

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**A. E. CONCRETE PRECAST  
PRODUCTS LTD.**

**AND**

**CONSTRUCTION AND ALLIED  
WORKERS' UNION, LOCAL NO. 68**  
affiliated with the  
**Christian Labour Association of Canada**

**May 15, 2006 - May 14, 2009**

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# COLLECTIVE AGREEMENT

## **BETWEEN:**

**A. E. CONCRETE PRECAST PRODUCTS LTD.**  
(hereinafter referred to as "the Employer")

## **AND:**

**CONSTRUCTION AND ALLIED WORKERS'  
UNION, LOCAL NO. 68**  
affiliated with the  
**Christian Labour Association of Canada**  
(hereinafter referred to as "the Union")

May 15, 2006 - May 14, 2009

## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
  - d) establish a just and prompt procedure for the disposition of grievances;
  - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and

achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well being.

- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer, shall not be construed to deprive employees or the Employer of such rights and privileges.
- 1.03 The Union recognizes that all rights, powers, and authority which have not specifically been modified by this Agreement or by applicable legislation are retained by the Employer.
- 1.04 The Parties agree that:
- Part 3, Wages, Special Clothing, & Records;
  - Part 4, Hours of Work and Overtime;
  - Part 5, Statutory Holidays;
  - Part 7, Annual Vacations; and
  - Part 8, Termination of Employment
- of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer as established in the Certificate issued by the British Columbia Labour Relations Board, dated March 10, 1982, except office and sales staff.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, except by order of the Labour Relations Board or any of the terms and provisions of this

Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no work may be removed from the Bargaining Unit except by mutual agreement in writing of the Parties or as set out in this agreement.

- 2.04 The Employer agrees that the duly appointed Representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 The Union acknowledges that it is the function of the Employer to:
- a) manage the enterprise, including the scheduling of work and the control of materials;
  - b) maintain order, discipline and efficiency;
  - c) hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he/she has been disciplined or discharged without just cause will be subject to the Grievance Procedure.
- 2.06 The Employer agrees that the work performed by the employees in the Bargaining Unit cannot be reduced or eliminated by the contracting out of such work, except as specifically provided in this agreement. The Employer may contract out work where:
- a) he does not possess the necessary facilities or equipment;
  - b) he does not have and/or cannot acquire the required manpower;

- c) he cannot perform the work in a manner that is competitive in terms of quality or within the projected time limits;
- d) such subcontracting has occurred prior to the Union's certification.

2.07 Supervisory personnel may perform work included in job classifications under this Agreement under the following conditions:

- a) if an employee is late, until the employee arrives at work;
- b) if an employee is absent without providing three (3) days' notice;
- c) breakdown of equipment;
- d) if no employees offer overtime, as per Article 8.02(d), in the specific department that overtime is required;
- e) training new employees or training existing employees to use new equipment or methods;
- f) on custom orders with a high degree of technicality and only up to four (4) man hours per day overall. On custom orders being poured repeatedly, supervisory personnel may not work past the third pour unless agreed upon between the Shop Steward and Management.

When supervisory personnel are about to perform bargaining unit work, they shall first inform the Union Steward, when a Steward is available.

2.08 The Employer agrees that the introduction of High Performance Work Teams or any other concept which may lead to a partial or

complete reorganizing of the workforce shall be subject to all the terms and conditions of this Agreement.

### **ARTICLE 3 - UNION REPRESENTATION**

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement.
  - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments within five (5) working days of the date of their appointments.
- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.
- 3.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the committee shall be paid by the Employer at their regular hourly rates for all the time spent on negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.

- 3.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.
- 3.06 There shall be no union activity on the Employer's time or on the Employer's premises except that which is approved by the Employer and necessary for the processing of grievances and the administration and enforcement of this Agreement. The Employer agrees that approval for jobsite visits shall not be withheld for more than one (1) working day after the same has been requested. No reasonable request by the Union will be refused. No approval is needed for visits during coffee and lunch breaks.
- 3.07 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off. New employees shall be advised of the names of the Union Stewards. Stewards shall be given ten (10) minutes, without loss of pay, but subject to operational requirements, to introduce new employees to the Union's policies.

#### **ARTICLE 4 - STRIKES OR LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will, in accordance with Section 57(1) of the *Labour Relations Code of British Columbia*, not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will, in accordance with Section 57(2) of the *Labour Relations Code of*



*British Columbia*, not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

**ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give preference to union members for employment, however the hiring decision shall be at the Employer's discretion.
- 5.02 The Employer has the right to hire new employee(s) as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work. New hires progress through the pay grid as per Schedule 'A' until they are classified to Drycast Stripping or to a Group Level. (See also Letter of Agreement #3).
- 5.03 Prior to initiating any hiring in the classifications covered by this Agreement, or in new classifications being created in the bargaining unit, the Employer shall first contact the Union's office to inform the Union of the vacancies and to ascertain if the Union has members out of work who are qualified to fill such vacancies.
- 5.04 New employees will be hired on a six- (6) month probationary period and thereafter shall attain regular employment status. On completion of the probationary period, their respective seniority shall be dated back to the date of their most recent hiring. The Employer shall notify the Union in writing of the name, address, classification and posting awarded to any new employee at the time such employee commences employment. The hourly rate of a probationary employee shall increase in accordance with the provisions of Schedule "A" and such probationary employee

shall be classified to Drycast Stripping or to a Group Level no later than the one hundred and twenty first (121<sup>st</sup>) calendar day of employment.

- 5.05 Neither the Employer nor the Union will compel employees to join the union. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Within the first month of employment, the Employer will refer any new employee to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the union's purpose and representation policies.
- 5.06 The Union agrees that it will make membership in the union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the union.

## **ARTICLE 6 – CHECK OFF**

- 6.01 The Employer is authorized and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay, in the amount of one-half ( $\frac{1}{2}$ ) hour per week, as a condition of employment. Deductions shall be made effective the first of the month following date of hire from all employees who work thirty (30) hours or more during the applicable period and during paid leaves. The Employer shall also deduct initiation fees.
- 6.02 The total amount checked off will be turned over to the Union Treasurer each month, within a week after the check-off is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.
- 6.03 Employees who, because of conscientious objections, cannot support the CLAC or any other trade union may apply to the

Union in writing explaining their objection and requesting that their dues be forwarded to a registered Canadian charitable organization. This organization will be selected by mutual agreement between the employee and the Union. The Union will forward such monies at the end of each calendar year.

