

COLLECTIVE AGREEMENT

BETWEEN

**HEIDELBERG MATERIALS CANADA LIMITED
CONCRETE GREATER VANCOUVER**

AND

TEAMSTERS LOCAL UNION No. 213



January 1st, 2024 to December 31st, 2026

**TONY SANTAVENERE
Secretary-Treasurer**

TABLE OF CONTENTS

HEIDELBERG MATERIALS CANADA LIMITED, CONCRETE GREATER VANCOUVER

ARTICLE	PAGE
ARTICLE 1 - INTERPRETATIONS AND EXTENT	1
ARTICLE 2 - UNION SECURITY	2
ARTICLE 3 - HIRING & CONTRACTING	4
ARTICLE 4 - NEW CLASSIFICATIONS	5
ARTICLE 5 - DISCIPLINE.....	5
ARTICLE 6 - MANAGEMENT RIGHTS	6
ARTICLE 7 - WAGES AND WAGE STATEMENT	6
ARTICLE 8 - HOURS OF WORK AND OVERTIME	7
ARTICLE 9 - SENIORITY	12
ARTICLE 10 - STATUTORY HOLIDAY	16
ARTICLE 11 - ANNUAL VACATION.....	17
ARTICLE 12 - BANKING OF OVERTIME.....	19
ARTICLE 13 - GENERAL WORKING CONDITIONS AND RULES	19
ARTICLE 14 - TRANSPORTATION AND BOARD	25
ARTICLE 15 - GRIEVANCE PROCEDURE.....	25
ARTICLE 16 - HEALTH AND WELFARE.....	27
ARTICLE 17 - PENSION PLAN	28
ARTICLE 18 - TECHNOLOGICAL CHANGE.....	28
ARTICLE 19 - PROTECTION OF AGREEMENT	29
ARTICLE 20 - SAVINGS CLAUSE	29
ARTICLE 21 - TERM OF AGREEMENT.....	29
SIGNATORY PAGE	30
APPENDIX "A" RATES PER HOUR.....	31
APPENDIX "B" APPRENTICES.....	33
LETTER OF UNDERSTANDING No. 1	34
LETTER OF UNDERSTANDING No. 2	35
LETTER OF UNDERSTANDING No. 3	36

THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF JANUARY 2024.

**BETWEEN: HEIDELBERG MATERIALS CANADA LIMITED
CONCRETE GREATER VANCOUVER**

8955 Shaughnessy Street
Vancouver, BC V6P 3Y7

(hereinafter called the "COMPANY")

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

(hereinafter called the "UNION")

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 agree hereto as follows:

ARTICLE 1 - INTERPRETATIONS AND EXTENT

1:01 Purpose:

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

The Parties will work together to promote the business in a market that is multicultural and gender diverse. An inclusive and non-discriminatory work environment is a priority.

The collective agreement will reflect this commitment and will be written based on all genders of employees being treated equally.

1:02 Interpretation:

The headings of each Article of this Agreement may be referred to but not included in the interpretation of the various sections thereunder. This Agreement shall be interpreted as a whole.

1:03 Saving Clause:

In the event that any word, phrase, sentence, Section, or Article of this Agreement is declared invalid by any Court 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 full force and effect.

ARTICLE 2 - UNION SECURITY

2:01 Coverage:

The Company recognizes the Union as the sole bargaining agent for the 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.

2:02 Membership:

- a) All employees covered by this Agreement must be members in good standing of the Union.
- b) Any employee who does not remain a member in good standing shall not be retained in the employment of the Company. The Union will fully indemnify the Company for all costs, expenses, losses, and any claims of any nature arising from or related to any determination of good standing made by the Union.
- c) Any employee who has been laid off for any reason and who does not retain their membership in the Union will not retain their seniority with the Company.

2:03 Authorization of Deductions:

New employees shall be required to sign authorization cards for deduction of initiation fees, dues and assessments 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 either monthly or quarterly, in advance, and that the payment schedule is to be determined by the Union. Dues shall be deducted from the second pay of the month previous to the period for which they are applicable.

2:04 Picket Lines:

It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if an employee refuses to cross a picket line which has not been declared illegal by a Court of competent jurisdiction.

2:05 Unfair Jobs:

It shall not be considered a violation of this Agreement or reason for discharge or other disciplinary action if an employee refuses to deliver to a job or project which has been considered unfair by the British Columbia and Yukon Territory Building and Construction Trades Council or any of its affiliated area Building Trades Councils or by the Teamsters Local Union No. 213. Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company.

2:06 Strike and Lockout:

During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work, or slow-down, either partial or general, authorized by the Union.

2:07 Shop Stewards:

- a) Shop Stewards shall be recognized by the Company and shall not be discriminated against.
- b) The Company shall be notified by the Union of the name or names of such Stewards. The Union shall provide an updated list when provided an updated seniority list by the Company or when a Shop Steward assignment is changed by the Union.
- c) There will be an elected Chief Steward and a minimum of one Shop Steward at each plant, where applicable. Employees will have the steward made available at the location of any request to meet and/or meeting. Any location without an elected Shop Steward will have the nearest available Steward attend the meeting.
- d) Reasonable time shall be given to the Shop Steward to carry out their duties.
- e) The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the reasons.
- f) Executive Officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union, shall be allowed time off by the Company. Reasonable notice of at least the week prior will be given. The request will not be in excess of two (2) Shop Stewards at any given time and will not be reasonably withheld. Additional Stewards may be allowed time off, if it can be accommodated, with thirty (30) days of notice.
- g) Shop Stewards shall be present, if requested by the employee, whenever they are being interviewed over a formal disciplinary matter. Shop Stewards shall be informed prior to a disciplinary review.

2:08 Business Representatives of the Union:

In the carrying out of regular duties Business Representatives of the Local Union shall have access to Company premises covered by this Agreement. Notice is to be given to available manager, superintendent or supervisor prior to visiting the Company's premises.

2.09 Bargaining Committee:

During the collective bargaining there shall be five (5) representatives of the union (of which four (4) are employees of the company) and five (5) representatives of the company. The company will pay the employees to a maximum of eight (8) hours a day plus pension / benefits when bargaining is actively taking place. The union will reimburse the company and any such day(s) will be considered a day worked for the members of the Bargaining Committee.

ARTICLE 3 - HIRING & CONTRACTING

3:01 Hiring:

When employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired. When qualified Union members are not available, then the Employer may obtain qualified employees elsewhere. Employees hired elsewhere shall have fourteen (14) days in which to become a member of the Union or be replaced by a Union member when available. The parties agree to follow the process as defined in LOU #2.

3:02 Contract and Hired Trucking:

The Company agrees that cartage 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 or not returned to the active payroll as a result.

3:03 Should it become impossible for the Company to hire outside equipment locally from:

- (a) Companies or Owner Operators with employees under agreement to this Local Union,
or
- (b) Members of this Local Union,

then the Company shall be free to hire outside equipment from companies with employees under agreement to another Teamsters Local.

3:04 In every instance such equipment shall be operated by members of the Teamsters Union.

3:05 Rental Equipment:

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.

3:06 Contract Work:

The contracting out of work other than cartage shall require the consent of Teamsters Local Union No. 213. When the contracting out of work does not affect either the number of Union members on the active payroll, or the return to the active payroll of members on layoff, then consent to contract out shall not be withheld, providing the work is being done by Union personnel. The parties agree to follow the process as defined in LOU #3

ARTICLE 4 - NEW CLASSIFICATIONS

4:01 Rates and Effective Dates:

The Company shall notify the Union within thirty (30) days when any new classification or job coming under the jurisdiction of this Agreement is added, or if there is substantial change in the duties of an existing classification or 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 or job. Every effort will be made to negotiate the new rate within thirty (30) days after notification.

