

COLLECTIVE AGREEMENT

BETWEEN

PEDRE CONTRACTORS LTD.

AND

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

Duration: May 1, 2019 to April 30, 2022

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COLLECTIVE AGREEMENT

BETWEEN

PEDRE CONTRACTORS LTD.

(hereinafter referred to as the "Employer")

AND

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

(hereinafter referred to as the "Union")

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 set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff, and recall of employees;
 - d) establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and

the employees which will be conducive to their mutual well-being.

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the signatory Union as the sole and exclusive bargaining agent for all employees of the Employer as outlined in Schedule “A” of this Agreement, save and except those persons above the rank of working Foreman and office, clerical and engineering staff.
- 2.02 It is agreed by the parties that there shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.03 The Employer agrees that duly appointed Representatives of the Union are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 The Union acknowledges that it is the function of the Employer to operate its business by, but not limited to, the following actions:

- a) to manage the enterprise, including the scheduling of work and the control of materials;
- b) to maintain order, discipline, and efficiency;
- c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 19.

2.05 Non-bargaining unit personnel shall not perform work covered by this Agreement if this should cause the layoff, transfer, or demotion of a member of the bargaining unit.

ARTICLE 3 – SCOPE

3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, including those outlined in Section 3 of the Act, the provision for such benefit set out in the Act is deemed to be incorporated into this Collective Agreement except where either:

- a) the provision for the subject matter of that benefit prescribed in the Collective Agreement meets or exceeds the benefit set out in the Act, or
- b) the provisions of the Collective Agreement pertaining to the respective section or part of the Act (as outlined in Section 3 of the Act) considered together, meet or exceed those prescribed in the respective section or part of the Act.

3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

ARTICLE 4 – UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

- 4.03 Stewards or Union Representatives will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards or Union Representatives at their regular hourly rate while attending to such matters as well as for time spent on negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.
- 4.04 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 Union Representative may attend such meetings.
- 4.05 During working hours, the Union Representative shall have access to all working areas in which the Employer is working, but in no case shall his visits interfere with the progress of the work. When visiting a job, he will first advise the Superintendent or any other supervisory personnel of the Employer.
- 4.06 There shall be no Union activity on the Employer's time or premises except that which is necessary for the processing and the administration and enforcement of this Agreement.

ARTICLE 5 – WORK STOPPAGES

- 5.01 As per Section 57 of the *Labour Relations Code*, 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 through its members.

5.02 As per Section 57 of the *Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

ARTICLE 6 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference in hiring to members of the Union, provided such applicants are qualified to meet the requirements of the work to be done.

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

6.03 The Employer has the right to hire new employees as needed, provided that no new employee(s) are hired while there are available employees on layoff who are qualified to do the work.

6.04 a) New employees will be hired on an six (6) month probation period, and thereafter shall attain regular employment status. The probationary period may be extended a further three (3) months at the discretion of the Employer. The Union shall be notified in writing any time a probationary period is extended.

- b) The Employer shall notify the Union in writing of the name, address, and classification of any new employee at the time such employee commences employment.
- 6.05 Probationary employees are covered by the Agreement except those provisions which specifically exclude such employees. The Employer may terminate the employment of a probationary employee provided that such termination is not arbitrary, discriminatory, or in bad faith, and provided that the employee has been properly notified of reasonable standards that he is expected to meet.
- 6.06 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 the Collective Agreement, whether or not they join the Union.

ARTICLE 7 – UNION DUES AND DATA COLLECTION

- 7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.
- 7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies

were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.

7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

7.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:

- a) first, middle and last name;
- b) work location/job site;
- c) rate of hourly pay;
- d) any hourly premiums;
- e) gross earnings;
- f) total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both one and one-half (1½) and double time (2x) overtime premiums, these hours shall be recorded separately;
- g) dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- h) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;

- i) Social Insurance Number; and,
- j) date of birth.

7.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a) complete mailing address;
- b) e-mail address;
- c) primary telephone;
- d) date of hire; and,
- e) classification, including trade certificate number and apprenticeship level or year.

ARTICLE 8 – UNION REMITTANCES

8.01 The Employer shall record on a remittance any of the following changes in employment status;

- a) change in classification, level or apprenticeship year; or
- b) Job end date (for temporary, or permanent separation).