## **ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY**

- 7.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 Where new machinery is installed that materially affects the conditions of work of the employees concerned, or a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved. Failure to reach agreement shall be subject to the Grievance Procedure.
- 7.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his/her control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work (s)he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of reasons completely beyond the control of the Employer.
- 7.04 Employees may request advances for emergency or urgent reasons only.
- 7.05 When a payday falls on a Statutory Holiday, the Employer will make every effort to hand out pay cheques no later than 10:00 a.m. on the preceding workday, and for the afternoon shift no later than 4:00 p.m. on the second last workday preceding the payday.
- 7.06 The Employer agrees to make a printed record of daily hours worked available upon written request.

7.07 Employees requested to perform off-site work shall be reimbursed for any reasonable expenses incurred as a result of such assignment. Employees using their own vehicle in order to travel to and from the off-site work site, shall receive thirty three cents (\$0.33) per kilometer traveled. Prior to each assignment, the Employer shall instruct the employee with respect to anticipated compensable expenses, e.g. motel, meals etc. In the event that unanticipated circumstances necessitate additional expenses, the employee shall inform the Employer by collect call of these circumstances and shall not incur additional expenses without prior authorization, except in emergencies such as a ferry shutdown or road closure. The Employer shall give the employee a telephone number which can be used after business hours.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

8.01 The normal workweek shall consist of five (5) eight- (8) hour days, either Monday through Friday or Tuesday through Saturday. Employees required to work a Tuesday through Saturday shift will be chosen according to seniority such that those employees with less seniority shall be selected first for such a shift, provided there is sufficient competence among the junior employees to properly carry out the work required.

8.02 Work performed in excess of eight (8) hours per day and eighty (80) hours in a two- (2) week pay period, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Work performed in excess of eleven (11) hours per day or ninety (90) hours in a two (2) week pay period shall be paid at the rate of two (2) times the regular rate of pay. Due to the nature of work in different areas, the following conditions of overtime work and rate of pay will apply:

- a) any overtime must be authorized in advance by Management to receive the overtime rate;

- b) employees who are late will be required to complete their eight (8) hours of work before overtime rates will be paid;
- c) daily overtime exceeding one (1) hour and overtime worked during extra shifts shall be assigned by department (dry cast, wet cast, yard, rebar and steel areas) to the most senior employee, who normally works in the area, assuming the ability to perform the work is relatively equal;
- d) Management will post a notice on a daily basis for employees to indicate if they wish to work overtime. This notice will be posted by 9:00 a.m. daily, and employees are required to indicate their preference by 12:30 p.m. Management shall first ask the employees listed, by department, in order of seniority to work overtime. Management may then ask employees in other departments to perform the overtime.

In order to be eligible for the bi-weekly overtime rates of pay for this Article, an employee must have worked eighty (80) regular hours during the two- (2) week pay period preceding the day which is the subject of the overtime entitlement. Vacation time, absences covered by the WCB, and absences which have been pre-approved by the Employer shall be counted as time worked for the purposes of this Article.

- 8.03 Employees who perform work on a Saturday (in the case of one whose normal shift is Monday through Friday), or on Monday (in the case of one whose normal shift is Tuesday through Saturday), shall be paid at the rate of two (2) times the regular rate of pay provided they have worked eighty (80) regular hours in the two- (2) week pay period. Overtime shall be offered to the employees as per a notice as per Article 8.02(d), with such notice indicating the work available.
- 8.04 There shall be a total of fifty (50) minutes in breaks during each eight- (8) hour shift. Thirty (30) of the fifty (50) minutes shall be

considered to constitute an un-paid meal break, while twenty (20) minutes shall be considered paid coffee breaks. Time for breaks shall be allotted as follows:

Morning coffee break:	15 minutes
Lunch break:	25 minutes
Afternoon coffee break:	10 minutes

The coffee breaks shall take place during each half of the shift, while the lunch break shall take place approximately halfway into the shift. For the employees on the night shift, the lunch break shall be considered as time worked. If an employee works past the starting time of his/her regular lunch period, he/she shall still be entitled to take his/her full break.

An employee working overtime is entitled to a fifteen- (15) minute coffee break after having worked one-half (1/2) hour of overtime, provided that the employee continues to work for at least another half hour after the break. Employees working overtime beyond eleven (11) hours per day shall receive a meal allowance of seven dollars and fifty cents (\$7.50). This shall be included in the employee's paycheque.

- 8.05 Any time worked on a Sunday shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours worked.
- 8.06 No employee shall be compelled to work on a Sunday or any other day of the week if such work conflicts with the established religious convictions of the employee.
- 8.07 a) Employees who are unable to report for work at the scheduled starting time, shall notify the Employer prior to their normal starting time, if possible. The employee must subsequently confirm the absence to Human Resources, the Production Manager, or the Operations Manager before noon of that day. An employee's failure to comply with this

requirement will result in the absence being treated as an unexcused absence. If the absence is due to an illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.

- b) If the absence is due to an injury and is expected to be longer than three (3) days, the employee shall arrange a meeting with his/her supervisor to discuss the appropriateness of medically approved light duty work, and the expected date of return to work. Unless the employee has a justifiable reason, failure to report as required may lead to disciplinary action.

8.08 The regular day shift shall begin between 5:00am and 10:00am. An afternoon shift premium of fifty cents (\$0.50) per hour applies to shifts starting after 10:00am and before 5:00pm. A night shift premium of seventy five cents (\$0.75) per hour applies to all shifts starting after 5:00pm and before 5:00am. Within the nightshift, employees shall be paid through the one-half (1/2) hour lunch break, midway through the shift, in addition to the regular coffee breaks.

8.09 a) Employees who require an early leave for an appointment or function, will be required to submit such requests in writing with a minimum of one (1) day's notice. The Employer agrees to accommodate every reasonable request and will reply to the request the same day that the request is made. Employees will make every effort to schedule appointments or functions outside of their normal working hours.

b) The Employer shall accommodate every request for an early leave occasioned by a medical/dental specialist's appointment. Employees shall give the Employer a minimum of five (5) working days' notice of such appointment.

