

COLLECTIVE AGREEMENT

BETWEEN:

REMPEL BROS. CONCRETE

and

CHALLENGE CONCRETE PUMPING,  
A Division of Lehigh Hanson Materials Limited.

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

AND

TEAMSTERS LOCAL UNION NO. 213

Duration: January 1, 2022 to December 31, 2025

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - BARGAINING AGENT RECOGNITION .....	1
ARTICLE 3 - EMPLOYER'S RIGHTS.....	1
ARTICLE 4 - UNION SECURITY .....	2
ARTICLE 5 - HOURS OF WORK AND SHIFTS .....	3
ARTICLE 6 - OVERTIME AND PREMIUM RATES .....	7
ARTICLE 7 - CLASSIFICATION HOURLY WAGE RATES .....	9
ARTICLE 8 - GENERAL HOLIDAYS.....	10
ARTICLE 9 - ANNUAL VACATIONS.....	11
ARTICLE 10 - SENIORITY.....	13
ARTICLE 11 - BANKING OF OVERTIME.....	16
ARTICLE 12 - GENERAL.....	17
ARTICLE 13 - INTERVIEWS, ACCIDENTS & DISCIPLINE .....	18
ARTICLE 14 - JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS.....	19
ARTICLE 15 - GRIEVANCE PROCEDURE AND ARBITRATION .....	24
ARTICLE 16 - EMPLOYEE RELATIONS COMMITTEE .....	25
ARTICLE 17 - BENEFITS AND PENSION PLANS.....	25
ARTICLE 18 - LIFE OF AGREEMENT AND RENEWAL .....	27
APPENDIX "A": WAGE SCHEDULES.....	28
APPENDIX "B": ALCOHOL AND DRUGS .....	29
LETTER OF UNDERSTANDING #1.....	30

## COLLECTIVE AGREEMENT

**BETWEEN:** REMPEL BROS. CONCRETE and CHALLENGE CONCRETE PUMPING  
A Division of Lehigh Hanson Materials Limited

(hereinafter called the "EMPLOYER")

PARTY OF THE FIRST PART

**AND:** INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115,  
of the City of Burnaby, Province of British Columbia;

- and -

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

(hereinafter collectively called the "UNION")

PARTIES OF THE SECOND PART

WITNESSETH:

That the Parties hereto agree as follows:

### **ARTICLE 1 - PURPOSE**

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

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

### **ARTICLE 2 - BARGAINING AGENT RECOGNITION**

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

### **ARTICLE 3 - EMPLOYER'S RIGHTS**

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

## ARTICLE 4 - UNION SECURITY

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

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

The Parties agree that in recognition of Local 213's agreement to not restrict Rempel employees from loading and/or working at any Ocean Plant that the language as contained herein at this Article 4.01 shall not be subject to renegotiation at any time in the future.

- 4.02 Each employee covered by this agreement shall, as a condition of employment and/or continued employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Employer shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Employer is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Employer in the event of subsequent proceedings being brought against the Employer for such discharge.
- 4.03 New Hire employees will be provided with Union Membership Cards and Death Benefit Cards when hired. The New Hire employees are responsible to return the cards to the appropriate Union in a timely manner.

Within seven (7) calendar days of the new employee's date of hire, the Employer shall send the contact information of each new employee to the appropriate Chief Shop Steward.

- 4.04 The Employer shall deduct such fees and dues as provided by the Union from the employee's next pay period in accordance with the Employer payroll deadline and submit said monies to the appropriate Union before the twenty-fifth (25th) day of the month in which said monies were deducted. The Union shall indemnify the Employer for such remissions and deductions when in accordance with Union instructions.

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

- 4.05 Upon receiving two (2) months' notice from the Union, by mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Employer for all such deductions and remissions when in accordance with Union instructions.
- 4.06 The Employer shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 4.03 above.
- 4.07 Posting of two (2) Union insignia on the driver's side vent window on Employer-owned trucks and equipment shall be permitted, subject to the size not exceeding nine (9) square inches.
- 4.08 Management shall only operate equipment, provide assistance to workers or work with tools in the case of an emergency, an unplanned operational event, occasionally providing customer service or where a member of the bargaining unit refuses to cross a picket line. In addition, Management may use tools or operate equipment for instructional or evaluation purposes.

#### **ARTICLE 5 - HOURS OF WORK AND SHIFTS**

- 5.01 (a) The standard work week for all employees who are Posted to any of the following classification: Mixer Drivers, employees operating Concrete Pumps, Plant Supervisors, MPO (Mixer Plant Operator), Loader Operators, and QC Technicians shall be defined as either:
- (i) eight (8) hours worked within eight (8) consecutive hours and shall be scheduled and worked in five (5) consecutive days of the week, Monday to Saturday, or
  - (ii) ten (10) hours worked within ten (10) consecutive hours and shall be scheduled and worked in four (4) days of the week, Monday to Saturday. Employees shall have a minimum of two (2) consecutive days off.
  - (iii) The above referenced shifts shall include regular days off each week and be subject to Article 14.12.
- (b) The standard work week for all employees who are Posted to any of the following classifications: Mechanics, Apprentices, Welders, Millwrights, Electricians, Trades Helpers, Q.C. Technicians, the Octa Bloc Coordinator, and labourers shall be defined as either:
- (i) eight (8) hours worked within eight and one half (8½) consecutive hours and shall be scheduled and worked in five (5) consecutive days of the week, Monday to Saturday or
  - (ii) ten (10) hours worked within ten and one half (10½) consecutive hours and shall be scheduled and worked in four (4) days of the week, Monday to Saturday. Employees shall have a minimum of two (2) consecutive days off.

- (iii) The above referenced shifts shall include regular days off each week and be subject to Article 14.12.
- (c) The standard work week for all Mixer Driver Floaters is defined as:
  - (i) eight (8) hours worked within eight (8) consecutive hours and shall be scheduled in accordance with Article 14.04 and worked in five (5) consecutive days of the week where possible Monday to Saturday.
  - (ii) The above referenced shift shall be subject to Article 14.12.
- (d) The standard work week for all un-Posted Plant and Operational Personnel employees shall be defined as:
  - (i) eight (8) hours worked within eight and one half (8½) consecutive hours and the employee shall be scheduled in order of seniority and worked in five (5) consecutive days of the week where possible, Monday to Saturday.
  - (ii) The above referenced shift shall be subject to Article 14.12.

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

- 5.02 Notification of availability for duty on a day off must be received by the Employer before 1000 hours on the business day prior.

It is understood and agreed that where an available Posted Mixer Driver works on their day off and works five (5) consecutive days in accordance with Article 5.01(a), the employee will not be required to complete their accepted weekly schedule.

