

COLLECTIVE AGREEMENT

BETWEEN:

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS LIMITED
(SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

DURATION: April 1, 2021 to October 31, 2023

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BETWEEN:

**LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS LIMITED
(SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)**

(Hereinafter called the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(Hereinafter called the "Union")

WITNESSETH: that the Parties hereto agree as follows:

ARTICLE 1 - OBJECTIVES AND INTERPRETATION

1.01 The objectives of this Agreement are to maintain a harmonious relationship between the Employer and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

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.

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.

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 plants located at Sechelt, Marpole, Surrey, North Vancouver (Riverside) and Delta Depots and other such plants as the Company may activate.

Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 2 - UNION SECURITY

2.01 (a) 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.

(b) The permit fund will be reestablished and where permits are required, they will be issued at each location thereby preventing work delays.



- 2.02 When employees not on the seniority list are required to fill vacancies resulting from vacant positions or new positions, the position shall be posted before notifying the Union office of the requirement. If the posting is not filled, the Union 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. (See Letter of Understanding #2)

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 their 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. In the event the Company is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Company in the event of subsequent proceedings being brought against the Company for such discharge.

- 2.03 All equipment used by the Company, whether owned by the Company or otherwise, and the operation of which is traditionally the jurisdiction of Operating Engineers Local 115, shall be operated by a member of the Union provided member operated equipment is available.

The Company when having work done by outside personnel, which falls within the jurisdiction of the Union, shall notify the Shop Steward, and obtain a clearance, before having the work done.

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, except in emergencies.

In the event of an emergency arising from a break down, 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.

It is not feasible for the Company to have all the specialized equipment which is required, but when deemed practical by the Standing Committee and approved by management, the equipment will be purchased or rented in order that Company employees can perform the work.

In the event that the Standing Committee cannot resolve an issue, the Union and the Company will meet to discuss and resolve the issue. If they are not able to come to a conclusion, the issue will be referred to the Grievance Procedure.

The make-up and parameters of the Standing Committee are attached to this Agreement.

- 2.04 The Company shall deduct such fees and dues as provided by the Union from the pay, which is known by employees as the "end of period pay". These deductions shall be submitted monthly to the Union by the end of the next pay period for the previous month's dues. The Company agrees that upon receiving a written request from the Union that the fees and dues shall be sent electronically in a format acceptable to the Union. The Union shall indemnify the Company for such remittances and deductions when in accordance with Union instruction.
- 2.05 During the life of this Agreement there shall be no lock out by the Company. The Union will not authorize a strike, stoppage of work or slow down, either partial or general.

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

2.06 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 their 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.

- 2.07 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 foreperson, however, in no way will they interfere with the employees during working hours unless permission is granted.
- 2.08 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.

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".
- 3.02 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 and shall be calculated in six (6) minute increments.

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

Employees shall be paid every second Friday.

When there is a discrepancy in the amount paid, due to a Company error, the Company will complete a separate deposit the amount of the difference as soon as reasonable.

4.03 If an employee is laid off, they shall be paid on the next regular pay day. If an employee is discharged for cause or resigns, they will be paid all wages/holiday pay. ROE's will be administered electronically as per the Services Canada requirements.

4.04 Where an employee is not paid as provided above, such employee shall be deemed to be on the payroll of the Company and shall receive their usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Company and the Union.

4.05 Where any changes to an employee's Kronos time is made by the Company, a copy of the change shall 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 The work week shall consist of forty (40) hours per week, worked in five (5) days of eight (8) hours each, Monday through Friday. Once an employee commences their week's work the employee will be paid for all shifts (40 hours) that week. This does not include new hires, sickness, leave of absence, bereavement, resigned, discharged for cause employees, or Lower Mainland Distribution employees. Further, the work week guarantee will be subject to the discontinuance of operations due to freeze up, excessive snow, floods, earthquake, explosion, collapse of equipment or buildings, fire, pandemic/health order and windstorm.

7.02 Should the Company change the maintenance schedule from the eight (8) hour shift to the compressed work week shift, or in reverse, they will provide a minimum of fourteen (14)

calendar days' notice to the affected employees. If the employee requests two consecutive days off as the schedule transitions, the Company will accommodate the request.

