

COLLECTIVE AGREEMENT

BETWEEN:

LAFARGE AGGREGATES, CONCRETE AND ASPHALT  
EARLE CREEK AGGREGATES OPERATION  
A DIVISION OF LAFARGE CANADA INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

JANUARY 1, 2012 to DECEMBER 31, 2016

## TABLE OF CONTENTS

ARTICLE 1: INTERPRETATION .....	1
ARTICLE 2: UNION SECURITY .....	1
ARTICLE 3: NEW CLASSIFICATIONS .....	3
ARTICLE 4: WAGES .....	3
ARTICLE 5: DISCHARGE OF EMPLOYEES .....	3
ARTICLE 6: MANAGEMENT RIGHTS .....	4
ARTICLE 7: HOURS OF WORK AND OVERTIME .....	4
ARTICLE 8: GENERAL HOLIDAYS .....	5
ARTICLE 9: ANNUAL VACATIONS .....	5
ARTICLE 10: GENERAL WORKING RULES AND CONDITIONS.....	7
ARTICLE 11: SENIORITY .....	10
ARTICLE 12: GRIEVANCE PROCEDURE.....	12
ARTICLE 13: BENEFITS AND PENSION PLANS.....	14
ARTICLE 14: TECHNOLOGICAL CHANGE.....	15
ARTICLE 15: SAVINGS CLAUSE .....	16
ARTICLE 16: DURATION.....	16
APPENDIX "A".....	17

AGREEMENT BETWEEN:

LAFARGE AGGREGATES, CONCRETE AND ASPHALT  
EARLE CREEK AGGREGATES OPERATION  
A DIVISION OF LAFARGE CANADA INC.

(hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter called the "Union")

PARTY OF THE SECOND PART

**ARTICLE 1: INTERPRETATION**

- 1.01 The headings of each Article of this Agreement may be referred to in the interpretation of the various sections thereunder and this Agreement shall be interpreted as a whole.
- 1.02 In the event that any word, phrase, sentence, section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.03 This Agreement shall apply to all employees of the Company when engaged in the classifications listed in Appendix "A" and employed in or at the Company's plants located at Earle Creek, B.C. and other such plants as the Company may activate.

**ARTICLE 2: UNION SECURITY**

- 2.01 The Company recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at those classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming within the Union's jurisdiction.
- 2.02 When new employees are required, the Union office will be notified of the requirement and the Union will refer available members to the Company. Job qualified members of the Union so referred shall be given preference of employment. The Company may request proof of qualifications prior to the employee commencing work.

When job qualified Union members are not available, the Company may obtain employees elsewhere, it being understood employees so hired shall meet tradesmen and Union qualifications and shall make application to become members of the Union within thirty (30) calendar days of commencing employment or be replaced by job qualified Union members when available.

Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his/her employment with the Company, whichever is shorter. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith.

2.03 The Company agrees upon request in writing from each member employee to deduct from the pay of the said employee and forward to the Union secretary, any monthly dues and assessments levied in accordance with the Union's By-Laws, owing by them to the Union.

2.04 All equipment used by the Company whether owned by the Company or otherwise and the operation of which is traditionally the jurisdiction of the Operating Engineers, Local 115, shall be operated and maintained by a member of the bargaining unit.

Outside equipment will not be used by the Company to perform work ordinarily performed by regular Company employees while such regular Company employees and suitable equipment are available for work.

There shall be no sub-contracting out of the bargaining unit's work, without the written permission of the Union and this permission shall not be unreasonably withheld.

2.05 In the event of an emergency arising from a breakdown the Company may, if unable to obtain Union operators and equipment in the area, hire available operators and equipment for a maximum of five (5) days to avoid layoffs. In such cases the Union will be notified.

2.06 It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a legal picket line.

2.07 During the life of this Agreement there shall be no lock-out by the Company and no strike, stoppage of work or slowdown, either partial or general, authorized by the Union.

