

COLLECTIVE AGREEMENT

BETWEEN:

B&B CONCRETE LTD.

AND:

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

Duration: April 1, 2023 – March 31, 2026

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION.....	3
ARTICLE 3 – MANAGEMENT RIGHTS	3
ARTICLE 4 – SCOPE	4
ARTICLE 5 – REPRESENTATION	5
ARTICLE 6 – WORK STOPPAGES	7
ARTICLE 7 – UNION DUES.....	7
ARTICLE 8 – UNION REMITTANCES	9
ARTICLE 9 – EMPLOYMENT POLICY AND UNION MEMBERSHIP	9
ARTICLE 10 – CLAC JOBS.....	11
ARTICLE 11 – WAGES AND RATES OF PAY	12
ARTICLE 12 – HOURS OF WORK AND OVERTIME	13
ARTICLE 13 – LAY-OFF PROCEDURE	17
ARTICLE 14 – VACATION AND HOLIDAY PAY	18
ARTICLE 15 – TRANSPORTATION, TRAVEL, AND LIVING-OUT ALLOWANCE.....	19
ARTICLE 16 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA	20
ARTICLE 17 – UNION-MANAGEMENT COMMITTEE.....	20
ARTICLE 18 – HEALTH, SAFETY AND TRAINING	21
ARTICLE 19 – RETIREMENT SAVINGS PLANS	24
ARTICLE 20 – HEALTH AND WELFARE PLAN	27
ARTICLE 21 – EDUCATION, TRAINING AND PUBLICATION.....	29
ARTICLE 22 – TOOLS.....	30
ARTICLE 23 – PROTECTIVE EQUIPMENT	30
ARTICLE 24 – LEAVES OF ABSENCE AND BEREAVEMENT PAY	31

ARTICLE 25 – GRIEVANCE PROCEDURE	33
ARTICLE 26 – ARBITRATION	35
ARTICLE 27 – WARNING, SUSPENSION AND DISCHARGE	37
ARTICLE 28 – GENDER CLAUSE	39
ARTICLE 29 – DURATION	39
SCHEDULE “A” – CLASSIFICATIONS AND HOURLY RATES	41
SCHEDULE “B” – OUTLINE OF INSURANCE PLAN COVERAGE	45
BENEFIT PLAN – FREQUENTLY ASKED QUESTIONS.....	47

COLLECTIVE AGREEMENT

BETWEEN:

B & B CONCRETE LTD.

(hereinafter referred to as the “Employer”)

AND:

CONSTRUCTION AND ALLIED WORKERS

UNION, CLAC LOCAL 68

(hereinafter referred to as the “Union”)

ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“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 terms and conditions, hours of work, wage rates, and benefits set forth herein;
 - c) establish an equitable system for the promotion, discipline, transfer, and layoff 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 the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour/management relations:

- a) The industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of management;
- b) The economic character springs from a continuous striving towards the efficient use of scarce resources, energy and the environment, and in the adequate development of the employees, research, production and marketing; and,
- c) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

1.03 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable human rights legislation, or is in bad faith.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as defined by the B.C. Labour Relations Board.
- 2.02 This Agreement covers all employees of the Employer at and from 2650 Pitt River Road, Port Coquitlam, BC, except office staff, and non-working supervisors.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Subject to the terms of this Agreement, the Employer's rights include the right to:
- a) manage the enterprise, including the scheduling of work, and the control of materials and equipment;
 - b) maintain order, discipline, and efficiency;

c) hire, direct, transfer, promote, layoff, and discipline and discharge with just cause, provided that such actions are consistent with the purpose and terms of this Agreement.

3.02 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in cases of emergency, training, instructional, or evaluation purposes;

3.03 The Employer agrees that work normally performed by members of the bargaining unit shall not be contracted out. The Employer may only contract out work where:

a) it does not possess the necessary facilities or equipment;

b) it does not have and/or cannot acquire the required employees; or

c) it cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.

ARTICLE 4 – SCOPE

4.01 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.

4.02 In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, the provision for such benefit set out in the Act is deemed

to be incorporated into this Collective Agreement. However, no such provision shall be incorporated where the provision(s) for the subject matter of that benefit prescribed in the Collective Agreement meet(s) or exceed(s) the benefit set out in the Act.

- 4.03 Notwithstanding Article 4.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 4.04 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.

ARTICLE 5 – REPRESENTATION

- 5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 5.02 Representatives
- a) Representatives of the Union (“Representatives”) are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
 - b) Representatives shall have the right to visit at the location where employees are working. The Representatives will

identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall not unduly disrupt the flow of work.

5.03 Stewards

- a) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement. The number of stewards shall not normally exceed one (1) Steward for every fifty (50) employees.
- b) Stewards will receive the hourly premium as set out in Schedule "A" for all hours worked. The Union will advise the Employer, in writing, of the name(s) of the Steward(s).
- c) Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be unreasonably withheld. The Employer will pay Stewards at their prevailing hourly rate for time spent attending such duties during their working hours.
- d) A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information. This will, whenever possible, occur during the new employee's site orientation or first shift.

5.04 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee. The Employer shall pay employees at

their prevailing hourly rate for time spent in negotiations up to a maximum of thirty-two (32) hours.

5.05 The Employer

- a) The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meetings.

- b) The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.