8.02 All contributions and deductions pursuant to Article 15 - Health and Welfare Program, Article 16 –Retirement Funds and Pension Plan, and Article 17 - Education and Training, shall be remitted together with and in the manner described for Union dues, as set out here in Article 7.

- 8.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.
- 8.04 Further to Article 8.03, if the Employer continues to be delinquent in its remittance to the Union, the Employer shall pay interest to the Union and its various Funds, as the case may be, at one percent (1%) per month on the amount owing. Such interest shall be compounded on a monthly basis.
- 8.05 If the Employer satisfies all its obligations under Article 8.02, 8.03 and 8.04 relating to Articles 7, 15, 16 and 17 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

ARTICLE 9 – CLASSIFICATIONS AND RATES OF PAY

- 9.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 9.02 The Employer may assign employees to any work regardless of the employees' classification. The classifications are meant to describe the general level of skill and capability rather than limit the jurisdiction that can be performed by the employee.
- 9.03 Additional classifications may be established by the Employer if required for the Employer's operations. In such an event, the rates for the newly established classification shall be subject to negotiation between the Employer and the Union. If no agreement is reached, the Employer may establish a rate but the Union may grieve the rate and, if successful in increasing the

rate the new rate will be retroactive to the date the classification was implemented.

- 9.04 An employee reporting to work in the usual manner, but who is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay, or four (4) hours if the employee was scheduled for more than eight (8) hours. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer. If employees decline alternate employment, they shall have the option to go home and claim the two (2) hours' reporting pay or pay for actual time worked, whichever is greater.

ARTICLE 10 – HOURS OF WORK AND OVERTIME

- 10.01 The normal workweek shall consist of five (5) eight (8) hour working days, Monday to Friday inclusive. The normal workweek and days off may be varied on specific projects by agreement of the parties.
- 10.02 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. Daily double time rates (exclusive of weekly and Sunday double time) will be determined by the *Employment Standards Act*.
- 10.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.

- 10.04 There shall be two (2) rest periods (or coffee breaks), with pay, of ten (10) minutes' duration each, daily, during each half of the shift. Employees shall be allowed one half (½) hour lunch break between 11:30 a.m. and 1:30 p.m. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.
- 10.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.
- 10.06 If an employee should be "called out" on weekends, he shall be paid a minimum of four (4) hours times the appropriate overtime rate for each call out.
- 10.07 a) If the Employer requires an employee to work on a weekend, they shall give notice to the employee by noon on Thursday, except in cases of emergency.
- b) The Employer will use the *Employment Standards Act* regarding overtime scheduling.
- c) The parties agree to have an independent 3rd party define excessive workload regarding overtime.

ARTICLE 11 – VACATION AND GENERAL HOLIDAY PAY

- 11.01 All employees shall receive annual vacation upon completion of the following periods of service, with a total payment for both general holidays and vacations calculated as a percentage of their gross earnings:

- a) from start of employment up to and including ten (10) years of work – at ten and four tenths percent (10.4%)- three (3) weeks;
- b) on completion of ten (10) years of employment – at twelve and four tenths percent (12.4%)- four (4) weeks;

11.02 The Employer will endeavour to grant vacations at the time requested in the vacation season or period, considering business requirements. As a guideline, employees with the greatest length of service will have first choice of the time to be granted off.

11.03 Vacation pay as per Article 11.01 will be paid to employees on each pay cheque.

Effective November 1, 2019, vacation pay, as per Article 11.01, will be paid to employees on each pay cheque. At that time, all vacation monies owed will be paid to the employees directly or to the Union who will administer a payout.

11.04 The Employer's Vacation Policy is as follows:

- a) Employees with less than one (1) year of service will not be eligible for any extended time off (three [3] or more days at one [1] time).
- b) Regular full-time employees will have the following restrictions:
 - i) June, July, August:

- Black-out period (maximum one [1] employee per classification based on seniority can be on vacation at a time). No more than five (5) days absence at one (1) time;
 - Four (4) days maximum during weeks containing a statutory holiday;
 - Vacation must be taken in periods between Monday-Friday, five (5) days at one (1) time only;
 - Minimum of one (1) week written notice must be given for a single or partial day off request.
- ii) April, May, September, October
- Grey period (maximum one [1] week vacation time);
 - Four (4) days maximum during weeks containing a statutory holiday;
 - Vacation must be taken in periods between Monday-Friday;
 - Minimum of one (1) week written notice must be given for a single or partial day off request.
- iii) January-March and November-December
- Open vacation pending Employer's approval.