ARTICLE 5 - DISCIPLINE

Discipline:

- 5:01 The Company has the right to discharge, discipline, or suspend any employee for just cause. Employees shall be notified in writing with reasons with a copy to the Union. The Discharge notice shall be given, and their final monies will be deposited with timing as mandated based on Employment Standards Requirement.
- 5:02 The parties agree to abide by the principles of progressive discipline.
- 5:03 When members of the bargaining unit are disciplined in writing or verbally and it is recorded in their employee personnel file for future reference, the employee's file shall not be referred to if the last warning was dated earlier than the employee's last eighteen (18) months. All employees in the bargaining unit will have a clean record if there was no cause for discipline in the last twenty-four (24) months.
- 5:04 If any discipline is to be put into an employee's personnel file, a copy of the discipline will be given to the employee and a copy to the Union Business Representative within thirty (30) days of the Company being made aware of the event giving rise to the discipline otherwise it will be null and void. The parties may request an extension to time limits in writing. No reasonable request will be denied. A denial must be provided in writing with reasons.
- 5:05 All meetings with an employee regarding discipline or that may give rise to discipline shall be conducted at the employee's posted plant unless due to privacy reasons or the sensitivity of a particular issue, the parties may agree to hold the interview elsewhere.
- 5:06 When the Company intends to issue discipline to a member of the union, the local shop steward will be present, when the shop steward is unavailable or is the one to be disciplined then the Company will ensure the Business Representative of the Union shall be contacted for said meetings. Employee's may refuse to have representation and the Business Representative will be notified as soon as practicable.
- 5:07 Whenever an employee signs any disciplinary document, the signature does not indicate the agreement with the discipline, it indicates that the discipline was reviewed with the employee.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 Management:

The management and operation of and the direction and promotion of its working forces is the exclusive responsibility of the Company provided however, that nothing in any of the provisions of this Clause shall in any way limit, void or affect the other provisions of this Agreement.

ARTICLE 7 - WAGES AND WAGE STATEMENT

7:01 Wages:

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

7:02 Statement:

The Company shall provide every employee covered by this Agreement with access to an 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 amounts of wages, vacation pay and pay for Statutory Holidays, and all deductions made therefrom. Such statement shall also include all year to date summaries.

7:03 Vacation Pay:

Vacation pay shall be paid by direct deposit on the employee's regular pay deposit during the vacation period.

7:04 Final Payment:

If an employee resigns on their own accord, they shall be paid on the next scheduled pay deposit.

7:05 Pay Cycle:

- a) Employees shall be paid by direct deposit every second (2nd) Friday during working hours.
- b) For the purposes of time entry, the pay period shall commence at 00:01 hours on Sunday and end at end at 24:00 hours on Saturday.

7:06 T-4 Statements

The Company shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8:01 Hours of Work:

- a) The normal work week for all employees covered by this Agreement shall consist of five (5) eight (8) hour days commencing on Monday and ending on Friday.

The company may schedule employees on four (4) ten (10) hour days Monday to Friday with mutual consent of the Union and the Employer.

It is understood that once an employee's start time has been established it cannot be changed until the completion of one (1) week.

The normal workday shall commence not earlier than 06:00 hours and allow employees to commence work in increments of fifteen (15) minutes to no later than 09:30 hours.

Apart from the Maintenance Department, a start time schedule board will be posted every afternoon by no later than 16:00 hours for the next working day based on confirmed orders at the time of posting.

- b) Employees not scheduled to work shall be required to be available and contactable by phone until 08:00 hours unless they wish to book off work or, not be contacted. In such cases, they must notify the employer by 23:59 hours the night prior. The employees will be called twice, with an immediate second call if they don't answer the first call.

Employees will be given up to one and one-half (1 ½) hours to report to work and will be paid from the time they are told to start work up to but no later than 09:30 hours. Reasonable circumstances may warrant a longer time to report for work but not at an expense to the Company.

- 8:02** Starting times indicated in Article 8:01 may be varied only after full discussion through Labour Management Meetings and only after mutual agreement of the employees involved and the Union.

- 8:03** The workday shall be an eight (8) or ten (10) hour period.

- 8:04** All start times will be scheduled by seniority and will be specific to employees posted at each plant. In circumstances where Mixer Drivers are deadhead to another plant at the beginning of their shift, start times will be dovetailed by seniority for all drivers working at the affected plants.

8:05 Guarantee:

Any employee who is called out to work shall be paid not less than eight (8) hours or ten (10) hours wages at straight time, time and one half or double time, whichever is applicable.

An employee reporting to work for the purpose of a safety meeting, training session, Investigation and/or Disciplinary meeting. shall receive a minimum of two (2) hours at the employee's rate of pay and paid hour for hour thereafter. This will be on a voluntary basis.

Employees must work the guarantee hours – if request to leave is granted then guarantee is voided.

8:06 Early Start:

Any employee starting prior to their regular starting time, and who has been paid overtime rates, shall be paid from their regular starting time, as far as their guaranteed callout and daily guarantee is concerned.

8:07 Break Between Shifts:

Eight (8) hours shall be the minimum break between an employee's finishing time and their following starting time, otherwise overtime rates shall prevail for the entire shift. This Clause shall not apply when an employee is bumping to the opposite shift.

For all truck drivers, the Hours of Service, Regulations for Commercial Drivers shall be in effect, and Cycle 1 shall apply. Any driver who worked the night prior and is required to take the regulated Hours of service rest period, they shall be paid back to their seniority start time at their regular rate of pay.

8:08 Daily Overtime:

a) Time worked in excess of the normal work week shall be paid as follows:

For those employees on eight (8) hour shifts: Time worked in excess of eight (8) hours and up to ten (10) hours shall be paid at time and one-half (1 ½).

Time worked in excess of ten (10) hours shall be paid at double (2X) time.

b) Daily end of shift overtime shall be offered to employees on an overall seniority basis.

For Mixer Drivers, they must be at the plant and in a "Ready to Load" status at the time of assigning the load.

If a driver is over twelve (12) hours, and it is likely that the driver will exceed the NSC hours of service, the employer may offer the load to another driver that is at the plant and in a "Ready to Load" status. Drivers shall not be forced to load after twelve (12) hours from the start of their shift.

8:09 Normal Days Off:

a) The scheduling of work on Sunday and General Holidays will be on a voluntary basis. Saturday will be on a voluntary basis apart from the provisions set out in Article 8:15.

b) Double time (2x) shall be paid for all hours worked on an employee's normal day off. If an employee did not work all scheduled days in their regular work week, they will be compensated at one and a half times (1.5x) their normal rate for the first eight hours, and double time (2x) thereafter when working on Saturday. Sunday and General holiday will always be paid at double time (2x).

For employees scheduled on four ten-hour shifts, if they do not work all scheduled days in the regular work week and if they volunteer to work on their first regular day off in the work week, they will be paid at one and a half times (1.5x) their normal rate for the first ten hours and double time (2x) thereafter. If they work on their second regular day off they will be paid double time (2x).

A day worked is inclusive of scheduled vacation days, general holidays, and/ or any other paid leaves approved under the collective agreement. A letter of intent will clarify leave status.