- 7.03 Time worked in excess of eight (8) hours shall be paid for at overtime rates. The first two (2) hours of overtime of any normal working day shall be paid at time and one half (1 1/2).

All hours in excess of ten (10) hours in a day shall be paid at the two times (2x) rate of pay.

On Saturday, overtime shall be at the time and one half (1 1/2) rate of pay for the first ten (10) hours; all hours in excess, at the two times (2x) rate of pay.

All hours worked on Sunday and/or General Holidays shall be at two times (2x) the employee's rate of pay.

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

- 7.05 All overtime shall be listed on bulletin boards. Overtime shall be divided as evenly as possible for Sechelt and the Depots within the quarter year by posted position, keeping seniority in mind.

- 7.06 Where more than one (1) shift is required and continued for three (3) consecutive days or more, seven and one half (7 1/2) hours, exclusive of lunch period, shall constitute the second shift for which eight (8) hours shall be paid.

Seven (7) hours, exclusive of lunch period, shall constitute the third shift for which eight (8) hours shall be paid.

Additional shifts shall not commence more than one (1) hour prior to the end of the previous shift.

Where a third shift is required, the work week for that shift shall begin no earlier than 12:01 a.m., Monday and end Friday, a.m. Shifts shall be rotated as approved by the Union and the Company.

- 7.07 On Saturday, Sunday or on a General Holiday, employees shall be paid overtime rates for all call out time.

- 7.08 Employees called in after their regular start time, shall receive pay from their regular starting time. Employees so called shall be allowed a reasonable time to report.

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

- 7.10 Eight (8) hours shall be the minimum break between an employee's finishing time and following starting time, otherwise overtime rates shall prevail. For Depots, a nine (9) hour minimum break is required.

- 7.11 Employees required for Saturday, Sunday and General Holidays work shall be notified by Thursday, 3:30 p.m. each week and receive a pre-determined time to report to work.

Employees called out by such notification are guaranteed eight (8) hours at overtime rates of pay.

- 7.12 (a) Scow loading crew on weekend work, upon completion of scow loading will return scow loading area to a state necessary for loading on the next shift and may, at their option, elect to leave the plant site for home and be paid a minimum of four (4) hours, otherwise they are expected to remain at plant site to complete their full shift of the eight (8) hour guarantee.
- (b) Scow loading crew on weekend work will be considered as a crew, and one employee shall be the working Leadhand, regardless of other parts of the plant operating.

7.13 Depots Only:

- (a) In the event that additional shifts are not required for three (3) days or more in a work week, then the Company shall provide the opportunity for three (3) days' work in that work week.
- (b) All employees called out for work and if no work is performed shall be paid four (4) hours except in the case of inclement weather, when they shall be paid only two (2) hours.
- (c) Any employee who is called out to work and work commences, shall be paid not less than eight (8) hours' wages.
- (d) Employees shall be notified prior to finishing time the day previous if they are not required for work the day following, and then shall not report to work until recalled, except where the Company is operating multiple shifts, notification of at least four (4) hours prior to starting time shall be given.
- (e) Employees will be canvassed for overtime and every effort will be made to confirm for Saturday/Sunday and General Holidays overtime shifts by Thursday at 3:30pm.
- (f) Barge offloading employees may be required to start their shift one (1) hour prior to, or one (1) hour after their original regular start time of 5:45 a.m., due to tides, weather or transportation problems, as long as notice is provided to the employee at least two (2) hours prior to their scheduled start time.
- (g) When Saturday work is required to service the Ready Mix operations, the Company shall schedule it as straight time for all hours less than forty (40) in the week, if possible, so as to achieve the lowest cost option for that shift.
- (h) For barges greater than 6,000 tonnes (MLT 8,000 and Evco 80). A second barge offload shift can be utilized eight (8) to nine (9) hours after commencement of the barge offload.
- (i) When required, the Depot employees may assist the Marine Maintenance crew. When the Depot performs the duties of the Marine Maintenance crew the Depot employee will be paid the higher rate of pay for that shift.

