

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**PITT RIVER QUARRY LTD.  
2300 ROGERS AVENUE  
COQUITLAM, B.C.  
V3K 5X6**

Lafarge Aggregates & Concrete – Western Canada

A Division of Lafarge Canada Inc.

(Hereinafter referred to as the “**Employer**”)

**AND:**

**CONSTRUCTION AND SPECIALIZED WORKERS' UNION  
LOCAL 1611  
#200-19092 26<sup>th</sup> AVENUE  
SURREY, B.C.  
V3S 3V7**

**TERM OF AGREEMENT**

**May 1, 2015 to March 31, 2018**

## Table of Contents

CLAUSE 1: OBJECTS.....	1
CLAUSE 2: DURATION.....	1
CLAUSE 3: EXTENT .....	1
CLAUSE 4: WAGES.....	2
CLAUSE 5: HOURS OF LABOUR, SHIFT, AND CALL-OUT TIME.....	6
CLAUSE 6: OVERTIME.....	9
CLAUSE 7: TRANSPORTATION.....	9
CLAUSE 8: TRAINING AND UPGRADING PROGRAMS .....	10
CLAUSE 9: WORKING CONDCTIONS .....	11
CLAUSE 10: UNION SHOP.....	13
CLAUSE 11: JOB STEWARDS .....	15
CLAUSE 12: TECHNOLOGICAL CHANGE .....	16
CLAUSE 13: HEALTH AND SAFETY.....	16
CLAUSE 14: DISPUTES .....	17
CLAUSE 15: CONSTRUCTION RESOLUTION BOARD.....	19
CLAUSE 16: PUBLIC RELATIONS .....	20
CLAUSE 17: SAVINGS CLAUSE .....	20
CLAUSE 18: WORKING DUES CHECK-OFF .....	20
CLAUSE 19: LABOURERS ADVANCEMENT FUND .....	20
CLAUSE 20: REHABILITATION FUND .....	21
CLAUSE 21: HEALTH AND SAFETY FUND.....	21
CLAUSE 22: METHOD OF PAYMENT OF CONTRIBUTIONS & DEDUCTIONS .....	21
CLAUSE 23: ENABLING CLAUSE.....	22
SCHEDULE "A" .....	23
SCHEDULE "B" .....	27
LETTER OF UNDERSTANDING #1 .....	28
LETTER OF UNDERSTANDING #2 .....	29

**CLAUSE 1:**                    **OBJECTS**

The objects of this Agreement are to: stabilize the Construction Industry; provide fair and reasonable working conditions and job security for Employees in the industry; promote harmonious employment relationships between Employers and Employees; provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes, lock-outs and work stoppages; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

**CLAUSE 2:**                    **DURATION**

This Agreement shall be in full force and effect from and including March 1, 2015 to and including March 31, 2018, 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 March 31, 2018, 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 this Collective Agreement or a new Collective Agreement.

Should either party given written notice to the other Party pursuant hereto, this Agreement shall therefore 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 this Agreement or a new Collective Agreement.

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

**CLAUSE 3:**                    **EXTENT**

**3.01**                                **Application**

This Agreement shall apply to all Employees of the Employer engaged in the classifications listed in the attached Schedules on the following types of construction work in the Province of British Columbia and shall be binding on the Employer and the Union and their respective successors and assigns.

**3.02**                                **Sub-Contractors**

The terms of this Agreement shall apply to all Sub-Contractors or sub-contracts let by the Employer. The Employer shall engage only those Sub-Contractors having an Agreement with the Construction and Specialized Workers' Union, Local 1611, prior to commencing work. The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of the Agreement on the Sub-Contractor.

**CLAUSE 3:**                    **EXTENT** (Cont'd)

**3.03**                                **Owner-Operators**

Where an Owner-Operator performs work for which he/she has been hired, or which he/she has sub-contracted, he/she shall, prior to commencing such work, have a temporary identification card or be a member of and obtain a clearance from the Union within whose jurisdiction the work is to be performed. The worker shall abide by all the provisions of this Agreement and shall, when he/she works beyond five (5) working days, be accorded all the rights, benefits and privileges of this Agreement.

When he/she works beyond five (5) working days, he/she shall thereafter become an Employee and be paid wages in accordance with the hours of work and wage rates of this Agreement. (Such payment shall NOT include time spent in the repair, servicing or maintaining of his/her own equipment.)

Payment of wages shall be made separate from any other payments to which, for any reason, he/she is, or may become, entitled.

When the Employer rents equipment, the operators of such rented equipment shall be members of the Union.

It is agreed that the intent of this Clause is to ensure the observance of its provisions for ALL persons performing work covered by this Agreement.

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, or depriving any Employee of employment.

**CLAUSE 4:**                    **WAGES**

**4.01**                                **Hourly Wage Rates**

The Employer shall pay wages to every Employee covered by this Agreement at the rates set forth in the attached Schedules and Addendums, hereunto annexed, in respect of the various classifications therein contained. Schedules "A" and "B" shall be deemed to be contained in and form a part of this Agreement.

**4.02**                                **Health, Welfare, and Pension Plan**

The Employer will make contributions for a Health, Welfare and Pension Plan in such amounts and under such conditions as are set forth in the Schedules and Addendums forming part of this Agreement.

**CLAUSE 4:**

**WAGES** (Cont'd)

**4.03**

**Vacation and General Holidays**

Vacation and General Holiday pay shall be accrued at the rate of twelve and one-half percent (12-1/2.5%) of gross earnings (six percent [6%] for annual vacation and six and one-half percent [6 1/2%] for General Holidays) and shall be paid to the employee upon termination of employment, or, when an employee takes his annual vacation.

Employees shall be provided the option on the method which they wish to be paid earned vacation and general holiday pay. They may request on the following basis:

- each payday
- monthly
- quarterly
- annually
- upon layoff and/or termination

Employees will make their request upon hiring or for those who are not new hires may at anytime make their choice. Once a choice is made the employee may only once during the term of employment request change.

For clarification purposes, it is the intent that holiday pay is paid on all monies that are taxable to the employee.