ARTICLE 6 – WORK STOPPAGES

6.01 In accordance with the *B.C. Labour Relations Code*, during the term of this Agreement:

- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and,

- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

ARTICLE 7 – UNION DUES

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

administrative dues, from each employee's pay upon an employee's initial hire.

- b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.
- 7.02 a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the fifteenth (15th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.
- b) In addition to the above, this itemized list shall also contain the following for each employee:
- Base hourly rate
 - All hourly premiums
 - Straight time hours worked
 - Time and a half hours worked
 - Double time hours worked
 - Gross wages
- c) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:
- First, Middle and Last Name
 - Complete Mailing Address
 - Date of Birth
 - Primary Telephone Number
 - Email Address

- Social Insurance Number
- Date of Hire
- Classification

ARTICLE 8 – UNION REMITTANCES

- 8.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 7, 19, 20, and 21 each month, by the fifteenth (15th) of the month following the deduction together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 8.02 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have seven (7) working days to correct this error.
- 8.03 Further to Article 8.02, if the Employer continues to be delinquent in its remittance to the Union, the Employer shall pay interest to the Union and its various Funds, as the case may be, at one percent (1%) per month on the amount owing. Such interest shall be compounded on a monthly basis.
- 8.04 If the Employer satisfies all its obligations under Articles 8.01, 8.02 and 8.03 relating to Articles 7, 19, 20, and 21 the Union agrees the Employer will be saved harmless for any claims relating to these remittances.

ARTICLE 9 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 9.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give

preference to qualified Union members who are able to meet the Employer's requirements of the job.

- 9.02 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 9.01, the Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Agreement whether or not they join the Union.
- 9.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.
- 9.04 a) New employees will be hired on a three-(3) calendar month probationary period.
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. Before the probationary period is complete, the probationary employee will be subject to a formal review conducted by peers, supervisory personnel and management. Based on the review the employee will either attain regular employment status, have their probationary period extended by thirty (30) days or they will be discharged. The parties agree that the discharge or layoff of a probationary employee shall be at the discretion of the Employer as long as it is not arbitrary, discriminatory or in bad faith and provided that the employees have been

properly notified of reasonable standards that they are expected to meet.

- 9.05 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.
- 9.06 Employees rehired within six (6) months of layoff will not re-serve a new probationary period.
- 9.07 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.
- 9.08 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations.

ARTICLE 10 – CLAC JOBS

10.01 Further to Article 9.01, the parties agree that the CLAC Jobs team is to be utilized in maintaining a desirable and competent labour force.

10.02 Prospective Hires

Upon request, the CLAC Jobs team will provide the Employer with updates of Union members looking for work in those classifications required by the Employer.

10.03 New Hires

In order to facilitate the introduction to the Union and enrolment into its programs, the Employer agrees to notify the CLAC Jobs team of the names of new employees within seven (7) days of

their hire, together with each employee's classification and latest available phone number.

10.04 Lay offs

The Employer agrees to notify the CLAC Jobs team of the names of employees laid off within one (1) week after the lay-off occurred, and where possible, include each employee's classification and latest available phone number and email address.

ARTICLE 11 – WAGES AND RATES OF PAY

11.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A."

11.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates of pay for same shall be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. Should no agreement be reached, either party may refer the matter to arbitration in accordance with the provisions outlined in Article 26.

11.03 Whenever used in this Agreement, the following definitions shall apply:

- a) "Regular hourly rate" shall mean hourly compensation paid to an employee outside of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.

- b) “Prevailing hourly rate” shall mean hourly compensation paid to an employee inclusive of overtime, and includes the base wage rate and any hourly shift allowances and hourly premiums.
- c) “Wages” shall mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including any overtime premiums, shift allowances and premiums paid on an hourly basis, but specifically excludes any accommodation allowances or travel allowances, and safety awards.
- d) “Gross earnings” shall mean compensation paid to an employee in respect to wages, vacation, and statutory holiday pay.

11.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at their prevailing hourly rate provided the employees are qualified to perform the required work.

11.05 If the shortage of work is for a period longer than the day outlined in Article 11.04 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing, signed by the Employer, the employee and a Steward or Representative.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 The normal workweek shall consist of five (5) eight-(8) hour workdays.

12.02 Employees will be paid overtime as follows:

a) Daily

- i) one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of eight (8) hours daily.
- ii) two (2) times the regular hourly rate for all hours worked in excess of eleven (11) hours daily.

b) Weekly

- i) one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours per week, excluding daily overtime and hours worked on a statutory holiday.

12.03 a) Work on a Saturday shall be paid at the rate of one and one-half (1½) times the hourly rate irrespective of weekly hours for the first eleven (11) hours, then two (2) times the hourly rate thereafter.

b) Work on Sunday shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.

12.04 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.

12.05 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the Pre-Job Memorandum subject to Article 16.

12.06 When a statutory holiday occurs during the week, weekly overtime shall be paid for all hours worked in excess of thirty-two (32) hours per week, exclusive of daily overtime, or twenty-four (24) hours, exclusive of daily overtime, if there are two (2) statutory holidays in a week.

12.07 It is agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week, other than those stipulated in Articles 12.10, 12.11 and 12.12.

12.08 Meal Periods

- a) There will be two (2) paid coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.
- b) Employees will be given a meal period of one half (½) hour per shift but such period will not be considered as time worked.
- c) Employees will receive a ten (10) minute coffee break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day. A coffee break will not apply to the meal break at twelve (12) hours.
- d) Employees who work beyond twelve (12) hours in a day will be provided with an additional one-half (½) hour paid meal period and a meal will be provided by the Employer.