## **ARTICLE 9 - VACATIONS AND VACATION PAY**

- 9.01 a) Employees shall receive annual vacations, with pay, calculated as a percentage of their gross earnings: For the purposes of this article, Gross earnings do not include the retention bonus payments as described in Schedule "A" and do not include the sales sharing bonus payments as described in Schedule "B"; the Employer will continue to calculate gross earnings using the same components of earnings as it did under the prior Agreement.
- i) for employees with less than one (1) year of service -- maximum of one (1) week's vacation, with pay at four percent (4%); the days are accumulated at the rate of one (1) day's potential vacation for each month of service;
  - ii) after one (1) year's service -- two (2) weeks' vacation, with pay at four percent (4%);
  - iii) after three (3) years' service -- three (3) weeks' vacation, with pay at six percent (6%);
  - iv) after ten (10) years' service -- four (4) weeks' vacation, with pay at eight percent (8%).
- b) Employees are entitled to vacation pay draws equal to their number of vacation weeks, plus one (1) additional draw.
- 9.02 a) The Employer will endeavour to grant vacations at the time requested, in the vacation season or periods, considering business requirements. Employees with most seniority will have first choice of the time to be granted off.



- b) Blank vacation schedules shall be posted in January each year. Employees will enter their first preference by January 31, with tentative confirmation of these dates made by February 28. Final confirmation shall be made by Management by March 31, with no changes guaranteed after that date.

The period between January 1 and March 31 of the following year is part of the vacation selection period. Vacations may be scheduled within this period, but will draw from the following year's vacation entitlement, except as provided in Article 9.02(g).

The Employer may schedule any unscheduled mandatory vacations after September 15<sup>th</sup> of each year.

- c) The number of employees that may be off at one time is limited to:
  - i) one (1) employee per department, except wetcast, from which a maximum of two (2) employees may be absent;
  - ii) and a total of:
    - a) three (3) employees at one time, when there is a total of 0 - 25 employees;
    - b) four (4) employees at one time, when there is a total of 26 - 30 employees;
    - c) five (5) employees at one time, when there is a total of 31 - 35 employees or more.
    - d) six (6) employees at one time, when there is a total of 36 - 40 employees.

Varying workload conditions may require adjustment to the above, as agreed by the Union/Management Committee. No adjustments shall be made without providing at least thirty (30) days' notice. No adjustments shall be made to previously approved vacations.

- d) Laid off or absent employees shall have opportunity to enter their vacation request(s) in writing prior to the end of the vacation selection period.
- e) As a general rule, no employee is entitled to take off more than two (2) weeks between July 1st through September 1st. Exceptions to this rule shall be made if a particular employee's longer vacation does not conflict with absences of other employees. A request for a longer vacation is subject to Article 9.02(c). The longer vacation must be scheduled during the vacation selection period detailed in Article 9.02(b).
- f) If a choice must be made between two or more vacations at the same time, the Employer and the Union shall jointly determine the scheduling of vacations, taking into account seniority, family circumstances and the frequency of vacations granted during prime time in previous years. The vacation schedule of management personnel shall not affect the vacation schedule of bargaining unit employees.
- g) Employees shall be permitted to carry over a maximum of one (1) week of non-mandatory vacation into the following year. Any days carried over into the following year must be used up prior to March 31 of that year. Scheduling of vacation days carried into the new year must take place no later than December 15.

9.03 In the event of a statutory holiday falling during an employee's annual vacation with pay, such employee shall be entitled to be off, with pay, the day he would normally have returned to work.

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

- a) absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his/her employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to his/her employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- c) any other absence with pay duly approved by the Employer in writing.

9.05 Employees will receive their vacation pay on a separate cheque from their regular earnings.

## **ARTICLE 10 - HOLIDAYS**

10.01 The Employer agrees to pay at regular rates of pay for eight (8) hours, for the following eleven (11) holidays:

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

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

10.02 Article 10.01 applies only to employees who have attained regular employment status and who have worked the scheduled workday before and the scheduled workday following the holiday, provided either is within five (5) days of the holiday in question, unless their absence is due to illness or a vacation with pay. In case of an employee's illness or injury, the employee

shall obtain and provide to the Employer satisfactory proof of illness or injury in the form of a medical certificate from a qualified medical practitioner.

- 10.03 If an employee is required to work on one of the above-mentioned holidays, he/she shall be paid at the rate of two (2) times the regular rate in addition to his/her holiday pay, plus a day off, without pay, at a mutually agreed upon time, at the employee's option.
- 10.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the following regularly scheduled work day shall be observed as the statutory holiday, unless an alternate day is mutually agreed upon between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday.
- 10.05 In the event of a statutory holiday falling on a Tuesday, Wednesday, or Thursday, and where the Employer and the Union mutually agree, the said holiday may be observed the preceding Monday or following Friday.
- 10.06 For the purpose of calculating overtime, the paid holiday shall be considered as time worked.

## **ARTICLE 11 - SENIORITY, LAYOFF, AND PROMOTIONS**

- 11.01 Seniority of employees shall be recognized within job categories and areas of competence because the parties agree that job opportunity and security should increase in proportion to length of continuous service. New employees shall be placed on the seniority list upon completion of their probationary period and their seniority shall be dated back to the date of their most recent hiring.

11.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

11.03 Seniority rights shall cease for any employee who:

- a) voluntarily quits the employ of the Employer;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months if employed for more than two (2) years, and is laid off for a continuous period of more than six (6) months if employed less than two (2) years;
- d) is off due to illness or non-work related injury after the following continuous periods of absence:
  - i) if employed five (5) years or more following a twenty-four (24) month absence;
  - ii) if employed less than five (5) years but more than three (3) years, following an eighteen (18) month absence;
  - iii) if employed less than three (3) years, but more than two (2) years, following twelve (12) months of absence;
  - iv) on completion of the probationary period, but less than two (2) years of employment, following a six (6) month absence.

For the employee to be able to return to work, the employee must produce satisfactory proof in the form of a medical certificate from a doctor stating that the employee is medically fit to handle all bargaining unit work currently

being performed in the employee's classification at A E Concrete Precast Products Ltd. Where such documentation is required, the Employer shall reimburse the employee for fees charged by the doctor for filling out the form.