2.08 Job Stewards:

(a) Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards.

Reasonable time shall be given to the Shop Steward to carry out his/her duties.

(b) The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause and such cause shall be stated in the reasons.

(c) Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Company, superintendent or foreman, however, in no way will he/she interfere with the employees during working hours unless permission is granted.

(d) Executive Officers of the Union, or Shop Stewards, who are required to attend meetings at the call of the Union, shall be allowed time off by the Company providing adequate notice is given.

2.09 There shall be no discrimination, restriction or coercion exercised or practiced by any party in respect of any employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, or physical disability.

### **ARTICLE 3: NEW CLASSIFICATIONS**

3.01 The Company shall notify and negotiate with the Union, the establishment of and the rate of wages to be paid for any classification of work other than those set forth in Appendix "A".

In the event that the Company and the Union cannot reach agreement concerning any proposed classification of work either party may invoke the Grievance Procedure. The rate established by mutual agreement or Arbitration shall be retroactive to the day the employee was assigned to such occupation.

### **ARTICLE 4: WAGES**

4.01 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various occupational classifications listed therein. These rates are minimum rates.

4.02 The Company shall provide every employee covered by this Agreement with a separate or detachable written itemized statement at the worksite, in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates of wages applicable, and all deductions made therefrom.

4.03 Employees shall be paid every second Thursday, all wages earned by the employee to the day not more than five (5) days prior to the date of payment.

In the event that an employee covered by this Agreement, ceases for any reason to be an employee of the Company, the Company shall pay to such employee within five (5) working days after he/she ceases to be an employee of the Company, all wages, salary and holiday pay earned by such employee.

4.04 Employees shall be notified prior to payday, or sooner if possible, of changes to their time cards. The exact change shall also be explained. A copy of the time card with the change will be supplied to the employee.

### **ARTICLE 5: DISCHARGE OF EMPLOYEES**

5.01 The Company has the right to discharge any employee for just cause, such as:

Drunkenness  
Dishonesty  
Proven Incompetency  
Absence Without Leave

## ARTICLE 6: MANAGEMENT RIGHTS

6.01 The management and operation of and the direction and promotion of its working forces is vested in the Company. However, nothing in any of the provisions of this Article shall in any way limit, void or affect the other provisions of this Agreement.

## ARTICLE 7: HOURS OF WORK AND OVERTIME

### 7.01 Hours of Work:

The work week for all employees covered by this Agreement shall consist of five (5) consecutive days. Eight (8) hours shall constitute a days work. The Company at its discretion may stagger start times among each crew (production and maintenance) so long as it is between 0600 - 0800 for the day shift and 1400 - 1600 for the afternoon shift. Once an employee starts his/her work week, he/she will not be asked to change his/her start time until the start of a new work week.

Afternoon and graveyard shifts shall be paid an additional **one dollar (\$1.00)** per hour per employee as a premium for working these shifts.

Transport to and from the plant shall be provided to all employees on a no charge basis for the life of the plant, providing there is no other means of access.

### 7.02 Overtime:

The first two (2) hours of overtime on any normal working day shall be paid at time and one-half (1-1/2x) the hourly rate and double time thereafter.

All work performed on Sundays and General Holidays shall be paid at double (2x) the hourly rate.

All hours worked by employees on Saturday shall receive time and one-half (1-1/2x) for the first ten (10) hours and double time thereafter.

Any employee starting prior to his/her regular starting time, and who has been paid premium rates, shall be paid from his/her regular starting time, as far as his/her guaranteed call-out and daily guarantee is concerned.

Overtime shall be distributed as evenly as possible on a percentage basis within each calendar quarter. When two capable employees have equal percentages of overtime, the next overtime opportunity shall be first offered to the more senior.

The Company shall track the application of overtime and post a summary of overtime worked by each employee at the end of each calendar quarter.

