

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LOMBARD PRE-CAST INC.**

**AND**

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

**Duration: November 1, 2019 – October 31, 2022**

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## **COLLECTIVE AGREEMENT**

**BETWEEN**

**LOMBARD PRE-CAST INC.**

(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; and
- e) 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 Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer as established in the certificate issued by the British Columbia Labour Relations Board, except salaried and office staff.
- 2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed Representatives of the Union, are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

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

- 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 who has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.06 The Employer agrees that the job classifications covered by this Agreement and the work performed by the employees in those job classifications, cannot be reduced in number or eliminated by the contracting out of such work, except as specifically provided in this Agreement.

The Employer may contract out work where:

- a) he does not possess the necessary facilities or equipment;
- b) he does not have and/or cannot acquire the required manpower;
- c) he cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits. However, work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred,

demoted or discharged as the result of the contracting out of work.

### **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 The parties agree that in the event this Collective Agreement does not expressly provide for a benefit required by the *BC Employment Standards Act*, including those enumerated 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 enumerated in Section 3 of the Act) considered together, meet or exceed those prescribed in the respective section or part of the Act.

In the event of an allegation that provisions of the Collective Agreement do not meet or exceed the Act as set out in paragraphs a) or b) above, an Arbitrator shall have jurisdiction to resolve the dispute pursuant to the grievance and arbitration

provisions of this Collective Agreement, including the jurisdiction to order compliance with 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.
- 3.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.
- 3.05 a) Unless operationally necessary, management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in cases of emergency, or for training, instructional, or evaluation purposes;
- b) the Employer agrees that work normally performed by members of the bargaining unit shall not to be contracted out, save for the provisions of Article 2.06 c).

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 Subject to the provisions of this Agreement, the Employer's rights include, but are not limited to, the following:
- a) the right to maintain order, discipline, and efficiency; to make, alter, and enforce rules and regulations, policies, and practices to be adhered to by its employees; to discipline and discharge employees for just cause;

- b) the right to select, hire, and direct its employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to select and retain employees for positions excluded from the bargaining unit;
- c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities; the right to determine the kind and location of business to be done by the Employer; the direction of its employees; the scheduling of work; the number of shifts; the methods, processes, and means by which work is to be performed; job content, quality, and quantity standards; the right to use improved methods, machinery, and equipment; the right to determine the number of employees needed by the Employer at any time; and generally, the right to manage the business of the Employer, and to plan, direct, and control the operations of the Employer without interference.

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

## **ARTICLE 5 – UNION REPRESENTATION**

5.01 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.

- 5.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 5.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 5.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the committee shall be paid by the Employer at their regular hourly rates for all the time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.
- 5.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.
- 5.06 Unless otherwise agreed to, there shall be no union activity on the Employer's time except that which is approved by the Employer and necessary for the processing of grievances, or the administration and enforcement of this Agreement.

## **ARTICLE 6 – WORK STOPPAGES**

- 6.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 6.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

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

- 7.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 7.02 The Employer has the right to hire new employees as needed, provided that no new employees will be hired while there are available employees on layoff qualified to do the work.
- 7.03 Prior to initiating any hiring in the classifications covered by this Agreement, or in new classifications being created in the bargaining unit, the Employer may at their discretion 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.

7.04 New employees will be hired on a six hundred and forty (640) working hour probationary period and thereafter shall attain regular employment status. On completion of the probationary period, their respective seniority shall be dated back to the date of their most recent hiring. The Employer shall notify the Union in writing of the names, address, and classification of each new employee at the time such employee commences employment.

The parties agree that the discharge of probationary employees shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith and provided that employees have been properly notified of reasonable standards that they are expected to meet.

The Employer agrees that should a probationary employee be discharged after completing three (3) consecutive months of employment but prior to completion of the probationary period defined above, the employer shall pay a minimum of one (1) weeks wages as compensation for length of service consistent with the provisions of Section 63 (1) of the *Employment Standards Act*.

7.05 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.

7.06 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. Within the probationary period, any new employee will be referred by the Employer to a Steward, or a Union Representative in order to give such

Steward or Union Representative an opportunity to describe the Union's purpose and representation policies.

7.07 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

## **ARTICLE 8 – UNION DUES**

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

b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.

8.02 The Union will promptly notify the Employer, in writing over the signature of its designated officer, of the amount of the deduction to be made by the Employer for regular union dues and the Union shall save the Employer harmless for all such deductions.