Employees who have completed twelve (12) months of continuous employment from their date of hire (excluding temporary layoff) upon request shall be entitled to a minimum of three (3) consecutive weeks' vacation. Vacation periods will be arranged by mutual agreement between the employee and the Employer. It is being understood no fare and travel time is payable.

The recognized holidays are: New Year's Day, second Monday in February (Family Day), Good Friday, Easter Monday, Victoria Day, Canada Day, first Monday in August (British Columbia Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double time rates. In the event that any additional day or days are declared public or provincial holidays by the Federal and/or Provincial Government, then such holidays shall be recognized and the General Holiday pay shall be increased by one-half of one percent (0.5%) for each additional day.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed.

July 1<sup>st</sup> (Canada Day), shall be observed on the actual day of the holiday except Saturday or Sunday where the following Monday will be observed.

**CLAUSE 4:**

**WAGES** (Cont'd)

When Christmas Day and Boxing Day fall on Saturday and Sunday, the following Monday and Tuesday will be observed.

When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Remembrance Day, Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the nearest Monday and the actual day of the holiday shall be worked and paid for at the appropriate straight time rate. Work performed on the day upon which it has been agreed that the holiday will be observed will be paid for at double time rates.

When working in a location where the Employer is prevented by the owner from working on a General Holiday, then the actual Statutory Holiday will be observed.

**4.04**

**Payment of Wages**

The Employer shall at least every second Friday, pay to each employee covered by this Agreement all wages earned by that employee to a day not more than five (5) working days prior to the date of payment, provided that if a General Holiday falls on the regular payday, payment will be made the preceding day. Payment of wages will be made during working hours.

Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until payment of wages or other arrangements are made between the Employer and the Union.

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than forty-eight (48) hours the next day after he/she ceases to be an employee of the Employer, all wages, salary and holiday pay earned by such employee.

The Company shall provide every employee covered by this Agreement with an itemized statement in respect of payments made to such employee by the Company via electronic payroll. Such statement will show the regular hours worked, total overtime hours worked, the rate or rates applicable, the gross amount of wages, vacation pay and pay for Statutory Holidays, and all deductions made therefrom. Such statement shall also include all year-to-date summaries.

Where subsistence allowance and retro pay is payable under the terms of this Agreement, such subsistence allowance shall be paid via electronic payment.

## **CLAUSE 4:**

## **WAGES** (Cont'd)

### **4.05**

#### **Bonding Payroll Failures and Out of Province firms**

a) Before members are dispatched to any Employer, such Employer shall, if demanded by the Union, post a bond or an irrevocable letter of credit, in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each Employee who will be placed on the Employer's payroll for use in default of payment of wages, welfare contributions, vacation pay, Statutory Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond or irrevocable letter of credit shall, by mutual consent of the Union and the Employer concerned, be terminated.

b) Where there has been a payroll failure by an Employer or where an Employer has failed to remit trust funds as provided for elsewhere in this Agreement, the Employer shall, upon demand by the Union:

- i. make available at the Employer's premises all payroll records to the Union for examination; and/or
- ii. post a bond in a form which shall be suitable to the Union in the amount of eight thousand five hundred dollars (\$ 8,500.00) for each Employee who was on the Employer's payroll during the immediately preceding six (6) months. In lieu of the Bond, the Employer shall submit an irrevocable Letter of Credit upon request to the Union.

### **4.06**

#### **New Classifications**

As and when types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedules, the Employer shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day notice in writing, is given by either Party to commence negotiations.

In the event of disagreement, the question of a rate to be paid shall be referred to arbitration per the provisions of Clause 14.03.

### **4.07**

#### **Higher Wage Rates**

Where an Employee works in a higher hourly wage classification he/she shall be paid the higher rate for the entire shift.

**CLAUSE 4:**                    **WAGES** (Cont'd)

**4.08**                            **Lesser Rate of Pay**

At no time will an Employee be required to work in a lesser wage classification than that for which he/she was dispatched unless the Employee agrees to the lesser wage classification in writing, which will require the Employee's signature

**CLAUSE 5:**                    **HOURS OF LABOUR, SHIFT, AND CALL-OUT TIME**

**5.01**                            **Regular Hours**

Eight (8) hours shall constitute a day's work between the hours of 8:00 A.M. and 4:30 P.M.; five (5) days shall constitute a week's work, i.e. Monday 8:00 A.M. to Friday 4:30 P.M.

**5.02**                            **Variation in Shift Starting Time**

a)        The starting times for day shift may commence between the hours of 6:00 A.M. and 8:00 A.M., and must apply for five (5) consecutive days in the work week. If an employee works less than five (5) consecutive days in the work week, overtime rates will apply from the regular start time.

b)        Where the Employer requests a variation to the existing start times, it shall be requested in writing and shall be decided and agreed upon the Union's Business Representative and the Employer.

The start of the work week shall be Monday, 8:00 A.M., except as provided below.

**5.03**                            **Shifts**

When a second shift is required and continued for three (3) consecutive days or more, seven and one-half (7.5) hours of work shall constitute the second shift for which eight and one-half (8.5) hours' pay will be paid.

When a third shift is required and continued for three (3) consecutive days or more, seven and one-half (7.5) hours of work shall constitute the third shift for which nine and one-half (9.5) hours' pay will be paid.

Where the majority of hours worked fall between 6 A.M. and 6 P.M., then no shift premium applies. Where the majority of hours worked fall between 6 P.M. and 6 A.M, then a shift premium of one and one-quarter times (1.25x) the applicable rate of pay shall apply for all hours worked on that shift. These provisions shall only apply to field operations, and shall specifically not apply to fixed plant operations.



## CLAUSE 5:

## HOURS OF LABOUR, SHIFT, AND CALL-OUT TIME

(Cont'd)

All hours worked in excess of seven and one-half (7.5) hours on additional shifts shall be paid for at overtime rates. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided.

When the Employer wishes to operate a project, or any part or parts thereof on a three (3) shift basis and provided the shifts are continued for three (3) or more consecutive days, then the starting time of the work week shall be 12:01 A.M., Monday (in which case the work week will end at 12:00 Midnight, Friday). Any subsequent change in the start of the work week shall be made only after agreement has been reached with the Union.