7.14 Marine Maintenance – Five (5) Day Schedule

Hours of Work:

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 of eight (8) hours, i.e. forty (40) hours Monday through Friday, shall constitute a week's work at straight time rates of pay. The start of the work week shall be Monday 7:00 a.m.

Once an employee commences their week's work they will be paid for all shifts (40 hours) that week. This does not include new hires, sickness, leave of absence, bereavement, resigned, or discharged for cause employees. Further, the work week guarantee will be subject to the discontinuance of operations due to freeze up, excessive snow, floods, earthquake, explosion, collapse of equipment or buildings, fire and windstorm.

The starting time and quitting time of all shifts shall be at the tool lock up or change room.

The starting times for any shift may be varied by up to one (1) hour either side of the regular starting times.

Overtime

Time worked in excess of the first eight (8) hours shall be paid for at overtime rates. The first two (2) hours of overtime of any normal working day shall be paid at time and one half (1 1/2).

All hours in excess of the first ten (10) hours in a day shall be paid at the double time (2x) rate of pay.

On Saturday, overtime shall be at the time and one half (1 1/2) rate of pay for the first eight (8) hours; all hours in excess, at the double time (2x) rate of pay.

All hours worked on Sunday and/or General Holidays shall be at the double time (2x) rate of pay.

All other hours worked outside the regular hours or the accepted variations and outside the established shift hours, shall be considered overtime until a break of nine (9) hours occurs and shall be paid for at the double time (2X) rate.

7.15 Marine Maintenance 4x3 Thursday thru Sunday Schedule

- (a) For the purposes of the 4x3 Maintenance (4x3) schedule, the parties agree to the following terms and conditions. Positions will be posted and awarded by order of seniority. Junior employees may be assigned to this crew
- (b) This schedule is intended to cover only the members of the Marine Maintenance operation for seven (7) day coverage. The Company anticipates that some statutory holidays may need to be worked as required by breakdowns, tie-ins or other timing events.

- (c) The ten and one half (10.5) hour standard shift time of 7:00am to 5:30pm (unpaid 1/2 hour lunch) will define a day as a period of twenty-four (24) hours beginning at 7:00am Thursday.
- (d) The 4x3 will be four (4) shifts worked followed by three (3) days off. When the first day of the tour is a Thursday commencing at 7am.
- (e) It is understood by both parties that relief will be available when required. Relief will be provided by Marine Maintenance employees first and then by qualified Depots employees. If daily overtime is required, it will come first from the crew currently working that tour.

Overtime Rate of Pay

- (f) The time worked in excess of their regular scheduled shift shall be paid at time and one (1 1/2x). The time worked in excess of their regular scheduled shift shall be paid at one half (1 1/2x) time for the first two (2) hours and double time (2x) for the hours worked thereafter.
- (g) Hours worked on a scheduled day off will be paid at time and one half (1 1/2x) times the employees' rates for the first ten (10) hours and double (2x) time for the balance of the shift.

All hours worked on Sunday or statutory holidays will be paid at double time (2x).
- (h) After twelve and one half (12 1/2) hours of continuous work and every four (4) hours thereafter, employees shall be entitled to a meal allowance of seventeen dollars (\$17.00).
- (i) Maintenance 4x3 workers can bank hours in excess of ten and one half (10 1/2) hours in a day, scheduled days off, and the hours worked on a statutory holiday. Up to half of the time worked on a Sunday may be banked.
- (j) A statutory holiday will attract eight (8) hours straight time pay.
- (k) Bereavement will continue to apply, but instead of attracting three (3) days off it will attract twenty-four (24) paid hours off.
- (l) In Article ten (10), such duty shall attract a calculated maximum of ten and one half (10 1/2) hours in a day and up to forty (40) combined hours in a week.
- (m) The weekly indemnity three (3) day waiting period will continue to be calculated on the weekly rate - forty (40) hours maximum.
- (n) There will be two (2) paid scheduled rest breaks of fifteen (15) minutes duration — one in the first half of the shift and one in the last half of the shift. There will be an unpaid thirty (30) minute lunch break midway of the shift within a two (2) hour window.