ARTICLE 12 – GENERAL HOLIDAYS

12.01 The Employer agrees to recognize as days not worked, the following fifteen (15) holidays:

New Year's Day
 Family Day
 Good Friday
 Easter Monday

BC Day
 Friday before Labour Day
 Labour Day
 Thanksgiving Day

Victoria Day
Friday before Canada Day
Canada Day
Friday before BC Day

Remembrance Day
Christmas Day
Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

- 12.02 If an employee is required to work on one of the above-mentioned holidays, he shall be paid at the rate of two (2) times the regular rate of pay.
- 12.03 When the statutory holiday falls on a regularly scheduled day off, the Employer will decide if the day in lieu is the Friday prior to, or the Monday following the holiday day.
- 12.04 In the event that a statutory holiday falls on a Tuesday, Wednesday, or Thursday, it may be rescheduled by agreement of the parties.

ARTICLE 13 – LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 13.01 Employees will be entitled to all leaves as set out in Part 6 of the Employment Standards Act, or any other applicable legislation. For unpaid leaves, immediate family is as defined in the Employment Standards Act.
- 13.02 For paid leaves, immediate family is defined as spouse, child, step-child, parent, step-parent, grandparent, brother, sister, mother-in-law, or father-in-law.

13.03 In the event of death in an employee's immediate family (as defined above), the employee shall be entitled to be absent from work the following three (3) days, with pay, if these are working days.

ARTICLE 14 – TRANSPORTATION AND OUT-OF-TOWN JOBS

14.01 The Employer may, in consultation with the employees, choose one of the following room and board arrangements on out-of-town work:

- a) the employee provides his own meals and accommodation for which the Employer pays a daily allowance of one hundred and twenty-five dollars (\$125.00);
- b) the Employer provides accommodation only, based on double occupancy, and pays the employee a daily meal allowance of sixty-five dollars (\$65.00).

14.02 The Employer and the Union will establish, and agree-to in writing on a Pre-job Conference Report, any transportation, travel, and lodging for out-of-town work.

14.03 Where unusual circumstances exist, or on short term jobs, which affect either the availability and cost of room and board, or the allowance for travel, the parties shall review the above provisions with a view to working out acceptable alternatives.

14.04 All isolated jobs which are more than a six (6) hour drive from the centre of operations, that is, Langley, shall have a turn-around provision where employees will be granted a turn-around every six (6) weeks for a minimum of one (1) week. The Employer shall pay air or appropriate fare from work to home

and from home to work for each turn-around. It is agreed that such payment shall be made upon the employee returning to work.

14.05 Employees who are required to drive a dump truck will have the option, upon agreement with the Employer, of taking the vehicle home or leaving it at the Employer's yard.

- a) The words "Employer's yard" shall be recognized as any location or jobsite at which Pedre Contractors does business. The word "home" makes reference to the driver's primary residence or a parking facility of the employee's choice that has been approved by the Employer.
- b) If a driver doesn't wish to exercise the option of taking their dump truck home they will be assigned a parking location at one of the Employer's places of business or job sites. When the Employer is assigning the parking location, consideration will be made for the driver's place of residence, but there may be other factors that prevent this. Drivers under this system will be paid their hourly wage from the time they start work, either onsite or heading to site from their assigned parking location, until the time they are parked. When required to move the dump truck to a new parking location the driver will be paid for his time spent doing so and the Employer will assist with transportation.

14.06 All drivers will be paid one-half ($\frac{1}{2}$) hour per day at the appropriate driver's rate for pre-trip inspections. Drivers will be paid for all hours worked performing additional maintenance and service on the truck as authorized by the Employer or the Employer's representative. It is agreed that only medium and Heavy Duty trucks are distinguished for pre-trips.

