

Collective Agreement

Between

Provincial Ready Mix Inc

and

Fish, Food and Allied Workers/Unifor

(FFAW/Unifor)

(EFFECTIVE: February 1 2021 to December 31, 2023)

**Collective Agreement Provincial Ready Mix Inc. and FFAW(Unifor)
February 1, 2021, to December 31, 2023**

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Article 1 Recognition

1.01 The purpose of this Agreement is to establish certain terms and conditions of employment for bargaining unit employees and to provide an effective and binding method for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto to the end that the parties are assured of complete continuity of operations and that industrial peace is maintained without slowdown or interruption of any kind. The parties will work to achieve high levels of labour productivity while embracing a respectful work environment, safety, quality, efficiency, and respect for the environment.

1.02 The parties acknowledge that the provision by Provincial Ready Mix Inc. (the "Employer") of cleaning and janitorial services at the Long Harbour Processing Site is governed by an agreement (the "Vale Agreement") between the Employer and Vale Newfoundland and Labrador Limited ("Vale").

It is acknowledged by the parties that the terms and conditions of the Vale Agreement as well as the site practices and protocols may be amended from time to time by Vale, its successors, agents or assigns. It is further acknowledged that such changes to the Vale Agreement may be incompatible with language in this Agreement and the Employer is contractually bound under the Vale Agreement to implement the amendments within timeframes specified in the said amendments, with or without Union approval.

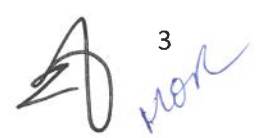
The parties agree that where the Employer is contractually bound by the Vale Agreement it is permitted to alter its procedures to comply with the amendments to the Vale Agreement within the specified timeframe therein.

The Employer shall provide as much notice as possible to the Union regarding the amendments and meet with the Union to attempt to negotiate revised language where necessary.

Article 2 Recognition

2.01 The Employer recognizes the Fish, Food and Allied Workers/Unifor (the "Union") as the sole and exclusive bargaining agent for all employees of Provincial Ready Mix Inc. working as cleaners/janitors at the Vale processing site, Long Harbour, NL, save and except office staff, managers, non-working supervisors, and those above the rank of non-working supervisors.

2.02 Persons in positions outside the bargaining unit shall not perform bargaining work except for purposes of instruction, training, coaching, experimenting, emergencies,

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or in situations when all employees of the bargaining unit have been offered work and have refused or failed to respond within 3 hours, or as may otherwise be mutually agreed by the parties.

- 2.03** The Employer will not make individual agreements with any member of the bargaining unit directly or indirectly in conflict with this Agreement.
- 2.04** A regular employee is one who has completed her/his probationary period and is hired into a full time position.

Article 3 Union Security and Check Off

- 3.01** The Employer and the Union agree that the Union shall represent all employees in the bargaining unit in all matters relative to this Agreement and that it shall be a condition of continued employment that all bargaining unit employees apply for and maintain membership in good standing with the Union.
- 3.02** The Employer agrees to deduct regular union dues from the earnings of all bargaining unit employees covered by this Agreement as a condition of employment, in an amount as directed by the Union, in writing, from time to time.
- 3.03** The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect. The Union will supply a copy of the collective agreement to each employee.
- 3.04** The Employer agrees to provide an authorization form, furnished by the Union to bargaining unit employees for signing, authorizing the Employer to deduct and remit union dues to the Union. Any employee who refuses or neglects to sign the appropriate authorization form(s) or who revokes the authorization, will be deemed to have forfeited her/his right to employment and will be deemed to have voluntarily resigned.
- 3.05** The Employer shall deduct the union dues in accordance with its normal payroll practices and forward such monies to the Union on or before the fifteenth (15th) day of the following month. When remitting union dues and assessments, the Employer shall provide the name, address, and classification of each employee from whose pay such deductions have been made.
- 3.06** The Union shall save the Employer harmless from any and all claims that may be made against the Employer for amounts deducted and remitted to the Union in accordance with this Article (Article 3).

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Article 4 **Subcontracting**

4.01 The Company will not contract out work which would normally be performed by members of the bargaining unit for which Employees are available and suitable and which can be carried out without undue delay. If contracting out pursuant to this Article becomes necessary, the Company will advise the Union as far in advance as practicable of the work and explain the reason for the contracting.

Article 5 **Strikes and Lockouts**

5.01 The Union, bargaining unit members and the Employer agree that maintaining a positive work environment based on trust, respect and accountability is essential to the workplace and there shall be no labour disputes.