7.16 Sechelt 4 x 3 Maintenance Schedule

- (a) This schedule is intended to cover only the Sechelt Maintenance operation for five (5) day coverage, twenty (20) hours a day. The Company anticipates that some statutory holidays may need to be worked as required by breakdowns, tie-ins or other timing events.
- (b) The ten and one half (10.5 1/2) hour standard shift time of 7:00 AM to 5:30 PM and a ten (10) hour shift time of 3:00 PM to 1:00 AM will define a day as a period of eighteen (18) hours beginning at 7:00 AM and a week as a period of five (5) calendar days beginning at 12:01 AM Monday. Start times can be staggered on a shift basis to achieve twenty (20) hour coverage.
- (c) The Sechelt 4 x 3 Maintenance Schedule shifts will be as follows: 4 shifts worked and 3 days off.

When afternoon shifts are required, coverage will be provided by one millwright from each crew, with staggered start times throughout the week. Rotation will be a minimum of one-week day shift and one week on afternoon shift.

- (d) It is understood by both parties that relief will be available when required and should come from those people on days off. The Company will post a sign-up sheet for those interested in relief shifts. All relief shifts will be distributed based on a first signed basis, with consideration to balancing overtime, always keeping in mind the skills and abilities required for the task at hand. If daily overtime is required, it will come first from the crew currently working that tour.
- (e) The time worked in excess of their regular scheduled shift shall be paid at time and one (1 1/2x). The time worked in excess of their regular scheduled shift shall be paid at one half (1 1/2x) times for the first two (2) hours and two times (2x) for the hours worked thereafter.

Hours worked on a scheduled day off will be paid at time and one half (1 1/2x) for the shift. Overtime rules will apply thereafter.

All hours worked on, Sunday and statutory holidays will be paid at two times (2x) the employee's rate of pay.

- (f) After twelve (12) hours of continuous work and every four (4) hours thereafter, employees shall be entitled to a meal allowance as per Article 10.8.
- (g) Maintenance 4x3 workers can bank hours in excess of ten (10) hours worked in a day, Sunday, scheduled days off and the hours worked on a statutory holiday.
- (h) Employees will be allowed to take vacation on a tour basis; a week equals four (4) scheduled working days off. The worker can withdraw forty (40) hours from their vacation bank for a full tour off.

- (i) A statutory holiday will attract eight (8) hours straight time pay. The only exception is if the employee has not worked a minimum of thirty-two (32) hours during their normal work week, then the forty (40) hour guarantee shall be applied.
- (j) Bereavement will continue to apply, but instead of attracting three (3) days off it will attract twenty-four (24) paid hours off.
- (k) In Article 10, such duty shall attract a calculated maximum of ten (10) hours in a day and up to forty (40) combined hours in a week.
- (l) The weekly indemnity three (3) day waiting period will continue to be calculated on the weekly rate – forty (40) hours maximum.
- (m) There will be two (2) paid scheduled rest breaks of fifteen (15) minutes duration – one in the first half of the shift and one in the last half of the shift.

For Day Shifts there will be an unpaid thirty (30) minute lunch break midway in the shift within a three (3) hour window. For Afternoon Shifts there will be a paid thirty (30) minute lunch break midway in the shift within a three (3) hour window.
- (n) The day shift shall constitute ten (10) hours worked in addition to a thirty (30) minute unpaid lunch break, for ten (10) hours pay. The afternoon shift shall constitute ten (10) hours worked inclusive of a thirty (30) minute paid lunch break, for ten (10) hours pay.
- (o) The Company will determine the size and composition of each crew needed.

7.17 Sechelt Compressed Maintenance Schedule

- (a) For the purposes of the 4x4 Maintenance (4x4) schedule, the parties agree to the following terms and conditions for up to two crews. Positions will be on a voluntary basis and awarded by order of seniority
- (b) This schedule is intended to cover only the members of the Sechelt Maintenance operation for seven (7) day coverage. The Company anticipates that some statutory holidays may need to be worked as required by breakdowns, tie-ins or other timing events. If additional new SCMS operations are considered, they must be negotiated with the Union.
- (c) The eleven (11) hour standard shift time of 7:00am to 6:00pm will define a day as a period of twenty-four (24) hours beginning at 7:00am and a week as a period of seven (7) calendar days beginning at 7:00am Sunday.
- (d) The Compressed Work Weeks will be four (4) shifts worked followed by four (4) days off.
- (e) It is understood by both parties that relief will be available when required and should come from those people on days off. If daily overtime is required, it will come first from the crew currently working that tour.

(f) It is understood by both parties that problems may arise with the SCMS schedule. A special committee of two (2) Company and two (2) workers representatives will meet as required or every six (6) months to discuss and resolve issues for the first year.

(g) Overtime will not be paid as a result of the initial implementation of the maintenance SCMS schedule.

(h) Overtime Rate of Pay

The time worked in excess of their regular scheduled shift shall be paid at time and one half (1½x) for the first two (2) hours and two times (2x) the employees regular rate of pay for hours worked thereafter.

Hours worked on a scheduled day off will be paid at time and one half (1½x) times the employee's rates of pay for the shift. Overtime rules will apply thereafter.

All hours worked on Sunday and statutory holidays will be paid at double time (2x).

(i) After twelve and one half (12½) hours of continuous work and every four (4) hours thereafter, employees shall be entitled to a meal allowance of seventeen dollars (\$17.00).

(j) Maintenance SCMS workers can bank hours in excess of ten and one half (10½) hours in a day, Sunday, scheduled days off and the hours worked on a statutory holiday.

(k) The vacation Clause remains the same except that weeks of vacation will be converted into hours of vacation. (2 weeks = 80 hours, 3 weeks = 120 hours, 4 weeks = 160 hours, 5 weeks = 200 hours and 6 weeks = 240 hours) Employees will be allowed to take vacation on a tour basis; a week equals 4 scheduled working days off. The worker can either withdraw forty-two (42) hours from his vacation bank, withdraw forty (40) hours from his vacation bank and supplement with two (2) hours from his BOT or just take forty (40) hours from his vacation bank for a full tour off. Any partial vacation time left over will be granted in consecutive shifts only.

(l) A statutory holiday will attract eight (8) hours straight time pay. The only exception is a tour where the statutory holiday falls on a scheduled working day but the Company decides it is not to be worked. The guarantee is forty (40) hours for that tour.

(m) Bereavement will continue to apply, but instead of attracting three (3) days off it will attract twenty-four (24) paid hours off.

(n) In Article 10 (10), such duty shall attract a calculated maximum of ten and one half (10½) hours in a day and up to forty (40) combined hours in a week.

(o) The weekly indemnity three (3) day waiting period will continue to be calculated on the weekly rate - forty (40) hours maximum.

(p) The day shift shall constitute ten and one half (10½) hours worked for eleven (11) hours pay. The night shift shall constitute ten and one half (10½) hours worked for eleven and one half (11½) hours pay.

- (q) There will be two (2) crews to cover this schedule; the Company will determine the size and composition of each crew.
- (r) There will be two (2) paid scheduled rest breaks of fifteen (15) minutes duration—one in the first half of the shift and one in the last half of the shift. There will be an unpaid thirty (30) minute lunch break midway of the shift within a two (2) hour window.

7.18 Overtime Banking:

Overtime may be banked up to two hundred (200) hours and taken as time off upon mutual agreement by both parties so as to not interfere with normal vacation schedules and production. Banked overtime will be administered by payroll on a dollar basis rather than on an hours basis. This time can be cashed out by the employee and it is understood the bank will not be used like a savings account. The employee must advise the Company in writing five (5) prior to the payroll deadline so that it may be added to the next regular pay advice.

ARTICLE 8 - GENERAL HOLIDAYS

- 8.01 Every employee covered by this Collective Agreement who has completed thirty (30) working days of their probationary period shall receive a day's pay for New Year's Day, Family 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 new proclaimed General Holiday by the Provincial or Federal Government shall eliminate one of the existing non-proclaimed General Holidays, provided that the employee shall have worked their 'scheduled' work day prior to such holiday, and their 'scheduled' work day after such holiday, unless express permission to be absent shall be obtained from the employee's 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 covered by this Agreement has completed their probationary period and is laid off by the Company for an indefinite period of time, the employee shall receive a day's pay for the holidays mentioned in Section 1, provided the employee shall have worked their last 'scheduled' shift within thirty (30) days immediately preceding the date of the holiday or in the event of call back the employee shall have worked their first 'scheduled' shift within thirty (30) days immediately following the date of the holiday.
- 8.03 If a General Holiday falls on Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive General Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays. December 31st will be observed on the day on which it falls.