### 7.03 Guarantee:

Any employee who is called out to work and work commences, shall be paid not less than eight (8) hours' wages. Any employee who is called out to work, reports to the designated marshalling point (namely the dock at Egmont), and does not commence work due to factors beyond his/her control, shall be paid not less than two (2) hours wages.

Any employee called back after having worked that day shall receive a minimum of four (4) hours' pay at overtime rates.

Employees shall be notified prior to finishing time the day previous if they are not required for duty, and then shall not report until recalled, except where the Company is operating multiple shifts, notification of at least four (4) hours prior to starting time shall be given.

Eight (8) hours shall be the minimum break between an employee's finishing time and following starting time, otherwise overtime rates shall prevail.

7.04 Shifts:

Shifts shall be rotated, as approved by the Union and Company.

**ARTICLE 8: GENERAL HOLIDAYS**

8.01 Every employee covered by this Agreement who has completed his/her probationary period, shall receive a day's pay for New Year's Day, Heritage Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, December 31st, and any other holiday proclaimed by the Provincial or Federal Government, provided, that the employee shall have worked his/her "scheduled" work day prior to such holiday, and his/her "scheduled" work day after such holiday, unless express permission to be absent shall be obtained from his/her superintendent. Any employee required to work on any of the above holidays shall receive double time in addition to the day's pay.

8.02 Where an employee, except probationary employees covered by this Agreement, is laid off by the Company for an indefinite period of time, he/she shall receive a day's pay for the holidays listed in Article 8, 8.01., provided he/she shall have worked his/her last "scheduled" shift within thirty (30) days immediately preceding the date of the holiday or in the event of call-back he/she shall have worked his/her first "scheduled" shift within thirty (30) days immediately following the date of the holiday.

8.03 General holidays shall be observed on the day that they fall unless they fall on Saturday or Sunday where they will then be observed on the following Monday.

If a General Holiday falls on an employee's scheduled day off, the employee shall observe the Holiday on his/her next scheduled work day.

8.04 The Company shall pay employees for all General Holidays falling within the first three (3) months following the date of absence due to illness or accident, providing the employee does not qualify for payment for that day from the W.C.B.

8.05 Should a General Holiday recognized in the Agreement occur while an employee is on vacation, the employee shall be entitled to one (1) extra day off with pay for the holiday.

**ARTICLE 9: ANNUAL VACATIONS**

9.01 An employee who requests his/her holidays and his/her holiday pay shall receive his/her holidays as defined in Clause 9.02. His/her holiday pay shall be his/her percentage of gross or full week's pay, whichever is greater, as per 9.02. If an employee has not

completed nine hundred (900) hours in the current year, he/she shall only receive his/her percentage, as per 9.02. By January 31 of the following year, he/she will be paid any balance owing.

9.02 SUMMARY: VACATION ALLOWANCE

<u>Years Of Service</u>	<u>Length Of Vacation</u>	<u>Payment (whichever is greater)</u>
Less than 1 year	2 weeks	2 full weeks or 4% annual gross earnings
In 2nd year to 3rd year	2 weeks	2 full weeks or 4% annual gross earnings
In 3rd year to 8th year	3 weeks	3 full weeks or 6% annual gross earnings
8 years to 17 years	4 weeks	4 full weeks or 8% annual gross earnings
17 years to 25 years	5 weeks	5 full weeks or 10% annual gross earnings
25 years and over	6 weeks	6 full weeks or 12% annual gross earnings

9.03 The provision requiring employees to have worked a minimum of nine hundred (900) hours in the previous year in order to qualify for the full two (2) week, three (3) week, four (4) week, five (5) week, or six (6) week provision, shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation, or through illness. Employees absent through compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to requalify by working the minimum of nine hundred (900) hours in the following year, to be paid their vacation pay as set out above.

9.04 (a) Employees shall take their annual vacation within the calendar year they are entitled to the said vacation.

(b) Employees shall choose their time off for their annual vacation by seniority.

(c) The Company shall post a vacation calendar for the benefit of the employees.

The deadline for submitting vacation shall be April 30th of each year, after which date, vacation bookings are final and confirmed by May 15th regardless of seniority.

(d) Employees shall be entitled to take their vacations in one (1) continuous period.

(e) Should the Company request employees who are on vacation to return to work during their vacation period, the Company shall pay said employees wages equivalent to those paid for working General Holidays.

(f) The Company shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacations.

Vacation shall be scheduled by seniority, with a maximum of one (1) Production and one (1) Mechanical employee per shift permitted to have concurrent vacation days. During any periods where Production operations go down to one shift, then two (2) Production employees will be permitted to have concurrent vacation days. During the peak months of July and August of every year, employees may take a maximum of two (2) weeks vacation in a continuous period.



9.05 Leave of Absence:

- (a) (i) The Company shall allow up to thirty (30) days time off work without pay for any employee who is serving on a Union Committee for the purposes of discussions with the Company or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the Company's business. The time limit may be extended by mutual agreement and will not be unreasonably withheld.
- (a) (ii) No employee who acts within the scope of this sub-section shall lose his/her job or be discriminated against.
- (b) (i) When an employee suffers a time-loss compensable injury or an industrial illness on the job preventing him/her from reporting to work, he/she will automatically be granted a leave of absence until such time as his/her doctor states he/she can return to work.
- (b) (ii) When an employee suffers an injury or illness off the job which requires his/her absence, he/she shall report the fact to the Company as soon as possible prior to his/her actual starting time, in order that adequate replacement may be made, if necessary. This leave of absence will be for a maximum of one hundred and eighty (180) days, as per the seniority provisions as contained in Article 11, Section 11.08 (c).
- (c) If an employee desires a leave of absence for reasons other than those referred to in this section, he/she must obtain permission for the same, in writing, from the Company and a copy is to be submitted to the Union.
- (d) Any instance where an employee accepts other employment without the consent of management when on leave of absence for any reason, his/her employment may be terminated subject to proper proof of same.

**ARTICLE 10: GENERAL WORKING RULES AND CONDITIONS**

10.01 Whenever the Company, the Workers' Compensation Act or the Safety Regulations of the Mining Act require the use of safety equipment, the Company will provide hard hats and/or safety toe caps at no expense to the employee. In the event that the employee prefers a safety boot instead of wearing a toe cap, he/she will be required to purchase the safety boot at his/her own expense.

Both the Company and the Union shall give particular attention to the regulations of the Workers' Compensation Act, respecting the setting up of a Safety Committee, such Committee shall meet once a month or as often as may be deemed necessary by the Committee on Company time.

10.02 It is understood that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act or Mines Regulation Act, and any refusal on the part of the workmen to work or to continue to work in violation of the applicable regulations shall not be deemed a breach of this Agreement.

- 10.03 A Shop Steward or representative of the Safety Committee shall accompany the inspector on all inspections.
- 10.04 When an employee meets with a personal accident or injury while on the job, he/she shall be paid his/her full day's wages for the day of the accident.
- 10.05 Two (2) fifteen (15) minute coffee breaks each shall be taken in a work shift. Time of the first break shall be at one-quarter (1/4) of the shift; the second break shall be at three-quarters (3/4) of the work shift or as near these periods as possible.
- 10.06 The Company shall not require any employee covered by this Agreement to work more than four (4) consecutive hours at any time without granting such employee one-half (1/2) hour of work after such period.

When an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate, and shall be given reasonable time of not less than fifteen (15) minutes nor more than one-half (1/2) hour to consume his/her lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

Where overtime following his/her normal shift goes beyond two (2) hours, employees shall be entitled to a meal allowance of **fifteen dollars (\$15.00)** to be paid on the employee's pay cheque.

This meal allowance shall be repeated at each four (4) hour interval following the first meal for the duration of the overtime.