- c) Employees may request permission to refuse to work overtime, providing such request is made during the first half of the employee's shift. Confirmation of such request will be given in the first half of their shift and such permission shall not be withheld provided the Company's operations are not adversely affected by a shortage of personnel.
- d) Employees who wish to volunteer for weekend work must do so no later than 10:00 hours on Thursday prior to the weekend and they cannot rescind this election (excluding exceptional circumstances brought to management) therefore, employees on the volunteer list must accept the assignment. The company may minimize travel time required when scheduling work. Employees will be notified by 16:00 hours on Friday prior to the weekend if they are required to work on the shift they have volunteered for.

8:10 Shifts:

Day Shift: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 06:00 hours and 09:30 hours Monday to Friday.

Afternoon Shift: The afternoon shift shall be described as the second (2nd) shift of the day and such shift shall be scheduled to start between the hours of 13:00 hours and 17:00 hours Monday to Friday.

Night Shift: The night shift shall be described as the third (3rd) shift of the day and such shift shall be scheduled to start between the hours of 20:00 hours and 23:59 hours Monday to Friday.

8:11 Additional Shifts:

- a) When an afternoon shift is required and continued for three (3) or more days, eight (8) hours exclusive of a meal period shall constitute the afternoon shift for which the shift premium of eighty cents (\$0.80) per hour shall be paid. Eight (8) hours exclusive of a meal period shall constitute the night shift for which a shift premium of one dollar (\$1.00) per hour shall be paid. Once an employee is scheduled to an afternoon shift for a full week (Monday to Friday) it cannot be changed until the completion of the one (1) week period.

- b) Where the Business needs permit, early off request will be granted to employees who requested to waive overtime eligibility the prior Wednesday by 10:00 hours, then on a case-by-case basis. Additional daily requests for early off will be given in the first half of their shift and such permission shall not be withheld provided the Company's operations are not adversely affected by a shortage of personnel. These employees will be the prioritized when drivers are being replaced from their vehicle by employees on the afternoon shift.

- c) In the event that additional shifts are not required for three (3) consecutive days the following shall apply:

Employees are entitled to their regular scheduled shift in accordance with Article 8.01, Article 8:05 and Article 8.06. The Employer will canvas by seniority for any additional / premium shifts scheduled outside an employee's regular scheduled shifts.

Employees who accept the additional / premium shift are entitled to their guarantee for the shift in accordance with Article 8.06. Such shifts will be paid at two (2x) times the employee's regular rate of pay.

Employees who have worked a premium shift are entitled to overtime in accordance with Article 8.09 for the next day's shift. The employee may be directed to begin their shift after their required rest period following the premium shift. In any such case, the employee will be paid from their seniority start time in accordance with Article 8.01 and Article 8:05.

- d) When additional varied shifts are required, other than the normal work week, of three (3) consecutive days or more, with varied starting times, such shifts shall be implemented following full discussion with the affected employees including the Union and mutual agreement, which shall not be unreasonably withheld.
- e) Should the Company require a second or late shift, all employees, in order of seniority, shall be given a choice to either take the shift or remain on days. Once the shift requirements are met, there shall be no bumping of employees on that shift for a period of one (1) week. This shall not apply in continuous pour operations.
- f) When due to continuous pours for periods of five (5) days or more, the start of the work week shall be at 00:01 hours Monday and shall end at 24:00 hours Friday.

8:12 Maintenance:

- a) Despite Article 8:01, maintenance employees may be scheduled to work a four (4) consecutive day shift between Monday and Friday consisting of ten (10) consecutive hours inclusive of lunch.
- b) Once established, the work week cannot be changed unless agreed to by the signatories to this Agreement.
- c) With reference to maintenance employees, the afternoon shift shall be nine (9) hours' wages for eight (8) hours work and the graveyard shall be nine (9) hours' wages for seven (7) hours work.

- d) Employees who are required to attend management authorized training classes in their trade during their normal working hours shall be paid full wages.
- e) Maintenance employees who are called back to work by management after completing their workday shall be guaranteed four (4) hours pay at two times (2x) their regular rate of pay. An employee will only be back to perform work of an emergency nature and the employee will only be required to work until the emergency work is completed. The pay for a call back shall commence immediately when the Employee accepts the work.
- f) An employee who is called by management, or employees directed by management, to provide maintenance assistance by telephone while they are off duty shall be paid a minimum of two (2) hours at two times (2x) their regular rate of pay.

8:13 Pump Operators

- a) Despite Article 8:01, pump operator employees may be scheduled to work a four (4) consecutive day shift between Monday and Friday consisting of ten (10) consecutive hours.
- b) Upon review of customer orders/demands and taking into consideration the size of the pump required, the location of the worksite and the qualifications, skills and ability of the Pump Operator, all time shifts shall be scheduled, in order of seniority and qualifications.
- c) Relief Operator Training – upon posting of a relief operator training will be scheduled Monday to Friday as available. The employee will be certified per the requirements of the Certified Concrete Pump Operator (CCPO) program. During training the employee will be eligible to work as a Mixer Truck Operator on a day when training is not provided based on seniority call in.

Successful completion of the written and competency-based exams as per the CCPO program will be necessary to maintain the posting. The company will pay for the first examination in each (written & competency based), should a second attempt be required then the employee shall pay the cost. Failing both attempts on the examinations shall result in being disqualified from the position of relief operator.

8:14 Saturday Scheduling

Saturday work is on a volunteer basis with the exception of Employees hired after the beginning of each calendar year who have less than five (5) years of service as of their seniority date. Scheduled call in on Saturdays will be awarded in order of seniority and in accordance with the exceptions below. Any employee scheduled for Saturday will be paid in accordance with Article 8.05 - Guarantee. The Company will schedule employees with less than five (5) years of service as of their seniority date from their plant preferences on Saturday only where operationally required.

Employees will be scheduled for Saturday work on a seniority basis, subject to having qualifications to perform work, as follows:

- 1) From the pool of volunteer list employees in order of seniority who have not worked one of their scheduled days in the week leading into the Saturday.

- 2) From the pool of volunteer list employees in order of seniority who have qualified for overtime double time (2X) pay on Saturday.
- 3) Employees who are on vacation who have signed up for Saturday work/or who indicated they may work while on vacation.
- 4) Employees hired after January 1st of the current calendar year who have less than five (5) years of service as of their seniority date, will be scheduled to work starting from the most junior employee if there are not sufficient volunteers per above. These employees will be paid double time (2X).
- 5) Employees who may be prepared to work on a weekend, only if required, can indicate their preference by placing their names on a second list (the Secondary List). Where there remains a requirement for additional employees, the Secondary List will be canvassed in order of seniority of the pool of drivers. The Secondary List is a volunteer list such that employees on the list are not obligated, but invited to accept an assignment,
- 6) Union Outside sources signatory to Teamsters Local 213.

Employees with less than three (3) years of service by January 1st of a given year are permitted to schedule themselves off on a maximum of four (4) Saturdays during that year, where they have provided at least thirty (30) days notice to the Company, exceptional circumstances will be reviewed by the Management. For each subsequent year of services and additional one (1) day will be permitted up to a maximum of six (6) Saturdays during that year.

Note : Saturdays Included in the vacation week (the Saturday prior and at the end of the vacation week) will not require employees to use one (1) of these days; employees will automatically be scheduled off on these Saturdays. Employees that volunteer to work the Saturday prior to their vacation, the Saturday will be considered part of their current work week.