- 5.03 When an employee reports for work at the request of the Employer at the Plant listed, they shall be paid as follows;
- (i) They shall be paid a "minimum" of the employee's regular daily shift either, eight (8) or ten (10) hours, at the appropriate rate of pay for reporting to work except where an employee reports to work for the purpose of a safety meeting, ER Committee meeting, Training session, Investigation and/or Disciplinary meeting. An employee reporting for work under any of the exceptions as listed herein shall receive a minimum of two (2) hours at the employee's rate of pay and paid hour for hour thereafter.
  - (ii) The other exception to an employee receiving the "minimum" as referenced in this Article shall be where an employee elects to leave before the regular shift end where work is available and the employee is able to complete the available work within the straight time hours of the employees shift. An employee who elects to leave work under these circumstances shall only be paid for hours worked. Article 5.05 shall apply in this circumstance.
  - (iii) Any employee who is called out to work shall be paid not less than eight (8) hours wages at straight time or applicable overtime. Except an employee may be sent home after four (4) hours is NSC hours limit is met. An employee will not be started if NSC eligibility is less than four (4) hours.

The Provisions of this Article (5.03) shall not apply in the case of any Plant shut down necessitated by conditions beyond the control of the Employer such as Acts of God and/or interruption of necessary services.

5.04 All employees shall be entitled to take rest breaks as follows:

All employees shall be entitled to two (2) breaks of fifteen (15) minutes duration for each full shift. One (1) in the first (1st) half of the shift and one (1) in the second (2nd) half of the shift. Employees shall be entitled to one (1) additional break of fifteen (15) minutes of duration after the tenth (10th) hour of work.

For Mixer Drivers: They are permitted to take such breaks after completion of the delivery or at a Company location. Mixer Drivers shall notify dispatch prior to commencement of a break. It is agreed and understood that Mixer Driver rest breaks shall not impede the normal delivery cycle.

If an employee does not notify dispatch for their entitled rest breaks during the shift the rest breaks shall be deemed to have been taken.

Employees will receive a meal allowance in accordance with Article 6.04.

5.05 Make-Up Shift

Where an employee has missed an aggregate equivalent of at least one (1) full shift during their standard work week the employee may waive their consecutive days of work in the week in order to obtain forty (40) straight time hours.

This Article shall not apply to the Mechanics, Apprentices, Welders, Millwrights, Electricians, Trades Helpers, Labourers, Q.C. Technicians and the Octa-Bloc Coordinator. On scheduled days off, an employee working in any of these classifications shall be paid overtime in accordance with Article 6. The Employer shall have the right to schedule, in accordance with Article 5.01 and by seniority on a weekly basis, the Q.C. and Labourer classifications.

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

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

5.07 Where an employee is required by the Employer to work in a higher paid classification, that employee shall be paid at the rate of the higher classification for a minimum of two (2) hours or for the actual time worked whichever is the greater for performing the duties of the higher classification.

- 5.08 An employee who is or could be receiving a greater rate of pay, is requested by the Employer and accepts an offer to work in a lower paid classification, that employee shall receive the greater rate of pay. In the event there are insufficient volunteers to perform the work, the work shall be assigned to the employee with the least amount of seniority that has the qualifications, skill, and ability. Assigned employees who are or who could be receiving a greater rate of pay shall receive the greater rate of pay for the entire shift.
- 5.09 Where an employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the employee arrives as directed and is then told to start at a later time instead, the employee shall be paid from the time the employee reported for work.
- 5.10 The day shall commence at 0000 (midnight) and end at 2359 hours.
- 5.11 A shift commencing on one (1) day and continuing into the next day shall be considered as work performed on the day on which the shift commences.
- 5.12 A minimum of twelve-hour notice shall be given to employees scheduled for a day shift commencing prior to 0500 hours. For all other day shifts, a start time schedule will be posted on the Company scheduling system by 6:00pm, Monday to Saturday.

Employees shall receive their start time for the days' work by no later than 0900 hours the day of work. Employees not scheduled to work shall be required to be available and contactable by phone until 0900 hours the following day. Any employee, who wishes to book off work or, not be contacted, must get prior approval from the Employer. No employee shall be required to work if contacted after 0900 hours. Any employee called in to work on Day Shift shall be paid from their scheduled start time or by 1000 hours whichever occurs first.

5.13 SHIFTS:

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

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

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

- 5.14 All employees shall not be started if the rest between shifts as recognized by any government regulation is not met. The employees start time shall then become the time that employee has completed the required rest between shifts.

If, after working a day shift, the employee is unable to commence their subsequent shift at their regular or seniority-based start time due to required time off between shifts, the employee shall receive credit back to their regular seniority-based start time for the



purposes of weekly overtime calculation and application of Article 6.07 when working the subsequent shift.

## **ARTICLE 6 - OVERTIME AND PREMIUM RATES**

### **6.01 OVERTIME:**

- (a) All employees working the eight (8) hour shift shall be paid time and one-half times (1 ½ x) their hourly rate of pay for the first (1st) two (2) hours worked in excess of this shift and two times (2x) their hourly rate of pay for all hours worked hereafter
- (b) All employees working the ten (10) hour shift shall be paid two times (2x) their hourly rate of pay for all hours worked in excess of this shift.
- (c) Employees called out after the completion of their shift shall be paid two times (2x) their hourly rate of pay for all hours worked.
- (d) Employees who are requested and agree to work on their authorized "Request Time Off (RTO)" day (such as a day off for a medical appointment) shall be paid two times (2x) their hourly rate of pay for all hours worked on the day.
- (e) Where Article 14.09 does not apply, all afternoon shifts worked by an employee shall receive the premium as referenced in Article 6.06. If, after working such shift, the employee is unable to commence their subsequent shift at their regular or seniority-based start time due to required time off between shifts, the employee shall be paid from their regular or seniority-based start time subsequent shift when working the subsequent shift.
- (f) Where Articles 14.09 and 6.05 do not apply, all graveyard shifts worked by an employee shall be at paid two times (2x) the employee's hourly rate of pay for the entire shift as referenced in Article 5.03.

6.02 For any employee who has worked greater than forty (40) straight time hours in a standard work week and/or an employee has received recognition for full shift(s) as referenced in Articles 5.14, 6.07, 8.03 or 14.10, the employee shall be paid two times (2x) the employee's hourly rate of pay for the entire shift as referenced in Article 5.03 for work accomplished on any additional days worked in the standard workweek, in addition to any other compensation the employee may be entitled to pursuant to Article 6.06.

Where a Posted employee misses a day of work in their standard work week and who is required to work their day off they shall be paid in accordance with this Article.

6.03 For work performed on Sunday and all observed General holidays named in Article 8.01, an employee shall be paid two times (2x) the rate of pay of the classification of work performed.

6.04 Employees who work beyond the eleventh hour of their shift shall receive a meal allowance of eighteen dollars (\$18.00).