### **5.04**

#### **Shift Rotation**

When two (2) or more shifts are required, they shall rotate every two (2) weeks where practical: i.e. it is not intended that rotation would apply where there is no counterpart or cross shift.

When a second shift is to be worked it shall commence than within one (1) hour before the completion of the previous shift and no later than the end of the previous shift. Start times may be scheduled in thirty (30) minute increments.

### **5.05**

#### **Call-Out Time**

Where an Employee is called out for work and no work is performed, he/she shall be paid two (2) hours at the Employee's applicable hourly rate.

It is understood that an employee starting work shall receive not less than four (4) hours' pay whether or not the job is suspended due to inclement weather:

- a) On regular shifts at straight time;
- b) On Saturdays, Sundays, and General Holidays at the prevailing overtime rates;
- c) Where an Employee is called out for work at any time and work is performed, he/shall be paid a minimum of:
  - i. On regular shifts, four (4) hours at straight time;
  - ii. On overtime days, four (4) hours at the prevailing overtime rates.

**CLAUSE 5:**

**HOURS OF LABOUR, SHIFT, AND CALL-OUT TIME**

(Cont'd)

- iii. After the regular shift, Employees called to work shall receive a minimum of four (4) hours pay at the prevailing overtime rate;

provided, however, that the worker has reported to the job site in person in a competent condition to carry out his/her duties and providing adequate notice has not been given not to report for work. Adequate notice shall be construed as follows; where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or prearranged radio broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

Each Employee shall provide the Employer with his/her telephone number where he/she may be reached and the Employer shall fulfill the obligations of the above by contacting that telephone number.

The Employer shall pay to every Employee covered by this Agreement who works in excess of four (4) hours and less than eight (8) hours in any one (1) shift, at least eight (8) hours' wages for each such shift, provided the Employee is available for work.

If the Employee works more than four (4) hours on Saturday, Sunday or a Statutory Holiday, he/she shall receive a minimum of eight (8) hours' pay at the prevailing overtime rate.

- d) Where an Employee reports at the request of his/her Employer and performs work at overtime rates prior to his/her regular starting time, such time will be considered as overtime only and not considered in calculating his/her daily minimum under this Clause.

**5.06**

**Call-Out Guarantee – Saturdays**

The following call-out guarantee will apply on Saturdays on a year-round basis:

- a) Two (2) hours pay at the applicable rate of pay in the event an Employee reports for work and no work is provided;
- b) Four (4) hours pay at the applicable rate of pay in the event an employee commences work and works for less than four (4) hours;
- c) Actual hours worked to be paid at the applicable rate of pay after four (4) hours has been worked.

**CLAUSE 6:**                    **OVERTIME**

**6.01**                    All hours worked outside the regular hours, or the accepted variations therefrom, and outside the established weekly shift hours, shall be considered overtime until a break often (10) hours occurs, and shall be paid for at the following rates:

Monday through Friday: over eight (8) hours and up to and including eleven (11) hours, time and one-half (1.5X); over eleven (11) hours, double time (2X); except for all hours worked prior to 6:00am, which will be paid at two times (2x) the employee's hourly rate.

Saturday: time and one-half (1.5X) for eleven (11) hours between 8 AM and 7:30 PM.

All work performed beyond eleven (11) hours per day Monday to Saturday, Sundays and General Holidays: double time (2X) for all hours worked.

**6.02**                    **Provision of Meals on Overtime**

When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required to provide a meal at no cost to the employees, for those involved. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (1/2) hour to be paid at the applicable rate of pay. This break shall occur not more than six (6) hours after the last meal time. Should an employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

If circumstances make the providing of a meal impractical, the employee shall receive eighteen dollars (\$18.00) in lieu of each meal not so provided. This amount may be amended annually by mutual agreement between the Union's Business Representative and the Employer.

**CLAUSE 7:**                    **TRANSPORTATION**

**7.01**                    **Local Transportation**

a)                    **Transportation Between Sites**

All employees required to change job locations during working hours will be paid at a rate of fifty-three cents (\$0.53) per km each way for such additional mileage to reimburse the employee for daily travel allowance and travelling time.

Where more than one (1) city, town or village is located within a forty (40) kilometer (twenty-five (25) road miles) radius of the job site, the first eight (8) kilometers (five (5) road miles) each way from the city center shall be traveled at no cost to the Employer, but the allowance will be calculated from the city, town or village in or nearest to which the member is residing. (Note: This does not apply to the metropolitan areas of Vancouver - New Westminster or Victoria and Nanaimo.)

**CLAUSE 7:**                    **TRANSPORTATION** (Cont'd)

For those Employees using their own vehicles on all new grading and reconstruction projects where traveling would be required on an unfinished grade, then a marshalling point or points shall be established between the Employer and the Union Business Representatives. The Employer shall provide transportation to and from the Employee's work station.

As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to Public Transit Standards with full insurance coverage and operated in compliance with WorkSafe BC.

**b) During Working Hours**

On paving projects in Metropolitan Areas where Employees are required to use their own vehicles to move from one (1) job location to another during working hours, an allowance shall be negotiated between the Union and Company involved.

**7.02 Out of Town Projects**

For any projects that require out of town transportation and/or room and board, the terms and conditions of the BC Standard Roadbuilding Industry Agreement (Paving) shall apply. Any variation must be agreed upon by the Union's Business Representative and the Employer. Such mutually agreed variations/modifications shall be conducted at a pre-job conference resulting in a Letter of Understanding and may be for one project, for a type of work, for a specific area, or for a specific period of time. Any request for modifications to this Agreement shall be put forward in writing to the Union.

**CLAUSE 8:**                    **TRAINING AND UPGRADING PROGRAMS**

**8.01**                    The Employer shall make contributions in the amounts set forth in Schedule "B" or in the appropriate area Addendum, per hour, for each hour of work performed by each Employee covered by this Agreement to the Construction and Specialized Workers' Training Society and payable by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

The Construction and Specialized Workers' Training Society shall be used to provide workers with the opportunity to acquire and improve their skills in accordance with the Society's Trust Document.