The Employer, the Union and its bargaining unit members agree that during the life of this Agreement there shall be no lockouts by the Employer and there shall be no strikes on the part of the Union or bargaining unit members.

Strikes and Lockouts shall be as defined in the Newfoundland and Labrador *Labour Relations Act* and shall include, but not be limited to, work slowdowns, or any other concerted activities designed to restrict or limit productivity or to support, encourage, condone, or engage in concerted activities such as strike, work stoppage, picketing, or organized slowdowns intended to restrict or limit work productivity that effects any aspect of the workplace.

Article 6 **Management Rights**

6.01 The Union and bargaining unit members recognize and agree that, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, the Employer reserves and retains all right, power and authority to conduct its business efficiently, manage its operations and direct its employees in all respects.

Article 7 **Employee Rights**

7.01 Any disciplinary action taken by the Employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.

7.02 No discrimination will be exercised in the employment, retention or working conditions of an employee because of membership in the Union or for accepting a position, serving on committees, or representing the employees covered by this Agreement.

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7.03 The Union shall receive a copy of any written disciplinary action extended to an Employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of twelve (12) calendar months during which time no disciplinary action has been taken.

Article 8 Union Officers

8.01 The Employer acknowledges the right of the Union to appoint or elect two (2) Shop Stewards from the bargaining unit designated as Chairperson and Vice-Chairperson. There shall be no non-working Shop Stewards.

8.02 The Union shall notify the Employer in writing of the name of each Shop Steward before the Employer shall be required to recognize her/him.

8.03 Shop Stewards selected by the Union and recognized by the Employer shall be allowed reasonable time off during working hours without loss of pay or other benefits for the purposes of investigation and discussion of submitted grievances. Employees shall not absent themselves from work except with the permission of their manager and such permission shall not be unreasonably withheld.

8.04 In the event the parties mutually agree to schedule a grievance meeting during normal hours of work, the grievor and one (1) Union representative shall be granted leave from their regular duties to attend grievance meetings with the Employer. All such union duties performed during working hours shall be at regular rate of pay and overtime will not be paid. Otherwise, processing of grievances will be done outside of normal hours of work and without pay.

8.05 The service representative or other official representative employed full or part-time by the Union will be allowed access to the premises during working hours to conduct necessary Union business and such access shall not be unreasonably withheld. The service representative or Union official shall notify management in advance of attending at the premises and indicate the nature of his/her business. He/she shall not disrupt normal company operations. Access to owner's (Vale) premises will be subject to the owner's rules and regulations.

Article 9 Working Conditions

9.01 The Company agrees to provide each Employee with the following:

- a) Upon hire, the Employer will provide each employee Personal Protective Equipment: safety vest, hard hat, safety glasses, cut-resistant gloves,

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hearing protection and respirators necessary for the fulfillment of their duties. Such reasonable and necessary replacement PPE shall be issued by the Employer, in accordance with applicable legislation.

- b) Following an initial period of one hundred and eighty (180) days of continuous employment with the Employer, the Employer shall reimburse each employee up to a maximum of \$375.00 annually within three (3) working days of the submission of receipts for work boots or other clothes to be worn in the course of their duties.

Article 10 Classification and Wages

10.01 The pay period shall commence on 12:01 a.m., Sunday and finish on the following Saturday of each week. Payday shall be every second Wednesday. The Company shall issue a stub or statement showing the period covered, the number of hours worked and all deductions. The Employer will endeavour to have cheques ready by noon each Wednesday.

10.02 Job classifications and wage rates shall be as shown in Schedule "A" attached to and forming part of this Agreement.

Article 11 Grievance Procedure

11.01 The Parties agree that where the Employer or the Union alleges that there has been a violation or misinterpretation of the Agreement, either of the parties may advance a grievance without stoppage of work according to the following procedure:

Step I : Within three (3) days (excluding Saturdays, Sundays, and days of Paid Leave) of the occurrence of the incident giving rise to the grievance, the grieving party will advise the other party of the alleged grievance setting out in writing:

1. The identity of the grieving party and the individuals involved;
2. The articles of the within Agreement allegedly breached or misinterpreted;
3. The relief being sought; and
4. Other information as may be relevant to finding a resolution of the matter

The parties shall meet to discuss the matter within three (3) working days of notification of the grievance notification and if notification of an alleged grievance is not filed within this period, it shall be considered to be settled. The Supervisor will provide a decision with respect to the grievance within (3) working days of the meeting.

Step 2: If the grievance is not resolved at Step I by the Supervisor, the grievor shall submit the written grievance notification to the Employer President within two (2)

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business days of the Supervisor's decision. The grievor, with or without the Shop Steward, shall meet with the Supervisor and the Employer President in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step I and the Supervisor or the Employer President will notify the Shop Steward and the grievor of the decision within forty-eight (48) hours. Time limits may be changed subject to mutual agreement.