ARTICLE 9 - SENIORITY

9:01 Probationary Period:

All new employees shall have a probationary period of sixty (60) working days or one hundred and twenty (120) calendar days whichever shall occur first.

9:02 Seniority List and Classifications:

The Company shall keep posted on a suitable notice board on its premises an up-to-date list of all employees covered by this Agreement, showing the date when each commenced their employment with the Company and shall forward a copy of each list to the Union as it is posted. Such lists shall be renewed at least every three (3) months and shall show the employees' classifications.

Layoff and Re-hire:

9:03 The Company when laying employees off shall lay them off in reverse order of seniority.

- 9:04** (a) Any employee subject to a layoff through a reduction of the work force shall have the right to exercise their seniority to continue to work in a position held by a less senior employee. When filling a position through this procedure, the employee must be reasonably competent to perform the duties of the position into which they bump. Any employee obtaining a classification as outlined above must return to their regular classification when required. Employees bumping into the driver classification will be scheduled by seniority as a floater.
- (b) It shall be the responsibility of the Company to notify a laid off employee, where junior employees to them are working. When a laid off employee has been properly notified, they then have no right to claim wages for time periods that they did not choose to work in at that specific job.
- (c) If no work is available for their classification at their own depot or plant, employees shall be entitled to work at their classification at another depot or plant, or to work at another classification where reasonably competent, in any plant or depot that junior employees are working.
- 9:05** When vacancies occur, the Company shall re-hire laid off employees according to their seniority with the Company, beginning with the most senior employee and proceeding in turn thereafter.
- 9:06** No employee may change job positions through the posting procedure more than twice in any twelve (12) month period. Any subsequent postings to be reviewed by Union and Management.

9:07 Job Posting:

- a) The Company shall post and keep posted for not less than eleven (11) working days (Monday to Friday) on a suitable notice board, at each place of business maintained by the Company, notice of vacant positions, new positions and promotions each specifying the applicable location the employee will be posted at. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee is reasonably competent to do the work. All employees may post into classifications, relief position, locations, or areas consistent with their seniority.
- b) All employees, with the exception of those employees referenced in Article 9:11 (c), will be posted to a location. Posted employees will be scheduled to start and finish work at the same plant each day unless any such employee has exercised their right to bump into another classification as per Article 9:04(a).
- c) The Company may from time-to-time post for relief positions. The listing of those on the relief list will be kept by the Company and updated as it changes.

Posted Relief employees are only to be utilized when the posted Pump Operator, Plant Operator, Loader Operator are absent from their posted plant. When they are not performing relief duties, Relief Operators are to be scheduled to their posted position (e.g. Mixer driver / Labourer).

Employees who choose to resign from their relief posting may not vacate the position until after sixty (60) calendar days from when the company was notified or when the Company has a trained replacement in place, whichever is to occur first. Once de-posted, an employee will not be required to perform the relief position work, bump relief operators that are posted nor post for the relief position within two (2) years.

Notwithstanding the above, this does not prevent an employee from exercising their right to bump into a position as per Article 9:04 (a).

9:08 Any employee, however, who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who posted for a training position may be given preference.

9:09 a) The successful applicant shall be on probation in their new job for thirty (30) working and/or training days during which time they may be returned to their former job if they do not make satisfactory progress or if they apply to the Company to be returned. The Union shall receive copies of all postings and the assignments of such postings.

b) Employees engaged in training shall receive their previous rate of pay until the training period is complete. Thereafter, such rate applies only while performing the job trained for.

9:10 Loss of Seniority:

a) All employees who are laid off or terminated for lack of work shall retain their seniority for a period of twelve (12) months from date of layoff or termination.

b) Should a properly notified employee, however, 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.

c) Seniority shall continue when an employee is off work due to any non-occupational medically documented injury for up to four (4) years from the onset of the claim's acceptance. If the employee returns to work prior to the four (4) years time limit, then they shall retain their last posted position accepted by the employee.

d) The employee must inform the Employer of their clearance to return to work from either an occupational or non-occupational sickness or accident as soon as possible but not later than 13:00 hours. the day prior of an expected return to work. This will enable the employee to provide any required authorizations to return to work and to be placed on duty for the next day.

9:11 Plant Location Postings

Ready Mix Drivers and Pump Operators shall have the opportunity to change their plant location by way of a vacancy (as per Article 9:07) or during the annual posting procedure as determined by this article.

- a) The Employer shall email a 'Plant Postings' memo to the Chief Shop Steward(s) and the Teamsters' Business Agent a week after ratification of this collective agreement, and by November 1st every year thereafter. The memo will identify the number of Posted Pump Operators and Posted Mixer Drivers positions to be at each plant.

The number of postings shall be based on the following minimum number of posted trucks:

- i) In year one a minimum of 70% of the total number of licensed mixer trucks will be posted.
- ii) In year two a minimum of 75% of the total number of licensed mixer trucks will be posted.

In October of 2026, the company and union will meet to discuss the feasibility and practicality of the number of posted trucks.

The Employer shall post and circulate the 'Plant Postings' memo at every plant and department.

A 'Posted Mixer Driver' is defined as a mixer driver assigned to start and finish work at the same plant each day - and driving an assigned truck. Mixer truck assignments are based solely by seniority as referenced in Article 9 – Seniority.

A 'Posted Pump Operator' is defined as a pump operator assigned to start and finish work at the same plant each day - and driving an assigned truck. Pump truck assignments are based solely by seniority as referenced in Article 9 – Seniority.

Employees cannot be bumped from their posted plant location except for when Article 9:04 is applied.

b) Plant Posting Process

Starting on November 1st of each year (or the Monday following where November 1st falls on a weekend or holiday) and ending November 30th, management and Chief Shop Steward(s) will meet to begin contacting Pump Operators and Mixer Drivers in order of seniority, to fill the available posted positions.

When contacted by phone (defined for the purpose of this paragraph, as speaking to the employee) by the Employer, employees shall be allowed up to four (4) hours to decide on their acceptance of a posted position and their plant preference. A summary of the plant postings will be sent to the Chief Shop Steward on a daily basis during the plant posting procedure.

If any employee is absent due to sickness, Short-Term Disability, vacation or other leave, the Employer and Chief Shop Stewards shall be allowed to contact an employee for the purpose of expediting the annual posting process.

If any employee is absent due to Long Term Disability, the employee shall be skipped during the annual plant posting procedure. Upon their return to work, they will return to their last posted position regardless of the number of plant postings available at that plant.

No employee shall be bumped from their posting.

Upon ratification the employer and Chief Shop Steward(s) shall meet to create a mutually agreed to form, procedure or method to assist in speeding up the annual posting process. Any process agreed to will not infringe upon an employee's right to be contacted by phone.

- c) The remaining Mixer Drivers will not be assigned to a plant. To assist Dispatch with the scheduling, these unassigned mixer drivers will have the option to provide the employer with a list of their preferred plants in order of preference. Dispatch will schedule these drivers in order of seniority based on the preferred plant preference.
- d) All posted positions will take effect on the first Monday of every January. If needed, the assigned truck or pump of the Posted employee will be transferred to their respective plant.

9.12 Truck Assignment:

New mixer trucks shall be assigned based on the following criteria:

- a) The company shall determine the plant location for a new truck.
- b) The new truck will be assigned to the most senior "eligible" driver posted to the plant location. The driver assigned the new mixer truck will have the choice to accept the new truck or stay in their current truck.
- c) Drivers will be eligible for a new mixer truck not more than once every three (3) years.