In the event that major changes in the employee's job have taken place during the employee's absence necessitating training prior to returning to work, up to five (5) days of on the job training shall be provided by the Employer with the employee earning his/her regular hourly rate during the training. In the event that the required training cannot possibly take place in five (5) workdays at the workplace, the employee may be required to attend a training course at his/her expense and on his/her time. The returning employee may displace a probationary employee in another department as long as the returning employee is not qualified to return to his/her own job. In such case the returning employee must be physically capable as well as qualified to perform the work thus made available.

- 11.04 Seniority rights shall continue for employees who are off by reason of a work related injury unless there is medical evidence that the employee will not be capable of returning to work.
- 11.05 When the Employer deems it necessary to reduce the workforce, he/she shall consult the Union at least one (1) week in advance, on the need for layoffs. When a reduction of the workforce is inevitable, casual labourers and probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of layoff and in doing so, they shall be guided by the following considerations:
- a) seniority standings of the employees;
  - b) ability of the employees to perform the work.

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

- 11.06 If lack of work, not subject to the technological change provisions of Article 12, results in temporary layoff of employees, the employees affected shall be given a minimum of five (5) days' notice or five (5) days' pay whenever practicable.

If lack of work, not subject to the technological change provisions of Article 12, results in the termination of regular, non-probationary employees, such termination shall occur as per conditions established in the *Employment Standards Act of B.C.*

- 11.07 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.08 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) days when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 11.09 Any employee who voluntarily quits the employ of the Employer shall give one (1) week's notice to the Employer to enable the Employer to hire an adequate replacement.
- 11.10 a) The Employer shall post for a minimum of three (3) workdays, in a conspicuous place at all time clocks and the production board, notice of all permanent vacant positions, part-time positions exceeding four (4) weeks duration, all training positions, entry level positions and promotions. All postings will include a brief job description, shift hours and rate of pay. Any regular full-time employee of the Employer, covered by this Agreement, may apply for such posted position and the Employer shall fill such a position with the applicant employee who has the greatest seniority,

provided that ability to perform the work is relatively equal. Unsuccessful applicants will be given an opportunity to train as often as is reasonably possible.

- b) Employees who have been awarded a posting, shall receive a copy of the posting. A copy shall also be posted on the bulletin board for a period of no less than five (5) working days and be faxed to the Union's office. The same shall apply to temporary postings.

11.11 Employees promoted or transferred to another position will be required to complete a trial period not to exceed three (3) months while they obtain training and orientation. Promoted employees are entitled to their wage increase after successfully completing the trial period. Thereafter the employee shall stay in the posted position for a minimum period of one (1) year without being eligible for other postings. The Union-Management Committee is empowered to allow exceptions to the one- (1) year requirement.

## **ARTICLE 12 - TECHNOLOGICAL CHANGE**

12.01 The Employer shall notify the Union at least one (1) month (or as much time as possible) in advance of his intent to institute changes in production methods or facilities, which would result in layoff or termination of employees.

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

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



12.04 Any dispute arising in relation to adjustment to technological change may be referred to arbitration as provided for in Article 20.

### **ARTICLE 13 - SAFETY AND HEALTH**

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

- a) The Safety Committee shall be made up of one (1) union employee from each department that has more than four (4) employees in it, and the Management representative;
- b) The Safety Committee shall meet on the second Wednesday of every month. The Chairman and/or the Secretary are empowered to call extra meetings at any time. Special meetings can be called with four (4) hours' advance notice. Meetings are to be held during regular working hours, and members paid at regular hourly rates. Minutes of such meetings will be taken and distributed to all representatives of the committee, to the union office, and will be posted throughout the plant.
- c) The recommendations of the Safety Committee will be implemented by the Employer as soon as reasonably possible and without delay upon receipt of such recommendations, or as agreed upon by the committee.
- d) The Safety Committee is empowered to order the suspension of operations of the enterprise or of any part of it, if it is convinced that continued operation is detrimental to the health and welfare of the employee(s) or if there is an immediate danger to the life of the employee(s).

- e) The Union shall have the power to file a grievance against the Employer if the Employer violates Article 13.01(c).
- f) The Employer agrees to deal expeditiously with concerns regarding the health and safety of the employees. Any concerns brought to Management and/or the Safety Committee shall be dealt with on the same day the concern is presented, where possible.

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

13.03 a) If an employee has been warned three (3) times for disobeying a safety-related recommendation of the Safety Committee, he/she shall receive a one- (1) day suspension from work without pay. On the fourth (4th) such violation, a one- (1) week suspension shall be granted. If the employee persists in disobeying the directives of the Safety Committee, he/she may be terminated.

b) Serious violations of safety regulations or safety related recommendations of the Safety Committee shall be subject to further discipline up to and including dismissal.

13.04 The Employer shall respect the opinion of the employee's physician and will not require the performance of light duties where the employee has been advised not to perform light duties. The employee must have his/her doctor fill out an employer-prepared light duty questionnaire and return the same to the Employer.

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

14.01 In order to assist in protecting the employees and their families from the financial hazards of illness and accidents, the Employer

agrees, for all eligible employees, to pay one hundred percent (100%) of the premium cost of the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline of the Plan is listed in Schedule "C" Premiums shall be remitted monthly, in accordance with the timelines stipulated for union dues.

- 14.02 a) Employees are eligible to receive coverage on the first day of the month following completion of the fourth (4<sup>th</sup>) month of employment. At that time, the Employer shall remit two (2) months' worth of premiums to commence coverage and shall continue to submit as per Article 14.01 thereafter. It is the responsibility of the employee to complete the enrolment form for the Health and Welfare Plan, which is a condition of coverage.
- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this agreement.
- 14.03 a) If, according to the standards of qualifications set out by the insurance carrier, an employee is not eligible for the coverage provided by the group plan and, as such, cannot be enrolled, the Employer shall pay him or her directly an amount equivalent to the insurance premium.
- b) All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the benefit plan as amended from time-to-time. The basic outline of the benefit plan (Schedule "C")

included for information purposes only; it does not constitute part of this agreement.