- e) No employee will work more than five (5) consecutive hours without a one-half (½) hour meal period.
- f) Scheduling of the meal periods may be amended on a site specific basis.

12.09 Provided the employee notifies the Employer, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

12.10 Show-Up Time

- a) An employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours' pay at their prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay. The employee shall also receive their full accommodation allowance if and when applicable.
- b) In the case of a camp, proper notification is at breakfast time and such notices are to be posted on the kitchen bulletin board.

12.11 Starting Work

An employee who starts work and is prevented from completing their normal work day shall receive a minimum of four (4) hours' pay at their prevailing hourly rate. The employee shall also receive their full accommodation allowance if and when applicable.

12.12 Call-Back

An employee who is called back to work in the same day will receive a minimum of two (2) hours' pay at the prevailing hourly rate.

12.13 An employee who uses their own vehicle to conduct business within the GVRD, on behalf of and at the request of the Employer, shall be compensated for any tolls and shall receive a per kilometre allowance as per CRA Guidelines. The employee will note the toll and distance travelled on their daily time card.

12.14 Sunday will be deemed the first day of the week.

12.15 All paid time will be considered time worked unless specifically excluded.

ARTICLE 13 – LAY-OFF PROCEDURE

13.01 The Employer will not be required to give notice of temporary shut down when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.

13.02 When an employee is laid off while at home on scheduled days off, the Employer agrees to ship the employee's personal belongings to the employee's home address at no cost to the employee within seven (7) days of the notice of layoff.

13.03 The Employer will give each employee notice of layoff or pay in lieu of notice of layoff as per the BC Employment Standards Act.

ARTICLE 14 – VACATION AND HOLIDAY PAY

14.01 Vacation pay and statutory holiday pay shall be paid to employees on each pay cheque.

14.02 a) Employees shall be entitled to an amount equal to six percent (6%) of their gross earnings as vacation pay.

b) Employees who have completed twelve (12) months of continuous employment from their date of hire are entitled to three (3) weeks of vacation time per year. Vacation periods will be arranged by mutual agreement between the employee and the Employer subject to operational requirements, and vacation requests will not be unreasonably denied. As a general rule employees should not expect to take more than one week off from June – September. Employees shall give the Employer a minimum of one week notice for vacation requests.

14.03 Employees shall be entitled to receive an amount equal to five and two tenths of a percent (5.2%) of their gross earnings in lieu of the following holidays:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

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

this Article. Employees will be entitled to receive an amount equal to four tenths of one percent (0.4%) of their gross earnings in lieu of each additional holiday.

14.04 Employees required to work on one of the above holidays shall be paid at the rate of two (2) times their regular rate of pay, in addition to the holiday pay outlined in Article 14.02.

14.05 A statutory holiday may be rescheduled by mutual agreement between the parties.

ARTICLE 15 – TRANSPORTATION, TRAVEL, AND LIVING-OUT ALLOWANCE

15.01 Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, such provisions will be addressed in the Pre-Job Report. Shift cycles shall form part of the Pre-Job, but shall not exceed twenty one (21) days on, followed by seven (7) days off. Allowances will not be paid for any day on which an employee does not report to work for reasons other than sickness or accident.

15.02 Lodging and travel allowances, where applicable, shall be negotiated on a project, by project basis and shall be noted on a Pre-Job report as per Article 16. If the parties are unable to agree, the matter shall be settled by binding arbitration.

15.03 Out of town room and board rates will be a minimum of one hundred and fifty dollars (\$150.00) per day unless otherwise negotiated and agreed to by the Union as per Article 15.01 and 15.02. The amount will depend on room and board supplied by the Employer or a combination thereof by the employee.

ARTICLE 16 – PROJECT SPECIFIC OR PRE-JOB MEMORANDA

- 16.01 a) If necessary, and as per Articles 2.04 and 15.01, a Project Specific Conference will be held to determine site-specific issues.
- b) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, and whenever possible prior to the completion of the bidding process, a Project Specific Conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.
- c) A copy of the resulting Project Specific Memorandum will be provided to the Employer, the Union, and the job Steward(s).
- d) When hired on a specific job, employees will sign a copy of the Project Specific Memorandum, acknowledging that they have read, understood, and accept its terms and conditions.

ARTICLE 17 – UNION-MANAGEMENT COMMITTEE

- 17.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled as required, during the life of this Agreement. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective

Agreement. The areas for discussion may include, but need not be limited to, the following:

- i) Safety measures;
 - ii) Matters that affect the working conditions of the employees;
 - iii) Training and promotion;
 - iv) Hiring policies; and
 - v) Discipline and discharge policies.
- b) The Employer and the Union will each appoint representatives to the committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

17.02 Employees attending the meetings during regular working hours will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings.

17.03 In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 18 – HEALTH, SAFETY AND TRAINING

18.01 It is the intent of the parties to have working conditions that are safe and healthy.

- 18.02 The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- 18.03 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- 18.04 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- 18.05 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.
- 18.06 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.
- 18.07 All safety matters shall be handled in accordance with the established WorkSafe BC procedures, or the BC Mines Act and Mine Health, Safety and Reclamation Code procedures, or other applicable legislation, and the Employer's Safety Program.
- 18.08 Modified Work Programs
- a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work

and will inform the attending physician of the same. The Employer reserves the right to require a second medical opinion by a physician selected by the Employer.