6.05 For Day Shift work with an early start time at or after 0000 hours and prior to 0500 hours, all such hours worked by the employee shall be paid at double the regular rate of pay up and until the employee reaches the employees scheduled start time. The employee shall be paid straight time at the employee's classified rate of pay from their scheduled start

time for either eight (8) or ten (10) hours depending on the employee's scheduled shift. Any employee, who commences work at the start time of the employees scheduled straight time shift, shall receive recognition for the scheduled shift in accordance with Article 5.03. Where the employee works in excess of the employee's scheduled shift, the employee shall be paid in accordance with Article 6.01.

#### 6.06 PREMIUMS:

Employees shall be paid the following premiums:

- (a) For hours worked on the afternoon as referenced in Article 5.12, an employee shall receive an additional seventy-five cents (\$0.75) per hour.
- (b) For hours worked on the graveyard as referenced in Article 5.12, an employee shall receive an additional one dollar (\$1.00) per hour. This premium shall not be payable where an employee is paid overtime.
- (c) For all hours worked on Saturday an employee shall receive an additional one dollar (\$1.00) per hour. This premium shall not be payable where an employee is paid overtime for the Saturday.
- (d) Any employee appointed as a Trainer for each classification, shall receive an additional three dollars and fifty cents (\$3.50) per hour for all hours worked when conducting training.
- (e) Employees who are elected to the Safety/Employee Relations Committee shall receive an additional fifty cents (\$0.50) for all hours worked. The Parties agree the numbers elected shall be no more than eleven (11) persons each year.
- (f) Any employee appointed as a Leadhand driver trainer shall receive an additional three dollars (\$3.00) per hour when conducting training or evaluations.
- (f) Any employee appointed as a Leadhand in the trades shall receive an additional one dollar and fifty cents (\$1.50) per hour worked.
- (h) Any certified or uncertified Mechanic who possesses an inspection certificate for the Province of B.C. shall receive an additional one dollar (\$1.00) per hour worked.
- (i) The above premiums shall be paid for all hours worked including overtime hours, and the premium rate shall be included in the calculation of the overtime rate. Premiums shall also be paid for non-worked General Holidays for the Safety/ER committee, Leadhands in trades and those receiving the inspection premium.

6.07 Where the business needs permit, early off requests will be granted to employees who requested to waive overtime eligibility the prior Wednesday by 10:00am, and then on a case by case basis thereafter.

Daily end of shift overtime shall be offered on an overall seniority basis to Mixer Drivers available at the plant site at the time of assigning the load unless there is a risk of exceeding NSC hours of service for current or next shift or there are available employees yet to complete their regular day shift. The load offered will be to a driver in the yard and

ready to load. Drivers completing other duties or in the process of washout will not be considered in this selection. Drivers that have elected to waive overtime eligibility and do not complete the eight (8) hour guarantee shall receive a credit for the guarantee for the purposes of weekly overtime calculation.

## **ARTICLE 7 - CLASSIFICATION HOURLY WAGE RATES**

### **7.01 APPRENTICE:**

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

#### Existing Employees Apprenticeship Wage Scale

Year 1 – 80% of the Journeyperson Maintenance rate  
Year 2 – 85% of the Journeyperson Maintenance rate  
Year 3 – 90% of the Journeyperson Maintenance rate  
Year 4 – 95% of the Journeyperson Maintenance rate

Employees that are employed for a minimum of (2) calendar years and are awarded an apprenticeship posting shall have their wage rate of pay governed by the “Existing Employee Apprenticeship Wage Scale”.

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

- 7.02 In the event the Employer creates a new classification coming under the certification during the term of this Agreement, wage rates shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration, as described in Article 15 of this Collective Agreement.
- 7.03 When an apprentice is required to attend trade school, and a government assistance program(s) is available, the apprentice shall apply for the program(s). If the apprentice qualifies, the Employer shall pay the difference between the available assistance and the apprentice’s loss of regular wages. Where the apprentice does not qualify, the Employer shall pay the apprentice’s loss of regular wages. An apprentice’s wages shall be paid once for each school level, in accordance with Article 7.01. Course costs (Tuition and Books) will be reimbursed upon successful completion of the applicable level. Proof of completion of each level must be provided before reimbursement. Upon the granting of a trades certificate from an apprenticeship program the tuition and book costs shall be fully forgivable after two (2) further years of employment with the Employer subject to the repayment agreement as found within the Company Tuition Reimbursement Policy. Loss of recall rights will forgive any repayment commitment.

- 7.04 The Employer shall pay each employee every two (2) weeks on a Friday by electronic deposit, all wages due, up to and including the previous Saturday. Separate detailed statements showing all hours worked, rate of pay and an itemized list of deductions, shall be available in an electronic format to each employee each and every payday. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- 7.05 Where the employee terminates their employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee within forty-eight (48) hours from the date of termination.
- 7.06 Where the employee is terminated by the Employer, the Employer shall pay to the employee all wages and earned holiday pay, at the end of the next pay cycle after termination.

**ARTICLE 8 - GENERAL HOLIDAYS**

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

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

and all other Holidays which may hereafter be required to be observed under the Province of B.C. and such a new proclaimed holiday shall then eliminate one (1) of the existing non-proclaimed holidays.

- 8.02 Employees who are on the payroll for a minimum of thirty (30) calendar days shall receive their regular day's wages for each General Holiday provided:
  - (a) The full-time employee works their last available scheduled shift prior to and their first available scheduled shift after the General Holiday or,
  - (b) An employee works any part of a General Holiday.
  - (c) Employees will not qualify for General Holiday pay if the employee is on WorkSafe BC time loss benefits, ICBC or disability coverage at the time of the General Holiday(s).
  - (d) In accordance with Article 9, employees on annual vacation shall receive their regular day's wages and/or time off for each General Holiday.
- 8.03 For those employees who do not work a General Holiday, it is understood that a General Holiday shall be deemed to be a day worked during the standard work week as defined in Article 5.01. The standard work week shall be reduced by an employee's regular daily shift, either eight (8), ten (10) hours for each General Holiday in the week. Article 6.01 shall apply for all hours worked in excess of the standard work week.

- 8.04 (a) In addition to the annual vacation described in Article 9.03, employees shall be entitled to schedule unpaid time off on a Saturday adjacent to a general holiday three (3) times per year. Scheduling of this time off shall be done in the same manner as Articles 9.04 and 9.05.
- (b) All employees shall be entitled to schedule unpaid time off on Christmas Eve. This time off must be requested by December 1<sup>st</sup>. Employees may choose to work on Christmas Eve day at applicable regular rates for that day.

## **ARTICLE 9 - ANNUAL VACATIONS**

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

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

- (f) Effective date of ratification, employees during their twenty-sixth (26th) year or greater of continuous service on their anniversary date shall receive and take a vacation of six (6) weeks in that calendar year. Vacation pay shall accrue at the rate of twelve percent (12%) of gross earnings in each year.

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

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

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

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

- 9.04 The Employer will set by November 1st of each and every year, the maximum numbers of employees off on an annual vacation at any one (1) time for the following vacation Year.