- 14.04 a) In the event of sickness or accident occurring to an employee who has worked for the Employer for at least one (1) year, the Employer agrees to continue to pay all insurance premiums for a period of three (3) months.
- b) In the event of a layoff, the Employer agrees to pay all insurance premiums to provide uninterrupted coverage for a period of three (3) months.
- 14.05 The Employer's sole responsibility to any eligible employee regarding the Benefit Plan is the remittance of the premiums required by the insurance company. The insurance company alone will be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants, and determining validity of claims.
- 14.06 It is further understood that the Union has no obligation to provide the insurance coverages or benefits stipulated in this Agreement. Liability for unfunded claims arising as a consequence of any failure by the Employer to remit the premiums required herein shall rest exclusively with the Employer.
- 14.07 The Employer agrees to contribute, on behalf of all eligible employees, one hundred percent (100%) of the monthly premium cost of the Medical Services Plan of BC. Eligibility commences on the first of the month following one full month of employment (for example: an employee hired on January 15<sup>th</sup> will be eligible on March 1<sup>st</sup>).

## **ARTICLE 15 - UNION-MANAGEMENT RELATIONS**

- 15.01 The parties to this Agreement pledge to work toward the greatest

possible degree of consultation and co-operation believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a) the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of management;
- b) the economic character springs from a continuous striving toward efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage co-operation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

- 15.02 a) In order to further the aims of the enterprise, the parties agree to schedule a Union-Management meeting quarterly, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:
- i) hiring policies;
  - ii) discipline and discharge policies;
  - iii) training and promotion;
  - iv) safety measures;
  - v) matters that affect the working conditions of the employees; and
  - vi) matters relating to quality.

- b) The Employer and the Union shall each appoint an equal number of representatives, up to a maximum of three (3). The Minutes shall record the business of each meeting and a copy shall be mailed to the Union's provincial office.

15.03 A committee member attending Union-Management meetings during regular working hours, shall be entitled to his/her regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty dollars (\$20.00) to a committee member for each meeting attended.

#### **ARTICLE 16 - FUNERAL LEAVE**

16.01 In the event of the death of an employee's spouse, child, parent, parent-in-law, brother, sister, or natural grandparent, the employee may be absent from work for four (4) days with pay. In the event of the death of an employee's grandparent-in-law, brother-in law or sister-in-law, the employee may be absent from work one (1) day with pay.

#### **ARTICLE 17 - LEAVES OF ABSENCE**

- 17.01 a) The Employer shall grant leaves of absence, without pay, and without loss of seniority rights, for the following reasons, for a maximum period of three (3) months:
- i) sickness in the employee's immediate family; and
  - ii) death in the employee's immediate family.
- b) The Employer may grant leaves of absence, without pay, and without loss of seniority rights, for the following reasons, for a maximum period of three (3) months:
- i) education beneficial to the work community;
  - ii) extended vacations.

- 17.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.
- 17.03 “Immediate family” in this Article shall mean mother, father, mother-in-law, father-in-law, brothers, sisters, spouse, children, sons-in-law, and daughters-in-law of the employee. The immediate family of a common law spouse is recognized the same as above.
- 17.04 The Employer may grant an educational leave of absence without pay, and without loss of seniority rights, for a maximum period of six (6) months provided the employee has a minimum of three (3) years’ of seniority and provides the Employer with two (2) months’ notice. No reasonable request will be denied.
- 17.05 The Employer shall grant Pregnancy Leave, Parental Leave, and Family Responsibility Leave in accordance with the sections 50, 51, and 52 of Part 6 of the *Employment Standards Act of B.C.*
- 17.06 The Employer shall make every attempt to reply to a request for a leave of absence no later than five (5) workdays after the request was made.

## **ARTICLE 18 - JURY DUTY**

- 18.01 Employees required to serve jury duty, will receive pay such that their total compensation, including jury duty pay, will not be less than seventy-five percent (75%) of their normal pay for a period of time not to exceed ten (10) working days. Employees must provide satisfactory evidence of attendance for jury duty and pay received for jury duty.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19.01 The parties to this Agreement recognize the Stewards, and the

CLAC Representative specified in Article 3, as the agents through which the employees shall process their grievances and receive settlement thereof. Prior to filing a grievance, the aggrieved employee must first discuss the problem with his/her supervisor. Where the matter remains unresolved, the CLAC Representative or Steward may process the grievance.

- 19.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 19.03 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievers shall be listed on the grievance form.
- 19.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 20, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 19.05 Step 1 An employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth (5th) workday following the



day upon which the grievance is submitted and will notify the griever and the Union Representative of his decision in writing.

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

## **ARTICLE 20 - ARBITRATION**

- 20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the procedure laid out in this article. The Parties agree to make use of settlement/mediation options prior to arbitration. Where a Party files for Expedited Arbitration under section 104 of the *Labour Relations Code of British Columbia*, such Party shall request, and the Parties shall make use of, the settlement provision offered under this section of *the Code*.
- 20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 20.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

- 20.04 In the event that the Parties disagree in selecting an Arbitrator, they shall request the Labour Relations Board of British Columbia to appoint an Arbitrator at the Board's discretion.
- 20.05 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 20.06 Notice of desire to arbitrate and of nomination of an Arbitrator shall be served personally, or by registered mail, or by facsimile where prior notification has occurred by speaking to the other party directly or on the telephone. If served by registered mail, the date of mailing shall be deemed the date of service.
- 20.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings, and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 20.03, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his/her decision shall be final and binding upon both parties.
- 20.08 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party. However, the Arbitrator shall not have any jurisdiction, power, or authority to alter, amend, add to, or vary the Agreement nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 20.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned, or any other remedy or measures which are just and equitable in the opinion of the Arbitrator.

- 20.10 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is in the opinion of the Arbitrator just and equitable.
- 20.11 Each of the parties hereto will bear the expense of the Arbitrator in accordance with the Labour Relations Code.

### **ARTICLE 21 - DISCHARGE, SUSPENSION, AND WARNING**

- 21.01 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such reprimand shall be in writing, with a copy of the reprimand forwarded immediately by the Employer to a Steward and to the office of the CLAC. Prior to issuing such a reprimand, the Employer shall interview the employee in the presence of a Steward or Union Representative.
- 21.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.
- 21.03 Letters of reprimand or discipline shall be removed from an employee's file and record twelve (12) months from the date of issue if there is no recurrence of a similar infraction.
- 21.04 Serious infractions that require a letter of reprimand or discipline (such as safety related issues and wilful damage to company property) may be held in an employee's file for up to eighteen (18) months, upon the Union-Management Committee being notified. Such letter of reprimand or discipline will be removed

from an employee's file no later than eighteen (18) months from the date of issue if there is no re-occurrence of a similar infraction.