ARTICLE 10 - STATUTORY HOLIDAY

10:01 Entitlement:

Every employee covered by this Agreement shall receive a day's pay for New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and December 31st, and any other holiday proclaimed by the Provincial Government, provided however, that the employee shall have worked their "scheduled" work day prior to such holiday and their "scheduled" work day after such holiday, unless express permission to be absent shall be obtained from their Superintendent or designated member of Management. Any employee required to work on any of the above holidays shall receive double time (2x) in addition to the day's pay.

10:02 Qualify:

Employees who have qualified under Article 10:01 shall also qualify for Statutory Holiday Pay if they have worked within fifteen (15) days preceding the date of the holiday, or within fifteen (15) days immediately following the date of the holiday. Employees will not qualify if on WorkSafe BC or Sick Pay.

10:03 Observed Days:

If a Statutory Holiday falls on Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive Statutory Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays. December 31st will be observed on the day on which it falls.

ARTICLE 11 - ANNUAL VACATION

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

11:01 Anniversary Date:

The employee's anniversary date of hire

11:02 Vacation Year:

Shall be defined as the period of January 1st to December 31st.

(Rempel and Ocean IBEW Employees will complete 2024 in current vacation system and commence with this vacation system in 2025).

11:03 Vacation Entitlement:**Two Weeks:**

11:04 Each employee who has completed one (1) years continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks vacation with pay equal to two (2) full weeks straight-time pay at the employee's regular rate, or four percent (4%) of annual gross earnings, whichever is the greater.

Three Weeks:

11:05 Each employee who has completed three (3) years continuous service and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to a total of three (3) weeks vacation with pay equal to three (3) full weeks straight-time pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

Four Weeks:

11:06 Each employee who has completed eight (8) years continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to four (4) weeks vacation with pay equal to four (4) full weeks straight-time pay at the employee's regular rate, or eight percent (8%) of annual gross earnings, whichever is the greater.

Five Weeks:

11:07 Each employee who has completed seventeen (17) years continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to five (5) weeks vacation with pay equal to five (5) full weeks straight-time pay at the employee's regular rate, or ten percent (10%) of annual gross earnings, whichever is the greater.

Six Weeks:

11:08 Each employee who has completed twenty-five (25) years continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to six (6) weeks vacation with pay equal to six (6) full weeks straight-time pay at the employee's regular rate, or twelve percent (12%) of annual gross earnings, whichever is the greater.

Summary:**11:09 Vacation Allowance**

Years of Service	Length of Vacation (Weeks)	Payment (whichever is greater)
1 year to 3 years less a day	2	2 full weeks or 4% annual gross earnings
3 years to 8 years less a day	3	3 full weeks or 6% annual gross earnings
8 years to 17 years less a day	4	4 full weeks or 8% annual gross earnings
17 years to 25 years less a day	5	5 full weeks or 10% annual gross earnings
25 years and over	6	6 full weeks or 12% annual gross earnings

Vacation Requirements and Rights:

11:10 The provision requiring employees to have worked a minimum of one thousand (1,000) hours in each year in order to qualify for the full two (2) week, three (3) week, four (4) week, five (5) week, or six (6) week provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation or through illness. Employees absent through Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year but shall then be required to re-qualify by working the minimum one thousand (1,000) hours in the following year, or be paid their vacation pay as set out above. Rates used to calculate weekly pay shall be those applicable for the time the vacations are taken.

- 11:11** On termination, employees who have completed one thousand (1,000) hours since last anniversary date shall receive full vacation entitlement as per above schedule.
- 11:12** Employees shall be entitled to take their vacation in one (1) continuous period. Vacations shall be taken in the year in which they are applicable, and up to the end of February of the following year (i.e. fourteen (14) months).
- 11:13** Should the Company request the employees who are on vacation to return to work during their vacation period, the Company shall pay said employees' wages equivalent to those paid for working Statutory Holidays.
- 11:14** The Company shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacation.

Choosing Vacations:

- 11:15** The Company shall post a vacation calendar for the benefit of the employees. Vacations shall be posted by November 1st and selection completed by November 30th and any conflicts in scheduling and any reassessment by junior employees may be completed by December 15th.
- 11:16** Employees shall choose their time off for their annual vacations by seniority in each work area.

ARTICLE 12 - BANKING OF OVERTIME

- 12.01** This system shall be overseen by a Committee that shall consist of representatives from the Company and the Union.

The maximum amount of Banked Overtime is two hundred (200) hours.

Banked overtime will be administered by payroll on a dollar basis rather than on an hour's basis. In addition, employees will be allowed to request in advance, the option of bi-yearly cash outs (the second pay period of January and the second pay period of July) on their regular pay advice.

ARTICLE 13 - GENERAL WORKING CONDITIONS AND RULES

Meal and Work Breaks:

- 13:01** Employees may take paid meal breaks at appropriate production breaks, specifically when the break does not cause a delay to production or delivery to customers. Any employee who wants to take a thirty (30) minute meal break may do so provided they have approval from dispatch; however, such thirty (30) minute break shall be unpaid.

Effective upon implementation of the current Collective Bargaining Agreement, employees will be paid a one dollar and eighty cents (\$1.80) per hour above their hourly rate in lieu of the scheduled break to facilitate continuous delivery. This applies to all employees in the bargaining unit and will be paid on each deposit. The lunch rate will increase as follows:

Upon CBA Implementation- \$1.80

January 1st, 2025 - \$2.00

January 1st, 2026 - \$2.25

- Above their hourly rate = non compounding

13:02 Where overtime preceding or following the employee's normal shift goes beyond three (3) hours; the employee shall be paid eighteen dollars (\$18.00) effective upon implementation of this collective agreement. The time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked.

13:03 Should overtime continue beyond four (4) hours following the time allowed for a meal break then a further meal break shall be allowed with the same conditions as outlined above.

13:04 This condition shall be repeated each four (4) hours.

13:05 Rest Break:

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 fifteen (15) minutes each.

For Mixer Drivers: They are permitted to take such breaks after completion of the delivery with permission from dispatch or at a Company location, when notifying dispatch, upon returning from completing a load. It is agreed and understood that Mixer Driver rest breaks shall not impede the normal delivery cycle.

13:06 Labour Management:

The Company and the Union agrees to the establishment of a Labour Management Committee which shall meet every second Tuesday in the months of March, June, September and December during the term of this agreement. The meeting will be scheduled from 06:00 hours to 8:00 hours to deal with any matter regarding the interpretation or application of this Agreement and operational issues that may be raised by any of the parties' signatory hereto. This committee will include up to five (5) representatives for the Union (Shop Stewards) and up to five (5) members of the Company (Operations Management). Every reasonable effort would be made to have all the shop stewards scheduled to attend these meetings.

13:07 Industrial Health and Safety Meetings:

The Company shall establish or continue an Industrial Health and Safety Committee of which Management personnel shall not outnumber Union members. This Committee shall operate as required by the WorkSafe BC regulations.

13:08 Safety Equipment:

- a) Whenever the Company or the Workers' Compensation Act regulations require equipment to be used on the job, such equipment shall be provided by the Company at no cost to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss for which they can reasonably be held responsible.
- b) All employees required to wear CSA approved safety related equipment, shall receive, tax free, three hundred dollars (\$300.00) per calendar year which will be deposited during the second pay period of January. All Pump Operators, maintenance, mechanics and posted labourer, as of January 1st each year, shall receive, tax free, an additional one hundred fifty (\$150.00) dollar per calendar year.