The basis of the calculation for the maximum number of Drivers off on annual vacation shall be thirteen percent (13%), "rounded up" to the nearest whole number, of the total number of Drivers employed as of November 1st of that year.

The Employer shall determine the number of employees off at any Plant or for any Work group.

The Employer will then allot annual vacation time as follows:

- (a) Drivers – on an overall seniority basis
- (b) For all other employees – on a work group basis

- 9.05 The period for employees to make their vacation request will be from November 2nd to November 30th of each and every year. Only written vacation requests will be accepted. The Employer shall approve the individual vacation requests by seniority, work groups, and relief coverage. By December 15th of each and every year, Management will review the vacation requests and identify the conflicts, and then such conflicts will be resolved by Management.

The Employer will post the final vacation schedule on December 30th of each and every year. The period of time taken by an employee for annual vacation shall be scheduled in accordance with the employee's regular work week and regular days off.

No employee shall request and the Employer shall not allow any employee to work during their confirmed scheduled annual vacation period at any time.

All vacation requests received on or after December 1st will be granted on a first-come first-served basis as follows;

- (a) Drivers – on an overall seniority basis
  - (b) For all other employees – on a work group/relief seniority basis.
- 9.06 During the period commencing from June 1st through to August 31st, any vacation taken during this period will ordinarily be to a maximum of two (2) weeks per employee. Employees entitled to three (3), four (4), five (5), or six (6) weeks' vacation as per the above, shall take no more than two (2) consecutive weeks during June, July and August unless the Drivers/work group's allocation is not used. The minimum vacation block shall be one (1) week consisting of a Sunday to Saturday schedule.
- 9.07 When a General Holiday falls in the employees approved vacation week, then by mutual agreement by the Employer and employee, the last day normally worked the preceding week or the first day normally worked the following week shall be observed as a vacation day. Where the employee elects to forgo this vacation day and work, the employee shall be paid at their straight time rate for that day. This day's pay shall not be used to attract overtime or other premiums.
- 9.08 Any employee wishing to change their vacation request after December 15th of any year may do so on a first-come first-serve basis, subject to availability and mutual agreement between the Employer and employees.
- 9.09 When vacation time is approved and taken, the vacation pay associated with the time taken will automatically be paid on a regular pay advice to the employee in the pay period in which the time was taken, and not as a separate payment. Any outstanding accrued vacation pay from the previous vacation year remaining, as of December 15th of the current year, will be paid out automatically on the following pay period on their regular pay advice. Employees must use their outstanding vacation from the previous year by March 1st of the following year.
- In the first (1st) week of December of each year the Employer will review all outstanding non-scheduled vacation and require the employee to submit their request for vacation time off by December 31st of the year, or the Employer may schedule the outstanding vacation as time off to be taken before March 1st of the subsequent year at its discretion.
- 9.10 The term "gross earnings" as used for the calculation of vacation pay, as described within this Collective Agreement, shall include all earnings in the entitlement years described above, except safety equipment allowances and meal allowances but include annual vacation pay which the employee received during the entitlement year.

## **ARTICLE 10 - SENIORITY**

- 10.01 (a) All employees shall serve a probationary period of ninety (90) Calendar days. A probationary employee who is found by the Employer to be unsuitable may be dismissed with written reasons provided during this period.
- (b) A probationary employee shall not exercise seniority rights during the "probationary period". Upon successful completion of the probationary period, the employee's seniority shall date from the first (1st) day of paid work.

10.02 There shall be two (2) "Area" seniority lists identified as the "Valley" and "Metro".

The "Valley Area" Zone includes all work occurring within the territory to the east of Pitt Meadows on the north side of the Fraser River and Langley City and Township and all territory to the east on the south side of the Fraser River. This work will be dispatched from, and serviced by, "Valley Area" Plant personnel in accordance with Article 14.04.

The "Metro Area" Zone includes all work occurring within the territory to the west of Maple Ridge on the north side of the Fraser River, Lulu Island, Sea Island, Mitchell Island, Annacis Island, Delta and Point Roberts, WA. This work will be dispatched from, and serviced by, "Metro Area" Plant personnel in accordance with Article 14.04. Pitt Meadows will be in the Metro Area

The City of Surrey and City of White Rock are identified as a "Flex" zone in which dispatching shall be applied based upon the time of day, as follows:

Before 10:00 A.M.

- (i) All territory to the north of 88<sup>th</sup> Avenue and West of 152<sup>nd</sup> Street in the City of Surrey will be considered as an extension of the "Metro Area". This territory shall be dispatched from the serviced by "Metro Area" plant personnel in accordance with Article 14.04.
- (ii) All remaining territory within the City of Surrey and City of White Rock shall be dispatched from and serviced by both the "Valley Area" and "Metro Area" plant personnel in accordance with Article 14.04.

After 10:00 A.M.

- (i) All territory within the City of Surrey and the City of White Rock shall be dispatched from and serviced by both the "Metro Area" and "Valley Area" plant personnel in accordance with Article 14.04.

The "Valley Area" Plants are currently identified as Abbotsford, Chilliwack, Langley and Maple Ridge.

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

Seniority lists shall be Posted by the Employer on the bulletin board, semi-annually. The Chief Shop Stewards and the Union Representatives shall also be supplied, semi-annually, with a seniority list.

10.03 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority, subject to qualifications, skill and ability and Article 14.07 shall apply.

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



- 10.05 An employee who has been laid-off and fails to return to work within forty-eight (48) hours after receiving written notice to return at the address provided to the Employer shall lose their seniority and shall be terminated. It shall be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where the employee may be contacted.
- 10.06 An employee whose lay-off exceeds twelve (12) months shall lose their seniority and be terminated. An employee, who has been terminated in this manner, shall have all monies owing paid to them and the employee shall be supplied with a Record of Employment (if not done previously).
- 10.07 Seniority shall continue when an employee is off work due to any non-occupational medically documented injury for up to four (4) years from the onset of the claims acceptance. If the employee returns to work prior to the four (4) year time limit then they shall retain their last Posted position accepted by the employee. Employees whose absence exceeds four (4) years shall lose their seniority and shall be terminated.
- 10.08 When an employee incurs a compensable injury and/or illness as covered by WorkSafe BC the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.
- 10.09 The employee must inform the Employer of their clearance to return to work from either an occupational or non-occupational sickness or accident as soon as possible but no later than 0800 hours the next business day subject to Article 14.07.
- 10.10 Employees returning to work after an absence and/or illness of six (6) calendar days or longer, or after repeated absences for illness shall, upon request by the Employer, provide to the Employer, a medical certificate completed by a licensed medical practitioner or a Doctor establishing that the employee is fit for work. All costs associated with the Employers request for a medical certificate will be reimbursed where receipts are provided, subject to Article 10.13.

In circumstances when an employee is requesting a modified work schedule and/or modified duties the employee will be required to provide acceptable documentation including completion of company forms at the time and cost of the employee.