21.05 Employees shall have supervised access to their own personnel file.

21.06 Business Improvement Opportunities (BIO's) shall not become part of an employee's personnel record, except where they are related to disciplinary action.

## **ARTICLE 22 - DURATION**

22.01 This Agreement shall be effective on the fifteenth (15th) day of May, two thousand six (2006) and shall remain in effect until the fourteenth (14th) day of May, two thousand nine (2009), and for further periods of one (1) year, unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement shall renew for a period of one (1) year.

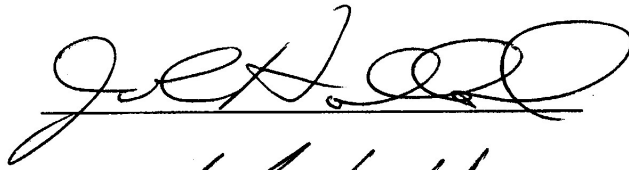
22.02 If no agreement is reached at the expiration of this Agreement, this Agreement shall remain in force while negotiations are continued.

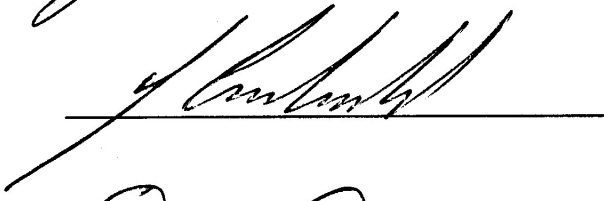
22.03 The Employer and the Union agree to exclude the operation of Subsections (2) and (3) of Section 50 of the *Labour Relations Code of British Columbia*.

DATED at Surrey, B.C., this 17 day of January, 2007.

Signed on behalf of  
**A. E. CONCRETE  
PRECAST PRODUCTS LTD.**

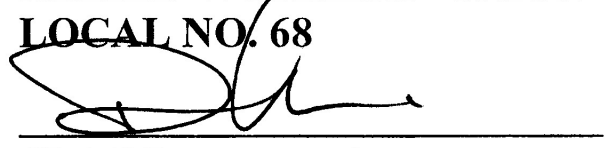
  
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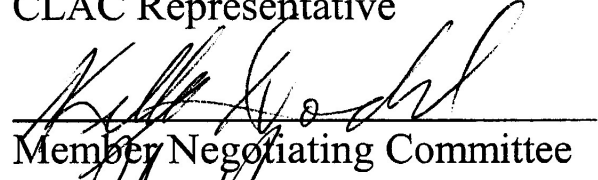
  
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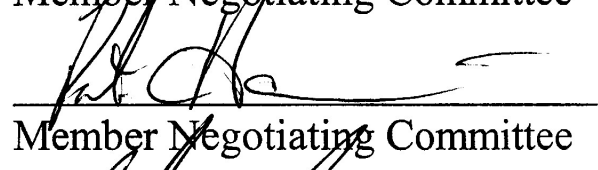
Signed on behalf of  
**CONSTRUCTION AND  
ALLIED WORKERS' UNION  
LOCAL NO. 68**

  
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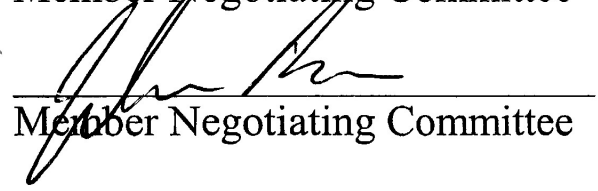
CLAC Representative

  
\_\_\_\_\_

Member Negotiating Committee

  
\_\_\_\_\_

Member Negotiating Committee

  
\_\_\_\_\_

Member Negotiating Committee

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

<u>Classification</u>	Hourly rate effective	
	<u>May 15/06</u>	<u>May 15/08</u>
<u>Probationary General Labourer</u>		
First 30 calendar days	12.77	COLA*
Second 30 calendar days	13.92	
Third 30 calendar days	15.06	
Fourth 30 calendar days	16.21	
Thereafter classified to Drycast Stripping or to Group 1		
<u>Drycast Stripping</u>	16.21	COLA*
Group 1	19.39	COLA*
<u>General Labourer</u>		
Wetcast		
Drycast		
Rebar		
Steel Shop		
Yard		
Group 2	20.50	COLA*
<u>General Precast Worker</u>		
Wetcast		
Drycast		
Basic Welder		
Rebar		
General Shipper/Receiver		



## **RETENTION BONUS**

### **ELIGIBILITY**

The Employer will pay to each member of the bargaining unit who was employed on November 14, 2006 (the date of ratification) a bonus equal to seventy-five cents (\$0.75) per hour worked, subject to the following schedule:

1. On November 15, 2006, the Employer will calculate all hours worked from May 15, 2006 to November 14, 2006. The Employer will implement a payment arrangement subject to the above and to its payroll department's requirements.
2. For each eligible employee who continues to be employed on November 15, 2007, the employer will calculate all hours worked from November 15, 2006 to November 14, 2007. The Employer will implement a payment arrangement subject to the above and to its payroll department's requirements.
3. For each eligible employee who continues to be employed on November 15, 2008, the Employer will calculate all hours worked from November 15, 2007 to November 14, 2008. The Employer will implement a payment arrangement subject to the above and to its payroll department's requirements.
4. For each eligible employee who continues to be employed on May 15, 2009, the Employer will calculate all hours worked from November 15, 2008 to May 14, 2009. The Employer will implement a payment arrangement subject to the above and to its payroll department's requirements.

- NOTE: a) Employees who quit or are terminated for cause (not reversed through the grievance procedure), before the eligibility date, forfeit their bonus.
- b) For the purposes of calculating the employee's hours, vacation time shall be considered to be time worked.



## **GENERAL**

1. Only those qualified and designated by Management shall operate equipment.
2. Casual Labourers shall be part of the workforce under the following conditions:
  - a) in case of a layoff, casual workers would be laid off first;
  - b) work performed by casual employees shall not reduce or eliminate work which would be performed by regular employees;
  - c) casual employees work through the same time-keeping system as regular employees;
  - d) wage rates of casual employees may be set at the Employer's discretion except that they shall not exceed those applicable to regular, full-time employees;
  - e) where employment exceeds three (3) months, the worker automatically enters his/her probationary period as a part-time or full-time employee.
3. The Employer agrees to bear the cost of supplying and cleaning fitted coveralls with name tags for all employees and also of supplying appropriate safety equipment, leather aprons, and rain gear as required.
4. Employees have the opportunity to receive a two hundred dollar (\$200.00) allowance for every twelve (12) months worked, if they sign a waiver to exclude themselves from receiving company supplied coveralls.