If a General Holiday falls on a Tuesday, Wednesday or Thursday, the General Holiday may be moved to either Monday or Friday of that week to enable a long weekend. This does not include Christmas and/or New Years. This change shall be by mutual agreement between the employees and the Company.
- 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. This shall not be paid if the employee is on a Workers' Compensation Board approved claim.

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8.05 At the Company's discretion for the Depots, the Easter Monday and B.C. Day General Holidays may be observed or worked. The Company will provide as much notice as possible but not less than two (2) weeks regarding its intentions. For every General Holiday worked, the eligible employees at that location, will receive one additional paid floating holiday. Such day(s) off will be by mutual agreement and must be taken within the calendar year.

ARTICLE 9 - ANNUAL VACATIONS

The following will be in effect up and to December 31, 2021

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

Each employee who has completed three (3) years' continuous service and has worked a minimum of one thousand (1,000) hours for the Company during the preceding year, shall be entitled to a total of three (3) weeks' vacation with pay equal to three (3) full weeks' straight time pay at the employee's regular rate, or six and one half percent (6 1/2%) of annual gross earnings, whichever is the greater.

Each employee who has completed eight (8) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding year, shall be entitled to four (4) weeks' vacation with pay equal to four (4) full weeks' straight time pay at the employee's regular rate, or eight and one half percent (8 1/2%) of annual gross earnings, whichever is the greater.

Each employee who has completed seventeen (17) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding year, shall be entitled to five (5) weeks' vacation with pay equal to five (5) full weeks' straight time pay at the employee's regular rate, or ten and one half percent (10 1/2%) of annual gross earnings, whichever is the greater.

Each employee who has completed twenty-five (25) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding year, shall be entitled to six (6) weeks' vacation with pay equal to six (6) full weeks' straight time pay at the employee's regular rate, or twelve and one half percent (12 1/2%) of annual gross earnings, whichever is the greater.

9.02 Summary: Vacation Allowance

<u>YEARS OF SERVICE</u>	<u>LENGTH OF VACATION</u>	<u>PAYMENT (Whichever is Greater)</u>
1 to 3 yrs. less a day	2 weeks	2 full weeks or 4-1/2%*
3 to 8 yrs. less a day	3 weeks	3 full weeks or 6-1/2%*
8 to 17 yrs. less a day	4 weeks	4 full weeks or 8-1/2%*
17 to 25 yrs. less a day	5 weeks	5 full weeks or 10-1/2%*
25 yrs. & over	6 weeks	6 full weeks or 12-1/2%*

*annual gross earnings

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Vacations Monies shall be

- 9.03 The provision requiring employees to have worked a minimum of one thousand (1,000) hours in each year in order to qualify for the full two (2) week, three (3) week, four (4) week, five (5) week, or six (6) week provision, shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation, or through illness. Employees absent through 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 one thousand (1,000) hours in the following year, or be paid their vacation pay as set out above.

Employees shall take their annual vacation within the calendar year they are entitled to the said vacation. Vacation pay will be by direct deposit.

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

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

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

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

Employees shall choose their time off for their annual vacation by departmental seniority and the vacation calendar shall be posted by February 1st of each year and will cover the period February 1st – January 31st of the following year.

Employees may ask the Company to cash out their accrued vacation from the previous year without taking the corresponding time off. The employee must take this corresponding time off within the vacation year. Failure to do so will cause the Company at its discretion to schedule this time off without pay.

9.04 Leave of Absence:

- (a) 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.

No employee who acts within the scope of this sub section shall lose their job or be discriminated against.

- (b) When an employee suffers a time loss compensable injury or an industrial illness on the job preventing them from reporting to work, the employee will automatically be granted a leave of absence until such time as a doctor states the employee can return to work.

- (c) When an employee suffers an injury or illness off the job which requires their absence, the employee shall report the fact to the Company as soon as possible prior to the employee's 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 7(c).
- (d) If an employee desires a leave of absence for reasons other than those referred to in this Section, the employee must obtain permission for the same, in writing, from the Company and a copy is to be submitted to the Union.
- (e) Any instance where an employee accepts other employment without the consent of the Company when on leave of absence for any reason, the employee's

ARTICLE 9 - ANNUAL VACATIONS (WILL REPLACE CURRENT ARTICLE 9 ON JANUARY 1ST, 2022)

Article 9 transition – All accrued vacation will be pay as of December 31st, 2021 will be paid out in January 2022 to each employee unless the employee elects to take the time off in 2022. Employees that elect to take time off in 2022 will be paid at the time of vacation.

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

- 9.01 Vacation Period – Common Anniversary – The years of service based on December 31st of that calendar year.
- 9.02 Vacation year – Shall be defined as the period of January 1st to December 31st
- 9.03 Week of vacation – 40 hours base wage rate as of December 31st previous year.
- 9.04 On January 1st of each year the Company shall provide an employee an annual vacation allotment based on the years of service obtained within the vacation period based on the following entitlement.
 - One (1) year of service – two weeks
 - Three (3) years of service – three weeks
 - Eight (8) years of service – four weeks
 - Seventeen (17) years of service – five weeks
 - Twenty-Five (25) years of service – six weeks
- 9.05 At the end of the Vacation year the Company will calculate the dollars earned to determine if the monies paid based on weeks of vacation is greater or less than the percentages for years of service.
 - (a) Employees who have completed one (1) year of service on their anniversary date of hire in any year shall receive and be entitled to take a vacation of two (2) consecutive weeks with pay equal to two (2) full weeks' straight time pay at the employee's regular

classified rate of pay based on four and one-half (4 ½ %) of the employee's gross earnings.

- (b) Employees who have completed three (3) years of service on their anniversary date of hire in any year shall receive and be entitled to take a vacation of three (3) weeks with pay equal to three (3) full weeks' straight time pay at the employee's regular classified rate of pay based on six and one-half (6 ½ %) of the employee's gross earnings.
- (c) Employees who have completed eight (8) years of service on their anniversary date of hire in any year shall receive and be entitled to take a vacation of four (4) weeks with pay equal to four (4) full weeks' straight time pay at the employee's regular classified rate of pay based on eight and one-half (8 ½ %) of the employee's gross earnings.
- (d) Employees who have completed seventeen (17) years of service on their anniversary date of hire in any year shall receive and be entitled to take a vacation of five (5) weeks with pay equal to five (5) full weeks' straight time pay at the employee's regular classified rate of pay based on ten and one-half (10 ½ %) of the employee's gross earnings.
- (e) Employees who have completed twenty-five (25) years of service on their anniversary date of hire in any year shall receive and be entitled to take a vacation of six (6) weeks with pay equal to six (6) full weeks' straight time pay at the employee's regular classified rate of pay based on twelve and one-half (12 ½ %) of the employee's gross earnings.

Where any employee has been absent from work for any reason during the Vacation Year and worked more than 1000 hours, the employee may receive the full vacation time referenced with the full Vacation pay. Employees that have worked less than 1000 hours (including hours associated with a Worksafe BC Approved claim) will only be eligible for a percentage of pay based on the eligible gross earnings list above.

An employee that did not work 1000 hours in the previous year must work 1000 hours in the current year to have their vacation allotment re-established. Employees will be eligible to take a pro-rated number of hours based on the hours worked in the previous year divided by 1000 hours times the years of service eligibility.

The percentage calculation of an employee's gross earnings shall be made after the last pay period of each Vacation Year and any outstanding Vacation pay shall be paid out in January of the new Vacation Year. This shall be paid by separate electronic deposit.

If after the Vacation Year end percentage calculation, it is found that an employee has been overpaid their Vacation entitlement, the Company shall have the right to recoup any Vacation monies paid to the employee in excess of the employee's actual entitlement. Will be recouped within four pay periods unless a there are terms of the repayment reached by mutual agreement between the affected employee and the Company.