In circumstances when an employee is requesting a paid sick day under the terms of the BC ESA Paid sick day regulation the employee may be required to provide acceptable documentation at the cost of the employee.

**10.11 BEREAVEMENT LEAVE:**

When a death occurs to a member of an employee's immediate family, the employee shall be granted, upon request, up to three (3) paid day's leave of absence. An employee shall be compensated at their regular days straight time pay for actual day(s) lost from their standard work week. Members of the employee's immediate family are defined as the employee's spouse including a same sex spouse, mother, father, step parents, son, daughter, step children, brother and sister, grandparents, grand children and parents-in-law. Any persons will be included as "immediate family" if they reside with the employee as if a member of the employee's family. An exchange student residing with the employee's family would be considered "immediate family".

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

An employee may be granted up to an additional seven (7) calendar days' unpaid Bereavement leave upon request which shall be contiguous with the paid leave. As well the employee may be granted unpaid bereavement leave for relatives or dependents other than those described above and shall be at the discretion of the employer.

#### 10.12 JURY DUTY/CROWN WITNESS ATTENDANCE:

Any employee required to serve on a jury or is subpoenaed as a crown witness must inform the Employer as soon as practical once they are made aware. All monies received by way of payment for these duties except for meals, parking, and transportation, are payable to the Employer. Upon presentation of documentation, the Employer will pay up to their standard work shift at their normal straight time wage rate for each full day spent on such duty and this shall not exceed forty (40) hours in any week. The maximum payment for these duties by the Employer will not exceed eighty (80) hours in any twelve (12) month period. The Employer will not pay for any other duty expenses such as meals, parking, transportation or day care. The employee will make themselves available for work on any duty day they are not required for full attendance.

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

- (a) one hundred percent (100%) of the costs of any Employer required G.R.T.W. form, up to a maximum of seventy-five dollars (\$75.00) including tax per occurrence.
- (b) Where an employee is required to have a medical certificate and/or form completed by a physician for a government required commercial drivers' exam, the Employer shall pay up to one hundred and fifty dollars (\$150.00) including tax.
- (c) The Employer will reimburse to each employee, the full cost to renew their driver's license or any other certifications required to perform their job. Pre-approval from Management must be given prior to obtaining the certification.

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

### **ARTICLE 11 - BANKING OF OVERTIME**

#### 11.01 Employees may bank overtime hours and can withdraw their banked earnings anytime in writing or use the time-off equivalent in the period November to the end of March subject to business demands. However, requests during other periods may be considered by the Employer. Withdrawal of funds by an employee shall be done electronically by utilizing the "Kronos" system. The employee is responsible for designating overtime as bank time by the end of their work shift. The employee can bank a maximum of two hundred and eighty (280) hours (straight time equivalent) and any time used must be in a minimum eight (8) hour equivalent. All normal payroll deductions apply whether withdrawn as money or in time. Payroll will administer bank time on a money basis.

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

## **ARTICLE 12 - GENERAL**

- 12.01 The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances without first obtaining the permission of Management. Stewards attending such duties, with permission of Management, shall not suffer any loss of pay.
- 12.02 The Union has the right to appoint a Negotiating Committee. A maximum of four (4) employees, comprised of a maximum of two (2) employees from each Local Union, may be appointed to the committee. Straight – time wages will be paid by the Employer and the wages/pension remittances shall be reimbursed by the respective Union to the Employer.
- 12.03 The Employer shall allow time off work, without pay, to any person who is serving as a Union Representatives to any Conference, Committee or for Union training, provided all requests for time off are reasonable and do not interfere with the operations of the Employer. There shall be no more than two (2) employees, for such Conference, Committee or training, off at any one (1) time.
- 12.04 The Employer will provide lockable clear glass enclosed Union/Employer notice boards at all locations. The boards will be in a visible area accessible by employees.
- 12.05 Representatives of the Union, after notifying the Employer a minimum of four (4) hours in advance, shall have access to the Employer's premises, during working hours, to carry out the business of the Union in respect to the operation of this Agreement so long as it does not interfere with the Employers operation. All those attending on site must wear appropriate PPE.
- 12.06 The Employer shall supply, maintain and launder coveralls and issue Gloves will be issued to all employees, as per current practices.
- 12.07 An employee who has successfully completed their probationary period and then purchases custom earplugs shall be reimbursed fifty percent (50%) of the cost upon presentation of a receipt. Five (5) years must pass from the previous purchase of custom earplugs before the Employer will again reimburse fifty percent (50%) of the cost of additional custom earplugs upon presentation of a receipt.
- 12.08 Effective January 1<sup>st</sup>, 2023, all employees required to wear CSA approved safety related equipment, shall receive two hundred and fifty dollars (\$250.00) per calendar year that will be deposited into the employees' account during the second pay period in January to all active employees. All Concrete Pump Operators, Labourers, Loader Operators, the Octa Bloc coordinator and Trades shall receive an additional one hundred and fifty (\$150.00) dollar per calendar year. Current language will be maintained for 2022.

#### 12.09 TOOL INSURANCE:

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

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

#### 12.10 TOOL ALLOWANCE:

- (a) All mechanics, welders, and apprentices shall receive a tool allowance (from the Employer) of six hundred and fifty dollars (\$650.00) per calendar year. Effective in 2023.
- (b) The amount will be payable on application, after October 1<sup>st</sup> of the calendar year, upon proof that the employee has all required tools from an agreed list.
- (c) The above employees shall be employed for six (6) months before being entitled to such allowance.

### **ARTICLE 13 - INTERVIEWS, ACCIDENTS & DISCIPLINE**

13.01 Whenever an employee is required to attend a meeting that does give rise to discipline, a Shop Steward of the employee's choice must be in attendance. In the event the Shop Steward of the employees choosing cannot be located and/or attend without disruption to the operation of the workplace, the meeting will not take place until an alternative Shop Steward can be located.

13.02 If any discipline is to be put into an employee's personnel file, a copy of the discipline will be given to the employee and a copy to the union within thirty (30) days of the event giving rise to the discipline; otherwise, it will be null and void. The parties may request an extension to time limits in writing. No reasonable request will be denied.

13.03 All disciplinary action may be subject to the grievance and arbitration procedure.

13.04 In any instance where an employee incurs a levy, fine and/or an assessment and is required to pay the levy, fine or assessment, at the employees request, shall be allowed prior to the remittance of the applicable amounts, the opportunity to have a meeting with the Employer to determine liability.

13.05 A disciplinary document in an employee's file will be considered active for reference purposes for up to two (2) calendar years. The exception is a suspension which will remain active for thirty-two (32) months.

13.06 The Employer shall have the right to terminate an employee for just cause. The Employer shall submit reasons for termination of an employee in writing to the employee and to the Union. Where an employee is terminated the grievance procedure may commence at Article 15.01(c).