- b) The Employer will inform the physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the physician's approval.
- c) The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by an attending physician as per Articles 18.08 (a) and (b).

18.09 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation.

18.10 Health and Safety Committee

- a) When necessary, a committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.
- b) The Employer will notify the Union of the representatives appointed to the Committee.

18.11 The Employer and the Union will cooperate to ensure personnel are properly trained. Appropriate job specific training courses

and the list of attendees will be determined by mutual agreement between the parties. Time spent while training will be paid at the employees' regular rate of pay, but will not accrue towards overtime.

ARTICLE 19 – RETIREMENT SAVINGS PLANS

19.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute five percent (5%) of the regular hourly rate for all hours worked by each employee, as outlined in Schedule "A", to the Union-sponsored Group Retirement Savings Plan ("RSP").
- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the Employer.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Schedule "A".
- d) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

19.02 Pension

The Employer agrees to match employee contributions to a maximum of two and one half percent (2.5%) for each hour

worked to the CLAC Pension Plan (the “Plan”), registered with the Canada Revenue Agency, under Registration #0398594 for each employee who contributes to the Plan.

- a) An employee who elects to opt out of participating in the pension plan may do so by completing the applicable Participation Opt-Out form, on file with the Employer. In opting out, the employee agrees that they decline making any employee contributions, if applicable, to the plan and forgoes any Employer contribution they may be entitled to. Employees who opt out may be required to wait before they are eligible to opt back into the Plan. The Employer, in consultation with the Union, will establish dates on which employees who have opted out of the program may reapply. These dates will be defined in the Participation Opt-Out form.
- b) The Employer will remit both the employee’s and the Employer’s contribution to the Plan, as well as an itemized list of those employees who are contributing to the Plan and the amount of their respective contributions.
- c) The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees’ behalf. The Plan shall be responsible for informing the employees about the Plan including statements to each employee, showing their account balance, including details of all contributions received, and all earnings/losses allocated.
- d) All employees participating in the Plan shall complete an authorization form in a format provided by the Plan, allowing the employee to enroll in the Pension Plan. The

form shall be submitted by the Employer along with the first remittances for each participating employee.

- e) All pension contributions will be recorded on the Employer's monthly remittance to the Plan with voluntary contributions recorded separately.

19.03 Retirement Plan Contribution Details

- a) The Employer will remit RSP and pension contributions to the Union as outlined in Article 8.
- b) The Employer's contributions to the RSP Plan and Pension Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- c) The total amount of RSP and pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase and RSP contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's RSP contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase and RSP contribution limits as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.
- d) The Union acknowledges and agrees that, other than remitting contributions to the RSP and Pension Plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided

by the RSP and Pension Plans or be responsible for providing such benefits.

- e) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions in Articles 19.01(a) and 19.02(a) as outlined in Schedule "A" will instead be paid on that employee's gross pay. This payment, in lieu of retirement plan contributions, will not be less than the amount that employee would have received if they were still contributing to a CLAC sponsored retirement plan.
- f) The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

ARTICLE 20 – HEALTH AND WELFARE PLAN

20.01 The Employer agrees to pay the monthly cost of the agreed upon Benefit Plan, administered by the union for each eligible employee. An outline of the Benefit Plan is included in the appendix.

20.02 Eligibility

- a) All employees who are normally scheduled to work an average of at least 15 hours per week will be eligible for Benefit Plan coverage.
- b) Eligible employees will qualify for coverage on the first (1st) of the month following the completion of two (2) months of continuous employment.

- c) Notwithstanding 20.02(b), eligible employees rehired within one year, who are not required to complete a probation period as per Article 9.06, will qualify for coverage on the first (1st) of the month following their rehire.
- d) It is the responsibility of the employee to complete the enrolment form for the Benefit Plan, which is required before any claims can be submitted.

20.03 Remittances

- a) By the twenty-fifth (25th) of the month prior to the month of coverage, the Employer will remit the monthly cost of the Benefit Plan for each eligible employee in accordance with Article 8.
- b) The monthly cost will be supplied by the union to the Employer annually (normally in November) and will be effective January first (1st) of the following year.
- c) Where the Benefit Plan remittance is separate from the remittance outlined in Article 8, it will list the first, middle and last name, and the Social Insurance Number of each eligible employee.
- d) The Employer will report the taxable benefit amount(s) as supplied by the Union on each employee's T4.

- 20.04 a) In the event an employee who has worked for the Employer for at least one (1) year goes on WorkSafe BC or disability because of illness or injury befalling the employee, the Employer agrees to continue paying the CLAC administered Health and Welfare Plan premiums for a period of two (2)

calendar months following the onset of lost time due to illness or injury.

- b) Monthly premiums will continue to be paid for any leave required in accordance with the applicable provincial Employment Standards Act or equivalent for the full duration of the leave.

20.05 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

20.06 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age seventy-five (75), an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" will be paid to that employee, upon attainment of their seventy-fifth (75th) birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

ARTICLE 21 – EDUCATION, TRAINING AND PUBLICATION

21.01 To further the training of union members, the Employer agrees to remit one half of one percent (0.5%) of gross earnings to the

Union's Education and Training Fund. Training funds shall be remitted in accordance with the directions and timelines stipulated in Article 8.