Step 3: If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 2 above, either party may by written notice to the other shall have the right to appeal the dispute to arbitration as herein provided.

11.02 Grievances arising directly between the Union and the Company shall be submitted at Step 2.

11.03 The Employer agrees that when an employee is to be disciplined, which discipline will form part of her/his Record, she/he may be accompanied by a shop steward. The employee and, if requested, the shop steward may confer privately on the request of either of them. All grievances at Steps 1, 2, and 3 shall be processed promptly. The Employer shall advise the employee of her/his right to union representation in advance of any disciplinary meeting.

Article 12 Arbitration

12.01 Any matter in dispute between the Company and Union involving the interpretation, application, operation, or alleged violation of any Article of this Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by a sole arbitrator.

12.02 The party desiring to submit a matter to arbitration shall deliver to the other party written notice of its intention to arbitrate. This written notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted with reference to the impugned clause. The notice shall also stipulate the nature of the relief or remedy sought.

12.03 Within five (5) days after the date of delivery of the foregoing notice, (or as agreed between the parties), the parties shall select a mutually acceptable arbitrator.

12.04 If the parties cannot reach agreement on the selection of an arbitrator with five (5) days, then either party may request the Minister of the applicable Provincial Department dealing with Labour Relations to appoint an arbitrator.

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- 12.05** After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible.
- 12.06** The decision of the arbitrator on the matter at issue shall be binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter, or amend this Agreement in any respect.
- 12.07** Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written notice of such preliminary objection one (1) week prior to the date of the Arbitration, or with leave of the Arbitrator.
- 12.08** The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent and shall be considered directory as opposed to mandatory.
- 12.09** No grievance shall be lost through error in form or technical irregularity.
- 12.10** Each party shall pay its own costs and the fees and expense of its witnesses. The fees and expense of the arbitrator shall be shared equally between the parties. Members of the bargaining unit who are to be called as witnesses at arbitration hearings shall receive permission to be absent from work to attend such hearings.

Article 13 Hours of Work and Overtime

- 13.01** The Employer, the Union, and the Employees acknowledge and agree that the Company is required to provide services twenty-four (24) hours daily, seven (7) days weekly and three hundred and sixty five (365) days per year (366 days per leap year).

The Employer retains the right to implement hours of work and to establish schedules which most efficiently meet its operational and contractual responsibilities and financial needs. The Employer will consult with the Union on any proposed changes to existing schedules prior to their implementation.

The regular work schedule for employees is generally one shift from 6:00 am to 6:00 pm and a second shift from 6:00 pm to 6:00 am. This is subject to change.

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13.02 Overtime, except for regularly scheduled overtime, shall be optional and voluntary and overtime shall be shared equally wherever possible among the employees, except in critical work situations where overtime is mandatory.

13.03 All hours worked in excess of eighty and one half (80.5) hours in a bi-weekly pay period shall be considered overtime.

All overtime hours shall be paid at the rate of time and one half (1.5) the employee's regular rate of pay.

Article 14 Paid Holidays

14.01 All employees paid for twelve (12) holidays.

1. New Year's Day
2. Family Day (third Monday in February)
3. Good Friday
4. Victoria Day
5. Discovery Day
6. Canada Day
7. Regatta Day (first Wednesday in August), or an alternate day as mutually agreed-upon in writing by the Employer and the Union
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

14.02 An employee who does not work on a paid holiday and who works her/his scheduled shift prior to and after the paid holiday will be paid 11.5 hours pay for each paid holiday.

All employees who are scheduled to work and who do work on a paid holiday will be paid time and one-half in addition to her/his regular days' pay for all hours worked on paid holidays provided she/he works her scheduled shift prior to the day of the paid holiday and the day following the paid holiday. Should an employee who is scheduled to work on a paid holiday and has received approval to be off work, from the Employer, she/he will be entitled to be paid 11.5 hours for the holiday. Requests for approval to be absent from working a scheduled shift on a paid holiday must be submitted to the Employer a minimum of two (2) hours prior to the commencement of the employees shift.



Article 15 Vacations

15.01 (a) Each employee shall be paid vacation pay on the following basis - a percentage of her/his total wages :

- An employee who has worked with the Employer for less than five (5) completed calendar years of service at a rate of four percent (4%) of total wages paid (2 Weeks' Vacation);
- Between five (5) and nine (9) completed calendar years of service at a rate of six (6) percent (6%) of total wages paid (3 Weeks' Vacation);
- After the completion of ten (10) completed calendar years of service at a rate of eight percent (8%) of total wages paid (4 Weeks' Vacation).

