

**SPECIAL READY-MIX AGREEMENT**

**BETWEEN**

**O.K. READY MIX  
A DIVISION OF LEHIGH HANSON MATERIALS LIMITED**

**AND**

**TEAMSTERS LOCAL UNION No. 213**



**January 1, 2022 – December 31, 2024**

**TONY SANTAVENERE  
Secretary-Treasurer**

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**SPECIAL READY-MIX AGREEMENT**

THIS AGREEMENT MADE this 1<sup>st</sup> day of January, 2022

**BETWEEN:**            **O.K. READY MIX**  
                         **A DIVISION OF LEHIGH HANSON MATERIALS LTD.**  
                         925 Ellis Street  
                         Kelowna, B.C.    V1Y 1Y9

(hereinafter called the Company)

**OF THE FIRST PART**

**AND:**                **TEAMSTERS LOCAL UNION No. 213,**  
                         affiliated with the International  
                         Brotherhood of Teamsters

(hereinafter called the Union)

**OF THE SECOND PART**

WHEREAS, it is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees;

NOW THEREFORE, the Parties hereto agree as follows:

**ARTICLE 1 - INTERPRETATION AND INTENT**

**INTERPRETATION**

- 1:01    The headings of each Article of this Agreement may be referred to in the interpretation of the various sections thereunder, and this Agreement shall be interpreted as a whole.
- 1:02    In the event that any word, phrase, sentence, section or Article of this Agreement is declared invalid by any Court or Tribunal of competent jurisdiction, only such word, phrase, sentence, section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in force and effect.

**ARTICLE 2 - UNION SECURITY**

**COVERAGE**

- 2:01    The Company recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.

## **MEMBERSHIP**

- 2:02 This Agreement and appropriate schedules shall cover all employees of the Employer covered by the certificate, Schedule "A" and Article 3, New Classifications.
- 2:03 It is agreed that all work coming within the description of the Bargaining Unit, shall be performed by Employees of the Company, who are members of the Teamsters Union Local 213 unless otherwise mutually agreed upon.
- 2:04 Any employee who does not retain their membership in the Union and who has been laid off for any reason, will not retain their seniority with the Company.

## **AUTHORIZATIONS OF DEDUCTIONS**

- 2:05 New employees shall be required to sign authorization cards for the deductions of initiation fees, dues, and assessments in the amounts as required by the By-Laws of the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made. It is understood that dues are payable quarterly in advance. Dues shall be deducted from the second pay of the month previous to the quarter, for which they are applicable.

## **PICKET LINES**

- 2:06 It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a picket line which has not been declared illegal by a Court or Tribunal of competent jurisdiction.

Wherever possible, the Union shall endeavour to notify the Company of such picket lines.

- 2:07 It shall not be considered a violation of this Agreement, or reason for discharge, if an employee refuses to deliver to a job or project which has been declared unfair by the British Columbia and Yukon Building and Construction Trades Council or any of its affiliated area building trades Councils. Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company.

## **STRIKES AND LOCKOUTS**

- 2:08 During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work, or slowdown, either partial or general.

## **UNION HIRING HALL**

- 2:09 When additional employees are required, the Company shall give the Union first opportunity to refer Union members for employment. The Company shall contact the appropriate Union Hiring Hall when additional employees are required. The union will have 2 work days after notification to refer suitable persons. In the event the Union is unable to refer suitable persons and the Company hires a person who is not a member of the Union, the Company must contact the appropriate Union office before the person commences work, or else the Company will remove such person from the job at the request of the Union.

- 2:10 When additional employees are required within an area which is not serviced by a permanently established and operating Union hiring hall, the Company will extend first opportunity to Union members who meet the Company's requirements and who apply for employment or have been referred to the Company by the Union.
- 2:11 Employees hired who are not members of the Union and have completed their probationary period shall have seven (7) days in which to become members of the Union.
- 2:12 Should it become impossible for the Company to hire outside equipment locally from:
- (a) Companies with employees under agreement to this Local Union, or
  - (b) The Company shall be free to hire outside equipment from
    - (i) Companies with employees under agreement to another Teamster Local.
- 2:13 The Company agrees that work presently performed by members of the bargaining unit will not be let out to contract or carried out by hired equipment if appropriate Company equipment is available for this work, and members of the bargaining unit normally performing this work would be laid off as a result.

## **RENTAL EQUIPMENT**

- 2:14 When Company equipment is leased or rented to other persons or companies such equipment shall be operated by Company employees who are members of the Union.
- 2:15 In the event that the Company should require any employee covered by this Agreement to engage in work on construction, in the confines of a construction site, which has established wage rates and conditions other than those contained herein, such employee shall be paid at the more favourable wage rate and conditions while so engaged, however, there shall be no duplication of benefits.

## **SHOP STEWARDS**

- 2:16 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Reasonable time shall be given the Shop Steward to carry out their duties.
- 2:17 The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the reason for discharge.