5. The Employer agrees to supply quality rain gear, for those employees requiring rain gear, with an agreed upon limit of one pair of rain gear per employee for every twelve (12) months worked.
6. Employees will receive one hundred and twenty-five dollars (\$125.00) for the purchase of approved safety-toed boots, once every twelve (12) months worked (receipt not required). New employees shall be required to provide the Employer written authorization to deduct the boot allowance paid from a final pay cheque in the event the employee fails to complete a minimum of four (4) months' employment.
7. All employees shall respect and look after with reasonable care, tools, equipment, and facilities provided by the Employer. Neglect of the above will lead to disciplinary action.
8. The minimum call-out rate for maintenance personnel shall be four (4) hours of pay. This minimum shall not apply to repeat call-outs necessitated by a recurrence of the same problem or breakdown where the repeated call-outs are not separated by a regular work shift. Repeat call-outs not covered by the above minimum call-out rate shall be compensated in accordance with time actually worked, at the applicable hourly rate.

## **SCHEDULE "B"**

### **SALES SHARING PLAN**

(Effective January 1, 2007)

1. A Sales Sharing Plan will be maintained for the benefit of all employees with one (1) or more years' seniority. The amount to be shared shall be two percent (2%) of sales.

This percentage shall be based on the gross sales (excluding wholesale or brokerage sales on which there was no manufacturing labour value added by A.E. Concrete employees) during the bonus year.

2. The amount to be shared will be divided pro-rata among all eligible employees, based on regular hours worked. The bonus will be paid on regular hours worked by each eligible employee to a maximum of two thousand eighty (2080) hours annually or, in the event of a leap year, two thousand eighty eight (2088) hours.

3. Employee eligibility is determined as follows:  
Eligibility to accrue sales sharing commences once the employee has worked a minimum of two thousand eighty (2080) regular hours for the Employer as a member of the bargaining unit. Vacation time and statutory holidays are counted as time worked for the purposes of this schedule.

4. Should an employee leave his or her employment for any reason before the payout of the Plan, he/she shall be paid his/her share in ratio to how much of the year he/she actually worked before leaving his/her employment.

5. Of the total accruing to each employee, one hundred percent (100%) after tax payout can be paid to the employee, or the employee may direct payment to a Registered Retirement Savings Plan.

6. Eligible employees shall share in the division of the sales sharing funds on the principle that employees are to benefit according to their contribution. Accordingly, the following guidelines apply:
  - a) Only regular hours of work will qualify in the sales sharing plan;
  - b) With the exception of vacation time and statutory holidays, all absences will be discounted, including lay-off, leave-of-absence, medical leave or WCB leave.
7. Exclusions to Sales Sharing Eligibility.
  - a) In the event of an unexcused absence (defined as those in violation of Article 8.07 or failing to provide a doctor's certificate as requested), the employee will be ineligible for Sales Sharing for the week that the unexcused absence took place.
  - b) In the event that an employee is late for work, the employee will be ineligible for Sales Sharing for the week that he/she was late. For the purposes of sales sharing eligibility, each employee is entitled to four (4) "free" late days per year.
  - c) In the event that an employee is sick, the employee will be ineligible for Sales Sharing for the week that he/she was sick. For the purposes of sales sharing eligibility, each employee is entitled to two (2) "free" sick days per year. The application of the "free" sick day is entirely up to the discretion of the employee.
8. The employees may have the total sales figure verified by a qualified person acceptable to the Employer.

9. The sales sharing pay-out shall be issued no later than the first Friday in February following the completion of the bonus year, subject to the employee approval of entitlement days. The amounts will be paid out to the employees or deposited into an RSP. If the employees desire the amount to be deposited into an RSP, this will be done no later than the second Friday in February following the completion of the bonus year.
  
10. Employees' eligible hours shall be made available no later than the last Friday in January. Employees must review and approve their eligible hours within three (3) working days of the hours being made available by the Employer. Where an employee fails to contact the Employer within this time period, the Employer's calculation of that employee's entitlement shall be considered final and binding.

## **SCHEDULE “C”**

### **BASIC OUTLINE OF INSURANCE PLAN COVERAGE** **GOLD PLUS PLAN**

(This schedule does not form part of the collective agreement.  
It is for information only.)

- \$60,000.00 life insurance
- \$60,000.00 A.D. & D.
- dental plan at the latest fee schedule available:
  - Basic services: 100% up to \$2,000.00 per person annually
  - Comprehensive: 50% up to \$2,000.00 per person annually
  - Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- prescription drug plan (with drug card for employee and family at 80% up to \$2,000 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family:
  - under 21: \$300.00 per year
  - over 21: \$300.00 every two years;
- extended health coverage for employee and family;
- semi-private hospital coverage, with no deductible, for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earning to a maximum of \$465.00. Weekly benefits are payable after the first (1<sup>st</sup>) day of accident or hospitalization and the fourteenth (14<sup>th</sup>) day of sickness, for a maximum of one hundred nineteen (119) days;
- long term disability insurance with sixty percent (60%) of earnings to a maximum of \$2,000.00 per month, payable after one hundred twenty (120) days until age 65.

## LETTER OF AGREEMENT #1

BETWEEN:

**A. E. CONCRETE PRECAST PRODUCTS LTD.**  
(hereinafter referred to as "the Employer")

AND:

**CONSTRUCTION & ALLIED WORKERS'  
UNION, LOCAL NO. 68**  
affiliated with the Christian Labour Association of  
Canada  
(hereinafter referred to as "the Union")

The parties to a Collective Agreement effective May 15, 2006 to May 14, 2009 hereby agree as follows:

“The Employer will endeavour to assign lead hands with proper skills pertaining to their department. The Union proposes to have one (1) lead hand in each department where there are more than four (4) employees. The lead hands’ responsibilities include ensuring the crew starts work on time at the beginning of each shift and following any breaks. They are further responsible to ensure that their crew is productive and accomplishing the work that is required.”

DATED at Surrey, BC, this 17 day of January, 2007.