The Construction and Specialized Workers' Training Society shall be administered by the Joint Board of Directors established under the Construction and Specialized Workers' Training Society.

**CLAUSE 8:**                    **TRAINING AND UPGRADING PROGRAMS** (Cont'd)

**8.02**                            **Training – Joint Committee**

The parties agree to the establishment of a Joint Committee to explore appropriate steps for the utilization of trainees and apprentices who have taken the various courses offered by the joint apprenticeship and training programs administered by the trades. The Committee shall meet within 30 calendar days of the date of ratification of the Collective Agreement. The Committee will be composed of equal participants of management and labour who shall have the duty to recommend the establishment of training positions or requisites. The recommendations of the Committee shall be final and binding upon the parties.

**CLAUSE 9:**                    **WORKING CONDITONS**

**9.01**                            **Meal and Break Periods**

- a) A one-half (1/2) hour unpaid meal period shall be at mid-shift.
- b) The Employer shall allow each Employee two (2) breaks of ten (10) minutes each but not more in a work shift. Time of breaks shall be mutually agreed upon.

**9.02**                            **Personal Protective Equipment (PPE)**

Essential protective clothing including welder's gloves, protective vests or leather jackets, noise abatement devices, and rainwear shall be supplied at no charge to the employee. In the event that an employee does not return the foregoing items supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee.

All employees required to wear CSA approved safety related equipment shall receive up to one hundred and fifty (\$150.00) dollars per calendar year. The Employee will be reimbursed by the Employer upon production of receipt of payment.

**9.03**                            Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside and cleaned out daily. Toilet paper will be provided.

**9.04**                            Where there is no running tap water available, bottled drinking water shall be provided. Rehydration options shall be supplied during the summer months.

**9.05**                            Adequate time will be allowed prior to quitting time for picking up tools.

## **CLAUSE 9:**

## **WORKING CONDITONS** (Cont'd)

**9.06** A lock-up shall be provided for Employees for drying clothes and dressing room, as well as lunch room. The lock-up shall have tables and benches with provisions for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia and will provide hand cleaner and paper towels. Additional shelters shall be provided for Employees to eat their lunch as may be required.

**9.07** No Employee will be permitted to use his/her own motor vehicle in a manner which is unfair to other members or against the best interests of the Union.

**9.08** One (1) hour's notice of termination with pay will be given by the Employer. The Employee shall use this time to gather his/her personal belongings and tools together and attend to all matters dealing with his/her termination.

The intent of Clause 9.09 is that when an Employee is terminated, said Employee will be allowed to leave his/her work station one (1) hour before the end of the shift with pay for the full shift.

It is further agreed and understood the Employee, when working at a location that is not in close proximity to the camp or hotel/motel accommodation, he/she will be transported from the work station to the appropriate accommodation within this hour.

If requested by the Union or Employee, the Employer will provide within three (3) calendar days, a termination slip which shall state the reason for the Employee's termination and whether or not he/she is eligible for rehire.

**9.09** Where an Employee is involved in an accident while on the job and as a result is unable to perform his/her work, he/she shall receive a full day's pay for the day of the accident.

**9.10** Special Conditions, Underground: refers to the Collective Agreement between the Union and the Construction Labour Relations Association of B.C.

### **9.11 Fire and Burglary Insurance**

In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of five hundred dollars (\$500.00).

The Employer shall supply the required forms and obtain the inventory from each Employee. The Employee shall receive a signed copy of the inventory from the Employer. Coverage shall commence at the date of filing of the inventory with the Employer. Where an Employee fails to file an inventory, his/her rights to submit a claim shall be waived.

**CLAUSE 9:**

**WORKING CONDITONS** (Cont'd)

**9.12**

**Union Business**

The Employer shall allow time off work without pay for the any employee who is serving on a Union committee or for the purpose of serving as a Union delegate to any conference or function provided that this can be done without cost to the Employer.

Any Employee who acts within the scope of the above paragraph shall not lose his/her job, or be discriminated against for so acting.

**9.13**

**Jury Duty**

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 so 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.

**9.14**

**Bereavement Leave**

In case of death in the immediate family, the Employee affected shall be granted compassionate leave of absence for up to three (3) days paid at eight (8) hours at straight time per day. Immediate family means: is defined as the employee's spouse including same sex spouse, mother, father, brother, sister, children, step children mother-in-law, father-in-law, step parents, grandparents, and grandchildren. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer. Where an employee requires additional time off (unpaid) the employee must make the request and the Employer may grant this request.

In addition, if the employee is notified of the death while he is working, they shall be excused from and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

**CLAUSE 10:**

**UNION SHOP**

**10.01**

**Dispatch Offices**

The Union shall maintain a Dispatch Office, or offices, from which the Employer shall hire all Employees.

**CLAUSE 10:**

**UNION SHOP** (Cont'd)

The Union recognizes where the Employer wishes to name request a former Employee, this request will be acknowledged by the Union, provided, however, the Union is FIRST notified of the Employer's intention to name request the former Employee and provided the former Employee is registered with the Dispatch Office of the Local Union as being available for employment. A member quitting the Employer will not be eligible for rehire on the same project under the name request provision. Such name requests to originate with the Superintendent or Company Headquarters, at the time of the pre-job conference or after consultation with the Local Union.

**10.02**

**Hiring**

When Employees, including foremen, are required, only Union members having confirmation from the Union shall be hired.

Owner-Operators shall be hired in accordance with Clause 3.03 of this Agreement.

The Union shall be given at least forty-eight (48) hours' notice between Monday, 8:00 A.M. and Friday 5:00 P.M., to complete the dispatch, but notice shall be given to the Employer of any difficulty in completing the dispatch prior to the expiration of the forty-eight (48) hour period.

When Union members are not available in B. C., then the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and Tradesmen's qualifications.

Employees hired under this part shall have fourteen (14) days in which to make application for membership in the Union, or be replaced by a Union member when available.

Employees who have made application within the fourteen (14) days, but who are not accepted as a member of the Union, shall be the first to be laid off providing there is a Union member on the project who is qualified and willing to do the job being done by the employee not yet a member of the Union.