13:09 Vehicle Safety:

Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements. It shall be the driver's responsibility to report in writing to the immediate Supervisor, any vehicle considered unsafe. Such vehicle shall be tagged "OUT OF SERVICE" until properly repaired. Where the mechanic has deemed the vehicle safe, the mechanic shall sign off to confirm for the driver that it is safe to operate.

13:10 First Aid:

The Company, when requiring first aid attendants who work at other duties, in addition to their regular rate, shall pay such employees for the class of Ticket required at the following rates:

Level 1	\$0.25
Level 2	\$0.70
Level 3	\$0.85

13:11 On Job Injury:

When an employee meets with a personal accident or injury while on the job, they shall be paid their full day's wages for the day of the accident, providing the personal accident has been reported to the Supervisor or qualified First Aid attendant. Immediately following first aid and as soon as practical after medical treatment, the employee will advise their Supervisor as to their status.

13:12 Time Off Re: Accidents:

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.

13:13 Jury Duty and Crown Witness:

The Company shall continue to pay, and excuse from duty any employee whose absence on any scheduled work day is due to serving on Jury Duty or who has been subpoenaed as a witness for the Crown in any Court of Law. However, all sums received by way of payment for these duties shall be payable to the Company to the end that no employee shall receive both their regular applicable rate and pay for Jury Duty, or similarly for appearing as a Crown Witness. It is agreed that employees must make themselves available for work when not required to be in attendance as Crown Witnesses or Jurors.

13:14 Bereavement Leave:

In the event of a death in their immediate family and upon the request of a regular employee, if there is a loss of pay, three (3) straight time eight (8) hour days off work will be paid for by the Company at the time of notification of the death or at the time of the funeral. Immediate family shall be defined to include a wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, grandfather, and grandmother. 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 and shall not be unduly withheld.

13:15 Leave of Absence:

Leaves of absence may be granted at the discretion of the Company and will require the consent of the Union. All applications for leaves of absence must be made in writing. All applications will be replied to in writing and a copy of such will be remitted to the Union. Employees' seniority protection shall be in accordance with the Union regulations.

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.

13:16 Medical Examinations:

- a) The Company shall pay employees who are requested by the Company to take a physical examination. The examination shall be during working hours.
- b) If, following a Company requested medical examination, 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 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) 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) Should the consultant deem the employee to be capable to return to work but not to their assigned duties, the employee shall be retrained and reassigned to an existing job within their capabilities and seniority as per Article 17:02. This shall also apply to employees returning from a WorkSafe BC compensable injury.
- (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 their having been removed from or temporarily suspended from their regularly assigned duties.
- (vii) By exception, the Employee may request accommodation in the workplace. Any time or cost required by the employee to provide significant documentation as required and or requested by the Company shall be at the employees cost and time.

13:17 Licences:

- a) Should the Company or other concerned agency require licences for the job they are doing, such as air tickets, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee, and the Company shall be required to pay for any examinations (including medical) or licences they require. This provision shall also apply to employees absent for any reason who are still on the seniority list.
- b) Should an Insurance Company refuse to insure any employee, every consideration will be given to the employee so that they will not lose their employment.

13:18 Working on Construction:

- a) In the event that the Company should require any employee covered by this Agreement to engage in work on new construction, in the confines of a construction site or the Company premises and for which more favourable wage rates than those herein contained are paid, such employee shall be entitled to be paid at the more favourable wage rate while they are so engaged. The additional benefits will be included in the wage rate.
- b) The above paragraph shall not apply to employees who deliver the products from the Company's established shipping points. It shall, however, apply to employees who are required to remain on the site to off-load or distribute materials from vehicles other than that which they personally operate.

13:19 Higher Classification:

- a) 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.
- b) If an employee works at a classification of a higher rate for less than two (2) hours, they shall be paid a minimum of four (4) hours at the higher rate and if they work at a classification of a higher rate for more than two (2) hours, they shall be paid the higher rate for the whole shift.

13:20 Coveralls and Gloves:

Upon request, the Company shall supply to employees on an exchange basis, coveralls and gloves. Such clothing shall be of proper fit for each employee.

At the discretion of the Company, employees on dirty jobs may be issued more than the normal issue of coveralls.

13:21 Washrooms and Lunchrooms:

The Company agrees to maintain in its terminals and depots, adequate clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy.

These facilities shall be large enough to accommodate the work force at each terminal or depot as per Occupational Health and Safety Regulations.

13:22 Time Cards:

Employees shall be notified prior to payday or sooner, if possible, of changes to their time cards. Notice shall be given by the Company of potential changes to the current pay remittance prior to the direct deposit pay. The exact change shall also be explained.

13:23 Absence of Lead Hand:

Where a currently employed Lead Hand is absent for a full shift or more, an employee may be designated as Lead Hand. Refer to Appendix A.

13:24 Tools:

- a) The Company shall replace with the same quality, any tool that is broken or worn in the performance of an employee's duties. Each employee supplying their own tools must provide the Company with a pictorial record of the tools to be considered for replacement. This inventory should be completed by January 15th each year and is subject to a timely sign off and review by the Company within fourteen (14) days of an inventory being submitted.
- b) Drivers will not be required to change truck wheels.

ARTICLE 14 - TRANSPORTATION AND BOARD**14:01 Travelling:**

In the event that any employee is required to work at a place of work which is in excess of fifty-five (55) kilometers from their normal place of work, the Company shall pay:

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

14:02 Board:

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

14:03 Local Travel:

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 either:

- a) From their normal starting place or depot, when working with Company equipment, or at the employee's option,
- b) While travelling from their normal starting place or depot and return, plus a travelling allowance of forty-one cents (41¢) per kilometer.
- c) While travelling from their normal starting place or depot and return by Company provided transportation.

14:04 Work Opportunity Other Depots:

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 15 - GRIEVANCE PROCEDURE**15:01 Qualifying Period:**

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 violations thereof, an endeavor shall be made to settle the difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error, no consideration shall be given to either party unless such a grievance is submitted within the time limit of fifteen (15) calendar days from the alleged occurrence or incident. In the case of payroll errors, the time limit will be thirty (30) calendar days.

15:02 Time to Resolve Dispute:

During any of the noted steps, the parties may agree to longer periods of resolution.

Step 1:

Within the time limits set above, i.e., fifteen (15) calendar days or thirty (30) calendar days, the Employee shall discuss the difference on an informal basis with the appropriate Manager or Supervisor. The Employee may elect to be accompanied by a shop steward.

Step 2:

If the issue is not resolved at Step 1 as outlined above, then the employee and Shop Steward will file a written grievance to their supervisor or manager within five (5) business days from the Step 1 meeting. The grievance must be written with sufficient detail to define the issue on a form provided by the Union and the remedy sought. Copies of the grievance will be given to the Local Manager, grievor and Shop Steward. Within five (5) working days a meeting will be arranged between the Shop Steward and the next level manager. The Employee may elect to accompany the Shop Steward to the meeting if step one has been completed.

The Company shall render a decision, in writing, and provide a copy of their response to the parties above within ten (10) business days of receipt of the completion of Step 2. If a response is not received within ten (10) business days, the grievance may be advanced to the next step of this process.

Step 3:

If the grievance is not resolved at Step 2, the Shop Steward will forward a copy of the grievance to the Union Representative, and the Manager will forward a copy of the grievance to the Director of Labour Relations. The Director of Labour Relations, the Union Representative, the Shop Steward and/or the grievor and any other management personnel that is required, will meet within fourteen (14) days to resolve the matter.