ARTICLE 15 – HEALTH AND WELFARE PROGRAM

- 15.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to remit to the Union, the amount stipulated in Schedule “B”, attached hereto and made part hereof, for all hours worked by all employees for the purposes of BC Medical premiums and premiums for the benefit plan, administered by the CLAC Health and Welfare Trust Fund. An outline on the Benefit Plan is provided in Schedule “C”.
- 15.02 a) Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the Benefit Plan, which is a condition of coverage.
- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 15.03 The Parties agree that the Health and Welfare Plan and BC Medical premium amounts outlined in Schedule “B” are effective November first (1st) of each calendar year and are subject to negotiation. These negotiations will take place prior to November first (1st) of each calendar year. If the parties do not conclude an agreement before November first (1st) of each calendar year, all terms and conditions will be retroactive to

November first (1st) once an agreement has been reached. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 20 of this Agreement.

ARTICLE 16 – RETIREMENT PLANS

16.01 RSP

- a) The Employer agrees to remit to the Union, the amount stipulated in Schedule “B” for each hour worked for each employee for participation in the RSP administered by the CLAC Health and Welfare Trust Fund.

- b) Contributions to the employees’ RSP, administered by the Trust Fund, shall be made in accordance with direction by the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.

16.02 Pension – See ‘Letter of Understanding #1’

ARTICLE 17 – EDUCATION AND TRAINING

17.01 To further the training of shop stewards and other Union training initiatives, the Employer agrees to remit one half of one percent (0.5%) for each hour worked by every employee to the Union’s Education and Training Fund.

ARTICLE 18 – UNION-MANAGEMENT RELATIONS

18.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving toward efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

18.02 a) In order to further the aims of the enterprise, the parties agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:

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

b) The Employer and the Union shall each appoint up to three (3) representatives to the Union-Management Committee.

The minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office.

- 18.03 A committee member attending Union-Management meetings during regular working hours shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.
- 18.04 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.
- 18.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless abridged, delegated, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.01 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 in the following manner:
- a) **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a steward.

- b) The parties to this Agreement recognize that Union Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- c) Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

19.02 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 may be submitted by either party directly to Arbitration under Article 20, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

19.03 A GROUP GRIEVANCE is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. A Group Grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.

19.04 Step 1

A grievance shall be submitted in writing to the Employer within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance, and shall forward a written response to the grievor and the Union Representative, within seven (7) days of the day on which the grievance is submitted.

19.05 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1, or within seven (7) days of the day this decision should have been made, submit a Step 2 Grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 Grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative, within seven (7) days of the day on which the Step 2 Grievance is submitted.

ARTICLE 20 – ARBITRATION

20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

20.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

20.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter, within seven (7) days of service, to an agreed upon single Arbitrator who will

meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

- 20.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 20.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 20.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 20.07 It is agreed that the Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 20.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed

too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is, in the opinion of the Arbitrator, just and equitable.

20.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

20.11 The parties will equally bear the expense of the Arbitrator.

20.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement

ARTICLE 21 – WORKING CONDITIONS

21.01 The Employer shall provide a proper and adequate place of shelter, sufficiently heated where possible, in which the employees covered by the Agreement may eat their lunch.

21.02 In cooperation with the Employer's overall program of Accident Control and Prevention, the Shop Steward may report to the Foreman any unsafe conditions, unsafe acts, or violations of safety regulations.

21.03 Every employee, as a condition of employment, shall wear all required PPE at all times on the jobsite and specialty PPE as per job specifications (such as respirators and harnesses).

21.04 The Employer shall, at his own expense, furnish to any workman injured in his employment who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible. Any employee who is injured in a

compensable accident during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

21.05 Personal Protective Equipment (PPE) Allowance:

PPE allowance will be distributed as follows:

- a) Upon completion of one (1) year of employment:
Three hundred dollars (\$300.00) per year upon submission of receipts.
- b) Upon completion of six thousand (6,000) hours: Three hundred and seventy-five dollars (\$375.00) per year upon submission of receipts.
- c) Upon hire, all employees will be required to supply the appropriate PPE (at a minimum) as per below:
 - Steel Toe Boots
 - Equipment Operator keys- Operators requiring equipment will be issued a set of keys at fair market value and this amount will be deducted off their first pay cheque. Employees will be reimbursed if they return the keys upon termination of their employment.
 - Respirator – Employees will be issued one respirator per year upon return of their respirator. The employee will be responsible for replacing their respirator should they lose it.
 - Harness – Employees shall be issued one harness every two years upon return of their harness. The employee will be responsible for replacing their harness should they lose it.