Dave MacPherson  
For the Employer

D. Kenis  
For the Union

## LETTER OF AGREEMENT #2

BETWEEN:

**A. E. CONCRETE PRECAST PRODUCTS LTD.**  
(hereinafter referred to as "the Employer")

AND:

**CONSTRUCTION & ALLIED WORKERS'  
UNION, LOCAL NO. 68**  
affiliated with the Christian Labour Association of  
Canada  
(hereinafter referred to as "the Union")

The parties to a Collective Agreement effective May 15, 2006 to May 14, 2009 hereby agree as follows:

“The Employer has the right and responsibility to ensure that there is a fair distribution of employees receiving the first aid premium to ensure that all areas of the plant are covered by such employees.”

DATED at Surrey, BC, this 17 day of January, 2007.

Dave MacPherson  
For the Employer

D. Kenis  
For the Union



**LETTER OF AGREEMENT #3**

BETWEEN:

**A. E. CONCRETE PRECAST PRODUCTS LTD.**  
(hereinafter referred to as "the Employer")

AND:

**CONSTRUCTION & ALLIED WORKERS'  
UNION, LOCAL NO. 68**  
affiliated with the Christian Labour Association of  
Canada  
(hereinafter referred to as "the Union")

The parties to a Collective Agreement effective May 15, 2006 to May 14, 2009 hereby agree as follows:

1. Newly hired employees will be assigned to the Drycast Stripping department. This department will be considered an entry level classification at A. E. Concrete Precast Products Ltd. Employees classified to this department may use their seniority and ability to apply for any job postings that come up. As a result, new employees may expect to be classified to the Drycast Stripping department until such time as they obtain a "group" level position in another department.
2. Where a posted position remains vacant after the posting period has come to an end, the Employer may hire a new employee who is qualified and able to perform the work.
3. The Union-Management Committee shall have the power to override the posting provisions of the collective agreement.

DATED at Surrey, BC, this 17 day of January, 2007.

Dave MacPherson  
For the Employer

D. Kenis  
For the Union

## **LETTER OF AGREEMENT #4**

### **BETWEEN:**

**A. E. CONCRETE PRECAST PRODUCTS LTD.**  
(hereinafter referred to as "the Employer")

### **AND:**

**CONSTRUCTION & ALLIED WORKERS'  
UNION, LOCAL NO. 68**  
affiliated with the Christian Labour Association of  
Canada  
(hereinafter referred to as "the Union")

The parties to a Collective Agreement effective May 15, 2006 to May 14, 2009 hereby agree to the validity of the clarifications made by Mr. Dan Pelletier on May 23, 2001 respecting the Articles 11.01 and 11.05 of the collective agreement between the parties. Mr. Pelletier advised the parties, as Settlement Officer appointed by the Collective Agreement Arbitration Bureau, as follows:

1. Seniority is not bargaining unit wide, but is per department ("job categories");
2. Seniority is in effect in the employee's own department but also in any area where the employee has proven his/her ability and experience ("areas of competence");
3. The term "competent" means that the employee is able to perform the work without any training being required and the employee has demonstrated this ability to the Employer;

4. The term “ability” in Article 11.05 of the collective agreement between the parties means that the employee is able to perform the work without prior training being necessary.

DATED at Surrey, BC, this 17 day of January, 2007.

*Dave MacPherson*  
For the Employer

*D. Kenis*  
For the Union

**LETTER OF AGREEMENT #5**

**BETWEEN:**

**A. E. CONCRETE PRECAST PRODUCTS LTD.**  
(hereinafter referred to as "the Employer")

**AND:**

**CONSTRUCTION & ALLIED WORKERS'  
UNION, LOCAL NO. 68**  
affiliated with the Christian Labour Association of  
Canada  
(hereinafter referred to as "the Union")

The parties to the Collective Agreement effective May 15, 2006 to May 14, 2009 hereby agree to establish a "Joint Consultation Committee."

A Joint Consultation Committee will be formed to discuss issues such as productivity and efficiency. This committee will have no authority to amend the collective agreement. The Union side of the committee will include lead hands as appointed by the Employer.

DATED at Surrey, BC, this 17 day of January, 2007.

*Dave MacPherson*  
For the Employer

*D. Kenis*  
For the Union

## Benefit Plan F.A.Q.'s

1. Where is the CLAC office located?  
*See back cover.*
2. Is there a website?  
*Yes, [www.clac.ca](http://www.clac.ca)*
3. How do I enroll in the Benefit Plan?  
*Fill out the application form (part of the new employee package you received when you began your employment), and submit it to your local union office or directly to CLAC Benefit Office, 14920 118 Ave., Edmonton, AB T5V 1B8*
4. How do I make a claim?  
*Fill out the right form. Send it with accompanying receipts to the CLAC Benefit Office, 14920 118 Ave., Edmonton, Alberta T5V 1B8*
5. Where do I obtain claim form?  
*Claim forms for dental, extended health (drugs, eye glasses, etc.) can be downloaded from the CLAC website: [www.clac.ca](http://www.clac.ca) click on benefits, click on Western Benefits, click on forms. For Weekly Indemnity or Long Term Disability claims, call or e-mail the Benefit Office or your local union office.*
6. Can I send my claim directly to Sun Life?  
*No. It must go through CLAC's Benefit Office.*
7. Are there time limits on applications for benefits?  
*Yes.*
  - *For dental, extended health (drugs, glasses, etc.) time limits are as shown on the claim form (currently 180 days after the end of the year in which the expense was incurred)*
  - *For Weekly Indemnity – 30 days*
  - *For Long Term Disability – 60 days*

8. Can I contact Sun Life directly?  
***Yes, BUT only after a claim is in process can you call for an update directly to Sun Life at 1.800.661.7334, instead of phoning the CLAC Western Benefit Office.***
  
9. Is there an Employee & Family Assistance Program (EFAP) in the Benefit Plan?  
***Yes. Call 1.800.661.8193.***
  
10. What is covered in the EFAP.?  
***Counselling services for issues related to marriage, finances, substance use/abuse, stress, etc.***
  
11. What would cause delays in processing my claim?
  - a. ***application form - not signed, and/or  
- not dated, and/or  
- no beneficiary noted***
  - b. ***claim form in complete or missing receipts***
  - c. ***claim form sent to the wrong place, i.e. insurance company instead of CLAC Benefit Office.***