#### **ARTICLE 14 - JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS**

14.01 Posted Mixer Driver and Pump Operator positions shall be subject to an annual posting procedure as determined by the Employer and reviewed by the Chief Shop Steward or designate of each Union. The review will be on or prior to November 30<sup>th</sup> and each year thereafter for the positions available at each Plant in each Area (Valley and Metro) and the days of the week schedule as referenced in Article 5.01.

The Employer shall send out a memo to each and every Plant location by the middle of December in each and every year.

The memo will identify the number of Posted Mixer Drivers and postings for the positions available at Plants in each Area (Valley and Metro), the Plant and days of the week schedule.

The number of postings and the day of the week schedule shall be offered in accordance with Article 5.01 and arrived at and based on the following:

- (i) The minimum number of available posted Mixer Driver positions shall be no less than seventy percent (70%) of the total number of licensed mixer trucks available to Rempel Bros. Concrete on an ongoing basis.
- (ii) The number of Mixer Drivers Monday to Friday Postings shall be no less than fifty-five (55) drivers or seventy percent (70%) of the total available Mixer Driver Postings, the number of which, shall be rounded up to the nearest whole number. The days off for this Posting shall be Saturday and Sunday subject to Article 15.12.
- (iii) The remainder of Mixer Drivers Postings shall be a Tuesday to Saturday weekly schedule. The days off for this Posting shall be Sunday and Monday subject to Article 15.12.

The Employer will contact employees, in order of seniority, from the Mixer Driver group to fill these Posted Mixer Driver positions. When contacted by the Employer, employees shall be allowed up to half a day to decide on their acceptance of a Posted position and indicate their plant preference.

The remaining Mixer Drivers shall be assigned to the Mixer Driver Floater group in order of seniority. These positions shall take effect the first (1st) Monday of every February.

On or about October 15<sup>th</sup> of each and every calendar year, employees who have secured a Mixer Driver Posting shall be afforded the option to complete and submit an "Alternate Plant Preference Form". The "Alternate Plant Preference Form" shall cover the period commencing November 1<sup>st</sup> of each and every year to April 30<sup>th</sup> of the following year. The Form identifies the Plant located in the other Area which the employee agrees to be available for on days where a shortage of work occurs in their Posted Area. Posted Mixer

Drivers having submitted this form shall be dispatched in accordance with Article 14.04 and will report for duty at the Plant in the Other Area.

- 14.02 Posted Pump Operator positions shall be subject to an annual transfer procedure determined by the Employer. The Employer shall send out a memo to each Plant location by the middle of December in each and every year. The memo will cover the specific details of the number of Posted Pump Operator positions at each plant location. The specific posting shall include the Plant and the hours of work schedule as referenced in Article 5.01(a). The Employer will contact all Pump Operators and qualified relief pump operators in order of seniority to fill these Posted Pump Operator positions. When contacted by the Employer, Pump Operators and then qualified relief pump operators shall be allowed up to half a day to decide on their acceptance of the Posted position. Any current pump operator who wishes the Employer to consider them for a Mixer Driver position must inform their immediate supervisor of this request prior to the start of the annual transfer procedure. These positions shall take effect the first (1st) Monday of every February. The remaining unassigned pump operators shall then be placed according to their seniority to the Mixer Driver group. Any employee, who is awarded a Pump Operators position at any time other than the annual transfer period referenced herein, shall be viewed as the least senior Pump Operator for the purpose of daily call out subject to Article 14.04.

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

- 14.03 It is agreed by the Parties that the current incumbents in their respective positions as a Mechanic, Mechanic Foreperson, Apprentice, Welder, Millwright, Electrician, Trades Helper, Loader Operator, QC Technician, Octa Bloc Coordinator and Labourers shall be deemed to be "Posted" in those positions.

14.04 MIXER DRIVER SCHEDULING:

All straight time shifts, including Make-Up Shifts as referenced at Article 5.05, shall be scheduled on an "Area" basis in order of overall seniority from each of these groups and by following this order;

- i) From available Posted Mixer drivers in the Affected Area
- ii) From available drivers in the Mixer Driver Floater group and from any available Posted Mixer Driver who has a submitted 'Alternate Plant Preference Form' currently in effect. This group shall be 'Dovetailed' on an overall seniority for the purposes of their daily call-out.
- iii) From available Posted Mixer drivers in the Other Area

Thereafter, if after exhausting the above referenced procedure the Employer requires additional Mixer Drivers to cover available shifts, the work shall then be offered in order of overall Seniority (non-Area specific) to available qualified Mixer Drivers. Those Mixer Drivers who have not achieved forty (40) hours in the calendar week and remain ineligible for a Make-up Shift pursuant to Article 5.05 or for those Mixer Drivers who have met all the minimums with respect to weekly overtime as referenced in Article 5.03 (iii), shall be scheduled an available shift in order of their overall seniority.

Where the Employer has determined a requirement to use Union outside sources and/or scheduled qualified employees in accordance to Article 14.10, the Employer may first offer the overtime shift to qualified employees regardless of overtime eligibility.

Where all shifts offered have been declined, the Employer shall have the right to use outside sources to accomplish any work remaining, on a last-on site, first-off site basis.

Start times will be specific to individual plants. In circumstances where Mixer Drivers are dispatched with un-laden equipment to work at other Employer locations, start times shall be adjusted backward where necessary at the other location to reflect a 'dovetailed' seniority list inclusive of all affected Mixer Drivers at those locations.

End of shift overtime shall be offered to available Mixer Drivers in accordance with Article 6.07.

Weekly overtime shall be offered to available Mixer Drivers in order of overall (non - Area specific) seniority and the employee shall be paid in accordance with Article 6.02.

### **Area Boundary Crossing and Affected Border Locations**

Affected Border Locations are identified as Coquitlam/Surrey in the Metro Area and Langley/Maple Ridge in the Valley Area. In cases of large concrete pours or special projects, all Area Locations servicing such sites will additionally be considered as Affected Border Locations.

The following shall apply where Area boundary crossing (excluding Flex Zone as defined in Article 10.02) is realized;

- (i) No crossing into the other Area shall occur unless all Mixer Drivers are "Scheduled" to work in the other Area.
- (ii) Start Times will not be earlier for Mixer Drivers Posted at Plant Locations to be crossing into the other Area than start times for Mixer Drivers Posted at Affected Border Locations in the other Area.
- (iii) Start times can and may be later at all other Area Plant Locations other than the "Affected Border Location(s)", than the start times at the Plant Locations crossing into the other Area.

### **Flex Zone**

For Mixer Drivers dispatched to the Flex Zone as defined in Article 10.02, start times will be administered as follows:

- (i) Mixer Drivers from the Surrey Plant (Metro Area) and Langley Plant (Valley Area) locations may service the Flex Zone in order of Overall Seniority. For purposes of Mixer Driver start times to service the Flex Zone, both locations will be considered as a combined individual plant.
- (ii) Mixer Drivers from all other Metro or Valley locations may serve the Flex Zone on a 'Dovetailed' Overall Seniority start time basis, excluding additional travel time to the Flex Zone, with the Surrey/Langley single combined individual plant as described above in (i).

- (iii) After 1200 noon on any day all locations may be dispatched to the Flex Zone.

#### 14.05 PUMP OPERATOR SCHEDULING:

Upon review of customer orders/demands and taking into consideration the size of the pump required, the location of the worksite and the qualifications, skills and ability of the Pump Operator, all straight time shifts including make-up shifts as referenced in Article 5.05, shall be scheduled, in order of seniority and qualifications, in the following manner;

Posted Pump Operators including those eligible for a make-up shift as referenced in Article 5.05, then to posted Pump Operators where work/equipment is not available at their posted site, then to qualified available relief operators of Pumps and Part-time Operators of Pumps.

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

Where the Employer has exhausted the overtime procedure as referenced herein, the Employer shall have the right to schedule qualified employees in accordance with Article 14.11.

It is agreed and understood that Posted Pump Operators may, upon receiving prior approval from the Employer, give up one (1) working shift in their standard work week.

#### 14.06 PLANT AND OTHER OPERATION PERSONNEL:

Straight time shifts including make-up shifts as referenced in Article 5.05, will be scheduled so as to utilize all qualified employees in the "Plant Operation" work group before utilizing employees from other work groups.

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

Overtime shifts shall be offered to all employees in the "Plant Operation" work group based on overall seniority and subject to qualifications, skills and abilities.

Where the Employer has exhausted the overtime procedure as referenced herein, the Employer shall have the right to schedule qualified employees in accordance with Article 14.10.

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

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



- 14.08 The Employer agrees to post vacancies including any additional vacancies such as are referenced in Articles 14.01 and 14.02.

A job vacancy shall be a position within the Bargaining Unit that requires an employee to work on a continuing basis.

All postings shall include the following business requirements; the classification, the classification rate of pay, the Plant (if applicable), the start time of the shift (if applicable), the hours of the shift and the days of the week.

Seniority shall be the governing factor in fulfilling job vacancies providing the factors of qualifications, skill and ability are relatively equal amongst those who have applied.

The "postings" shall be Posted for seven (7) calendar days.

Where an employee is off work due to accident, illness, vacation, and/or any other absence at the time of these postings, the affected employee shall, upon return from the employees absence, be given up to seven (7) calendar days to apply for any posting put up in the employees absence.

The Employer shall give seven (7) calendar days' notice to cancel a posting and Article 14.07 shall apply in these circumstances.

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

The Employer agrees that where any Posted employee permanently vacates their posting that the vacated position will be Posted in accordance with this Article.

14.09 SHIFTS:

For scheduling purposes, afternoon, graveyard and special work shifts that continue for more than three (3) consecutive business days shall be Posted in the appropriate area. Qualified employees from the area shall be given, in order of seniority, the first opportunity to fill this shift work followed by floaters for driving work only, then other qualified employees. In the event there are insufficient qualified volunteers then the Employer shall have the right to schedule employees to cover the shift in reverse seniority order within the classification. The Employer must confirm contact with the employee that is required to work.

- 14.10 It is understood that in the event there are insufficient volunteers for an overtime shift, the Employer has the right to schedule employees that volunteer from outside sources and then has the right to schedule employees to cover the shift in reverse classification seniority order.

Notification of the employee of the potential requirement for any employee to be available for any overtime shift shall occur on the second (2nd) business day prior to the overtime shift. Employees receiving such notification shall be required to respond to confirm their start time for the overtime shift on the business day prior to the overtime shift.

Where an employee is requested to be available for an overtime shift by the Employer and the Employer does not contact the employee directly and cancels the work by 0730 hours the day of the overtime shift the employee shall be paid for four (4) hours at two times (2x) the employee's rate of pay.

- 14.11 When filling a vacancy for a Lead hand or Trainer, the Employer may decide to appoint the candidate.

## **ARTICLE 15 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 15.01 The procedure for resolving differences between the Parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:

- (a) The immediate supervisor and the employee should first meet to resolve any differences.
- (b) Should (a) not occur or be successful then a verbal discussion between management's supervisor, Shop Steward, and employee shall take place to resolve any differences prior to any written grievance procedure.
- (c) An employee shall file their grievance in writing within ten (10) calendar days of becoming aware of the issue. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the Parties), the grievance shall be deemed to be abandoned.
- (d) If the issue is not resolved at Step (c), the employee's Manager, the employee and Shop Steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) calendar days of its being filed, the grievance will be referred to the Union Business Representative and to the Labour Relations Manager.
- (e) The Labour Relations Manager, or their designate in the event of being absent, and a representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within fourteen (14) calendar days of its being referred to the Union Business Representative and Labour Relations Manager, it shall be deemed that the grievance procedure has been exhausted.
- (f) Where an employee has been terminated the grievance procedure will commence at step (e).
- (g) Either Party must refer the matter to arbitration within thirty (30) calendar days, failing which the grievance will have been deemed to be abandoned.

- 15.02 Where the parties proceed to arbitration a single Arbitrator will be selected to resolve the dispute. If the Union and the Employer are unable to agree on a single Arbitrator, the Chair of the Labour Relations Board will be asked to appoint one. The Arbitrator so agreed or appointed will meet jointly with both Parties as quickly as practical to hear the dispute, and each Party may present evidence and make both written and oral presentations. The decision of the Arbitrator will be final and binding on both parties.

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

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

- 15.04 Each Party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the Parties.
- 15.05 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Employer, that the Arbitrator shall be requested to hand down a decision within ten (10) calendar days, or as soon thereafter as may conveniently be arranged.
- 15.06 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this Article.

#### **ARTICLE 16 - EMPLOYEE RELATIONS COMMITTEE**

- 16.01 In order to further the aims of the enterprise, the Parties agree to schedule meetings monthly or as required during the life of this Agreement. The meeting shall serve as a forum for discussion about subjects not covered by the Collective Agreement.
- 16.02 The Employer and the Union will have representatives on the Committee. The maximum number of the Union employees elected yearly to the committee will be no more than eleven (11) people. The Minutes are a record of the business for each meeting, and a copy shall be sent to the Union's office.
- 16.03 A Committee member attending the Committee meeting during regular working hours shall be entitled to their regular hourly rate of pay. If a committee member is required to attend a Committee meeting which is outside of their regular working hours, the committee member shall be paid at the appropriate overtime rate consistent with Article 6:01.