- 10.07 Operators shall not be required to operate any machine which violates Department of Mines, or Workers' Compensation Board Safety Regulations.
- 10.08 The Company shall continue to pay and excuse from duty any employee whose absence on any scheduled work day is due to serving on jury duty or who has been subpoenaed as a witness for the Crown in any court of law. However, all monies received by way of payment for these duties shall be payable to the Company to the end that no employee shall receive both his/her regular applicable rate of pay for jury duty or similarly for appearing as a Crown witness. It is agreed that employees must make themselves available for work when not required to be in attendance as Crown witnesses or jurors.
- 10.09 (a) Suitable lunchroom facilities and proper dry room for clothing shall be provided at no cost to the employees.
- (b) Adequate lavatory and washroom facilities shall be provided at no cost to the employee and to be cleaned daily.
- 10.10 All employees who request coveralls shall have these supplied and cleaned by the Company. Employees are expected to take reasonable care of clothing supplied. The cost of the above shall be borne by the Company. There shall be at least three (3) changes available each week in the employee's proper size.

When required by maintenance people, additional coveralls will be supplied. Further, suitable gloves will be provided for employees as personal protective equipment where hazards to the hands exist.

- 10.11 In the event of death in his/her immediate family and upon the request of a regular employee, three (3) straight time eight (8) hour days (as referred to in Article 7.01) off work will be paid for by the Company.

Immediate family shall be defined to include a spouse, son, daughter, mother, father, brother, sister, mother-in-law or father-in-law, grandmother and grandfather. In addition, if the employee is notified of the death while he/she is working, he/she will be excused from and paid for, the balance of that working shift, and such time shall not be charged against the three (3) days of leave.

Granting of bereavement leave for relatives or dependants, other than those described above, shall be at the discretion of the Company and shall not be unduly withheld.

- 10.12 The Company agrees to supply welding gloves for all welders covered by this Agreement.

Adequate rain gear is to be supplied by the Company on an as required basis, as presently being done.

- 10.13 When an employee working under an agreed training program to up-grade job qualifications starts his/her day's work he/she shall not be paid less than his/her regular rate for the day. If he/she works at a classification of a higher rate for part of the shift he/she will be paid that higher rate for actual time worked in that classification. Training programs to up-grade job qualifications will be of twenty-one (21) working days' duration.

If an employee starts his/her day's work he/she will not be paid less than his/her regular rate for the day. If an employee works at a classification of a higher rate for less than two (2) hours he/she will be paid a minimum of four (4) hours at the higher rate and if he/she works at a classification of a higher rate for more than two (2) hours he/she will be paid the higher rate for the whole shift. It shall be understood that the higher rates do not apply to work done for relief during coffee breaks, lunch, or for toilet breaks.

Operators of equipment doing maintenance repair or preventive maintenance work for less than two (2) hours will be paid a minimum of four (4) hours at the tradesman rate. If such work is done for two (2) hours or more, they will be paid the tradesman rate for the whole shift.

CLARIFICATION:

It is agreed and understood that if an operator is requested to change oil, filters, and grease his/her machine as a regular part of his/her operating duties, these functions do not qualify him/her for the tradesman rate.

- 10.14 Foremen shall act in a supervisory capacity and shall come under the jurisdiction of the Union. They may work with tools and operate equipment providing no regular employee is displaced and such work does not occupy more than fifty percent (50%) of his/her shift.

- 10.15 The Company shall provide at its expense, tool and tool box insurance coverage to each eligible Journeyman and Apprentice. Such coverage will be for losses from break-in thefts and/or fires on Company property. Each employee will provide the Company with a brand name inventory of his/her tools.
- 10.16 For the duration of this Agreement the Company will supply adequate tools on an as required basis, as presently being done.
- 10.17 When the Company requires an employee to work as the designated First Aid person in addition to his/her other duties, the Company shall pay that employee one dollar (\$1.00) per hour in addition to their regular rate of pay. In order to be designated at the First Aid person, the employee must have a Level 3 First Aid ticket.

#### **ARTICLE 11: SENIORITY**

- 11.01 The Company shall keep posted in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced employment with the Company and shall forward a copy of each list to the Union as soon as it is posted.
- 11.02 The Company when laying off employees shall lay them off in reverse order of their seniority of employment with the Company commencing with the most recently hired employee and proceeding in turn thereafter.

When vacancies occur, the Company shall rehire laid-off employees according to their seniority with the Company beginning with the most senior employee and proceeding in turn thereafter.

- 11.03 Should any dispute arise as to the competency or seniority it shall be settled as a Grievance, under the Grievance Procedure.
- 11.04 All new employees shall have a probation period of sixty (60) working days or one hundred and twenty (120) calendar days, whichever occurs first. After the completion of thirty (30) working days or sixty (60) calendar days, whichever occurs first, the Employer shall conduct a performance evaluation with the probationary employee and forward a written copy of the results to the employee and the Union.
- 11.05 In the event of a layoff, foremen shall exercise their position of seniority and work with the tools and equipment.
- 11.06 The Company shall post, and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, in a conspicuous place, at each place of business maintained by the Company notice of vacant positions, new positions and promotions. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee has verified experience or a recognized T.Q. to do the work.

However, an employee who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who posted for a training position may be given preference.

The successful applicant shall be on probation in his/her new job for twenty-one (21) working days during which time he/she may be returned to his/her former job if he/she does not make satisfactory progress or if he/she applies to the Company to be returned.

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

11.07 Company seniority of an employee shall be completely lost if he/she:

- (a) quits, or
- (b) is discharged, or
- (c)
  - (i) has less than one (1) year seniority: the employee shall have six (6) months recall
  - (ii) has more than one (1) year seniority: the employee shall have **twelve (12)** months recall. ***(This provision only applies to new hires, all current employees shall retain their current recall rights.)***
- (d) works for another employer while absent from his/her employment with the Company when he/she is on official leave of absence, except when the Company approves such other work in writing.
- (e) if he/she is recalled to work and fails to report within ten (10) days from mailing of notice.

11.08 Seniority shall be maintained and accumulated during:

- (a) absence due to an occupational accident while the employee is performing work for the Company.
- (b) absence from employment while serving in the non-permanent armed forces of Canada.
- (c) temporary illness or non-occupational accident causing absence not exceeding one hundred and eighty (180) days.
- (d) authorized absence under the terms of this Agreement for Union activity.
- (e) authorized leave of absence.
- (f) absence due to layoff.

11.09 Seniority shall be maintained but not accumulated during:

- (a) temporary illness or non-occupational accident exceeding one hundred and eighty (180) days.
- (b) if the transfer of an employee from one location to another is requested by the Company, such request shall be made in writing to the Local Union. The transfer must have the written approval of the Local Union. Without approval the transfer of the employee cannot be made.

## ARTICLE 12: GRIEVANCE PROCEDURE

### 12.01 Qualifying Period:

If, during the term of this Agreement, there should arise any difference between the parties bound by this Agreement, concerning its interpretation, application, operation, or any violations thereof, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error, no consideration shall be given to either party unless such grievance is submitted within fifteen (15) calendar days from the date of the alleged occurrence or incident. In the case of payroll errors, the time limit will be thirty (30) calendar days.

### 12.02 Time to Resolve Dispute:

- (a) STEP 1 - Within the time limits listed above, i.e., fifteen (15) calendar days or thirty (30) calendar days, the employee shall discuss the difference on an informal basis with the appropriate Manager or Supervisor. The employee may elect to be accompanied by a Shop Steward.

STEP 2 - In the event that the said parties fail to reach a satisfactory settlement under Step 1 within five (5) working days after the difference was submitted to them or within such longer period as the parties agree to, then the grievance shall be placed in writing and given to the appropriate Manager or Supervisor with a copy to the appropriate Shop Steward, and within five (5) working days, a meeting arranged between the Shop Steward and the appropriate Manager or Supervisor. The Shop Steward may elect to be accompanied by the employee.

STEP 3 - In the event that the said representatives fail to reach a satisfactory settlement under Step 2 within five (5) working days after the difference was submitted to them or within such longer period as the parties agree to, then it shall be referred to the General Manager and the Union representative and within (5) working days, a meeting shall be arranged between the parties to resolve the dispute.

STEP 4 - In the event that the said representatives fail to reach a satisfactory settlement within five (5) working days after the difference was submitted to them or within such longer period as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:

- (b) Board of Arbitration

If the parties choose to proceed with Arbitration, then:

- (i) The Party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- (ii) The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.

- (iii) The two Arbitrators so appointed shall confer to select a third person to be chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour, to appoint such third member.

The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award, within ten (10) days from the date of the appointment of the chairman, provided the time may be extended by agreement of the parties.

The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall implement it forthwith.

Each party shall pay its own costs and expenses of Arbitration, the remuneration and disbursements of its appointee to the Board and one-half (1/2) of the compensation and expenses of the chairman and of stenographic and other expenses of the Arbitration Board.

12.03 Notwithstanding anything to the contrary contained elsewhere in this Article of this Agreement and parties hereto, the Arbitration Board may arbitrate the following questions:

- (i) Questions as to wrongful dismissal of employees covered by this Agreement.
- (ii) Questions as to variations of an employee's terms of employment contained in this Agreement.

12.04 If an employee is found by an Arbitration Board to have been wrongfully dismissed by the Company, such Arbitration Board may assess the amount of compensation to which the employee is entitled and may order reinstatement of the employee in the employment of the Company.

The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to, and with all the powers provided by this Article.

The expenses and remuneration of the chairman shall be paid by the parties in equal shares.

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

12.05 The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may

refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

### **ARTICLE 13: BENEFITS AND PENSION PLANS**

- 13.01 The Company shall make contributions at the rate of one dollar and sixty cents (\$1.60) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers Benefits Plan.

*See Letter of Understanding #2 regarding allocation of trust funds.*

- 13.02 The Company shall make contributions at the rate of two dollars and fifty cents (\$2.50) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers Pension Plan.

***Effective January 1, 2013, this amount will increase to two dollars and seventy-five cents (\$2.75).***

***Effective January 1, 2014, this amount will increase to three dollars (\$3.00).***

***Effective January 1, 2015, this amount will increase to three dollars and twenty-five cents (\$3.25).***

***Effective January 1, 2016, this amount will increase to three dollars and fifty cents (\$3.50).***

*See Letter of Understanding #2 regarding allocation of trust funds.*

- 13.03 The Operating Engineers Benefits Plan and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives from the Union.

The Company agrees to be bound by the terms of the Trust Agreement.

The Company is required to report on the forms provided by the Operating Engineers Benefits Plan.

Contributions must be forwarded by the Company to the Operating Engineers Benefits Plan and Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

In the event the Company fails to remit contributions to these Plans in conformity with this section of the Agreement, the Union is free to take any economic action it deems necessary against such Company, and such action shall not be considered a violation of this Agreement.

The Business Representative of Local 115 may inspect, during regular business hours, the Company's record of time worked by employees and contributions made to the Plans.

The Operating Engineers Benefits Plan and Pensions Plan Auditor shall be permitted to inspect and audit the Company's record of time worked by employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit.



The auditor shall notify the Company of his/her intentions to audit and to make the necessary arrangements for the time and place.

Payments to the Plans shall be made by cheque, payable at par at the City of Burnaby, Province of British Columbia, to the Operating Engineers Benefits Plan.

Other personnel of the Company party to this Agreement may become Associate Members as provided for in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time.

13.04 The Union in consultation with the administrator, board of trustees, actuary, and consultants of the Operating Engineers Benefits and Pension Plans ("the Plans") may in the best interests of the Plan participants and beneficiaries reappropriate those contributions received as provided for in the Schedule of Employer/Employee Contributions.