- d) All employee owned PPE will be subject to inspection and approval by Pedre's HSE Department.
- e) If the employee cannot supply the required PPE upon hire, Pedre will issue the required PPE at fair market value and the employee will be notified of that value upon issue. The value of Pedre supplied PPE will be held back from the employee's first pay cheque.

ARTICLE 22 – PRODUCTIVITY

- 22.01 The Employer shall notify the Union sixty (60) days in advance of his intent to institute material change in methods or facilities that would result in retraining, layoff, or termination of a significant number of employees.
- 22.02 Where jobs are eliminated due to technological change, the affected employees will be given opportunity to be trained to operate the new equipment, or master the new skills, or to assume other duties.
- 22.03 An employee whose employment is terminated because of technological change shall be entitled to severance pay of one (1) week's pay at his/her regular straight time for each year of service with the Employer.
- 22.04 Any disputes arising in relation to adjustment of technological change must be referred to arbitration as provided for in Article 20.

ARTICLE 23 – DISCHARGE, SUSPENSION AND WARNING

- 23.01 If an employee's attitude or performance is not satisfactory and a warning of record is necessary, the Employer shall issue a written warning, and a copy of the warning will be forwarded immediately to a Union Representative and a Union Steward.
- 23.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 24 – DURATION

- 24.01 This Agreement shall be effective the first (1st) day of May two thousand nineteen (2019), and shall remain in effect until the thirtieth (30th) day of April, two thousand twenty-two (2022), and for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein within four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.
- 24.02 a) Should there be any disagreement after ratification with regards to the new terms in this Agreement, BCLRB Mediator, Dave Schaub remains seized to assist with the issue.

- b) Should negotiations for a new agreement not be completed prior to the expiration of this Agreement, all negotiated items will be retroactive from the date of signing to the expiration date of this Agreement. Until a new Agreement has been concluded, all provisions of this Agreement will remain in full force and effect.

24.03 The parties agree to exclude Sections 50(2) and (3) of the *Labour Relations Code*.

DATED at _____, BC, this _____ day of _____, 2020.

SIGNED on behalf of
PEDRE CONTRACTORS LTD.

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

Authorized Representative

This printing is for information purposes only.
Original signed documents are held on file at the Langley Member Centre.

Representative

SCHEDULE "A"

Classifications and Hourly Rates

CLASSIFICATION	WAGE RATE 2019
OPERATOR A	32.00 - 38.00
OPERATOR B	28.00 - 32.00
FOREMAN A	36.00 - 42.00
FOREMAN B	32.00 - 36.00
PIPELAYERS A	35.00 - 39.00
PIPELAYERS B	30.00 - 35.00
SKILLED LABOURERS	26.00 - 35.00
LABOURERES	20.00 - 26.00
TICKETED RED SEAL MECHANIC	35.00
SKILLED MECHANIC	26.00
JUNIOR LABOURER/CLEANER	15.75 - 18.00
TRAFFIC CONTROL SUPERVISOR	23.00 - 26.00
DRIVER A	26.00 - 28.00
DRIVER B	22.00 - 26.00
HIAB DRIVER	31.00
LEAD HAND	30.00 - 35.00

Employees will be evaluated according to their skill and ability and placed within the appropriate wage ranges. (For Example: A Labourer's actual rate of pay will be within the range of Labourer and Skilled Labourer).

It is agreed that the above rates are Base rates only.

Any employee who has not received a wage increase in 2019 will receive three percent (3%) at the date of ratification. In lieu of retro payments to May 1, those affected employees (and only those) will receive a bonus based on performance. The maximum amount will be

the amount they would have received in the event the three percent (3%) went into place May 1. The increase will take effect on the next pay period following ratification. The retro bonus will be within a month following ratification.

Effective May 1, 2020, every employee will receive a minimum two percent (2%) wage increase if they have not received an increase of equal or greater value previously in 2020.

Effective May 1, 2021, every employee will receive a minimum one and one-half (1.5%) wage increase if they have not received an increase of equal or greater value previously in 2021.

GENERAL

1. Wage and Performance Review

Employees may request a performance review after probation and once a year thereafter. The employee may, at his option, request the presence of a Union Steward.

2. No employee will be reduced in rate as a consequence of signing this Agreement.

3. The Employer may hire new employees at eighty percent (80%) of the Collective Agreement rate for a period of six (6) months. After six (6) months, the employees will be reviewed to determine which wage rate and classification are applicable to them. This review will include a Superintendent.

4. First Aid Premiums

Industrial III \$0.75 per hour

Industrial II \$0.50 per hour

The first aid attendant on each site shall be designated by the Employer and will receive the first aid premium in addition to their hourly rate.

5. Steward Premium

There will be a Steward premium of fifty cents (\$0.50) per hour. (Maximum one [1] Steward for every twenty five [25] employees).

6. Course Reimbursement

The Employer shall reimburse employees for all hours spent attending employment-related courses or seminars (i.e. First Aid) as requested by the Employer and pay course costs upon successful completion of such courses.

7. The Employer is entitled to have an apprentice classification. The pay rate shall be as follows:
 - First (1st) six (6) months at seventy five percent (75%) of the Journeyman's rate;
 - Second (2nd) six (6) months at eighty percent (80%) of the Journeyman's rate, after which time the actual contract rate will come into effect.
8. It is further understood that apprentices will not be hired to replace experienced workers presently employed by the Employer.
9. Night Shift Differential
Any shift differential worked shall be subject to an hourly premium of two dollars (\$2.00) in addition to the base rate. This rate shall not apply to snow clearing or salting. When working night shift, double time will not be paid for work performed Sunday evening at the beginning of the work week.
10. The Employer agrees that they will provide to the membership a job duties and classifications list which will help employees define each classification and determine which skills and abilities are expected for each.
11. No employee is to remain at a Junior Labourer classification for longer than one (1) year.

SCHEDULE “B”
RSP AND BENEFIT REMITTANCE AMOUNTS

Pursuant to Articles 15, and 16, the Employer agrees to remit to the Union in accordance with Articles 7 and 8, and together with Union dues and training funds, the following:

BENEFITS

Effective the November 1, 2019, two dollars (\$2.00) per hour per employee to be designated as follows:

- CLAC Health and Welfare Trust Fund - \$1.70*
- B.C. Medical Services Plan - \$0.30**

* The Union and Employer agree to monitor hour banks to ensure there is adequate coverage for full time employees. The Employer agrees to increase the amount remitted if the contributions are not adequate to maintain coverage for full time employees.

** The BC Medical Services Plan will be eliminated effective January 1, 2020 at which time BC Medical Services Plan contributions laid out here in Schedule “B” will cease.

RSP

- Upon completion of probation period: \$1.00 per hour

In addition to the above amount, the employer shall match employee RSP contributions up to a maximum of two dollar and fifty cents (\$2.50) per hour for those employees who have accumulated four thousand five hundred (4,500) hours of employment and a maximum of three dollars (\$3.00) per hour for those employees who have accumulated twelve thousand (12,000) hours of employment. For example, an employee who has completed probation will receive one dollar (\$1.00) per hour from

the Employer once an employee has been with the Employer for four thousand five hundred (4,500) hours they may choose to participate in the matching program and contribute their own two dollars and fifty cents (\$2.50) per hour which the Employer will then match with two dollars and fifty cents (\$2.50), on top of the Employer's initial one dollar (\$1.00) per hour contribution. There is no cap on these contributions.

Employees who are eligible will start on the new plan January 1, 2020. Employees will have to make the choice at the beginning of the calendar year as to how much they wish to have deducted and matched by the Employer. The Employer will remit to the Union the employees' contributions every month. The Employer will remit to the Union, the Employer's matched amounts on or before February 15, 2020, June 15, 2020, October 15, 2020, and February 15, 2021. Prior to February 1, 2021, the Union and Employer will meet to discuss whether the Employer's matching remittances will be done monthly.

Employees who have worked for more than four thousand five hundred (4,500) hours at the date of ratification have the option of staying on the previous retirement plan instead of the above plan. The employees must make a selection before January 1, 2020 and will not be able to change their selection if they chose to stay on the old plan until the end of the collective agreement. See LOU #1 for Description of Old Plan.

The parties agree to a review of the change to the Retirement system on or about October 31, 2020.

If the Employer can prove financial hardship as of a result of the change to the new plan due to maximum usage, a third party may be utilized to change the plan. The benchmark (base) will be the old plan and the contribution levels as of October 1, 2019.

At present, there are approximately eighty (80) employees. The usage levels that are potentially being budgeted for are fifty percent (50%) of all eligible employees doing maximum matching contributions.

If a third party is utilized, the Union will be entitled to the usage levels but not necessarily the financial information from the company, however the third party will be able to analyze all.

SCHEDULE "C"

OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS PLAN

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Major services: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit, doctor's referral required;
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of six hundred dollars (\$600.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).

- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,600.00 per month), per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC BENEFITS TEAM www.clac.ca	1-888-600-2522
CLAC RETIREMENT MEMBERCARE (Group RSP & Pension Plan)	1-800-210-0200
GREEN SHIELD CANADA (access through myclac.ca)	1-888-711-1119
MORNEAU SHEPPEL (EFAP) www.workhealthlife.com	1-844-880-9142

SCHEDULE “D”
CONSCIENTIOUS OBJECTOR STATUS

(This schedule does not form part of the collective 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.

LETTER OF UNDERSTANDING #1

BETWEEN:

PEDRE CONTRACTORS LTD.

(hereinafter referred to as “the Employer”)

AND:

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

(hereinafter referred to as “the Union”)

**RE: OLD PENSION/RSP PLAN - GRANDFATHERED FOR ELIGIBLE
EMPLOYEES**

The parties agree to grandfather eligible employees who wish to continue participation in the formerly offered Pension and Retirement Savings Plan, as laid out below:

16.02 Pension

- a) The Employer agrees to match two percent (2%) of gross wages to the CLAC Pension Plan (“Pension Plan”), governed by the CLAC Pension Plan Board of Trustees, for all employees with over five thousand (5000) hours total service with Pedre. The employee’s portion is an automatic deduction. Any employee not wishing to participate in the Pension Plan will be able to opt out by signing the form provided by the Union. Any employees returning to Pedre will have their previous hours of service count in their total hours, but will have to wait for a period of nine (9) months from the date of rehire to be eligible to participate.

- b) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594.
- c) The Employer agrees to deduct, by way of payroll deduction, voluntary employee pension contributions which are above and beyond those contributions specified in this Article. A request for such deductions shall be submitted to the Employer on a form provided by the Pension Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.
- d) Employer and employee voluntary contributions will be recorded separately on the remittance.
- e) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

RSP

- Upon completion of probation period: \$1.00 per hour.
- Following cumulative employment of 12,000 hours and six years of service: \$1.50 per hour.
- Following cumulative employment of 20,000 hours and ten years of service: \$1.75 per hour.

In addition to the above amounts, the Employer shall match employee RSP contributions up to a maximum of one dollar and fifty cents (\$1.50) per hour for those employees who have accumulated four thousand (4000) hours of employment. The Employer's matched contribution will not exceed two thousand dollars (\$2000.00) per employee per calendar year.

DATED in _____, BC, this ____ day of _____ 2020.

Signed on behalf of
PEDRE CONTRACTORS LTD.

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

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purposes only.

Original signed documents are held

Authorized Representative

on file at the Langley Member Centre.

representative

BENEFIT PLAN - FREQUENTLY ASKED QUESTIONS

1. When do my benefits start?

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

2. What must I do to enroll?

You must make sure that your completed enrolment form is mailed to the CLAC 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 your benefit start date was April 1, you would expect to see your package around May 15.

4. Why does it take this long?

This is the time required for your employer to send the information for the Benefits Team to process this information, and for your package to be prepared and mailed.

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

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

6. How do I make a claim?

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

7. Can my dentist submit claims directly?

Yes. Your dentist can submit your claims electronically.

8. Where do I get claim forms?

- *your union steward*
- *CLAC's website, www.clac.ca*
- *the nearest CLAC Member Centre*
- *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 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 at 1-888-600-2522 to make sure you receive one.

11. How do I make a disability claim?

You must contact the 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 Benefits Team 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. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call the CLAC Benefits Team for more information.

BC Medical Question

1. 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

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 . After logging in, click on the “View Retirement”.

Pension Plan Questions

1. What must I do to enrol in the Pension Plan?

Complete the application form and beneficiary form (included in your new employee package) and return both to the CLAC Retirement MemberCare centre.

2. Who should I call if I have questions?

Contact the CLAC Retirement MemberCare team by phone at 1.800.210.0200 or by email at retire@clac.ca

***For more information on your CLAC Retirement Plans, contact the CLAC Retirement team or log on to myCLAC at www.clac.ca .
After logging in, click on “View Retirement”.***