## **INSPECTION PRIVILEGES**

- 2:18 Authorized agents of the Union shall upon first notifying the person in charge, have access to the Company's establishment during working hours for the purpose of adjusting Union-Company disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however that there are no interruptions of the Company's working schedule.

- 2:19 Executive Officers of the Union or Shop Stewards, who are required to attend executive meetings at the call of the Union shall be allowed time off by the Company, without pay, provided reasonable notice is given to the Company.

### **ARTICLE 3 - NEW CLASSIFICATIONS**

- 3:01 The Company shall notify the Union when any new classification coming under the jurisdiction of this Agreement is added or if there is substantial change in the duties of the existing job. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification.

### **ARTICLE 4 - DISCHARGE AND DISCIPLINE OF EMPLOYEES**

#### **DISCHARGE**

- 4:01 (a) The Company has the right to discharge any employee for just cause such as drunkenness, dishonesty, incompetency or absence without leave. Employees shall be notified in writing the following day the reasons for their dismissal with a copy to the Union.
- (b) Any disciplinary notice or warning letter in an employee's file will be disregarded after thirty-six (36) months from date of incident, providing there is no reoccurrence of a similar incident during that time.
- 4:02 Any employee disciplined or reprimanded shall have the right to have the Shop Steward or Union Representative present if such reprimand is to become a permanent part of an employee's file.
- 4:03 Any employee shall receive a copy of any written reprimand or warning letter placed on their file with a copy to the Union

### **ARTICLE 5 - EMPLOYER'S RIGHTS**

- 5:01 Subject to the terms of this Agreement, the management and the operation of, and the direction and promotion of the working force is vested exclusively in the Company. The Company shall have the right to select its employees and to discipline or discharge them for just cause.

### **ARTICLE 6 - WAGES AND WAGE STATEMENT**

#### **WAGES**

- 6:01 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. These rates are the minimum rates. Appendix "A" shall be deemed to be contained in and form part of this Agreement.



## **STATEMENT - Direct Deposit and use of Kronos**

- 6:02 (a) The Employer shall pay each employee every two (2) weeks on a Friday by electronic deposit, all wages due, up to and including the previous Saturday. Separate detailed statements showing all hours worked, rate of pay and an itemized list of deductions, shall be available in an electronic format to each employee each and every payday. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- (b) The Company shall supply each employee with a daily swipe card to be, swiped in/out and the commencement/end of each work day showing the total hours worked that day.

The Company shall calculate the employee's pay based on the collected Kronos data

Should an error occur on the time clock, it shall be changed by the employer after consultation with the Employee.

- 6:03 Vacation pay shall be paid during the regular pay cycle.

## **TERMINATION CHEQUES - End of Current Pay Cycle**

- 6:04 If an employee is discharged by the Company, or quits, they shall be paid all monies due on the following pay cycle. The monies due will be payable through head office and will be mailed to the employee upon request. If an employee is laid off they shall receive their wages on the first payday following the day they were laid off.

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

- 7:01 (a) Eight (8) continuous hours, excluding the lunch period shall constitute a regular day's work, and forty (40) hours shall constitute a regular week's work.

The Employer and the Union may agree, from time to time, that employee's upon consent, may work through the lunch period as time counted.

- (b) The work week shall consist of five (5) consecutive days commencing on Monday and ending on Saturday. The starting times of the day shift shall be 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., and 8:30 a.m. All start times prior shall be paid at the overtime rate. Operational requirements and employee seniority, by location, will be considered when assigning start times. Start times will be scheduled by location however operational requirements will dictate work from then on.

Service may be provided on Saturdays based on the following formula:

1. Employees who have not completed forty (40) hours during the work week prior to the Saturday shall be asked to work the Saturday. Seniority shall prevail. Such employees shall be paid at regular rates of pay until they have completed their forty (40) hours. Thereafter overtime rates shall apply.

2. Should the Company require employees who have completed forty (40) hours during the work week prior to the Saturday, such employees shall be paid at the appropriate overtime rate of time and one-half (1½x) for the first four (4) hours and double time (2x) thereafter.

3. Saturday overtime shall be allocated whenever possible on the basis of seniority on a voluntary manner, provided the employee is capable of doing the job. However, upon reaching the bottom of the list with respect to seniority, the junior employees(s) shall be required to do the overtime, unless the employee cannot work the Saturday overtime due to illness or pre-approved absence in which case the employee need not work that Saturday overtime.

(c) Employees shall be able to utilize Company scheduling systems after 5:00 pm for the next regular work day.

7:02 (a) Time worked in excess of eight (8) hours shall be paid at time and one-half (1½x) for the first two (2) hours and double time (2x) thereafter.

(b) All time worked on a Sunday or a General Holiday will be paid at double time (2x) the regular rate.

(c) Time worked in excess of ten (10) hours shall be paid at double time (2x) until a break of eight (8) hours occurs.

(d) With respect to General Holidays, the foregoing overtime provisions are in addition to eight (8) hours wages which shall be paid in any event.

7:03 Scheduled overtime shall be divided as evenly as possible, commencing with the most senior employee within the classification required. Every attempt will be made by the Company to allocate overtime on an equal percentage basis to the employees. Straight time worked to be calculated each quarter. When overtime is to be worked on a shift or non-scheduled work day the employee working at the job on the shift shall perform the overtime. If such an employee has a prior commitment or cannot work the overtime for any justifiable reason, they need not perform the overtime providing the request is made at the commencement of the shift and another employee is available to perform the work. Confirmation will be given in the first half of the shift and shall not be unreasonably withheld.

## **SHIFT WORK**

7:04 When more than one (1) shift is required and continued for three (3) or more consecutive days, seven and one-half (7½) hours exclusive of lunch period shall constitute the second shift for which eight (8) hours shall be paid. Seven (7) hours exclusive of lunch period shall constitute the third (3rd) shift for which eight (8) hours shall be paid.

## **CALL OUT**

7:05 Any employee who is called to work on any day shall be guaranteed four (4) hours pay.

7:06 Double time (2x) shall be paid for hours worked on an employee's normal day off, except as outlined under Section 7:01 (b).



- 7:07 Any employee who has completed their regular shift and who is called in to work that same day shall be guaranteed four (4) hours pay at the applicable overtime rate.

## **ARTICLE 8 - SENIORITY**

### **PROBATIONARY PERIOD**

- 8:01 All new employees shall have a probationary period of forty (40) days worked or ninety (90) calendar days, whichever comes first. All new employees shall, be paid at eighty-five percent (85%) of their classification rate on wages only.

### **SENIORITY LIST AND CLASSIFICATIONS**

- 8:02 Seniority shall be plant wide with the exception that all employees working under this Agreement in the area of Lake Country to West Kelowna inclusive shall be listed as one seniority plant. Effective January 1, 2022, all Vernon employees will be placed into the Kelowna seniority list, with a seniority date of January 1, 2022, and the Vernon location will be scheduled as a satellite plant. Current employees working in the Vernon plant will be provided preferential scheduling for work out of the Vernon plant. However, all employees in the crushing division shall be listed as a separate seniority plant.

Within each plant the Company will post and maintain seniority listings. Such up to date listings will show the name, classification, starting date of each employee, and shall forward a copy of each list to the Union as it is posted. Such lists shall be renewed and posted each April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

### **LAYOFF AND REHIRE**

- 8:03 Seniority shall be maintained in the reduction and restoration of the work force provided the employee is reasonably competent to perform the job, i.e.
- (a) the Company, when laying off employees shall lay them off in reverse order of their seniority of employment with the Company and
  - (b) the Company shall re-hire laid off employees according to their seniority with the Company.
  - (c) Employees who are laid off and then recalled by the Company, must notify the Union dispatch office.
- 8:04 (a) No employee shall lose their rights or benefits to this Agreement for being unavailable for work after a layoff of more than five (5) working days but less than thirty (30) working days unless reasonable notice has been given. An employee must be available for work not later than the regular required starting time the second working day after being contacted by the Company.

## **RECALL**

- (b) Employees on layoff for periods of thirty (30) days or longer shall be given a maximum of seven (7) days to return to work subject to the Company's responsibility to notify the employee in writing at the last listed address of the employee. If the employee fails to comply with the above, they shall be considered terminated.

## **JOB POSTINGS**

- 8:05 The Company shall post, and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, in a conspicuous place at the plant where a new position becomes available notice of any vacant positions, new positions and promotions. Any employee within that plant may apply for any such vacant or new position and the Company shall fill such position with the applicant who has the greatest plant seniority provided that such employee is reasonably competent to do the work.

Any employee wishing to transfer from one plant to another plant will make application in writing to the Company with a copy to the Union and will be given preference over a new applicant provided they are reasonably competent and qualified.

When an employee transfers from one plant to another plant they shall maintain their seniority for the purposes of holidays and benefits only. They shall, however, maintain their seniority in their former plant for a maximum of thirty (30) days.

- 8:06 However, an employee who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who is posted for a training position may be given preference.
- 8:07 The successful applicant shall be on probation in their new job for twenty-one (21) working days during which time they may be returned to their former job if they do not make satisfactory progress or if they applies to the Company to be returned.

The Union shall receive copies of all the postings and assignments of the postings.

## **NEW EMPLOYEES SENIORITY RE-QUALIFY**

- 8:08 Any new employee shall be credited with seniority from their first day of employment with the Company after completion of their probationary period.

Any new employee who, in the twelve (12) month period from their first day of employment with the Company, is not employed for a greater period than six (6) months, shall not be credited with seniority for the period worked and, if re-hired, shall be considered as a new employee.

## **LOSS OF SENIORITY**

- 8:09 Seniority will not be retained by any employee who is terminated for lack of work and who is not re-hired within a period of twelve (12) months from the date of termination. However, should a properly notified employee not report for work then their name would be removed

from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

## **JOB TRAINING**

- 8:10 The Company will not unreasonably withhold training opportunities, on the employee's own time, to any employee who has indicated a desire to learn the work of other positions.

## **ARTICLE 9 - GENERAL HOLIDAYS**

### **GENERAL HOLIDAYS**

- 9:01 Every employee covered by this Agreement who has been regularly employed for thirty (30) days, shall receive a day's pay for New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, December 31<sup>st</sup>. General Holidays will be capped at fourteen (14) days; provided however, that the employee shall have worked their scheduled work day after such holiday, unless express permission to be absent shall be obtained from their Superintendent. Any other holiday proclaimed by the Provincial government will result in a current holiday being deleted (by order December 31<sup>st</sup>, then Boxing Day).
- 9:02 Any employee required to work on any of the above holidays shall receive double time in addition to the day's pay.

### **QUALIFY**

- 9:03 Employees who have qualified under Section 9:01 shall only qualify for General Holiday pay if they have worked five (5) days within thirty (30) days immediately preceding the date of the holiday. Annual paid vacation will be considered as days worked for the purposes of qualifying for the General Holiday. Banked time off will not be considered as days worked for the purpose of qualifying for the General Holiday. Time off due to sickness for any absence of three (3) days or less will not be considered as days worked for the purpose of qualifying for the General Holiday. Refer to Article 9:04 when off sick on STD for four (4) days or more.

### **GENERAL HOLIDAYS WHEN OFF SICK**

- 9:04 The Company shall pay all regular employees for all General Holidays falling within the first one (1) month following date of absence due to illness but not while receiving WorkSafeBC benefits.
- 9:05 Should a General Holiday(s) fall on an employee's normal day(s) off, the scheduled work day(s) immediately following will be observed.

## **ARTICLE 10 - ANNUAL VACATIONS**

### **VACATION PAY ON EACH DEPOSIT**

Employees will have the eligible percentage of vacation pay earned deposit during each pay period. The vacation period will run from January 1<sup>st</sup> to December 31<sup>st</sup> for each calendar year. The amount will be increased to the next level of percentage in the pay period of the anniversary date of the employee. Weeks of eligibility in each calendar year will be based on seniority as of January 1<sup>st</sup> that calendar year.

At the end of each calendar year the Company will provide additional monies for any employee that did not receive the better of their vacation hours earned times the base rate of pay on December 31<sup>st</sup> compared the percentage of gross vacation pay paid during each pay period. Vacation monies paid will be part of this calculation.

### **TWO WEEKS**

10:01 Each regular employee who has completed one (1) year of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks' vacation, or four percent (4%) of their gross earnings paid to that employee during the year they qualify for such vacation, whichever is the greater.

### **THREE WEEKS**

10:02 Each regular employee who has completed three (3) years of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to three (3) weeks' vacation, or six percent (6%) of their gross earnings paid to the employee during the year they qualify for such vacation, whichever is the greater.

### **FOUR WEEKS**

10:03 Each regular employee who has completed nine (9) years of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to four (4) weeks' vacation, or eight percent (8%) of their gross earnings paid to the employee during the year they qualify for such vacation, whichever is the greater.

### **FIVE WEEKS**

10:04 Each regular employee who has completed sixteen (16) years of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to five (5) weeks' vacation, or ten percent (10%) of their gross earnings paid to the employee during the year they qualify for such vacation, whichever is the greater.

## **SIX WEEKS**

- 10:05 Each employee who has completed twenty-five (25) years of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to six (6) weeks' vacation, or twelve percent (12%) of their gross earnings paid to the employee during the year they qualify for such vacation, whichever is the greater.
- 10:06 An employee who terminates their employment with the Company shall be paid vacation pay in the appropriate percentage contained in Sections 10:01 through 10:05 herein.

## **VACATION PREFERENCE AND LISTS**

- 10:07 Not later than February 1<sup>st</sup> of each year, the Company shall post a vacation list on the bulletin board(s) and each employee shall indicate their vacation preference thereon not later than March 31<sup>st</sup>. Vacation period preference shall be governed by seniority and when the vacation period is established it shall not be changed except by mutual agreement between the Company and the employee.
- 10:08 Employees shall take their annual vacation within the year they are entitled to said vacation.
- 10:09 The Company shall consult with the Union in an effort to increase the number of employees allowed off on holidays during the school vacation periods.
- 10:10 Any employee accepting gainful employment while on vacation shall be dismissed.

## **ARTICLE 11 - GENERAL WORKING CONDITIONS**

### **ON JOB INJURY**

- 11:01 An employee shall not suffer a loss in regular wages on the day they have a personal on the job injury requiring medical attention.

### **MEAL AND REST BREAKS**

- 11:02 (a) The Company shall not require any employee covered by this Agreement to work less than three (3) or more than five (5) consecutive hours at any time without one-half (½) hour lunch break.
- (b) Working through a lunch break shall be counted as part of an employee's regular eight (8) hour shift.
- (c) If the employee is required to work more than eleven (11) hours they will be entitled to a meal break. The employee shall be paid twelve dollars (\$12.00), to be paid on their next pay cheque, to cover the cost of the meal and the time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked.
- (d) This provision shall be repeated every four (4) hours.



## **REST BREAK**

- 11:03 A rest break shall be allowed each employee of the Company as close to midway in the first half of the shift, and as close to midway in the second half of the shift, as possible. Time allowed for rest breaks shall be up to, but not more than fifteen (15) minutes each.

## **SAFETY EQUIPMENT**

- 11:04 Any employees who are required to perform any heavy lifting, assistance shall be provided, where that lifting is in excess of WorkSafeBC regulations.

Employees must wear suitable safety footwear, as designated by the Company, as a condition of employment. On an annual basis the Company will provide a payment of one hundred and fifty dollars (\$150.00) in the second pay period of April or the second pay period after recall if the employee has worked one thousand (1,000) hours in the previous calendar year.

## **SAFETY MEETINGS**

- 11:05 The Company shall establish or continue a Safety Committee of which management personnel shall not outnumber Union members. This Committee shall operate as required by the WorkSafeBC regulations.

This committee shall operate as required by WorkSafeBC regulations "and meet every second month" unless otherwise requested by the WorkSafeBC. Copies of the minutes to be forwarded to the Union. If an employee is required by WorkSafeBC or the Department of Mines, to attend an upgrading course the employee will be paid their straight time hourly rate for scheduled class time attended.

The Company when required by WorkSafeBC or Department of Mines Regulations to have first aid and safety personnel, the Company shall pay those employees in addition to their regular rate, fifty cents (50¢) per hour for those employees who have a Class C first aid ticket and are safety representatives.

## **TIME OFF RE: ACCIDENTS**

- 11:06 Should an employee be involved in an accident while on Company time, or with a Company vehicle, they shall be allowed time off without loss of pay to go to Court or any other agency as may be required. The Company will supply representation for the employee if there is any possibility of the Company being involved in any action because of the accident. The above to apply if required to appear as a witness on behalf of any case or accident as outlined above.

## **HIGHER CLASSIFICATIONS**

- 11:07 If an employee starts their day's work, they shall not be paid less than their regular posted rate for the day. If work is to be made available at a lower classification, they shall be notified the day previous.
- 11:08 If an employee works at a Classification of a higher rate for more than two (2) hours, they shall be paid the higher rate for the whole shift.



## VEHICLE SAFETY

11:09 Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates Company/CVSE requirements. It shall be the driver's or operator's responsibility to report in writing to the immediate supervisor, any vehicle considered unsafe. Such vehicle shall be tagged "OUT OF SERVICE" until deemed fit to operate within Company/CVSE requirements.

## JURY DUTY

11:10 The Company shall continue to pay any employee whose absence is due to the serving of Jury Duty, provided, however, that all sums received by way of payment for Jury Duty, shall be payable to the Company, to the end, that no employee shall receive both their regular applicable rate and Jury Duty pay. It is agreed that employees must make themselves available for work when not required to be in attendance as Jurors.

## LEAVE OF ABSENCE

- 11:11 (a) (i) When requirements of the Company's services will permit, any employee hereunder, upon written application to the Company, with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leaves, the employee shall retain and accrue seniority only.
- (ii) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing and seniority will accrue during such extension.
- (iii) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit their seniority and their name will be stricken from the seniority list and they will no longer be considered as an employee of the Company.
- (iv) In the event the Company grants written leave of absence, with a copy to the Union, to an employee who has suffered the revocation of their driver's licence, it shall not be a violation of this Agreement for that employee to accept employment elsewhere.
- (v) Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied such request.
- (b) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, they may retain their seniority for a maximum of ninety (90) calendar days within the former unit. Notice shall be given in writing prior to the employee leaving the bargaining unit. Not later than on the ninetieth (90th) calendar day of this period, the employee must exercise their seniority rights by returning to their former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, they must remain within the unit for a

minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

## **MEDICAL EXAMINATIONS**

- (c) No employee shall suffer a reduction in regular wages as a result of having a physical examination required by the Company. If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out their regular duties, the following procedure shall be applied:
  - (i) The Company shall assign the employee to other duties, if possible. In the event it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee, at their own expense shall have the right to be examined by their personal physician.
  - (ii) Where there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - (iii) The findings of the consultant shall be final and binding.
  - (iv) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
  - (v) Should the consultant deem the employee to be capable of carrying out their regular assigned duties, then the employee shall not suffer any loss of earnings caused by them having been removed from or temporarily suspended from, their regularly assigned duties.

## **EMPLOYEE REQUEST – ACCOMMODATION**

- (d) The Employee may request accommodation in the work place. Any time or cost required by the employee to provide sufficient documentation as required and or requested by the Company shall be at the employees cost and time.

If, following a company review of the documentation, any employee is deemed to be physically incapable of carrying out their regularly assigned duties; the following procedure shall be applied:

- (i) The Company shall assign the employee to other duties if possible. In the event the Company does not find suitable regular work, the Company shall notify the Union that the employee cannot be accommodated. Should the Union or the employee disagree with the said findings, the employee, at their own expense, shall have the right to be examined by their personal physician and have tasks that the employee requests to do reviewed.
- (ii) If there is no agreement between the two physicians on the condition of the employee the two physicians shall select a medical consultant to examine the employee with respect to the dispute.

- (iii) The findings of the consultant shall be final and binding.
- (iv) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
- (v) All parties will cooperate with the duty to accommodate guidelines and requirements as established by government regulation.
- (vi) Should the consultant deem the employee to be capable of carrying out their regularly assigned duties, then the employee shall not suffer any loss of earnings caused by them having been removed from or temporarily suspended from their regularly assigned duties.

## **COVERALLS**

11:12 Upon request by the employee, the Company shall provide union made coveralls. The coveralls shall be maintained by a Teamster certified firm, if available in the local area once a week, if used. The employee will be responsible to reimburse the Company the cost of any coveralls not returned upon request. A final pay cheque may have the cost deducted prior to release of the final pay.

## **WASHROOMS**

11:13 Where possible, the Company agrees to maintain in its terminal and depots, adequate lunch rooms, clean, sanitary washrooms, having hot and cold water and with toilet facilities. The Company shall maintain a smoke-free environment in all of its buildings.

## **GLOVES**

11:14 The Company agrees to supply gloves as required to each employee regularly required to handle concrete products. This shall apply to drivers of ready-mix trucks, also, this shall apply to initial issue and shall thereafter be on an exchange basis.

## **BEREAVEMENT LEAVE**

11:15 In the event of a death in their immediate family and upon the request of a regular employee, three (3) straight-time eight (8) hour days off work will be paid for by the Company provided that one shall be the day of the funeral except where such day is the employee's regular day off. Immediate family shall be defined to include a spouse, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, grandparents. In addition, if the employee is notified of the death while they are working, they will be excused from and paid for the balance of that working shift, and such time shall not be charged against the three (3) days of leave. Granting of bereavement leave for relatives or dependents other than those described above shall be at the discretion of the Company.

Upon giving twenty-four (24) hours' notice, an employee shall be granted time off without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

## **LICENCES**

11:16 Should the Company or the Superintendent of Motor Vehicles or any Government Agency require licences or certifications beyond those currently required for the job, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee.

## **BONDING**

11:17 Should the Company require bonding and/or insurance beyond the normal requirements for the job they are doing, the Company will allow time off without loss of pay to the employee, and the Company shall be required to pay for any bonding or insurance they require.

## **ARTICLE 12 - TRANSPORTATION AND BOARD**

### **TRAVELLING**

12:01 In the event that any employee is required to work at a place of work which is in excess of 60 kilometers from their normal place of work, the Company shall pay based on Canada Revenue Agency Guidelines:

- (a) All their travelling expenses, including meals, to and from such place of work and shall pay wages for the first eight (8) hours of each twenty-four (24) hours.

### **BOARD**

- (b) All their expenses for first class living accommodation and meals where they are required to live away from their normal living accommodation.

### **LOCAL TRAVEL**

12:02 When work is available for employees at their normal starting place or depot, and they are directed to work out of other depots, plants, or designated areas, they shall be paid while travelling from their normal starting place or depot and return and additionally, at the Company's option, either:

- (a) a travelling allowance of thirty-three cents (33¢) per kilometre, or
- (b) by means of Company provided transportation.

### **WORK OPPORTUNITY, OTHER DEPOTS**

12:03 When work is not available for employees at their regular starting place or depot and work is available at another plant or depot, employees laid off from their regular depot will be given the opportunity to work at the other plant or depot provided they are qualified. Employees other than maintenance employees shall not be entitled to receive travelling time or allowance or to be provided with transportation.

## ARTICLE 13 - GRIEVANCE PROCEDURE

### QUALIFYING PERIOD

13:01 If during the term of this Agreement, there should arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violation, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union.

The Company and the Union agree that any grievance between the parties shall be settled as quickly as possible, in an orderly manner, without stoppage of work and in accordance with the grievance procedure set out in this Article.

Time limits to institute grievance procedure:

- (a) All grievances - ten (10) calendar days;
- (b) Payroll errors - thirty (30) calendar days from the date the employee received the pay cheque or pay statement.

Time limits may be extended only by mutual consent of the parties. The employee shall take up their grievance as soon as possible - the time limits are maximum periods not minimum periods. A grievance not processed within the time limits set out in this Article shall be deemed to have been settled or abandoned.

**Step 1** The employee, with or without a Shop Steward or an officer of the Union, shall take the matter up with the Company. Step 1 must be completed within five (5) working days from the date the Supervisor received the grievance, or the matter shall be referred to Step 2.

**Step 2** Should no solution be reached under Step 1 then, an officer, or officers of the Union together with the employee, if they so wish, shall present the grievance in writing to an authorized representative of the Company. Should a solution be reached it shall be final. Step 2 must be completed within five (5) working days from the completion of Step 1, or the matter shall be referred to Step 3 or 4.

### **Step 3 Arbitration**

If the parties fail to settle the grievance under the aforementioned Steps of the Grievance Procedure, the grievance may be referred to an Arbitration Board as provided in 13:02.

### **ARBITRATION- Move to single arbitrator**

13:02 Where the parties proceed to arbitration a single Arbitrator will be selected to resolve the dispute. If the Union and the Employer are unable to agree on a single Arbitrator, the Chair of the Labour Relations Board will be asked to appoint one. The Arbitrator so agreed or appointed will meet jointly with both Parties as quickly as practical to hear the dispute, and each Party may present evidence and make both written and oral presentations. The decision of the Arbitrator will be final and binding on both parties.



## **SUSPENSION OR DISCHARGE**

- 13:03 If the Arbitration Board finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights, benefits and privileges which they would have enjoyed if the suspension or discharge had not taken place, AND PROVIDED THAT, the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Employer to pay less than the full amount of wages lost, AND FURTHER PROVIDED THAT, if it is shown to the Arbitration Board that the employee has been in receipt of wages during the period between discharge or suspension and re-instatement, the amount so received shall be deducted from wages payable by the Company pursuant to this Section.
- 13:04 The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

## **APPEAL OF DECISION**

- 13:05 If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to, and with all the powers provided by this clause.

## **COST OF SINGLE ARBITRATOR**

- 13:06 The expenses and remuneration of the Arbitrator shall be paid by both Parties in equal shares.

## **POWERS OF THE BOARD**

- 13:07 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

## **ARTICLE 14 - HEALTH AND WELFARE**

- 14:01 All employees of the Companies who are members of the Union shall be covered by the Teamsters (Local 213) Health and Welfare Plan as per Appendix "B" attached hereto and forming part of this Agreement.

### **14:02 Teamsters (Local 213) Pension Plan**

All employees of the Companies who are members of the Union shall be covered by the Teamsters (Local 213) Pension Plan as per Appendix "B-1".

- 14:03 Sick leave shall continue as set out in Appendix "C" hereunto annexed and forming part of this Agreement.



## **ARTICLE 15 - PLANT CLOSURE, TECHNOLOGICAL CHANGE & SEVERANCE PAY**

- 15:01 Should the Company during the term of this Agreement introduce any process of production or equipment or technique which will affect the terms, conditions or security of employment of any of the employees, or
- 15:02 Should the Company decide to close down any of its operations in full or in part, which would result in the termination or lay off of any employees, it is agreed that the Union and the employees will be given as much notice as possible.

The Company and the Union agree to discuss the following:

- (a) Relocation of employees where a common seniority list applies;
- (b) Retention of seniority;
- (c) Notice or severance pay in lieu of notice.

In the case of severance pay, or notice in lieu of, the Company shall pay all employees with three (3) or more years of service, severance pay, or notice, in the amount of one (1) week's pay for each year of service, to a maximum of eight (8) weeks.

If severance pay is paid to any employee before their right of recall expires, the employee forfeits their right of recall.

## **ARTICLE 16 - SAVINGS CLAUSE**

- 16:01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages of this schedule, working fewer hours than stipulated in this Agreement, shall suffer a reduction in wages, conditions, or increase in hours because of the adoption of this Agreement.

## **ARTICLE 17 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

- 17:01 The Employer shall make contributions at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer. The above contributions shall commence on the first (1<sup>st</sup>) day of January 2020

## **ARTICLE 18 - TERM OF AGREEMENT**

- 18:01 This Agreement shall be in effect from and including January 1, 2022 to and including December 31, 2024, and shall continue in effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect, until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

SIGNED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX "A" WAGE RATES**

<b>CLASSIFICATION</b>	<b>Jan 1/21</b>	<b>Jan 1/22</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>
Aggregate Plant Operator	\$32.13	\$33.34	\$34.49	\$35.64
Front End Loader over 6 yards	\$32.40	\$33.60	\$34.75	\$35.90
Front End Loader 3 to 6 yards	\$32.06	\$33.27	\$34.42	\$35.57
Front End Loader under 3 yards	\$31.77	\$33.00	\$34.15	\$35.30
Mixer Plant Operator	\$31.71	\$34.01	\$35.16	\$36.31
Pump Truck Operator	\$35.52	\$33.66	\$34.83	\$35.99
Boom Truck Operator	\$33.34	\$35.01	\$36.16	\$37.31
Mechanics – Red Seal	\$33.36	\$39.53	\$40.68	\$41.83
Mechanics	\$33.36	\$35.03	\$36.18	\$37.33
Transit Mixer	\$31.77	\$33.00	\$34.15	\$35.30
Tandem Front Boost-a-load	\$32.30	\$33.51	\$34.66	\$35.81
Tandem Mixer Semi Trailer	\$32.14	\$33.10	\$34.25	\$35.40
Truck Drivers – Single Axle	\$31.56	\$32.66	\$33.81	\$34.93
Truck Drivers – Dump Truck & Pup	\$31.93	\$33.15	\$34.30	\$35.45
Yard Crew	\$31.34	\$32.59	\$33.74	\$34.89

All wages for all classifications will be provided the increase upon the pay period including January 1, 2022, except where specifically stated.

Working Foreperson and Mixer Plant Operator shall be paid fifty cents (50¢) per hour over the highest rate under their supervision, including their own classification.

Maintenance shop apprentices shall be paid at the following progression rates:

Prior to completing their pre-apprenticeship training, fifty-five percent (55%) Journeyperson's rate, and shall be classified as shop helper.

Upon completion of pre-apprenticeship training:

First six (6) months	Sixty percent (60%) Journeyperson's rate
Second six (6) months	Sixty-five percent (65%) Journeyperson's rate
Third six (6) months	Seventy percent (70%) Journeyperson's rate
Fourth six (6) months	Seventy-five percent (75%) Journeyperson's rate
Fifth six (6) months	Eighty percent (80%) Journeyperson's rate
Sixth six (6) months	Eighty-five percent (85%) Journeyperson's rate
Seventh six (6) months	Ninety percent (90%) Journeyperson's rate
Eighth six (6) months	Ninety-five percent (95%) Journeyperson's rate

Increases will be made when the appropriate leveling of schooling is completed. Apprentices shall qualify for health and welfare benefits in accordance with other provisions of this agreement, however they shall receive no pension benefits and the company will make no pension contributions until the apprentice has attained a pay rate of eighty percent (80%) of the Journeyperson's rate, at which time full pension benefits shall apply.

**Mechanics' Tool Protection**

The Company agrees to replace all mechanics tools that are lost, worn or stolen on an exchange basis.

The mechanic must supply the Company with an inventory of their tools and their cost each January 31<sup>st</sup>. New employees must supply an inventory within thirty (30) days from commencement of employment.

**APPENDIX "B" HEALTH AND WELFARE**

Employees shall be covered by the Teamsters (Local 213) Health and Welfare Plan.

The Company shall make contributions to the Plan at the following hourly rate, based on the total hours for which the employee receives remuneration.

January 1<sup>st</sup>, 2019

Three dollars and thirty cents (\$3.30) per hour.

The contributions referred to shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer, together with a form supplied to the Employer by the Union, which shall provide full instructions.

**APPENDIX "B-1" PENSION PLAN**

The Company shall contribute:

January 1<sup>st</sup>, 2019                      Five dollars and twenty-five cents (\$5.25) per hour.

into the Teamsters (Local 213) Pension Plan, on behalf of all regular employees.

The Company shall make the above contributions based on the total hours for which the employee receives remuneration.

The contributions referred to shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer, together with a form supplied to the Company by the Union. Such form shall provide full instructions.

Should the Company fail to remit contributions to the aforementioned Plan, as set out above, the Union is free to take any economic action it deems necessary against the Company and such action shall not be considered a violation of this Agreement.

Pension contributions are prohibited with respect to a member at any time after the end of the calendar year in which a member attains 71 years of age.

Pension contributions are prohibited with respect to a member that has retired under the Teamsters Local 213 Pension Plan and subsequently returned to work.



**APPENDIX "C" SICK LEAVE**

- (a) For all employees with one (1) year's service or more, paid sick leave shall be accumulated at the rate of one day per month (minimum 135 hours worked in a month) to a maximum of thirty (30) working days.
- (b) Where any absence, occasioned by sickness or accident is not covered for payment by either the sick benefit or compensation employees shall draw on time so accumulated in the following manner:

First day of absence	One-half day's pay
Second day of absence	One full day's pay
Third day of absence:	One full day's pay
Fourth day of absence:	One full day's pay
Fifth day of absence:	One full day's pay

These payments will be subject to provisions of Provincial sick pay guidelines and the Union Health and Benefit Plan.

- (c) The Company may require that an employee produce a medical certificate to ascertain proof of illness.
- (d) Under no circumstances shall cash be paid in substitution for unused accumulated sick leave.
- (e) If the Company proves abuse of the sick leave provision, the employee will be subject to immediate dismissal.



**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**        **O.K. READY MIX**  
                       **A DIVISION OF LEHIGH HANSON MATERIALS LTD**  
                       925 Ellis Street  
                       Kelowna, B.C.    V1Y 1Y9

(hereinafter called the "Company")

**AND:**                **TEAMSTERS LOCAL UNION No. 213,**  
                           affiliated with the International Brotherhood of Teamsters

(hereinafter called the "Union")

**RE: BANKING OF OVERTIME**

Employees may bank overtime hours and can withdraw their banked earnings anytime in writing or use the time-off equivalent in the period November to the end of March subject to business demands. However, requests during other periods may be considered by the Employer. Withdrawal of funds by an employee shall be done electronically by utilizing the "Kronos" system. The employee is responsible for designating overtime as bank time by the end of their work shift. The employee can bank a maximum of one hundred and twenty (120) hours (straight time equivalent) in a calendar year. Any time used must be in a minimum eight (8) hour equivalent. All normal payroll deductions apply whether withdrawn as money or in time. Payroll will administer bank time on a money basis.

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

SIGNED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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