Step 4:

If the grievance has not been settled at Step 3, the matter shall be referred to arbitration within thirty (30) days of the expiry of Step 3.

Notwithstanding the other provisions of this Agreement, the union may file a written group grievance to commence at step 2 and / or a written policy grievance which commences at Step 3. The Union and the Company may have a discussion prior to a Policy grievance filed by either party.

A group grievance is defined as a single grievance signed by a Shop Steward on behalf of a group of employees.

A policy grievance is defined as one which involves a question relating to the interpretation, application, or administration of this agreement.

Where an employee is terminated the grievance procedure will commence at Step 3 with the written grievance submitted within the timeline set out in Article 15.01.

Arbitration

The Employer and the Union will resolve a grievance with a single Arbitrator. The single arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in this Agreement, or to give any decision inconsistent with the terms of this Agreement.

The Union and the Company shall confer and appoint an Arbitrator within three (3) weeks from the date the grievance was referred to arbitration.

The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make their award within twenty (20) working days from the completion of the arbitration, provided the time may be extended by agreement of the Parties.

If the Arbitrator finds 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 Arbitrator, if circumstances are established before it, which in the opinion of the Arbitrator makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost. The decision of the Arbitrator shall be binding on both parties.

The Arbitrator shall not have the power to change, modify, extend or amend this Agreement.

The Employer and the Union shall each be responsible for one half (½) of the expenses of and fees payable to the arbitrator.

ARTICLE 16 - HEALTH AND WELFARE

Teamsters' Health and Welfare Plan:

16:01 Employees shall be covered by the Teamsters' (Local 213) Health and Welfare Plan.

16:02 The Company shall make contributions to the Plan at the following hourly rates, based on the total hours for which the employee receives remuneration:

Two dollars and thirty cents (\$2.30) per hour.

16:03 The contributions referred to shall be remitted monthly by the fifteenth (15th) 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.

ARTICLE 17 - PENSION PLAN

17:01 The Teamsters Pension Plan will be mandatory for all members on the basis of Employer contributions at the following rates:

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

January 1st, 2024 - Five Dollars and thirty Cents (\$5.30) per hour

January 1st, 2025 - Five Dollars and fifty Cents (\$5.50) per hour

January 1st, 2026 - Five Dollars and seventy-five Cents (\$5.70) per hour

17:02 Pension contributions are prohibited with respect to a member at any time after the end of the calendar year in which a member attains seventy-one (71) years of age.

17:03 Pension contributions are prohibited with respect to a member that has retired under the Teamsters Local 213 Pension Plan and subsequently returned to work.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18:01 Notwithstanding the provisions of Article 4, the Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of the employees to whom this collective agreement applies.

18:02 Should automation or technological change cause jobs to disappear, the employee shall have the opportunity to work (providing they have the seniority) at another classification. Should training be required the employee shall be allowed up to twenty-one (21) days without any loss of pay.

Severance Pay or Notice:

18:03 The Company shall pay to each employee with five (5) or more years of service, severance pay in the amount of one (1) week's pay for each year of service when their employment is permanently discontinued due to automation or technological change.

The Company shall pay to each employee with five (5) or more years of service, severance pay or notice in lieu of pay, in the amount of one (1) week's pay (or notice) for each year of service when their employment is permanently discontinued due to automation, technological change or lay-off. In the case of lay off where adequate notice was not given the payment will be made after recall rights have expired.

18:04 Severance pay or notice in lieu of as outlined in Article 18:03 shall be paid or given to each employee whose employment is permanently discontinued as a result of the sale, lease or transfer, either in whole or part, of the Company's assets.

ARTICLE 19 - PROTECTION OF AGREEMENT

19:01 Should the Company or any employee violate the terms of this Agreement as provided in Article 7 - PAYMENT OF WAGES, Article 8 - HOURS OF WORK AND OVERTIME, by paying or receiving less than full wages or overtime as provided in Articles 7 or 8 or failure to remit contributions to the Teamsters' Local 213 Health and Welfare Plan as per Article 15 - HEALTH AND WELFARE and as per Article 16 - PENSION PLAN, then the following shall apply:

- (a) The Company shall pay double the amount of the difference between what should have been paid and that paid initially. This amount shall be paid forthwith to the Teamsters' Social and Sports Committee for its sole and discretionary use. The employee in receipt of such unlawful payment(s) shall be immediately suspended from employment until the said payment is made to the said committee.
- (b) The Company shall then post a bond of one thousand dollars (\$1,000.00) with the Union. In the event of a further violation, said Bond shall be forfeited. The Company will post a further bond of two thousand dollars (\$2,000.00) with the Union which in the event of a further violation will also be forfeited, with each forfeit a replacement bond of twice the value of the one preceding will be posted.
- (c) In all cases of alleged violation all pertinent Company payroll records shall be made available to the Union.
- (d) In the event of disagreement as to the violation of this Article, either party may proceed directly to Arbitration under Article 15.

ARTICLE 20 - SAVINGS CLAUSE

20:01 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. This article will not be in effective during the 2024 Collective Bargaining due to the consolidation of multiple certifications.

ARTICLE 21 - TERM OF AGREEMENT

21:01 Term:

This Agreement shall be in effect from January 1st, 2024 to and including December 31st, 2026 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, 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.

21:02 All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified. Dates will be identified in the memorandum of agreement

21:03 Retroactive Requirements:

Retroactivity shall be negotiable between the Parties. It is agreed and understood that all retroactive pay shall be paid in full not later than the third payday after signing of Agreement. This shall apply to all retired and present employees who worked during the period to which the retroactivity is applicable.

21:04 Labour Relations Code

The operation of Section 50 (2) and (3) of the British Columbia Labour Relations Code is hereby excluded.

DATED AT VANCOUVER, B.C. THIS DAY OF , 2025.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

APPENDIX "A" RATES PER HOUR

Wages shall be paid retroactively paid to January 1st, 2024.

Trades	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
Red Seal Mechanic	\$53.33	\$55.33	\$57.27
Red Seal Electrician	\$53.33	\$55.33	\$57.27
Red Seal Millwright	\$53.33	\$55.33	\$57.27
Red Seal Welder	\$51.10	\$53.02	\$54.87
Fleet Maintenance Lubricator	\$41.20	\$42.75	\$44.24
Product Quality	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
QC Technician Certified	\$44.00	\$45.65	\$47.25
QC Technician	\$43.10	\$44.72	\$46.28
Octa Bloc Coordinator	\$42.23	\$43.81	\$45.35
Mixer Driver	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
Mixer Driver	\$43.85	\$45.49	\$47.09
MD 500-1000 hours	\$41.61	\$43.17	\$44.68
MD 0- 499 hours	\$39.15	\$40.62	\$42.04
Mixer Driver Trainee	\$30.00	\$31.13	\$32.21
Pump Operators	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
Pump Operator	\$47.38	\$49.16	\$50.88
Pump Operator Trainee	\$40.04	\$41.54	\$43.00
Plant Operations	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
Mixer Plant Operator	\$46.58	\$48.33	\$50.02
MPO Trainee <240 Hours	\$41.58	\$43.14	\$44.65
Loader Operator	\$44.24	\$45.90	\$47.51
Loader Trainee <240 hours	\$39.24	\$40.71	\$42.14
Labourer	\$39.10	\$40.57	\$41.99

Rates will be effective January 1st, 2024, and will be paid retroactively to all employees within sixty (60) days after the ratification date. Ocean employees will maintain lunch penalties paid up to implementation of the Hourly Lunch Premiums. Hourly lunch premiums will begin to be paid upon implementation to all employees.