8.03 The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the twentieth (20<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each.

8.04 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.

### **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 Where new machinery is installed that materially affects the conditions of work of the employees concerned, or a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved. Failure to reach agreement shall be subject to the Grievance Procedure.

9.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, even if the work is suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions.

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

10.01 The normal workweek for production employees shall consist of five (5) eight- (8) hour working days, Monday to Friday inclusive. The workday shall normally commence at 7:00 am, but may be

varied by mutual agreement between the Employer and the employee.

- 10.02 When the proper functioning of the plant requires that maintenance work be performed on shifts other than those established in Article 10.01, the workweek of maintenance employees may be rescheduled accordingly. Employees rescheduled under this provision shall receive two (2) other consecutive days off.
- 10.03 Work performed in excess of eight (8) hours per day, and forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. For the purpose of calculating weekly overtime, only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week. Work performed in excess of eleven (11) hours per day during the normal workweek, and in excess of eight (8) hours on the employees' scheduled day off shall be paid at two (2) times the regular rate of pay.
- 10.04 Employees may, at their option, bank overtime hours to a maximum accumulation of one hundred sixty (160) hours. Banked time may be paid out at a minimum of thirty (30) hours, or closed out in any amount once per year, at the employee's request, at the rate earned, with a minimum notice of two (2) weeks.

Alternatively, employees may elect to take a maximum of two (2) paid weeks of leave, subject to management's discretion (relative to business requirements), with any balance to be paid out. All banked time not requested will automatically be paid out at the end of each calendar year.

10.05 There shall be one (1) forty five (45) minute break with fifteen (15) minutes paid and thirty (30) minutes unpaid, approximately midway through each shift.

On Fridays, there will be one (1) sixty (60) minute break with 30 (thirty) minutes paid and thirty (30) minutes unpaid.

10.06 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.

10.07 No employee shall be compelled to work on a Sunday or any other day of the week if such work conflicts with the established religious convictions of the employee.

10.08 Employees who are unable to report for work at the scheduled starting time, shall notify the Employer prior to their scheduled shift start. Unless the employee has a justifiable reason, failure to report as required may lead to disciplinary action.

10.09 Employees shall receive at least forty-eight (48) hours' notice for Saturday, Sunday, or statutory holiday work. If possible, such work shall be done by requesting volunteers.

## **ARTICLE 11 – VACATIONS AND VACATION PAY**

11.01 Employees shall receive annual vacations, with pay calculated as a percentage of their gross earnings, on completion of the following years of service:

- less than one (1) year's service – one (1) week's vacation with pay at four percent (4%);
- after one (1) year's service – two (2) weeks' vacation with pay at four percent (4%);
- after three (3) years' service – three (3) weeks' vacation with pay at six percent (6%);
- after ten (10) years' service – four (4) weeks' vacation with pay at eight percent (8%);
- after fifteen (15) years' service – five (5) weeks' vacation with pay at ten percent (10%).
- after twenty (20) years' service – six (6) weeks' vacation with pay at 12 percent (12%)

Vacation pay is due:

- a) a maximum of one (1) draw for each eligible week of vacation plus one (1) additional draw; and
- b) on termination of employment.

- 11.02 a) The Employer will endeavor to grant vacations at the time requested, in the vacation season or periods, considering business requirements. Employees shall submit requests for vacation by completing the vacation request policy form and submitting same to their immediate supervisor. Requests for planned time off must be made a minimum of five (5) business days in advance of the requested time off.

Employees submitting requests prior to April first (1<sup>st</sup>) shall be granted time off in accordance with their seniority. The Employer shall post a finalized holiday schedule no later than April thirtieth (30<sup>th</sup>) in each calendar year.



All requests for time off after May first (1<sup>st</sup>) shall be granted on a first come first served basis. In designating vacation time off, with the exception of the Senior Production Coordinator, the vacations of non-bargaining unit employees shall not affect the vacation requests of the bargaining unit employees.

- b) Employees shall normally take no more than two (2) consecutive weeks' vacation during prime time, although a third week may be granted at the Employer's discretion. In total, employees may be limited to three (3) vacation blocks during prime time. A vacation block shall be defined as any consecutive grouping of vacation days. Employees may take two (2) more vacation blocks than the total weeks of vacation entitlement in any one (1) calendar year.
- c) Prime time shall be defined as the period beginning with the middle of June up to and including October first (1<sup>st</sup>).

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

- a) absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner;

- c) any other absence with pay duly approved by the Employer in writing.

11.04 The employer, at their discretion, can grant an additional unpaid week off work to the employee requesting it.

The Employer and the Union agree that should paid vacation at Lombard Pre-Cast Inc. increase at any time, with regard to long term employees, the same shall apply to this Agreement as well.

## **ARTICLE 12 – HOLIDAYS AND HOLIDAY PAY**

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

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

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

The above applies only to employees who have been employed by the Employer for at least thirty (30) calendar days before the statutory holiday and have

- a) worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday, or

b) worked under an averaging agreement under Section 37 at any time within that thirty (30) calendar day period.

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 in addition to his holiday pay, plus a day off at a mutually agreed upon time, at the employee's option.

12.03 If one of the above-named statutory holidays falls on a regularly scheduled day off, the following regularly scheduled work day shall be observed as the statutory holiday, unless an alternate day is mutually agreed upon between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday.

12.04 In the event of a statutory holiday falling on a Tuesday, Wednesday, or Thursday, and where the Employer and the Union mutually agree, the said holiday may be observed the preceding Monday or following Friday.

12.05 For the purpose of calculating overtime, the paid holiday shall be considered as time worked.

12.06 Employees who do not miss any days of work other than booked vacations (subject to Article 11.02 a)) and who have worked at least one (1) year for the Employer, shall be granted their Birthday as a paid holiday. This holiday may be taken on the employee's Birthday or another day upon agreement with the Employer.

## **ARTICLE 13 – SENIORITY, LAYOFF AND PROMOTIONS**

- 13.01 Seniority of employees shall be recognized because the parties agree that job opportunity and security should increase in proportion to length of continuous service. New employees shall be placed on the seniority list upon completion of their probationary period and their seniority shall be dated back to the date of their most recent hiring.
- 13.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.
- 13.03 Seniority rights shall cease for any employee who:
- a) voluntarily quits the employ of the Employer;
  - b) is discharged and such discharge is not reversed through the Grievance Procedure;
  - c) is laid off for a continuous period of more than twelve (12) consecutive months.
- 13.04 When the Employer deems it necessary to reduce the workforce, he shall consult the Union at least one (1) week in advance, on the need for layoffs. When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the rule shall prevail that employees shall be laid off in reverse order of their seniority

provided that those remaining possess the ability to perform the available work.

Notwithstanding the foregoing, employees skilled in the pre-bench department may be retained or recalled based on their expertise.

Employees shall be recalled in the inverse order in which they were laid off, unless the parties agree otherwise.

- 13.05 If lack of work, not subject to the technological change provisions of Article 14, results in the temporary layoff of employees, the employees affected shall be given a minimum of five (5) days' notice or five (5) days' pay.

If lack of work, not subject to the technological change provisions of Article 14, results in the termination of employees with less than three (3) years of seniority, written notice of at least two (2) weeks shall be given. Employees with three (3) years' seniority shall be entitled to three (3) weeks' notice of termination plus one (1) additional weeks' notice for each subsequent completed year to a maximum of eight (8) weeks' notice. The Employer may pay employees severance pay equal to the period of notice required.

- 13.06 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.

- 13.07 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) days when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

13.08 Any employee who voluntarily quits the employ of the Employer shall give two (2) weeks' notice to the Employer to enable the Employer to hire an adequate replacement.

13.09 The Employer shall post for a minimum of three (3) workdays, in a conspicuous place, notice of all training positions, permanent positions, new positions, and promotions.

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

#### **ARTICLE 14 – TECHNOLOGICAL CHANGE**

14.01 The Employer shall notify the Union three (3) months in advance of his intent to institute material change in production methods or facilities, which would result in retraining, layoff, or termination of employees.

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

14.03 Employees whose employment is terminated because of technological change shall be entitled to severance pay of one (1) week's pay at his regular straight time for each year of service with the Employer.

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

## **ARTICLE 15 – SAFETY AND HEALTH**

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

- a) The Employer and the Union shall each appoint a minimum of two (2) representatives to a Safety Committee. An alternate will be chosen who will serve in the absence of either of the two (2) regular representatives.
- b) The Committee shall have one (1) chairman and one (1) secretary. The chairman shall be a representative appointed by the Employer. The secretary shall be a representative of the Union, or vice versa.
- c) The Safety Committee shall meet at least once every month. The chairman and/or the secretary are empowered to call extra meetings at any time. Special meetings can be called with four (4) hours' advance notice. Meetings are to be held during regular working hours and members paid at regular hourly rates.
- d) The recommendations of the Safety Committee will be implemented by the Employer within five (5) workdays of receipt of such recommendations, or as agreed upon by the Committee.

- e) The Safety Committee is empowered to order the suspension of operations of the enterprise or of any part of it, if it is convinced that continued operation is detrimental to the health and welfare of the employees or if there is an immediate danger to the life of one (1) or more employees.
- f) The Safety Committee shall have the power to file a grievance against the Employer if the Employer violates Article 15.01(d).

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

15.03 After an employee has successfully completed their probationary period and worked for one year (one thousand, nine hundred and twenty [1920] hours), they will be eligible to receive an annual safety footwear reimbursement. The maximum annual amount will be up to one hundred and fifty dollars (\$150.00). Alternatively, an employee may elect to purchase a higher quality, longer lasting pair of safety footwear and be reimbursed up to a maximum of three hundred dollars (\$300.00) every two (2) years. Reimbursement up to one hundred and fifty dollars (\$150.00) with the balance of the purchase (if any) is to be remitted on the first pay of the following year.

15.04 The Employer is committed to creating a workplace environment free from all forms of discrimination and harassment, as well as all other forms of coercive or disruptive conduct.

15.05 These type of actions are defined as “improper activity or behaviour” by Work Safe B.C. and are not condoned by the



Employer for any reason. They include actual physical force, threatening statements or behaviour giving a worker reasonable cause to believe he or she is at risk of injury. This section also includes horseplay, practical jokes, unnecessary running, jumping or similar conduct.

- 15.06 Work safe B.C. requires policies and procedures to deal with verbal or physical confrontations, bullying and harassment that are inappropriate and adversely affect working relationships and production.
- 15.07 The Employer is committed to the principles of the CSA standard on Psychological health and safety in the workplace. We have developed an organizational culture which has a systematic approach for managing and promoting good psychological health and safety in our workplace.
- 15.08 The Employer is committed to providing a physically and psychologically healthy and safe workplace. The Management of the Langley Concrete Group recognizes that the workers and the Company have a shared responsibility to promote the principles of mutual respect, confidentiality, and cooperation. We are committed to taking whatever steps necessary to prevent physical, relational, or emotional harassment, bullying, or aggression.
- 15.09 Complete details of the procedure for reporting and responding to complaints of bullying and harassment or other improper conduct are found in the Employee Manual.

## **ARTICLE 16 – HEALTH AND WELFARE PROGRAM**

16.01 In order to assist in protecting the employees and their families from the financial hazards of illness or accidents, the Employer agrees to contribute, on behalf of all employees who have completed three (3) months' employment, sixty-five percent (65%) of the monthly premium cost of the following:

- a) Medical Services Plan of British Columbia, providing required medical, surgical, and obstetrical services;
- b) Extended health benefit plan, covering medically required services and supplies, including prescription drugs (twenty five dollars [\$25.00] deductible per person/family);
- c) Group insurance plan providing:
  - i) life insurance and accidental death and dismemberment equal to two (2) times basic annual earnings, rounded off to the next highest one thousand dollars (\$1,000.00), to a maximum of fifty thousand dollars ( \$50,000.00);
  - ii) long term disability insurance -- two thirds (2/3) of basic monthly earnings, to a maximum monthly benefit of three thousand five hundred dollars (\$3,500.00) per month, payable after seventeen (17) weeks;
  - iii) weekly indemnity -- two thirds (2/3) of basic weekly earnings to a maximum weekly benefit equal to the EI maximum, payable on the first day of hospitalization or an accident and on the eighth day of sickness, for a maximum period of seventeen weeks (1-8-17). Benefits are payable per day at one seventh (1/7) of the weekly maximum.

d) Dental coverage, on the basis of current fee schedules providing:

- i) 100% of the cost of basic services;
- ii) 50% of the cost of restorative services including crowns, bridges and dentures.

The combined annual maximum benefit is two thousand dollars (\$2,000.00) per covered individual, payable following a deductible of twenty five dollars (\$25.00) for singles and of fifty dollars (\$50.00) per family.

16.02 The employee's contribution shall be applied to the total cost of weekly indemnity and long term disability coverage and shall be deducted from the employee's pay.

16.03 All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the benefit plan as amended from time-to-time. The benefit plan descriptions contained in this Agreement are provided only for the purpose of general information.

16.04 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 of 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.

16.05 In the event an employee is not eligible, for medical reasons, to be enrolled in a plan, the Employer shall pay him the equivalent of the monthly premium.

16.06 In the event of sickness or an accident, the Employer agrees to continue to pay all insurance premiums for a period of three (3) months. In the event of a layoff, coverage shall continue one (1) full month following the end of the month in which the employee is laid off.

16.07 Health Care Savings and Spending Account

The Employer has agreed to institute a Health Care Savings and Spending account for each seniority employee to a maximum of seven hundred and fifty dollars (\$750.00) per employee, per calendar year. This is to be used for eligible expenses as per Section 118 of the Income Tax Act and Interpretation Bulletin IT-519.

**ARTICLE 17 – UNION-MANAGEMENT RELATIONS**

17.01 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.

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

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

b) The Employer and the Union shall each appoint three (3) representatives to the Union-Management Committee in order to have one (1) representative from each department present. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Union's Provincial office.

17.03 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.

## **ARTICLE 18 – BEREAVEMENT PAY**

18.01 In the event of the death of an employee's immediate family, the employee may be absent from work three (3) days immediately following the day of the death, with pay. Immediate family shall be defined as the employee's spouse (including common law spouse), parent, step-parent, child, sister, brother, father-in-law and mother-in-law and their spouse and also includes any relative permanently residing in the employee's household or with whom the employee resides. In the event of death of an employee's grandparent, the employee shall be entitled to be absent from work one (1) day, with pay.

## **ARTICLE 19 – JURY DUTY**

19.01 Any regular full-time employee who is required to perform jury duty or serve at a coroner's inquest on a day on which he would normally have worked, will be reimbursed by the Employer, for a maximum of seven (7) workdays, for the difference between the pay received for such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work.

## **ARTICLE 20 – LEAVES OF ABSENCE**

20.01 The Employer shall grant specified leaves of absence, with reasonable discretion and compassion, without pay and without loss of seniority rights. Employees shall qualify, obtain approval for and coordinate any prospective leave of absence through management – with the specific entitlements of the *BC Employment Standards Act*, Sections 50 – 52.5 superseding management deliberation. Elective/recreational absence shall be approved and configured at management's discretion, relative

to business requirements. Rationale and maximum periods applicable to Leaves of Absence are as follows:

- a) education, beneficial to the work community – one (1) month;
- b) sickness, accident or WCB – twelve (12) months;
- c) death in the immediate family – one (1) month;
- d) extended vacations – one (1) month.
- e) Family Responsibility Leave for the care, health or education of a child in the employee’s care or the care or health of a member of the employee’s immediate family – up to five (5) days per year for the purposes defined in Section 52.1 of the BC Employment Standards Act;
- f) Compassionate Care Leave for the care of an employee’s immediate family member with a significant risk of death within twenty-six (26) weeks, when requested in writing and subject to the provisions and requirements of Section 52.1 of the *BC Employment Standards Act*:
  - units of one (1) or more weeks to maximum of twenty-seven (27) weeks;
- g) Critical Illness or Injury leave for the care of an immediate family member where the state of health of that family member has significantly changed and the life of the family member is at risk as a result of illness or injury, when requested in writing and subject to the provisions and requirements of Section 52.11 of the *BC Employment Standards Act*:

- units of one (1) or more weeks up to a maximum of thirty-six (36) weeks for a family member who is under the age of nineteen (19) at the start of the leave or;
  - units of one (1) or more weeks up to a maximum of sixteen (16) weeks for a family member who is nineteen (19) years of age or older.
- h) Reservist's Leave – for members of the Canadian Forces Reserve Force. Requests for this leave must be in writing and are subject to the terms and conditions defined in Section 52.2 of the *BC Employment Standards Act*.
- i) Leave Respecting Disappearance of a Child - If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to fifty-two (52) weeks. Requests for this leave must be in writing and are subject to additional terms and conditions defined in Section 52.3 of the *BC Employment Standards Act*.
- j) Leave Respecting Death of a Child - If a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to one hundred and four (104) weeks. Requests for this leave must be in writing and are subject to additional terms and conditions defined in Section 52.4 of the *BC Employment Standards Act*.
- k) Leave Respecting Domestic or Sexual Violence - If an employee or eligible person experiences domestic or sexual



violence, the employee may request leave for one or more of the following purposes:

- to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
- to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
- to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
- to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
- to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
- any prescribed purpose.

If an employee requests leave under this section, the employee is entitled during each calendar year:

- i) up to ten (10) days of unpaid leave, in units of one (1) or more days or in one continuous period, and

- ii) in addition to the period of time referred to in paragraph (a), up to fifteen (15) weeks of unpaid leave.

Requests for this leave must be in writing and are subject to additional terms, conditions and definitions as defined in Section 52.5 of the *BC Employment Standards Act*.

- 20.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.
- 20.03 Any difference with respect to a request for a leave of absence as provided by this Article, shall be discussed and decided by the Union-Management Committee established under Article 17.02.
- 20.04 The immediate family in this Article shall mean: mother, father, mother-in-law, father-in-law, brother, sister, spouse and child of the employee.
- 20.05 Employees shall be entitled to paid sick days, or pay in lieu thereof, based on the following years of service:
  - a) from completion of probation, up to and including three (3) years' service, one (1) paid sick day annually, paid one hundred percent (100%) to the employee's RSP if unused, with the first pay cheque of the calendar year.
  - b) during the fourth (4<sup>th</sup>) year and thereafter, two (2) paid sick days annually, paid one hundred percent (100%) to the employee's RSP if unused, with the first pay cheque of the calendar year.

- c) During the fifteenth (15<sup>th</sup>) year and thereafter, three (3) paid sick days annually, paid one hundred percent (100%) to the employee's RSP if unused, with the first pay cheque of the calendar year.

Employees who so choose may request that the unused sick days be paid to them on their first pay cheques of the calendar year.

## **ARTICLE 21 – PRINTING AND PUBLICATION**

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

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

22.01 The parties to this Agreement recognize the Stewards, and the Union Representative specified in Article 5, as the agents through which the employees shall process their grievances and receive settlement thereof.

22.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

22.03 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of

employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievers shall be listed on the grievance form.

22.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 23, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

22.05 Step 1: An employee having a grievance will, accompanied by a Steward or a Union Representative, submit the same to his immediate supervisor in writing within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3<sup>rd</sup>) workday following the day upon which the grievance is submitted and will notify the griever and the Union Representative of his decision in writing.

Step 2: If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the griever and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

## **ARTICLE 23 – ARBITRATION**

- 23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 23.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 23.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 23.04 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of the service as aforesaid, either party may request the Minister of Labour to appoint an impartial Arbitrator.
- 23.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 23.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 23.08 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 23.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 23.09 It is agreed that the single Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.10 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the single Arbitrator or Arbitration Board.
- 23.11 Where the single Arbitrator or Arbitration Board 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 single Arbitrator or Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable.

23.12 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

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

24.01 If after an appropriate number of verbal warnings, an employee's conduct or performance fails to improve, the Employer shall issue a written warning, and a copy of this warning will be forwarded immediately to the regional office of the Union.

24.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

24.03 Letters of reprimand or discipline shall be removed from an employee's file and record eighteen (18) months from the date of issue if there is no recurrence of a similar infraction. After thirty six (36) months from the date of issue reprimands accompanied with a suspension shall be removed from an employee's file and record, unless a final warning is warranted.

## **ARTICLE 25 – GENDER CLAUSE**

25.01 Where the masculine gender is used in this Agreement, it will be considered to include the feminine gender.

**ARTICLE 26 – DURATION**

26.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of November, two thousand nineteen (2019), and shall remain in effect until the thirty-first (31<sup>st</sup>) day of October, two thousand twenty two (2022), and for further periods of one (1) year, unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.

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

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

**DATED** at \_\_\_\_\_, BC this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Signed** on behalf of  
**LOMBARD PRE-CAST INC.**

**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

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

\_\_\_\_\_  
Bargaining Committee Member



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

<b>Classification</b>		<b>Nov. 1 2019</b>	<b>Nov. 1, 2020</b>	<b>Nov. 1, 2021</b>
Labourer May include base division, fittings, wire crew	Start	\$18.37	\$18.83	\$19.30
	after 640 hours	\$20.58	\$21.10	\$21.62
	after 960 hours	\$22.25	\$22.81	\$23.38
	after 2880 hours	\$25.89	\$26.54	\$27.20
Machine Operator MBK Op., Mixer Monitor	0 – 960 hours	\$25.15	\$25.78	\$26.43
	After 960 hours	\$27.88	\$28.58	\$29.29
Tack Welder	0 – 960 hours	\$21.96		
	after 960 hours	\$24.68		
	after 1920 hours	\$27.88		
Truck Driver (Class 1 with Air)	0 – 960 hours	\$30.04	\$30.79	\$31.56
	after 960 hours	\$35.23	\$36.11	\$37.01
Specialities Fabricator	0 – 960 hours	\$22.25		
	after 960 hours	\$24.97		
	after 1920 hours	\$27.88		
Chief Forklift (Yard Coordinator)	0 – 960 hours	\$27.21	\$27.89	\$28.59
	after 960 hours	\$29.98	\$30.73	\$31.50
Plant Coordinator		\$33.47		
Temp Coordinator	\$0.50 per hour plus job rate			
Forklift Operator	0 – 960 hours	\$23.58	\$24.16	\$24.77
	after 960 hours	\$25.89	\$26.54	\$27.20
Machine Operator Semi-Automated	0 – 960 hours	\$27.68	\$28.37	\$29.08
	after 960 hours	\$30.65	\$31.41	\$32.20
Wet-Cast Coordinator	0 – 960 hours	\$27.68	\$28.37	\$29.08
	after 960 hours	\$30.65	\$31.41	\$32.20
Morning Crew Coordinator	0 – 960 hours	\$27.68	\$28.37	\$29.08
	after 960 hours	\$30.65	\$31.41	\$32.20
Millwright	Start	\$38.85	\$39.82	\$40.81
	after 640 hours	\$39.98	\$40.97	\$42.00
	after 960 hours	\$41.10	\$42.13	\$43.18
	after 3840 hours	\$42.08	\$43.13	\$44.21
	After 5760 hours	\$43.20	\$44.28	\$45.39

## **First Aid Tickets**

The Employer agrees to abide by the requirements of the *Workers' Compensation Board* Industrial Health and Safety Regulations as well as the First Aid Regulations. The foregoing regulations will govern regarding the qualifications of first aid persons.

1. **Occupational First Aid Level 2:**  
Designated employees (to a maximum of two [2] – one (1) Designated per location) holding a valid Level 2 (or higher) ticket shall receive a seventy-five cent (\$0.75) per hour premium. The position of Designated First Aid Level 2 will be by seniority and by location.
  
2. **Back Up First Aid Level 2:**  
Employees designated as Back-Up First Aid Level 2 (to a maximum of two [2] – one per location) holding a valid Level 2 (or higher) ticket shall receive a twenty-five cent (\$0.25) per hour premium. The position of Designated Back-Up First Aid Level 2 will rotate among qualified employees on a quarterly basis, rotation starting on a seniority basis and by location.
  
3. If the Designated Level 2 First Aid Attendant is absent or on vacation or otherwise unavailable, the next most senior Level 2 First Aid Attendant becomes the Designate. If that person is the current back up, they become the designate, the next most senior Level 2 First Aid Attendant becomes the back up.

## GENERAL

1. The Employer agrees to clean and supply coveralls, supply hearing and eye protection, and hard hats and gloves to all employees at no cost.
2. Secondary school students employed as casuals or as summer help may be paid rates established by the Employer.
3. Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, if more favourable, shall automatically conform.
4. All employees shall respect and look after, with reasonable care, tools, equipment, and facilities provided by the Employer. Neglect of the above will lead to disciplinary measures.
5. The Langley Concrete Group of Companies Employer Sponsored Group RSP Program will be implemented as soon as is reasonably possible, following ratification of the Collective Agreement. Contributions shall be calculated on all earnings including base rates, premiums, overtime hours, funeral leave, paid holidays, and vacation time. It is understood that contributions will not be calculated on Health and Welfare benefits.

All employee contributions shall be matched by the Employer as follows:

	Effective Nov. 1, 2019
After one (1) year	1.5%
After three (3) years	3.5%
After ten (10) years	4.5%
After fifteen (15) years	5.0%
After twenty (20) years	6.0%

The Employer agrees to administer the Plan by remitting the contributions in a timely fashion, each month, to the agreed carrier.

## **SCHEDULE "B"**

### **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.