ARTICLE 22 – TOOLS

- 22.01 All tradesmen will supply their own tools common to their trade. Specialty and power tools will be provided by the Employer.
- 22.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.
- 22.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

ARTICLE 23 – PROTECTIVE EQUIPMENT

- 23.01 All employees will wear CSA-approved safety hats supplied by the Employer.
- 23.02 All employees will wear CSA-approved safety boots supplied by the employees.
- 23.03 The Employer will supply employees with safety equipment including but not limited to: gloves, hearing protection, non-prescription safety glasses, shields, goggles, fire retardant coveralls, particulate masks, breathing apparatuses and fall arrest equipment, if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or

improper maintenance of Employer supplied items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

23.04 Employees who have passed probation and have worked for the Employer for a minimum of twelve (12) months shall be eligible for prescription safety eyewear. The Employer agrees to reimburse any eligible employee fifty percent (50%) of the cost of prescription safety eyewear up to three hundred dollars (\$300.00). For any subsequent reimbursements, the employee must have worked an additional four thousand (4000) hours from the last time they were reimbursed.

ARTICLE 24 – LEAVES OF ABSENCE AND BEREAVEMENT PAY

24.01 In addition to leaves governed by the BC Employment Standards Act, the Employer will grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:

- a) Marriage of the employee;
- b) Sickness of the employee or in the employee's immediate family;
- c) Birth or adoption of the employee's child;
- d) Union business, other than the establishment of this Agreement;
- e) Death of a family member not outlined in Article 24.02;
- f) Job related training; or

g) Other personal reasons as approved by the Employer.

24.02 In addition to leaves governed by the BC Employment Standards Act, an employee will be granted a three (3) day leave of absence with pay, at the employee's prevailing hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, common-law spouse, child, legal dependent, parent parent-in-law, legal guardian, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, and grandchild. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.

24.03 Following a leave of absence, employees who fail to report back for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.

24.04 In no case may an employee be deprived of the leave to which they are entitled under the Employment Standards Act or any other applicable legislation.

24.05 Upon the completion of ninety (90) consecutive days of employment, employees are entitled to five (5) paid days of personal illness or injury leave per calendar year calculated at the greater of eight (8) hours or the regular straight time daily hours, at their regular hourly rate multiplied by the period of the leave. The amount paid for the leave will include vacation and statutory holiday pay, and retirement and benefit contributions, and will not be included in the calculation of overtime.

ARTICLE 25 – GRIEVANCE PROCEDURE

25.01 Should a dispute arise between the Employer and an employee or the Union, concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

25.02 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 5 as the agents through which employees will process their grievances.

25.03 a) “Grievance” means a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

b) A “Group Grievance” is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. The grievors will be listed on the grievance form.

c) Policy Grievance

i) A Union “Policy Grievance” is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative.

ii) An Employer “Policy Grievance” is defined as one which involves a question relating to the interpretation, application or administration of this

Agreement and will be signed by a representative of the Employer.

- iii) Either party may submit a Policy Grievance directly to Arbitration under Article 26, bypassing Step 1 and Step 2 of the Grievance Procedure.
 - d) Any grievance referred to above will identify:
 - i) the facts giving rise to the grievance;
 - ii) the section or sections of this Agreement claimed to be violated; and
 - iii) the relief requested.
- 25.04 a) Neither the Employer nor the Union will be required to consider or process any grievance which arose out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- b) If the Employer does consider or process a grievance which has been presented late, the Employer will be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

25.05 As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

25.06 Step 1

If a grievance is to be filed it will, within the seven (7) calendar days referred to in Article 25.04 above, be reduced to writing and will be presented to the other party's designated representative by the grieving party's designated representative. The party's representative receiving the grievance will notify the other party's representative of their decision in writing no later than seven (7) work days following the day upon which the grievance was received.

Step 2

If the grievance is not settled at Step 1, the grieving party's representative will, within seven (7) calendar days of the decision under Step 1, or within seven (7) calendar days of the day this decision should have been made, submit a written grievance to the other party's representative. A meeting will be held between the parties' representatives within seven (7) calendar days of the presentation of the written grievance by one party to the other party's representative. The responding party will notify the grieving party of their decision in writing within seven (7) calendar days of such meeting.

ARTICLE 26 – ARBITRATION

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

- 26.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days of receiving the decision given at Step 2 of the Grievance Procedure.
- 26.03 If a notice of desire to arbitrate is served, the two parties shall 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.
- 26.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 26.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 26.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 26.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 25 and 26 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

- 26.08 An employee found to be wrongfully discharged or suspended will be reinstated with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 26.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 26.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 26.11 The parties will equally bear the expense of the Arbitrator.
- 26.12 An Arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 27 – WARNING, SUSPENSION AND DISCHARGE

- 27.01 In all instances of disciplinary action to be recorded in an employee's file, or in instances of on-site drug and alcohol testing, the affected employee shall have an available Steward or another available employee of their choice present at the meeting, or decline this right in writing.
- 27.02 An employee may be disciplined or discharged for just cause by the Employer. Just cause may include, but is not limited to:
- the refusal by an employee to abide by safety regulations;

- the failure of an employee to report for work at the appointed time on a consistent and reliable basis;
- dishonesty, theft, insubordinate or antithetical behaviour;
- the use of alcohol, cannabis or illegal drugs while on the Employer's premises or during working hours;
- reporting for work while under the influence of alcohol, cannabis or illegal drugs, or the possession of such substances while on the job site;
- the refusal by the employee to abide by the requirements of the Employer's clients;
- the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices.