Non-Red Seal Trades will be paid the Red Seal rate through March 31st, 2025. After this date Non-Red Seal trades will be paid \$1.50 per hour less than a Red Seal. The Company will provide reimbursement for the challenge fee for one attempt prior to March 31st, 2025.

Marcel Van Laar will be Grandfathered as a Mechanic Foreperson at \$57.80 per hour plus annual increases.

Premiums

Lead Hands for the Plant Operations, Maintenance Groups, QC Departments and Field Trainers will be appointed by Management based on seniority, experience and competencies. The Company has the right to remove an employee from these positions with reasonable cause. The Company will post the requirements of these positions when it deems it needs to fill a position. Employees who have been appointed to these roles will be paid a premium as listed below. One of the key expectations for these positions is to train employees when required by management and therefore employees in these roles will not be paid additional premiums if training rates are defined.

Premium Rates will be paid at:

Plant operations lead hand - \$5.00 per hour worked

Maintenance lead hand - \$5.00 per hour worked.

QC Lead Hand - \$5.00 per hour worked.

Field Trainers - Will be paid \$1.00 per hour worked when confirmed as a trainer and \$5.00 per hour worked when actively training. Lead Hand Employees will not be paid an additional training premium when training other employees.

Plant Chipping Crew

A posting will be completed for a two or three-person chipping crew to chip plants as required – the chipping crew will be trained to chip the plant and will be paid the same rate as at the Labour classification. An MPO may be assigned to be part of the chipping crew to perform the duties of the plant operator and any other duties as part of the chipping crew that is required

The Company will post for 6 relief “chippers” to be used as required. When needed the Company shall assign relief “chippers” by seniority to fill out the crew.

When canvassing for overtime shifts, it will be offered by seniority to the main chipping crew and the 6 relief chippers first and then followed by employees who are trained to perform the work.

Steam Ticket Premium:

A Maintenance employee that holds a steam ticket will be paid \$0.60 per hour worked.

Tractor / Trailer Premium:

A Driver is required to driver a vehicle with a trailer, they will be paid \$1.00 per hour above their hourly rate.

APPENDIX “B” APPRENTICES

Apprentices may be employed at a trade in the ratio of one (1) apprentice to every three (3) journeyperson. In cases where a trade does not have at least three (3) journeypersons, one (1) apprentice will be permitted. Following is a table displaying the progression of rates for Apprentices:

First	6 months	60%	of the Red Seal Journeyperson Rate
Second	6 months	70%	of the Red Seal Journeyperson Rate
Third	6 months	80%	of the Red Seal Journeyperson Rate
Fourth	6 months	80%	of the Red Seal Journeyperson Rate
Fifth	6 months	85%	of the Red Seal Journeyperson Rate
Sixth	6 months	90%	of the Red Seal Journeyperson Rate
Seventh	6 months	95%	of the Red Seal Journeyperson Rate
Eighth	6 months	95%	of the Red Seal Journeyperson Rate

Existing Employees Apprentice Wage Scale

First	Year	80%	of the Red Seal Journeyperson Rate
Second	Year	85%	of the Red Seal Journeyperson Rate
Third	Year	90%	of the Red Seal Journeyperson Rate
Fourth	Year	95%	of the Red Seal Journeyperson Rate

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

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

When an apprentice is required to attend trade school, and a government assistance program(s) is available, the apprentice shall apply for the program(s). If the apprentice qualifies, the Employer shall pay the difference between the available assistance and the apprentice’s loss of regular wages. Where the apprentice does not qualify, the Employer shall pay the apprentice’s loss of regular wages. An apprentice’s wages shall be paid once for each school level, in accordance with the applicable wage rates set out above. Course costs (Tuition and Books) will be reimbursed upon successful completion of the applicable level. Proof of completion of each level must be provided before reimbursement. Upon the granting of a trades certificate from an apprenticeship program the tuition and book costs shall be fully forgivable after two (2) further years of employment with the Employer subject to the repayment agreement as presented in negotiations. Loss of recall rights will forgive any repayment commitment.

The Company and the Union will meet to discuss a selection process and hiring practice that will have a joint committee to make selections. In the event the parties cannot agree on the functioning of the joint committee then the Company retains the Management right to hire apprentices.

LETTER OF UNDERSTANDING No. 1

**BETWEEN: HEIDELBERG MATERIALS CANADA LIMITED
CONCRETE GREATER VANCOUVER**

8955 Shaughnessy Street
Vancouver, BC V6P 3Y7

(hereinafter called the "COMPANY")

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

(hereinafter called the "UNION")

For the term of this agreement the Company will continue to utilize IBEW electrical contractors, when permissible, at the following Company locations:

1415 Johnston St, Vancouver, BC V6H 3R9
10 Riverside Dr W, North Vancouver, BC V7H 1T4
12651 Mitchell Rd, Richmond, BC V6V 1M7
12355 Musqueam Dr, Surrey, BC V3V 3T2
6245 River Rd, Delta, BC V4K 5E3

DATED AT VANCOUVER, B.C. THIS DAY OF , 2025.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 2

BETWEEN: **HEIDELBERG MATERIALS CANADA LIMITED**
CONCRETE GREATER VANCOUVER
8955 Shaughnessy Street
Vancouver, BC V6P 3Y7

(hereinafter called the "COMPANY")

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

(hereinafter called the "UNION")

With Regard to Article 3.01, Any employee referred to the Company by the Union will be required to participate in and complete the Company designated hiring process to become a successful hire. The Company will provide the current hiring process to the Union Business Agent within sixty (60) days of ratification and will provide updates within thirty (30) days of changes to the process to the Union.

DATED AT VANCOUVER, B.C. THIS DAY OF , 2025.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 3

BETWEEN: **HEIDELBERG MATERIALS CANADA LIMITED**
CONCRETE GREATER VANCOUVER
8955 Shaughnessy Street
Vancouver, BC V6P 3Y7

(hereinafter called the "COMPANY")

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

(hereinafter called the "UNION")

Re: Article 3 – Hiring and Contracting

The company and the union will work together to identify contractors within the spirit of Article 3 at the current Ocean worksites. LOU #1 has identified the use of the IBEW contractors to complete Electrical work during the term of this agreement at current Ocean sites.

The Company will identify contractors in use at Rempel Bros. Concrete that complete similar work as above and provide this list to the Union within thirty (30) days after ratification.

The Union will provide the Company with lists of the contractors that are signatory to Teamsters Local 213, for each type of contractor identified above, within thirty (30) days of ratification and will continue to do so upon the request of the Company.

The Company will maintain the use of all contractors being utilized as the date of ratification.

The Company will not be required to terminate any contractors as listed above with the signing of this new collective agreement. However, they will be required to comply with the terms of Article 3 once there is no longer a contractual agreement with the contractor or the current agreement expires (whichever is first) the Company will proceed with a review of the vendor for the work going forward.

The Company will use Teamsters Local 213 affiliated contractors and then Union contractors prior to using non-union contractors.

If the Union identifies any violations, in writing, of the intent of this letter then the Company will have 15 days to reply – the Grievance Process is available to both parties.

DATED AT VANCOUVER, B.C. THIS DAY OF , 2025.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:
