a substitute employee(s) available or select alternate delegates for leaves.

21.02 Leaves of absence under Article 21.01 shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.

21.03 An employee will be granted up to three (3) days' leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral of a member of the employee's immediate family. Immediate family shall mean parent, grandparent, grandparent-in-law, spouse, child, adopted child, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law. The Employer maintains the right to request a copy of the death certificate. An employee will be granted an additional two (2) days off with pay should the employee be required to travel to the funeral, provided the distance is beyond eight hundred (800) kilometers one way.

21.04 Additional leave shall be granted without loss of seniority or entitlement, for any employee who qualifies for compassionate leave benefits under the *Employment Standards Act*. In such cases, the employment leave expires simultaneously with the compassionate leave.

21.05 The above shall not preclude extensions for education or personal illness as justified in an application prior to the leave of absence expiration.

21.06 It is agreed that the Employer shall compensate employees for the difference between the hourly rate stipulated in Schedule "A", and payment received while performing Jury Duty

or while serving as a subpoenaed witness in a Court Action or Coroner's Inquest other than where the employee is a defendant or complainant for a maximum of eighty (80) hours per calendar year.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

- 22.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure as set out below.
- 22.02 As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Supervisor to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 22.03 Representatives and the Stewards are the agents through whom employees shall process and resolve their grievances.
- 22.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) calendar days after the subject of such grievance occurred. If the action or condition continues or reoccurs, this limitation period shall not begin until the action or condition has ceased. The limitation period shall not apply to differences arising between the Parties relating to the interpretation, application, or administration of this Agreement.
- 22.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance shall be



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

22.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. A group grievance must be resolved through successive stages of the Grievance Procedure, commencing with Step 1. The Grievors shall be listed on the grievance form.

22.07 Step 1

- a) A grievance shall be submitted in writing to the immediate supervisor within fourteen (14) days of the act or condition causing the grievance. The Employer shall forward a written response to the Representative within fourteen (14) days of the meeting.
  
- b) In order to resolve grievances as quickly as possible, an individual grievance pertaining to any disciplinary matter less than a termination may be resolved in an on-site meeting between a designated company HR representative, the immediate supervisor, the Grievor and the appropriate Steward. Should the Parties agree on an acceptable resolution, they will record the resolution in writing and sign the document to indicate their agreement. This document will then be sent to the designated Representative and the Project Manager for final review, and if acceptable to both Parties the grievance will be deemed resolved.

22.08 Step 2

If the grievance is not resolved at Step 1, a Representative may, within seven (7) calendar days of the decision under Step 1, submit a Step 2 grievance to the Terminal Manager. The Parties shall attempt to meet to resolve the grievance within seven (7) calendar days after the Step 2 grievance has been filed. The Employer shall forward a written response to the Representative within seven (7) calendar days of the submitted Step 2 grievance. If the Parties fail to settle the grievance at Step 2 of the Grievance Procedure, the Grievance may be referred to arbitration.

22.09 In addition to normal grievance processing and arbitration procedures outlined in Articles 22 and 23, senior Company representatives and Union Representatives will meet four (4) times per calendar year, on or around March 1, June 1, September 1, and December 1 in a reasonable attempt to resolve any outstanding grievances.

**ARTICLE 23 - ARBITRATION**

23.01 The Party initiating arbitration must serve the other Party with written notice of desire to arbitrate within five (5) calendar days after receiving the decision given at Step 2 of the Grievance Procedure.

23.02 If a notice to arbitrate is served, the Parties shall attempt to obtain agreement on a single Arbitrator, within seven (7) calendar days.

- 23.03 If the Parties fail to agree on a single Arbitrator within seven (7) days, either Party may request the Arbitration Bureau to appoint a single Arbitrator.
- 23.04 If a Party refuses or neglects to answer a grievance, the other Party may commence arbitration proceedings.
- 23.05 The decision of the Arbitrator will be final and binding on the Parties.
- 23.06 The Parties will equally bear the Arbitrator expense.
- 23.07 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

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

- 24.01 An employee may be disciplined or discharged for just cause by the Employer. Just cause includes, but is not limited to:
- the refusal by an employee to abide by safety regulations;
  - the failure of an employee to report for work or report on time;
  - excessive or questionable absenteeism;
  - dishonesty, theft or insubordinate behaviour;
  - reporting for work while under the influence of illegal narcotics or alcohol, or the possession or use of such substances while on the job site;
  - non-compliance with the Employer's Drug and Alcohol Policy
  - the refusal by the employee to abide by the requirements of the Employer's clients;
  - the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and/or practices.

- 24.02 The Parties agree to abide by the principles of progressive discipline.
- 24.03 All disciplinary actions above a verbal warning will be forwarded to the Union's regional office.
- 24.04 In all instances of disciplinary action to be recorded in an employee's file, or in instances of on-site drug and alcohol testing, the affected employee shall have an available Steward or another available employee of his choice present at the meeting, or decline this right in writing.
- 24.05 Whenever an employee signs any disciplinary document, his signature does not indicate his agreement with the discipline, it indicates that the discipline was reviewed with him.
- 24.06 No bargaining unit employee will be required to administer discipline to another bargaining unit employee.

## **ARTICLE 25 - DURATION**

- 25.01 It is agreed that the agreement will be a three and one half (3½) year agreement from the date agreed to by the parties.

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

Dated at Vancouver, B.C. this 25 day of July, 2017.

**SIGNED** on behalf of  
**LEHIGH CEMENT, A DIVISION  
OF LEHIGH HANSON  
MATERIALS LIMITED**

“Stephen Abrahams”  
Authorized Representative  
w

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

**SIGNED** on behalf of  
**CONSTRUCTION AND ALLIED  
WORKERS UNION,  
CLAC LOCAL 68**

“Mark Phillips”  
Authorized Representative

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

**SCHEDULE "A" - CLASSIFICATIONS AND RATES OF PAY**

**GENERAL**

1. Rates:

Site Lead	\$31.00
Terminal Operator	\$28.50
Labourer	\$20.00

Rate increases - December 1<sup>st</sup>, 2017 – 1%

December 1<sup>st</sup>, 2018 – 1.5%

December 1<sup>st</sup>, 2019 – 1.5%

2. Employees working on shifts that begin after 7:00 p.m. and end before 6:00 a.m. will receive an additional Night Shift Premium to fifty cents (\$0.50) per hour night shift premium for all straight time hours worked on the shift.
3. Employees will be paid a Weekend Premium of fifty cents (\$0.50) per hour for all straight time hours worked on a shift for weekends starting Friday night at 7:00 p.m. to 7:00 p.m. Sunday night.
4. A holder of a valid Level III first aid certificate shall receive a premium of fifty cents (\$0.50) per hour for each shift worked as designated first aid attendant.
5. The Site Lead as required will be selected by the Employer based on skill, ability, competency and attitude.
6. Employees who are designated by the Employer as an Equipment Trainer, will be paid one dollar (\$1.00) per hour premium in addition to their regular hourly rate for all hours spent training another employee on running the equipment.

**SCHEDULE "B" -INSURANCE PLAN COVERAGE (GOLD PLUS)**

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

- \$100,000.00 life insurance per employee under age 65; \$50,000.00 per employee between the ages of 65 and 75;
- \$100,000.00 A.D. & D. per employee under 65; \$50,000.00 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; Minimum EI rate will apply as required, Employer will retain any EI rate premium reductions.
- 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 Morneau Shepell

**SCHEDULE "C" -CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the Agreement. It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.



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

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

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

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

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

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

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

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

*This is the time required for your employer to send the hours to the CLAC Benefits Team, for your hours to be processed, and for your package to be prepared and mailed.*

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

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

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

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

**7. Can my dentist send claims directly to Green Shield Canada?**

*Yes. Your dentist can submit your claims electronically to Green Shield Canada.*

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

- *your union steward*
- *CLAC's website, [www.clac.ca](http://www.clac.ca)*
- *the nearest CLAC office*
- *the CLAC Benefits Team: 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 Green Shield Canada 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 Benefits Team office at 1-888-600-2522 to make sure you receive one.*

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

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

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

*No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage.*

*However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.*

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

*Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefits Team if you have any questions.*

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

*Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. This includes (but is not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Morneau Shepell at 1-844-880-9143.*

## **BC Medical Questions**

**Who should I call about my B.C. Medical coverage?**

*Call your local CLAC office at 604-888-7220 or 1-800-331-2522.*

## **RSP Questions**

**1. Who administers the CLAC Group RSP?**

*The CLAC Group RSP is administered by the CLAC Retirement team. The investments are held with Great-West Life.*

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

*Contact the CLAC Retirement team by phone at 1.800.210.0200 or by email at [retire@clac.ca](mailto:retire@clac.ca)*

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

*A CLAC Group RSP account is opened for you once your employer remits a contribution on your behalf to the CLAC Retirement team.*

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

*Your funds will sit in a non-registered account until the CLAC Retirement team receives your completed “**Opening your Plan**” form (included in your new employee package). The registration of your account means that you are taking advantage of the tax sheltering benefits of an RRSP. Contributions receipts are issued twice a year (January and March) for you to use to offset your income when filing your taxes.*

***For more information on your CLAC Group RSP account contact the CLAC Retirement team or log on to myCLAC at [www.clac.ca](http://www.clac.ca) . After logging in, click on “View Retirement”.***