27.03 The parties agree to abide by the principles of progressive discipline. Progressive discipline is designed to assist an employee to change behaviour and/or performance. Depending on the nature and severity of the infraction, and taking into account mitigating and aggravating factors, progressive discipline will be managed as outlined below:

a) Step One: Verbal Warning

A disciplinary action that is intended to draw an employee's attention to their misconduct.

b) Step Two: Written Warning

A statement given to an employee by a delegated manager or supervisor outlining:

- the nature of the misconduct;
- the corrective action expected of the employee; and
- a description of the disciplinary action that may be taken if the misconduct continues.

c) Step Three: Suspension

An enforced, temporary removal of an employee from duty without pay.

d) Final Step: Termination

The enforced cessation of employment.

27.04 When the behaviour or performance of an employee calls for disciplinary action by the Employer, notice of the discipline shall be given by the delegated manager or supervisor in writing. The delegated manager or supervisor shall give a copy of the discipline notice to the appropriate Steward and Union Representative within twenty-four (24) hours of the discipline.

27.05 Whenever an employee signs any document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.

27.06 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive work days without a justifiable reason.

ARTICLE 28 – GENDER CLAUSE

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

ARTICLE 29 – DURATION

29.01 This Agreement shall be effective on the first (1st) day of April two-thousand twenty-three (2023), and shall remain in effect until the thirty-first (31st) day of March, two-thousand twenty-six

(2026), and for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement.

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

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

DATED at _____, BC, this _____ day of _____, 2023.

SIGNED on behalf of

SIGNED on behalf of

B & B CONCRETE LTD.

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

This printing is for information
purposes only.

Original signed documents are held
on file at the Langley Member Centre.

Authorized Repres

representative

SCHEDULE "A" – CLASSIFICATIONS AND HOURLY RATES
EFFECTIVE APRIL 1, 2023

Classification	Description	Base Rate 2023	Vac/Stat (11.2%)	H&W* \$2.00	RSP (5%)	Pension** (2.5%)	Total	ETF (0.5%)
Labourer								
Labourer 1	0 - 800 Hours	\$25.00	\$2.80	\$2.00	\$1.25	\$0.63	\$31.68	\$0.14
Labourer 2	801 - 1600 Hours	\$27.00	\$3.02	\$2.00	\$1.35	\$0.68	\$34.05	\$0.15
Labourer 3	1601 - 2400 Hours	\$29.00	\$3.25	\$2.00	\$1.45	\$0.73	\$36.43	\$0.16
Labourer 4	2401 - 3200 Hours	\$31.00	\$3.47	\$2.00	\$1.55	\$0.78	\$38.80	\$0.17
Mixer Driver								
Mixer Trainee 1	0 - 800 Hours	\$32.00	\$3.58	\$2.00	\$1.60	\$0.80	\$39.98	\$0.18
Mixer Trainee 2	801 1600 Hours	\$34.00	\$3.81	\$2.00	\$1.70	\$0.85	\$42.36	\$0.19
Mixer Driver 1		\$36.00	\$4.03	\$2.00	\$1.80	\$0.90	\$44.73	\$0.20
Mixer Driver 2		\$38.00	\$4.26	\$2.00	\$1.90	\$0.95	\$47.11	\$0.21
Mixer Driver 3		\$40.00	\$4.48	\$2.00	\$2.00	\$1.00	\$49.48	\$0.22
Senior Mixer Driver		\$42.00	\$4.70	\$2.00	\$2.10	\$1.05	\$51.85	\$0.23
Pump Truck Operator								
Pump Operator Trainee 1	0 - 800 Hours	\$34.00	\$3.81	\$2.00	\$1.70	\$0.85	\$42.36	\$0.19
Pump Operator Trainee 2	801 - 1600 Hours	\$36.00	\$4.03	\$2.00	\$1.80	\$0.90	\$44.73	\$0.20
Pump Operator Trainee 3	1601 - 2400 Hours	\$40.00	\$4.48	\$2.00	\$2.00	\$1.00	\$49.48	\$0.22
Pump Operator 1		\$42.00	\$4.70	\$2.00	\$2.10	\$1.05	\$51.85	\$0.23
Pump Operator 2		\$45.00	\$5.04	\$2.00	\$2.25	\$1.13	\$55.42	\$0.25
Senior Pump Operator		\$50.00	\$5.60	\$2.00	\$2.50	\$1.25	\$61.35	\$0.28
Plant Operator								
Plant Operator Trainee 1	0 - 1600 Hours	\$34.00	\$3.81	\$2.00	\$1.70	\$0.85	\$42.36	\$0.19
Plant Operator Trainee 2	1601 - 2400 Hours	\$36.00	\$4.03	\$2.00	\$1.80	\$0.90	\$44.73	\$0.20
Plant Operator 1		\$40.00	\$4.48	\$2.00	\$2.00	\$1.00	\$49.48	\$0.22
Plant Operator 2		\$42.00	\$4.70	\$2.00	\$2.10	\$1.05	\$51.85	\$0.23
Senior Plant Operator		\$44.00	\$4.93	\$2.00	\$2.20	\$1.10	\$54.23	\$0.24
Loader Operator		\$39.00	\$4.37	\$2.00	\$1.95	\$0.98	\$48.30	\$0.22
Mechanic								
Mechanic Uncertified 1		\$35.00	\$3.92	\$2.00	\$1.75	\$0.88	\$43.55	\$0.19
Mechanic Uncertified 2		\$38.00	\$4.26	\$2.00	\$1.90	\$0.95	\$47.11	\$0.21
Mechanic Red Seal		\$42.50	\$4.76	\$2.00	\$2.13	\$1.06	\$52.45	\$0.24

*Hourly contribution is approximate based on current monthly direct pay amount

**Matching pension is opt-out

CLASSIFICATIONS AND HOURLY RATES
EFFECTIVE APRIL 1, 2024

Classification	Description	Base Rate 2024	Vac/Stat (11.2%)	H&W* \$2.00	RSP (5%)	Pension** (2.5%)	Total	ETF (0.5%)
Labourer								
Labourer 1	0 - 800 Hours	\$25.50	\$2.86	\$2.00	\$1.28	\$0.64	\$32.28	\$0.14
Labourer 2	801 - 1600 Hours	\$27.54	\$3.08	\$2.00	\$1.38	\$0.69	\$34.69	\$0.15
Labourer 3	1601 - 2400 Hours	\$29.58	\$3.31	\$2.00	\$1.48	\$0.74	\$37.11	\$0.16
Labourer 4	2401 - 3200 Hours	\$31.62	\$3.54	\$2.00	\$1.58	\$0.79	\$39.53	\$0.18
Mixer Driver								
Mixer Trainee 1	0 - 800 Hours	\$32.64	\$3.66	\$2.00	\$1.63	\$0.82	\$40.75	\$0.18
Mixer Trainee 2	801 1600 Hours	\$34.68	\$3.88	\$2.00	\$1.73	\$0.87	\$43.16	\$0.19
Mixer Driver 1		\$36.72	\$4.11	\$2.00	\$1.84	\$0.92	\$45.59	\$0.20
Mixer Driver 2		\$38.76	\$4.34	\$2.00	\$1.94	\$0.97	\$48.01	\$0.22
Mixer Driver 3		\$40.80	\$4.57	\$2.00	\$2.04	\$1.02	\$50.43	\$0.23
Senior Mixer Driver		\$42.84	\$4.80	\$2.00	\$2.14	\$1.07	\$52.85	\$0.24
Pump Truck Operator								
Pump Operator Trainee 1	0 - 800 Hours	\$34.68	\$3.88	\$2.00	\$1.73	\$0.87	\$43.16	\$0.19
Pump Operator Trainee 2	801 - 1600 Hours	\$36.72	\$4.11	\$2.00	\$1.84	\$0.92	\$45.59	\$0.20
Pump Operator Trainee 3	1601 - 2400 Hours	\$40.80	\$4.57	\$2.00	\$2.04	\$1.02	\$50.43	\$0.23
Pump Operator 1		\$42.84	\$4.80	\$2.00	\$2.14	\$1.07	\$52.85	\$0.24
Pump Operator 2		\$45.90	\$5.14	\$2.00	\$2.30	\$1.15	\$56.49	\$0.26
Senior Pump Operator		\$51.00	\$5.71	\$2.00	\$2.55	\$1.28	\$62.54	\$0.28
Plant Operator								
Plant Operator Trainee 1	0 - 1600 Hours	\$34.68	\$3.88	\$2.00	\$1.73	\$0.87	\$43.16	\$0.19
Plant Operator Trainee 2	1601 - 2400 Hours	\$36.72	\$4.11	\$2.00	\$1.84	\$0.92	\$45.59	\$0.20
Plant Operator 1		\$40.80	\$4.57	\$2.00	\$2.04	\$1.02	\$50.43	\$0.23
Plant Operator 2		\$42.84	\$4.80	\$2.00	\$2.14	\$1.07	\$52.85	\$0.24
Senior Plant Operator		\$44.88	\$5.03	\$2.00	\$2.24	\$1.12	\$55.27	\$0.25
Loader Operator								
		\$39.78	\$4.46	\$2.00	\$1.99	\$0.99	\$49.22	\$0.22
Mechanic								
Mechanic Uncertified 1		\$35.70	\$4.00	\$2.00	\$1.79	\$0.89	\$44.38	\$0.20
Mechanic Uncertified 2		\$38.76	\$4.34	\$2.00	\$1.94	\$0.97	\$48.01	\$0.22
Mechanic Red Seal		\$43.35	\$4.86	\$2.00	\$2.17	\$1.08	\$53.46	\$0.24

*Hourly contribution is approximate based on current monthly direct pay amount

**Matching pension is opt-out

CLASSIFICATIONS AND HOURLY RATES
EFFECTIVE APRIL 1, 2025

Classification	Description	Base Rate 2025	Vac/Stat (11.2%)	H&W* \$2.00	RSP (5%)	Pension** (2.5%)	Total	ETF (0.5%)
Labourer								
Labourer 1	0 - 800 Hours	\$26.01	\$2.86	\$2.00	\$1.30	\$0.65	\$32.82	\$0.14
Labourer 2	801 - 1600 Hours	\$28.09	\$3.08	\$2.00	\$1.40	\$0.70	\$35.27	\$0.16
Labourer 3	1601 - 2400 Hours	\$30.17	\$3.31	\$2.00	\$1.51	\$0.75	\$37.74	\$0.17
Labourer 4	2401 - 3200 Hours	\$32.25	\$3.54	\$2.00	\$1.61	\$0.81	\$40.21	\$0.18
Mixer Driver								
Mixer Trainee 1	0 - 800 Hours	\$33.29	\$3.73	\$2.00	\$1.66	\$0.83	\$41.51	\$0.19
Mixer Trainee 2	801 1600 Hours	\$35.37	\$3.96	\$2.00	\$1.77	\$0.88	\$43.98	\$0.20
Mixer Driver 1		\$37.45	\$4.19	\$2.00	\$1.87	\$0.94	\$46.45	\$0.21
Mixer Driver 2		\$39.54	\$4.43	\$2.00	\$1.98	\$0.99	\$48.94	\$0.22
Mixer Driver 3		\$41.62	\$4.66	\$2.00	\$2.08	\$1.04	\$51.40	\$0.23
Senior Mixer Driver		\$43.70	\$4.89	\$2.00	\$2.19	\$1.09	\$53.87	\$0.24
Pump Truck Operator								
Pump Operator Trainee 1	0 - 800 Hours	\$35.37	\$3.96	\$2.00	\$1.77	\$0.88	\$43.98	\$0.20
Pump Operator Trainee 2	801 - 1600 Hours	\$37.45	\$4.19	\$2.00	\$1.87	\$0.94	\$46.45	\$0.21
Pump Operator Trainee 3	1601 - 2400 Hours	\$41.62	\$4.66	\$2.00	\$2.08	\$1.04	\$51.40	\$0.23
Pump Operator 1		\$43.70	\$4.89	\$2.00	\$2.19	\$1.09	\$53.87	\$0.24
Pump Operator 2		\$46.82	\$5.24	\$2.00	\$2.34	\$1.17	\$57.57	\$0.26
Senior Pump Operator		\$52.02	\$5.83	\$2.00	\$2.60	\$1.30	\$63.75	\$0.29
Plant Operator								
Plant Operator Trainee 1	0 - 1600 Hours	\$35.37	\$3.96	\$2.00	\$1.77	\$0.88	\$43.98	\$0.20
Plant Operator Trainee 2	1601 - 2400 Hours	\$37.45	\$4.19	\$2.00	\$1.87	\$0.94	\$46.45	\$0.21
Plant Operator 1		\$41.62	\$4.66	\$2.00	\$2.08	\$1.04	\$51.40	\$0.23
Plant Operator 2		\$43.70	\$4.89	\$2.00	\$2.19	\$1.09	\$53.87	\$0.24
Senior Plant Operator		\$45.78	\$5.13	\$2.00	\$2.29	\$1.14	\$56.34	\$0.25
Loader Operator								
		\$40.58	\$4.54	\$2.00	\$2.03	\$1.01	\$50.16	\$0.23
Mechanic								
Mechanic Uncertified 1		\$36.41	\$4.08	\$2.00	\$1.82	\$0.91	\$45.22	\$0.20
Mechanic Uncertified 2		\$39.54	\$4.43	\$2.00	\$1.98	\$0.99	\$48.94	\$0.22
Mechanic Red Seal		\$44.22	\$4.95	\$2.00	\$2.21	\$1.11	\$54.49	\$0.25

*Hourly contribution is approximate based on current monthly direct pay amount

**Matching pension is opt-out

Premiums	
Foreman	\$3.00 per hour
Lead Hand	\$1.50 per hour
First Aid	
Level 1	\$0.25 per hour
Level 2	\$0.50 per hour
Level 3	\$0.75 per hour
Steward	
Beginner/Toolbox 1	\$0.50 per hour
Toolbox 2 completed	\$0.75 per hour
3+ years served as a Steward	\$1.00 per hour

SCHEDULE “B” – OUTLINE OF INSURANCE PLAN COVERAGE
GOLD PLUS PLAN

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Major services: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit;
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of seven hundred dollars (\$700.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the fourteenth (14th) day of illness for a maximum of twenty-six (26) weeks.
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month), per employee, payable after twenty-six (26) weeks until age 65.

- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC BENEFITS TEAM www.clac.ca	1-888-600-2522
CLAC RETIREMENT TEAM (Group RSP & Pension Plan)	1-800-210-0200
GREEN SHIELD CANADA (access through <i>myclac.ca</i>)	1-888-711-1119
HUMANACARE (EFAP) www.humanacare.com/clac	1-800-661-8193

BENEFIT PLAN – FREQUENTLY ASKED QUESTIONS

1. When do my benefits start?

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

2. What must I do to enroll?

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

3. When will I receive my benefit start package?

You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.

4. Why does it take this long?

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

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

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

6. How do I make a claim?

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

7. Can my dentist submit claims directly?

Yes. Your dentist can submit your claims electronically.

8. Where do I get claim forms?

- *your union steward*
- *CLAC's member portal: myclac.ca*
- *the nearest CLAC Member Centre*
- *the CLAC Benefits Team: 1-888-600-2522*

9. Will I receive a prescription drug card?

Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card about a week after you receive your benefit start package.

10. What if I don't receive my prescription drug card?

You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefits Team at 1-888-600-2522 to make sure you receive one.

11. How do I make a disability claim?

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

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

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

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

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call the CLAC Benefits Team for more information.

RSP Questions

1. Who administers the CLAC Group RSP?

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

2. How can I contact them?

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

3. How is my account opened?

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

4. When is my account registered?

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

For more information on your CLAC Group RSP account contact the CLAC Retirement team or log on to myCLAC at myclac.ca .

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

Pension Plan Questions

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

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

2. Who should I call if I have questions?

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

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