When an Employee suffers a compensable injury, he/she shall be entitled to re-employment with the Employer when he/she receives a clearance to return to work from his/her doctor or the WorkSafe BC, providing the project is still in operation and there is work in his/her classification, however, should the Employer refuse employment, the Union, at the request of the Employee, may request the Employer to provide reasons for refusing to rehire.

**10.03**

Should an Employee at any time cease to be a member in good standing of the Union under whose jurisdiction he/she is employed, the Employer shall, upon notification from said Union, discharge him/her forthwith.

The Union shall have the exclusive right to determine who is a member in good standing.



**CLAUSE 10:**                    **UNION SHOP** (Cont'd)

**10.04**                    The Local Union reserves the right to render assistance to other Labour Organizations. Refusal on the part of the Union members to work with non-Union employees shall not be deemed to be a breach of this Agreement.

**10.05**                    The Union reserves the right to refuse to work with employees who are not members of the signatory Local Union and who are performing work coming under the jurisdiction of the Labourers' International Union of North America.

**10.06**                    Refusal on the part of Union members to work with employees whose Organization is not affiliated to the Building Trades Council shall not be deemed to be a breach of this Agreement.

**10.07**                    It shall not be a violation of this Agreement or cause for dismissal for an Employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Building Trades Council or to work with or to receive from any persons or firms who are considered unfair by any of the said Building Trades Council.

**CLAUSE 11:**                    **JOB STEWARDS**

**11.01**                    Job Stewards shall be recognized on all jobs and shall not be discriminated against.

The Business Manager of the Local Union reserves the right to appoint and dispatch all Job Stewards and shall notify the Employer, in writing, of the appointment. The Job Superintendent or Foreman shall be notified by the Union of the name or names of such Job Stewards and in the event of layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his/her duties.

**11.02**                    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 notification.

**11.03**                    Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or Foremen; however, in no way will they interfere with the employee(s) during working hours, unless permission is granted.

**11.04**                    The Employer's representative on site shall provide the Union Business Representative, upon request, with the names of his/her Employees and sub-contractors on the project.

## **CLAUSE 12:**                    **TECHNOLOGICAL CHANGE**

**12.01**                    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.

**12.02**                    Should automation cause jobs to cease, the impacted employee(s) may have the opportunity to work on another piece of equipment dependent on overall staffing and business needs. Should training be required, the impacted employee(s) shall be allowed up to twenty-one (21) days to train on the other piece of equipment without any loss of pay. This opportunity will be limited to a one (1) time equipment change.

### **12.03**                    **Severance Pay**

**a)**                    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 due to automation, technological change, or permanent lay-off. A lay-off is deemed permanent the sooner of the date the employee is informed the lay-off is permanent or thirteen (13) weeks from date of lay-off.

**b)**                    Severance pay as outlined in Section 12.03 (a) 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.

## **CLAUSE 13:**                    **HEALTH AND SAFETY**

**13.01**                    It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act and/or the Mining Act. Operators shall not be required to operate any machine which violates Department of Mines, or Workers' Compensation Board Safety Requirements, and any refusal on the part of a member to work in contravention of such Regulations shall not be deemed to be a breach of this Agreement. Further, no member shall be discharged because he/she fails to work under unsafe conditions as set out in the Regulations. Any refusal of a member to abide by known Workers' Compensation Board Regulations or posted Company safety regulations, after being duly warned, will be sufficient cause for dismissal.

**13.02**                    Any Employee may refuse to work where, in his/her opinion, adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to drive or operate such vehicle or equipment if, in his/her opinion, there is any reasonable doubt as to the safety of the unit or if he/she feels it is improperly loaded. He/she may not be ordered to operate said vehicle or equipment until all safety-related defects have been corrected

**13.03**                    The Head Job Steward, or where there is a representative of the Joint Health and Safety Committee, shall accompany the Compensation Board Inspector on all project inspections.

**CLAUSE 13:**                    **HEALTH AND SAFETY** (Cont'd)

**13.04**                                **Joint Health and Safety Committee**

Both the Company and the Union shall give particular attention to the regulations of the Workers' Compensation Act, respecting the setting up of a Joint Health and Safety Committee. This Committee shall meet once a month or as often as may be deemed necessary by the Committee on Company time. Copies of the Minutes of Safety Meetings shall be forwarded promptly each month to the respective Union Offices.

**13.05**                                All Mandatory Safety Training required by the Employer shall be paid out at the applicable hourly rate.

**CLAUSE 14:**                    **DISPUTES**

**14.01**                                **Jurisdiction**

In the case of a jurisdictional dispute over the allocation of work, it is agreed that there shall be no stoppage of work. Where both Unions party to the dispute have Collective Agreements with the Employer then he/she shall assign the work in accordance with past practice in the British Columbia Road Building Industry. In instances where the Employer does not have a Collective Agreement the Union contesting the Labourers' jurisdictional claim, the work shall be assigned to the Labourers.

If the dispute is not settled locally, then it shall be referred to the General President of the Labourers' International Union of North America and the General President of the disputing Union.

**14.02**                                **Grievance Procedure**

a) Any individual Employee or group of Employees shall have the right at any time to present a grievance to the Employer in accordance with the grievance procedure. Also, the Employer and the Union may avail themselves of the Grievance Procedure to settle any complaint, disagreement or difference of opinion which arises during the term of the Agreement. However, any such action shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this agreement.

The time limits specified in this Clause 14.02 may be extended by mutual agreement of the Union and the Employer.

## **CLAUSE 14:**

## **DISPUTES** (Cont'd)

Each grievance must be presented within fifteen (15) working days of the event giving rise to the grievance. A grievance presented after fifteen (15) working days shall not be considered and the aggrieved party shall have waived all right to a complaint. This provision shall not be used to deny an aggrieved party any rights under any statute of the Province of British Columbia. However, should an Employee be unable to file a grievance due to an absence resulting from illness, accident, or other justifiable leave in accordance with this Agreement, the Employee may do so on return to work. In such event, the time elapsed between the occurrence of the grievance and the commencement of the leave shall be considered as constituting part of the fifteen (15) working day period.