(b) Each employee will be paid her/his vacation pay bi-weekly with her/his regular pay.

15.02 Not later than May 1st of each year, the Employer will post the vacation roster. The most senior employee shall have her/his first choice to indicate her/his vacation period preference. The roster will remain posted until the end of June during which time the employees will make their selection.

If leave is available after June 30, it shall be granted on a first come first served basis.

15.03 Employees will be entitled to have Christmas Period off on a rotational basis with the record of time off being maintained by the Employer to permit all employees over time to have the Christmas Period off on a rotational basis.

Article 16 Call-Out and Reporting In

16.01 Employees reporting for their regular shift or called out after hours shall be paid a minimum of three (3) hours pay at the appropriate rate. Employees called out to work after hours will not be expected to perform work unrelated to the call out.

Article 17 Seniority

17.01 Seniority shall mean accumulated service from most recent date of hire, beginning at the date of certification of the Union as the bargaining agent. A seniority list showing for each employee her/his name and seniority date shall be posted not later than the last day of September in each year and every six (6) months thereafter. Employees will have thirty (30) days to notify the Employer of any discrepancy in the list. An initial list will be posted within thirty (30) days of the signing of this Agreement.

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- 17.02** The Company shall provide the Bargaining Agent's Provincial Office and local unit with the following information related to employees within the bargaining unit:
- a) List of employees, including their names, addresses, phone numbers and classifications ranked according to seniority
 - b) Discharges, suspensions, or written warnings
 - c) Hiring, resignations and deaths

- 17.03** Employees shall serve a probationary period of forty five (45) working days. An employee's probationary period may be extended by mutual agreement in writing among the Employee, the Employer, and the Union.

Upon the successful completion of the probationary period, the employee's seniority shall be dated as of her/his most recent date of hire

- 17.04** In matter concerning layoff, recall, the filling of permanent vacancies and permanent transfers of employees, the Company shall select individuals on ability, suitability, and seniority and, where ability and suitability is sufficient to perform the required duties, seniority shall govern.

- 17.05** In the event of a layoff, one (1) week notice is to be given.

- 17.06** An employee shall lose all seniority rights and employment, and shall be deemed to have had her/his employment terminated if she/he:
- a) is discharged for just cause;
 - b) quits;
 - c) fails to return to work within three (3) days of being recalled unless mutual agreement is reached between the Employee and the Company; or
 - d) is on layoff beyond twelve (12) months

- 17.07** Employees shall retain and accumulate seniority:
- a) while on layoff up to twelve (12) months;
 - b) while on sick leave;
 - c) while on sick/personal/family responsibility as per Article 22;
 - d) if promoted outside the bargaining unit for a period of less than six (6) months;
 - e) while on parental or maternity leave

- 17.08** The Company will post all vacancies and new positions for a period of seven (7) working days on the Employer's bulletin board to give employees an opportunity



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to apply in writing for such positions. Employees out of the workplace during the time of the posting will be notified of the opportunity in writing.

Article 18 Leave of Absence


18.01 An employee, after the probationary period and two (2) years of employment, may request a leave of absence without pay up to a period of twelve (12) consecutive months when, in the Employer's opinion, operational conditions warrant it. Requests for a leave of absence for a period greater than twelve (12) consecutive months will be considered and may be approved at the discretion of the Employer. Such requests must be in writing and outline the benefits of such a leave of absence to the Employer and the employee. The Employer's consent shall not be unreasonably withheld. During such a leave of absence, an employee will continue to retain and accumulate seniority rights only.

18.02 Bereavement leave shall be granted on the following basis:

- (a) An employee, having been employed with the Employer for a period of thirty (30) days, shall be granted a period of bereavement leave consisting of three (3) days paid leave and two (2) days unpaid leave, if requested, to be accessed within seven (7) scheduled working days of the death or burial of the employee's immediate family (defined to include spouse, common law partner, child, parents, legal guardian, brother, sister, mother-in-law, father-in-law, grandchild). In no event can the combination of Bereavement Leave for the death or burial exceed the total amount of leave as specified herein.
- (b) An employee having been employed with the Employer for a period of thirty (30) days, shall be granted a period of bereavement leave consisting of two (2) days paid leave and two (2) days unpaid leave, if requested, to be accessed within seven (7) scheduled working days of the death or burial of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents. In no event can the combination of Bereavement Leave for the death or burial exceed the total amount of leave as specified herein.

18.03 Pay for bereavement leave to be on the basis of a regular day's pay.

Article 19 Discrimination and Harassment

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19.01 The Union and the Employer recognize the right of the parties to work in an environment free from harassment.

19.02 There shall be no discrimination, restraint, or coercion exercised or practiced upon employees by either party because of membership in the Union. Neither party will act in a way that contravenes the *Human Rights Act*, of the Province of Newfoundland and Labrador.

Article 20 Human Health

20.01 The Employer and the Union recognize the importance of human health and safety in the workplace. It is intention of both parties to achieve and maintain, through mutual co-operation, high standards in all areas affecting the health and safety of employees.

20.02 The parties recognize all provincial legislation related to occupational health and safety.

20.03 Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided. Employees are required to report any unsafe conditions or unsafe equipment which they observe to their supervisor.

Article 21 Labour Management Committee

21.01 There shall be established a Labour Management Committee consisting of equal representatives of the Company and representatives of the Union to a maximum of three (3) individuals each. The parties may agree on more or less representatives. The Committee shall meet on a quarterly basis to discuss matters of general concern or whenever a request is submitted to the Labour Management Committee by an employee or the Employer. No employee shall lose pay or benefits as a result of attendance at such meetings during working hours.

Article 22 Sick Leave/Family Responsibility Leave

22.01 Sick Leave/Family Responsibility Leave of three (3) days paid leave and four (4) days unpaid leave will be provided to an employee who has been employed with the Employer for a continuous period of not less than thirty (30) days who is unable to work due to illness or immediate family obligations on a regularly scheduled shift.

Family Responsibility Leave to be defined to be leave required to meet responsibilities related to the care, health, or education of a child in the employee's



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care or the care or health of any other member of employee's immediate family (defined to include spouse, common law partner, child, parents, legal guardian, brother, sister, mother-in-law, father-in-law, grandchild) or leave required to attend to the needs related to home or family emergencies.

Sick Leave/Family Responsibility Leave is extended to an employee who is unable to work due to illness or immediate family obligations on a regularly scheduled shift.

The Employer, the union and the Employees agree that Sick Leave/Family Responsibility Leave is a benefit only to be used in the circumstances described herein. Abuse and excessive use of Sick Leave/Family Responsibility Leave will not be condoned and the parties shall cooperate to address situations as they arise.

- 22.02** Any unused portion of the Sick Leave or Family Responsibility Leave expires at the end of the contract year in which it was granted.
- 22.03** A certificate of a medical practitioner or nurse practitioner shall be provided by an employee for a period of three (3) or more consecutive days of Sick Leave.
- 22.04** An employee must provide a written statement outlining the general nature of the family responsibility leave where the employee is absent from work for three (3) consecutive days or more.
- 22.05** Whenever possible, the Employer shall be notified of an employee being absent on Sick Leave at least one (1) hour prior to the scheduled commencement of their workday/shift.
- 22.06** Employees requesting Sick Leave for Medical appointments shall submit a Sick Leave Request and provide a minimum of three (3) days' notice, where possible, prior to the date of the appointment. An exception to this requirement for the requested leave, due to extenuating circumstances, may be approved by the Employer. All medical appointments for which Sick Leave has been used will require confirmation of the employee's attendance at such appointments. Any charge for confirmation of attendance at medical appointments will be reimbursed by the Employer upon presentation of a receipt. No reimbursement will be made to employees in the event they do not request confirmation while in attendance and the charge is levied for the fee after the visit. A deduction shall be made from accumulated Sick Leave of all time absent for medical appointments.



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Article 23 Training

23.01 The Employer agrees to provide the employees with training necessary for the fulfillment of their duties.

Article 24 Duration

24.01 This agreement is effective as of February 1, 2021, until December 31, 2023, unless notice is given to renegotiate and is given not less than ninety (90) days prior to expiry.

24.02 During the course of any negotiations subsequent to such notice being given, the Collective Agreement shall remain in full force and effect.

Schedule A - Classification and Wages

Commercial Cleaner Rates:

February 1st, 2021 – \$17.75 A signing bonus of \$587.50 to be paid to all current employees upon the signing of a new Collective Agreement

January 1st, 2022 – \$18.10

January 1st, 2023 – \$18.50



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Signed this 21st day of July 2021
on behalf of Provincial Ready Mix Inc.

Morgan O'Reilly
Morgan O'Rielly, President

Gerard Lewis
Gerard Lewis, MMC, Chief Negotiator
LW Consulting

Signed this 21st day of July 2021
on behalf of the FFAW/Unifor

James Tuell for
Allan Moulton

Angela Cook
Angela Cook, Local Chairperson