Vote scheduled for Nov 3/16 Ratified

## MEMORANDUM OF AGREEMENT

**BETWEEN:** 

Central Aggregates, Valley Rite-Mix Aggregates

Lafarge Western Canada

A Division of Lafarge Canada Inc.

(the "Company")

AND:

Teamsters Local 213

(the "Union")

Re:

Renewal of Collective Agreement

The Company and the Union agree to recommend the following changes to the Collective Agreement subject to ratification of the membership:

# ARTICLE 7 - WAGES AND WAGE STATEMENT

### Statement:

The Company shall provide, via Canada Post or Electronic Payroll, every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amount of wages, vacation pay and pay for Statutory Holidays, and all deductions made therefrom, or any other contributions remitted on behalf of the employee by the Company, including Health and Welfare and Pension payments and/or other items that affect net pay. Such statements shall also include year-to date summaries. In the case of drivers paid on a mileage basis, the number of miles driven, the mileage rate and the earnings therefore shall also be shown.

# ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 The normal workweek for all employees covered by this agreement shall consist of five (5) days eight (8) hour days commencing on Monday and ending on Friday; except as follows:

If employees are required for the sixth day, this will be done on a *voluntary basis following* seniority basis. Time worked and will be paid at time and one half (1 ½) the hourly rate unless otherwise stated. The seniority list for the sixth day of work will commence at the most senior person who has not worked for the five (5) days in the preceding five (5) days.

Those who have had a voluntary day off during the week will be called next in order of seniority at straight time. Other employees if required will be called in on a rotational basis. If no one volunteers for overtime work, employees may be required to work in reverse seniority. i.e. Starting with the most junior employee on the seniority list and working up the list in reverse order of seniority. Junior employees who are required to work the sixth day will not normally be required to work a more than two (2) times in a month. Where the company does not have sufficient volunteers and the most junior employees have already worked two (2) times in the month, the Company will work its way up the list and require the next employees above them to work. Where the full crew is required, and/or the Company has already exhausted the seniority list for call ins, employees who have worked two (2) times in a month may be required to work additional days.

Employees who volunteer to work the sixth  $(6^{th})$  day will only be permitted to work three (3) times in a month, except where more than one (1) crew is required for a specific job, to ensure employees are getting proper rest.

The normal work day shall commence not earlier than 5:00 a.m. and allow employees to commence work in increments of thirty (30) minutes to no later than 9:00 a.m.

It is understood that once an employee's starting time has been established on his/her weekly schedule, it cannot be changed during the period of the schedule.

8.02 The work day shall be an eight (8) hour period, excluding one half (1/2) hour break for a meal, mid shift.

Effective date of ratification the Company will cancel its practice of paying Plant Operators 'work through lunch' every day regardless if they have worked through lunch. To be clear, employees who work through their lunch will be paid for their lunch, however if employees do not work through lunch they will not be paid for their lunch.

### **Additional Shifts**

8:13 Where more than one (1) shift is required, eight (8) hours exclusive of a meal period shall constitute the shift.

An afternoon shift differential of seventy-five cents (\$0.75) one dollar (\$1.00) per hour shall be paid to all employees working a second shift.

A graveyard shift differential of two dollars (\$2.00) per hour shall be paid to all employees working a third shift.

# ARTICLE 10 - STATUTORY GENERAL HOLIDAYS

# ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES

#### **Boot Allowance**

12:26 The Company will pay a boot allowance of up to a maximum of two hundred and twenty-five dollars (\$225.00) per annum, per employee upon submission of receipts to the employer. Maintenance employees may be allocated an additional allowance at the discretion of the employer. This amount will increase to two hundred and thirty-five dollars (\$235.00) effective January 1, 2017, increase to two hundred and forty-five dollars (\$245.00) effective January 1, 2018 and two hundred and fifty dollars (\$250.00) effective January 1, 2019.

# **ARTICLE 15 - HEALTH AND WELFARE**

15:02 The Company shall make contributions to the Plan at the following hourly rates, based on total hours for which the employee receives remuneration, this includes hours for which payment is received for Statutory General Holidays and annual vacations.

Effective January 1, 2014	Three dollars and ten cents (\$3.10) per hour
Effective January 1, 2015	Three dollars and twenty cents (\$3.20) per hour
Effective January 1, 2016	Three dollars and thirty cents (\$3.30) per hour
Effective January 1, 2017	Three dollars and forty cents (\$3.40) per hour
Effective January 1, 2018	Three dollars and fifty cents (\$3.50) per hour
Effective January 1, 2019	Three dollars and sixty cents (\$3.60) per hour

#### **ARTICLE 16 - PENSION**

16:01 The Teamsters Pension Plan will be mandatory for all members on the basis of Employer contributions:

The Company shall make contributions to the Plan at the following hourly rates, based on the total hours for which the employee receives remuneration, this includes hours for which payment is received for Statutory General Holidays and annual vacations:

Effective January 1, 2014	Six dollars and thirty cents (\$6.30) per hour
Effective January 1, 2015	Six dollars and forty cents (\$6.40) per hour
Effective January 1, 2016	Six dollars and fifty cents (\$6.50) per hour
Effective January 1, 2017	Six dollars and sixty cents (\$6.60) per hour
Effective January 1, 2018	Six dollars and seventy cents (\$6.70) per hour
Effective January 1, 2019	Six dollars and eighty cents (\$6.80) per hour

### ARTCLE 21 - TERM OF AGREMENT

#### Term:

21:01 This Agreement shall be in full force from January 1st, 2014-2017 to December 31st, 2016 2019.

### APPENDIX "A" - RATES PER HOUR

CLASSIFICATIONS	CURRENT	January 1, 2017	July 1, 2017	January 1, 2018	January 1, 2019
Plant Operator	\$ 31.05	-	-	-	-
Mobile Equipment	\$ 31.05	-	-	-	-
Mechanic	\$ 32.31	-	-	-	-
Welder	\$ 32.31	-		-	-
Labourer	\$ 25.57	-	-	-	-
Sand & Gravel Operator	\$ 31.05	\$ 31.55	\$ 31.90	\$ 32.30	\$ 32.70

Wages noted above reflect increases of 1.5% effective January 1, 2017, 1% effective July 1, 2017, 1.25% effective January 1, 2018 and 1.25% effective January 1, 2019. The Company will adjust the wage in the above noted classification in January 2019 to the CPI level for Metro Vancouver as published by Statistics Canada, on or about January 2019 provided CPI is at least one percent (1%) higher than the wage stated in Appendix A.

Lead Hand: one dollar and fifty cents (\$1.50) per hour over highest classification supervised. Lead Hands are entitled to work with their crews as governed by seniority and shall remain within the confines of their crew's work area.

Lead Hand for Plant Operators: one dollar and fifty cents (\$1.50) per hour where applicable, including afternoon shift.

Working Foreman (Shift Boss Certificate [G] – Ministry of Mines): paid – two dollars and fifty cents (\$2.50) per hour over highest classification supervised.

Ticketed Trades (Limited to Welder, Millwright, Mechanic or Electrician): Employees who hold a valid trade ticket and are required to use that ticket through instruction from management will be paid a premium of \$1.25 per hour worked not compounded for overtime.

Signed this 1st day of November 2016 in the city of Abbotsford, British Columbia

On behalf of the Company:

Susan Davison

Employee and Labour Relations Manager, WCAN

Nick Leuzinger

Operations Manager GVA Aggregates

Jeevan Wadhawa

Plant Manager - Central Aggregates

On behalf of the Union:

**Greg Lacroix** 

**Business Representative** 

**Dave Aleck** 

Shop Steward/Bargaining Committee Member