The steps of the Grievance Procedure shall be as follows:

### **FIRST: Employee-Shop Steward-Supervisor**

The Employee, with the appropriate Shop Steward, shall discuss any grievance with the appropriate Supervisor. Conversely, if the Supervisor has a grievance, it may be taken up with the employee and the appropriate Shop Steward. Upon failure to resolve the matter within seven (7) working days, the grievance referred by the aggrieved party to the respective Manager *and* to the Union having jurisdiction.

### **SECOND: Union-Manager**

To proceed to this step, the respective Manager and the Union having jurisdiction shall be advised, in writing, by the aggrieved party within five (5) working days of the completion of the first step of the intent to pursue the grievance. The Supervisor and to the Union Representative shall have ten (10) working days from the date of notification as provided, to attempt to resolve the dispute. The Employee, Shop Steward and Manager may be amongst those attending this step of the grievance procedure. Upon failure to resolve the matter within the time allotted, the grievance may be referred by the aggrieved party to the Employer's Human Resources Department and to the Union having jurisdiction.

### **THIRD: Union-Company**

To proceed to this step, the grievance shall be submitted in writing to the Union having jurisdiction and to the Employer's Human Resources Department within ten (10) working days of completion of the preceding step in the Grievance Procedure. Such submission shall set forth clearly the issues and contentions of the aggrieved party. This procedure shall in no way prevent the Union or Employer from initiating this step of the grievance procedure if, in its sole opinion, it is desirable to do so.

Any Business Representative of the Union involved, accompanied by the Employee(s) if the Employee(s) so wish, shall discuss the matter with the Director of Employee Relations and Benefits and the interested party of the Employer. The Union and the Employer shall resolve the grievance within fourteen (14) working days, and the solution shall be final and binding on all parties to the complaint.

**CLAUSE 14:**                    **DISPUTES** (Cont'd)

If the parties cannot mutually agree on settlement of grievance, an Arbitration Board shall be established. Notwithstanding Article 14.03, the Employer and the Union may, by mutual agreement, choose a single arbitrator, either party may make an application to the British Columbia Minister of Labour to appoint a single arbitrator.

**14.03**                            **Arbitration**

The Arbitration Board shall be made up of three (3) persons; one selected by the Employer, one by the Union and a third person who shall be the Chair. The second party appointing a member to the Arbitration Board shall do so within five (5) working days of notice by the party desiring arbitration.

The two appointees shall meet within ten (10) working days of such notice and select the Chair within five (5) working days. No person involved directly in the dispute under consideration shall be member of the Arbitration Board. In the event the Union and the Employer are unable to agree upon a third member for the Board, application may be made by either party to the British Columbia Provincial Minister of Labour to appoint a person to be Chair and third member.

**14.04**                            **Arbitration Award Provision**

I, \_\_\_\_\_, agree that in consideration of the acceptance by the Construction and Specialized Workers' Union, Local 1611 of myself as an Arbitrator, I will render a decision within thirty (30) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which lapse beyond the thirty (30) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

**CLAUSE 15:**                    **CONSTRUCTION RESOLUTION BOARD**

The Construction Unions Resolution Board (hereinafter referred to as the "Resolutions Board") shall be maintained throughout the term of this Agreement for the purpose of reviewing any and all matters covered by this Agreement, in the furtherance of its objects and appointing Industry Grievance Panels to deal with Grievances which may be referred to the Resolutions Board from time to time by mutual agreement of the Parties.

The Resolutions Board shall be comprised of representatives from any Trade Union, as defined in the Labour Relations Code and accepted and recognized by the Building Trades Councils of B.C., which signs a Collective Agreement containing a provision for participation on the Resolutions Board and recognition of the Industry Grievance Panel procedure provided herein, together with Employer representation from the B.C. Road Builders Contractors. The total Employer Representatives to equal the number appointed by the Union.

**CLAUSE 15:**                    **CONSTRUCTION RESOLUTION BOARD** (Cont'd)

The Resolutions Board shall establish its own rules of conduct and shall determine, from time to time, its own numbers, subject always to equal representation from the participating Unions and the participating Contractors and shall establish rules of procedure for Industry Grievance Panels.

**CLAUSE 16:**                    **PUBLIC RELATIONS**

The Parties to this Agreement mutually undertake to do all possible to ensure that in relationships with the general public, every effort will be made toward the end that tactful associations are established and maintained particularly where temporary inconvenience may be caused due to construction in progress. Each Party hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

**CLAUSE 17:**                    **SAVINGS CLAUSE**

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect.

In the event that any clause or sub clause thereof shall be declared invalid, it is further agreed that the Parties hereto shall meet within the period of sixty (60) days to redraft a new clause or sub clause thereof, which shall be valid and which shall replace the clause or sub clause thereof declared invalid.

If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

**CLAUSE 18:**                    **WORKING DUES CHECK-OFF**

Contributions at the rates set forth in Schedule "B" or the appropriate area Addendums, shall be deducted per hour for working dues from each Employee covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made in accordance with Clause 22.

Remittances shall be made in accordance with the forms provided by the Union.

**CLAUSE 19:**                    **LABOURERS ADVANCEMENT FUND**

The Employer shall make contributions at the rates set forth in Schedule "B" or the appropriate area Addendums, per hour for each hour of work performed by each Employee covered by this Agreement to the Labourers' Advancement Fund in accordance with Clause 22.

**CLAUSE 20:**                    **REHABILITATION FUND**

The Employer shall make a contribution at the rates set forth in Schedule "B" or the appropriate area Addendums, per hour for each hour of work performed by each Employee covered by this Agreement to the Rehabilitation Fund in accordance with Clause 22.

**CLAUSE 21:**                    **HEALTH AND SAFETY FUND**

**21.01**                    It is agreed that a Health and Safety Fund as agreed shall be appended hereto and shall be deemed to be contained in and form part of the Collective Agreement.

**21.02**                    The employer shall make contributions at the rates set forth in Schedule "B" or the appropriate area Addendums to this fund.