#### **ARTICLE 17 - BENEFITS AND PENSION PLANS**

- 17.01 The Employer agrees to maintain an Employer Benefit Plan. The Employer agrees to pay the cost of the Employer Benefit Plan, except for voluntary coverage or upgrades elected by the employee. The plan will be reviewed annually, and the total cost will not exceed more than a three percent (3%) increase year over year (January 1<sup>st</sup>). If the plan has an increase greater than three percent (3%) then the Company will provide three (3) modification choices to maintain the plan cost at no more than the previous year plus three percent (3%).
- (a) New employees shall receive coverage effective the first (1st) of the month following thirty (30) days of service. Part time employees shall not be covered in any manner for health benefits. Employees must complete the application process within thirty (30) calendar days from their eligibility date or their coverage will

default to the Employer – paid benefits for the employee only until the next open enrolment period, as per the Plan document.

- (b) Any active employee who has completed their probationary period shall be given a two hundred (200) hour bank and renewable at the beginning of each calendar year to be used to supplement a monthly hours shortage. A minimum of one hundred (100) hours/month are needed in order to secure health benefits. The two hundred (200) hour bank has no exchange value to the employee and is only used by the Employer to administer the health benefits plan by topping-up a shortage when hours in any given month are less than one hundred (100) hours or to cover a layoff period. Any unused amount in this hour bank cannot be rolled into the following year.
- (c) If an employee does not have enough hours (time worked, vacation or other paid hours but not including the withdrawal of BOT) plus hours in this bank to reach one hundred (100) hours in any given month, the Employer shall deduct the pro-rated Employer cost from the employees following month's earnings. If there are no earnings the following month, the employee will be required to pay out of pocket the required pro-rated Employer cost for the negative hours for health plan coverage.

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

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

17.02 The Employer currently makes contributions at the rate of five dollars (\$5.00) per hour for hours including vacation pay and General Holidays which are payable hereafter to each employee within the bargaining unit, within this Agreement, to the respective Union Pension Plan of the organization that represents the employee.

All remittances shall be forwarded to the respective Union Pension Plan of the organization that represents the employee. It is understood that in calculating Pension contributions for overtime hours, the Employer shall contribute for actual hours worked only.

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

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

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

**ARTICLE 18 - LIFE OF AGREEMENT AND RENEWAL**

18.01 This Agreement shall become effective as of the first (1st) day of January, 2022 and shall remain in full force and effect until the thirty-first (31st) day of December, 2025 and each succeeding first (1st) day of January thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new Collective Agreement to supersede this Collective Agreement within the four (4) month period prior to the thirty-first (31st) day of December, 2025 or the thirty-first (31st) day of December in any year thereafter.

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

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

18.04 If one (1) Party serves notice on the other Party to commence negotiations for a new Collective Agreement then the other party will be prepared to commence bargaining within twenty-one (21) calendar days. The time period may be extended by mutual consent.

**18.05 STRIKES AND LOCKOUTS:**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

REMPPEL BROS CONCRETE

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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

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

TEAMSTERS LOCAL UNION NO. 213

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

**APPENDIX "A": WAGE SCHEDULES**

<b>TRADES Annual Wage Increases</b>	<b>Jan. 1, 2022</b>	<b>Sept. 1, 2022</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>
Mechanic Foreperson	\$45.50	\$46.75	\$48.15	\$49.59	\$50.58
Millwright Foreperson	\$45.50	\$46.75	\$48.15	\$49.59	\$50.58
Electrician Certified	\$44.30	\$45.55	\$46.92	\$48.33	\$49.30
Millwright TQ	\$44.30	\$45.55	\$46.92	\$48.33	\$49.30
Mechanic TQ	\$44.30	\$45.55	\$46.92	\$48.33	\$49.30
Millwright Uncertified	\$42.80	\$44.00	\$45.32	\$46.68	\$47.61
Welder TQ	\$42.50	\$43.65	\$44.96	\$46.31	\$47.24
Mechanic Uncertified	\$41.80	\$42.95	\$44.24	\$45.57	\$46.48
Welder Uncertified	\$41.10	\$42.25	\$43.52	\$44.83	\$45.73
Trades Helper	\$34.25	\$35.25	\$36.31	\$37.40	\$38.15
<b>PRODUCT QUALITY</b>	<b>Jan. 1, 2022</b>	<b>Sept. 1, 2022</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>
QC Technician Certified	\$39.50	\$40.60	\$41.82	\$43.07	\$43.93
Octa Bloc Coordinator	\$38.00	\$39.05	\$40.22	\$41.43	\$42.26
QC Technician	\$38.95	\$40.05	\$41.25	\$42.49	\$43.34
QC Technician Trainee	\$33.85	\$34.75	\$35.79	\$36.86	\$37.60
<b>PUMP OPERATORS</b>	<b>Jan. 1, 2022</b>	<b>Sept. 1, 2022</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>
Pump Operator Full Rate	\$42.30	\$43.45	\$44.75	\$46.09	\$47.01
Pump Operator Trainee	\$38.00	\$39.05	\$40.22	\$41.43	\$42.26
<b>MIXER DRIVER</b>	<b>Jan. 1, 2022</b>	<b>Sept. 1, 2022</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>
Mixer Driver Full Rate	\$39.20	\$40.25	\$41.46	\$42.70	\$43.55
Mixer Driver 750 – 1000 hrs	\$37.20	\$38.25	\$39.40	\$40.58	\$41.39
Mixer Driver 500 – 750 hrs.	\$35.25	\$36.20	\$37.29	\$38.41	\$39.18
Mixer Driver 0 – 500 hrs.	\$35.00	\$35.80	\$36.87	\$37.98	\$38.74
Mixer Driver Part - Time	\$35.25	\$36.20	\$37.29	\$38.41	\$39.18
Mixer Driver Trainee	\$25.70	\$26.40	\$27.19	\$28.01	\$28.57
<b>PLANT OPERATIONS</b>	<b>Jan. 1, 2022</b>	<b>Sept. 1, 2022</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>
Mixer Plant Operator	\$41.60	\$42.75	\$44.03	\$45.35	\$46.26
MPO Trainee 0 – 240 hrs.	\$38.40	\$39.50	\$40.69	\$41.91	\$42.75
Loader Operator	\$37.72	\$38.85	\$40.02	\$41.22	\$42.04
Loader Operator Trainee	\$35.30	\$36.25	\$37.34	\$38.46	\$39.23
Labourer	\$33.25	\$34.15	\$35.17	\$36.23	\$36.95

## **APPENDIX "B": ALCOHOL AND DRUGS**

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

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

For clarification to this Appendix:

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

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

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

REMPEL BROS. CONCRETE and CHALLENGE CONCRETE PUMPING  
A Division of Lehigh Hanson Materials Limited

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

AND

TEAMSTERS LOCAL UNION NO. 213

**RE: PERMIT FEES**

The Employer shall pay a one-time permit fee to the Teamsters Local Union No. 213 to enable all Rempel Driving and Bloc related work, accomplished by International Union of Operating Engineers Local 115 members, to operate out of Teamsters Local Union No. 213 locations at Ocean Concrete.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

REMPEL BROS CONCRETE

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TEAMSTERS LOCAL UNION NO. 213

\_\_\_\_\_

\_\_\_\_\_