13.05 Benefits which will be provided under this Plan are as follows:

- (a) Medical Surgical Benefits;
- (b) Weekly Indemnity Benefits for Non-Occupational Sickness and Accident;
- (c) Pension Plan;
- (d) Such additional benefits as the Trustees of the Plan shall periodically determine.

***At no time shall the benefits be less than what is outlined in this agreement.***

13.06 Sick leave shall be paid on the following scale:

Six (6) days after each year of service. A medical certificate will be required before sick leave is paid.

#### **ARTICLE 14: TECHNOLOGICAL CHANGE**

14.01 The Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of the employees to whom this Collective Agreement applies.

14.02 Should automation cause jobs to disappear, the employee shall have the opportunity to work (providing he/she has the seniority) at another classification. Should training be required the employee shall be allowed up to twenty-one (21) days without any loss of pay.

#### 14.03 Severance Pay

The Company shall pay to each employee with five (5) or more years of service, severance pay in the amount of one (1) week's pay for each year of service or any amount as determined under Section 76 (2) (b) (iv) of the Labour Relations Code of British Columbia when his/her employment is permanently discontinued due to automation or technological change.

The Company shall pay to each employee with five (5) or more years of service, severance pay or notice in lieu of pay, in the amount of one (1) week's pay (or notice) for each year of service when his/her employment is permanently discontinued due to automation,

technological change, or lay-off. In the case of lay off where adequate notice was not given the payment will be made after recall rights have expired.

14.04 Severance pay as outlined in Section 3 shall be paid to each employee whose employment is permanently discontinued as a result of the sale, lease or transfer, either in whole or part, of the Company's assets.

**ARTICLE 15: SAVINGS CLAUSE**

15.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the schedules attached hereto or working less hours than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.

**ARTICLE 16: DURATION**

16.01 This Agreement shall be in full force and effect from and including January 1, **2012**, to and including December 31, **2016**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date December 31, **2016**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LAFARGE AGGREGATES, CONCRETE AND ASPHALT  
EARLE CREEK AGGREGATES OPERATION  
A DIVISION OF LAFARGE CANADA INC.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX "A"**

<b>Classification</b>	<b>Jan. 1, 2012</b>	<b>Jan. 1, 2013</b>	<b>Jan. 1, 2014</b>	<b>Jan. 1, 2015</b>	<b>Jan. 1, 2016</b>
Mechanical Leadhand	\$37.62	<b>\$38.31</b>	<b>\$39.01</b>	<b>\$39.74</b>	<b>\$40.48</b>
Mechanic/Electrician	\$36.14	<b>\$36.79</b>	<b>\$37.46</b>	<b>\$38.15</b>	<b>\$38.85</b>
Welder	\$36.14	<b>\$36.79</b>	<b>\$37.46</b>	<b>\$38.15</b>	<b>\$38.85</b>
Operator	\$34.40	<b>\$35.01</b>	<b>\$35.64</b>	<b>\$36.28</b>	<b>\$36.94</b>
Quality Control Technician	\$34.25	<b>\$34.85</b>	<b>\$35.47</b>	<b>\$36.11</b>	<b>\$36.76</b>
Labourer	\$30.31	<b>\$30.81</b>	<b>\$31.33</b>	<b>\$31.87</b>	<b>\$32.41</b>

Foreman or Working Foreman: a minimum of one dollar and eighteen cents (\$1.18) per hour over the highest classification under his/her supervision (except the Mechanical Leadhand).

Bonus:

An Annual Safety Award bonus of thirty cents (.30) per hour will be paid for every hour worked in a calendar year to employee's eligible. The bonus will be paid two times (2x) per year. If an employee has a lost time accident during a calendar year, that employee will only be eligible for the bonus for hours worked prior to a lost time accident, and will not be eligible for the balance of that calendar year.

**Signing Bonus:**

***A one time payment of five hundred dollars (\$500.00) to be paid to each Employee, due at time of signing.***