**21.03**                    The Local Union shall determine the distribution and allocation of these funds.

**CLAUSE 22:**                    **METHOD OF PAYMENT OF CONTRIBUTIONS & DEDUCTIONS**

**22.01**                    The Contributions and Deductions referred to in Clause 8, 18, 19, 20 and 21 and Schedule "A" (1) shall be remitted monthly by cheque or electronically each month, together with a form supplied to the Employer by the Union, to the Construction and Specialized Workers' Medical & Benefit Plan of B.C. The said Construction and Specialized Workers' Medical & Benefit Plan of B.C. shall remit monthly all such monies received to the appropriate funds and the Union. The said Construction and Specialized Workers' Medical & Benefit Plan of B.C. may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan and approved by the Trustees of the recipient Funds. Payment for dues deductions shall be made separately from all other remittances.

**22.02**                    If within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and Holidays, the Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

**22.03**                    The Employer shall make a contribution for the joint benefit of the Construction and Specialized Workers' Medical and Benefit Plan of B.C., and the Labourers Pension Plan in the amount as specified in Schedule "A" of this Addendum for each hour for which wages are payable hereunder. The Union shall allocate the said contribution to the two Plans as it deems appropriate, from time to time

This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of the failure to report and pay contributions/deductions as provided.

**CLAUSE 23:**

**ENABLING CLAUSE**

The Local Union, in conjunction with the Employer's Representative or the Employer bidding work in the respective areas, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, and in writing, amend or delete any terms or conditions of the Agreement for the duration of the job.

Signed this July 20<sup>TH</sup> day of July, 2015.

Signed on behalf of the Employer:

Signed on behalf of the Union:

PITT RIVER QUARRY LTD.

CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL NO. 1611

*Susan Dawson*

Print Name Title

*GARY PALMIERE*

Print Name Title

*[Signature]*

Signature

*[Signature]*

Signature

Print Name Title

Print Name Title

Signature

Signature



## SCHEDULE "A"

### A. SPECIAL PROVISIONS

#### 1. HEALTH, WELFARE AND PENSION PLAN:

The Employer shall make a contribution for the joint benefit of the Construction and Specialized Workers' Medical and Benefit Plan of B.C. and the B.C. Labourers' Pension Plan in the amount referred to in Schedule "B" of this Agreement or the amount referred to in the appropriate schedule in the attached area Addendums. This amount shall be remitted per hour for each hour for which wages are worked. The Union shall allocate the said contribution to the two (2) Plans as it deems appropriate from time to time.

Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending closest to the last days of the preceding calendar month. Such contributions shall be made by cheque payable to the Construction and Specialized Workers' Medical & Benefit Plan of B.C. at par in Vancouver, B.C.

The Employer and the Union hereby agree to be bound by the terms of the Trust Agreement of the Construction and Specialized Workers' Medical & Benefit Plan of B.C. and the Trust Agreement of the B.C. Labourers' Pension Plan of B.C.

The Construction and Specialized Workers' Medical & Benefit Plan of B.C. shall be administered by a Board of Trustees appointed in accordance with the terms of the said Trust Agreement.

Contributions and deductions must be mailed or delivered by the Employer to the Administrator of the Construction and Specialized Workers' Medical & Benefit Plan of B.C. at his/her office no later than the fifteenth (15th) day of the month following that which contributions cover.

In the event the Employer fails to remit contributions in accordance as stipulated herein:

- i. The Union is free to take the following economic action:
  - a) Demand payment of the ten percent (10%) per month delinquency charge as provided for in Clause 22 of this Agreement; and/or
  - b) Demand the posting of a bond or an irrevocable letter of credit as provided for elsewhere in this Agreement; and/or

Where the Employer has failed to comply with (a) and (b) above, then;

## **SCHEDULE "A"** (Cont'd)

- c) Forty-eight (48) hours after the Union has delivered the demand for the bond or irrevocable letter of credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the irrevocable letter has been furnished and such other action shall not be considered a violation of this Agreement.

Such economic action as it applies to this Clause may only include the withholding and the withdrawals of dispatches to the Employer.

ii. The Employer agrees that he/she shall:

- a) pay the delinquency charges referred to in (i) (a) above; and/or
- b) post the bond or irrevocable letter of credit referred to in (i) (b) above, whenever they are demanded in accordance with the provisions set out in this Agreement.

### **2. FOREMAN**

If the Employer works four (4) or more Employees under the jurisdiction of the Labourers' International Union of North America, a working Labour Foreman or Shifter shall be employed; where six (6) or more such Employees are worked, a non-working Labour Foreman or Shifter shall be employed.

Foremen, members of the Labourers International Union of North America shall be employed at ten percent (10%) over the highest classification under his/her jurisdiction.

When non-working Foremen are required in accordance with the provisions of this Agreement, they shall be selected from the predominate trade on the project.

Employees covered by this Agreement shall be required to take orders only from their immediate foreman. Employees may be assigned by their foreman to work under the direction of another person. When the Employees' foreman is not available, the Employees shall take orders from General Management.

### **3. PROTECTIVE RUBBER SLICKERS**

Protective rubber slickers, rubber boots and rubber gloves, will be issued to air trac, powdermen, drillers and their helpers by the Employer on a charge out basis and the cost of same will be deducted from the Employee's wages. When returned to the Employer's stores in reasonable condition on termination, the Employee will be refunded the amount of the original deduction.

## SCHEDULE "A" (Cont'd)

### 4. COVERALLS

Upon request coveralls will be issued to drillers and drillers' helpers by the Employer on a charge out basis and the cost of same will be deducted from the Employee's wages. When returned to the Employer's stores in reasonable condition on termination, the Employee will be refunded the amount of the original deduction.

### 5. DRILLERS HELPERS

There shall be a helper assigned to every air trac ~~and tank drill~~ working alone or one (1) helper for every two (2) machines where the two (2) machines are working together. At no time will the driller be required to perform work normally done by the helper, i.e.: changing rods, greasing couplings, changing bits, etc.

### 6. AUDIT CLAUSE

The Union Auditor shall be permitted to inspect and audit the Employer'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 Employer of his/her intentions to audit and to make the necessary arrangements for the time and place.

### 7. EQUIPMENT

Power Saw Rental (Dry Rate) -- two dollars and fifty cents (\$2.50) per operated hour. In instances when the power saw is fired up a minimum of four (4) hours rental shall be paid.

### 8. FIRST AID ATTENDANT

When First Aid attendants are required the Employer shall designate a member of the Labourers Union as the first aid attendant and such Employee shall have his/her regular hourly rate increased by the following amounts:

Level II Certificate	Seventy cents (\$0.70) per hour.
Level II Certificate (with transportation)	Ninety cents (\$0.90) per hour.
Level III Certificate	one dollar (\$1.00) per hour.

### 9. MULTIPLATE & BINWALL ASSEMBLER CLASSIFICATION

It is agreed and understood that the classification of "Multiplate and Binwall Assembler" is to apply to the Employee who installs and tightens the bolts during installation. This classification does not apply to the labourers in installation crews who carry out the functions of moving and handling the materials or handling and levelling the "backfill".

**SCHEDULE "A"** (Cont'd)

It is not the intent of this Clause to require the Employer to employ a labourer unless there is work on the project coming under the jurisdiction of the Labourers Union.

It is further agreed that those management Employees presently acting as first-aid attendants shall be allowed to carry on such duties for the duration of their life time.

## SCHEDULE "B"

### THE PAVING GROUP - WAGE SCHEDULE (For the Lower Mainland and Fraser Valley (Hope on the East, Vancouver on the West, the U.S. Boarder on the South to Pemberton on the North, inclusive.)

Dates MM/DD/YY	Health & Welfare	Pension	Train & Upgrade	LAF	Union Rehab.	Dues Check- Off	Health & Safety	Total Employer Remittance
05/01/15	\$ 2.45	\$ 4.35	\$ 0.60	\$ 0.40	\$ 0.03	\$ 0.70	\$ 0.06	\$ 8.59
03/01/16	\$ 2.55	\$ 4.50	\$ 0.60	\$ 0.40	\$ 0.03	\$ 0.70	\$ 0.06	\$ 8.84
03/01/17	\$ 2.65	\$ 4.65	\$ 0.60	\$ 0.40	\$ 0.03	\$ 0.70	\$ 0.06	\$ 9.09

2% wage increase for each year of a 3 year term:

CLASSIFICATION	MM/DD/YY		
	03/01/2015	03/01/2016	03/01/2017
Labourer	\$ 33.45	\$ 34.12	\$ 34.80
Driller Helper	\$ 33.51	\$ 34.18	\$ 34.86
Powderperson	\$ 34.62	\$ 35.31	\$ 36.02
Powderperson 2 <sup>nd</sup> Class with certificate (assisting in loading holes)	\$ 33.75	\$ 34.43	\$ 35.12
Tank Drill, Hydraulic Drill	\$ 34.62	\$ 35.31	\$ 36.02

The percentages outlined above shall be applied to individual classifications. The Union may distribute/allocate amounts to various plans and/or programs from such calculation.

The Employer contribution to the CSW Medical and Benefit Plan of BC shall be distributed, at the sole discretion of the Union, between the Health and Welfare Plan component and the Pension Plan component. The Employer shall be advised, in writing, prior to any/every change in distribution.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

Lafarge Aggregates & Concrete – Western Canada

A Division of Lafarge Canada Inc.

AND:

CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611

It is agreed and understood that the signatory Employer shall apply all of the terms of the Standard Road Building Agreement to all work performed in the Yukon Territory.

It is further understood that the wage rate payable shall be the greater of those set out in the Collective Agreement or the applicable Fair Wage Legislation in the Yukon.

Signed this 20<sup>th</sup> day of July, 2015.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

PITT RIVER QUARRY LTD.

CONSTRUCTION AND SPECIALIZED WORKERS UNION, LOCAL 1611

Susan Davison  
Print Name Title

GARY PREMIERE  
Print Name Title

[Signature]  
Signature

[Signature]  
Signature

Print Name Title

Print Name Title

Signature

Signature

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## LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

**Lafarge Aggregates & Concrete – Western Canada**  
**A Division of Lafarge Canada Inc.**

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611**

It is agreed and understood that the signatory Employer shall apply all of the terms of the Trainee Provisions as outlined within this Letter of Understanding.

A joint committee shall be established to investigate and recommend the establishment of a formal training program leading to an improvership or apprentice program(s). The committee shall establish a training curriculum of training modules to facilitate the entry and education of members of the Union. As an interim measure, the following wages and conditions shall be applicable to all new entrants. Existing members of the four Locals shall not be affected by this program, but may, on application, be entitled to the training or retraining established by the Training Plan, with the approval of the respective Local Union.

The committee shall be given the authority to monitor and modify the following terms and conditions. Members who do not complete the training programs established for each level of training, shall not advance to the next category. A training classification shall be established based on the following graduated program:

<i>HOURS</i>			
<i>- 1,400</i>	<i>\$18.24 per hr.</i>	<i>\$18.51 per hr.</i>	<i>\$18.79 per hr.</i>
<i>,401 – 2,800</i>	<i>\$20.84 per hr.</i>	<i>\$21.15 per hr.</i>	<i>\$21.47 per hr.</i>
<i>,801 – 4,200</i>	<i>\$23.28 per hr.</i>	<i>\$23.68 per hr.</i>	<i>\$24.04 per hr.</i>

In addition to those funds as amended above, all other fund contributions and conditions in the Collective Agreement shall apply to training classification employees.

**LETTER OF UNDERSTANDING #2** (Cont'd)

Ratio:

The following ratio will be established on a company wide basis. The ratio of training classification employees to existing members/employees shall be on the basis of a maximum of one (1) training classification to every three (3) journeymen classification (1:4). Regardless of Local Union dispatch rules, all training classification employees must be properly logged and dispatched prior to commencing employment.

Signed this 20<sup>th</sup> day of JULY, 2015.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

PITT RIVER QUARRY LTD.

CONSTRUCTION AND SPECIALIZED WORKERS UNION, LOCAL 1611

Susan Davison  
Print Name Title

GARY PALMIERE  
Print Name Title

[Signature]  
Signature

[Signature]  
Signature

\_\_\_\_\_  
Please Print Title

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