9.06 In the event an employee leaves the employ of the Company and has taken their Vacation entitlement, the Company has the right to recoup (including monies owed on the last pay deposit) any Vacation monies paid to the employee in excess of the four and one-half percent



(4 ½ %), six and one-half percent (6 ½ %), eight and one-half percent (8 ½ %), ten and one-half percent (10 ½ %) or twelve and one-half percent (12 ½ %) of the employee's gross earnings paid.

- 9.07 A notice shall be posted by November 1st and the employees shall choose their time off for their annual vacation by departmental seniority by November 30th of the preceding year and the vacation calendar shall be posted by December 1st of each year and will cover the period January 1st – December 31st of the following year.

In the event an employee is absent or otherwise unavailable during the posted period, the employee shall have the right to submit their desired vacation period by written request. The written request must be submitted by November 15th and shall include an employee's vacation request(s). The Company shall post the completed and confirmed vacation schedule sheet on the employee's bulletin board no later than December 1st of each year.

Failure of an employee to choose a vacation period during the posted period or of if an employee is absent or otherwise unavailable during the confirmation period and fails to submit their desired Vacation request(s) in writing by November 15th shall result in the employee being given the choice of openings existing after November 30th.

The period of time taken by an employee for annual Vacation shall be scheduled in accordance with the employee's regular work week and regular days off. The Company agrees that the written confirmation shall identify the employee's last day off and first day on.

- 9.08 All annual Vacations shall be taken within the "Vacation Year" except for where an employee has not attended work due to a WorkSafeBC claim, those vacations must be taken within 10 months of the next year end.

- 9.09 The term "gross earnings" as used for the calculation of Vacation pay, as described within this Collective Agreement, shall include all earnings as defined with the BC Employment Standards Act (by example excluding Tool Allowance, meal allowance, living out allowance and other non-taxable benefits) in the entitlement years described above, including annual vacation pay which the employee received during the entitlement year.

employment may be terminated subject to proper proof of same.

ARTICLE 10 - GENERAL WORKING RULES AND CONDITIONS

- 10.01 The Company and the Union are committed to providing a safe workplace for all employees. It is understood that all employees must abide by the Company's safety policies, and in particular pay attention to the Safety Cardinal Rules

- 10.02 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, the employee will be required to purchase the safety boot at their own expense.

Both the Company and the Union shall give particular attention to the regulations of the Workers' Compensation Act and Mines Regulation Act respecting the setting up of a Safety

Committee, and such Committee shall meet once a month or as often as may be deemed necessary by the Committee on Company time.

- 10.03 It is understood that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of the employee to work or to continue to work in violation of the applicable regulations shall not be deemed a breach of this Agreement.
- 10.04 When an employee meets with a personal accident or injury while on the job, the employee shall be paid their full day's wages for the day of the accident.
- 10.05 (a) The Company shall continue during the term of this Agreement a Safety and Labour-Management Committee operated as at present which shall meet not less often than on a fixed day each month on Company time.
- (b) A Shop Steward or representative of the Safety Committee shall accompany the inspector on all inspections.
- 10.06 Two (2) breaks of ten (10) minutes 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
- 10.07 The Company shall not require any employee covered by this Agreement to work more than five (5) consecutive hours at any one time without granting such employee one half (1/2) hour off work after such period. The lunch period shall be taken either one hour before or one and a half hours after the midpoint of the shift. The Company may stagger lunch period in this time to allow for a continuous operation. Employees required to take a short lunch period of fifteen (15) minutes shall receive one half (1/2) hour's pay for such period.
- 10.08 After ten (10) hours' continuous work and every four (4) hours thereafter, employees shall be entitled to a meal allowance of seventeen (\$17.00) paid on a pay advice. The Company will provide food wherever possible, upon request. This payment will not apply where pre planned extra shifts are worked.
- 10.09 Operators shall not be required to operate any machine which violates Ministry of Energy and Mines, or WorkSafeBC Regulations.
- 10.10 The Company shall continue to pay to a maximum of 160 hours in any calendar year 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 their regular applicable rate of pay and pay for jury duty or similarly for appearing as a Crown witness. It is agreed that employees must make themselves available for work when not required to be in attendance as Crown witnesses or jurors.
- 10.11 (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.

- 10.12 (a) Coveralls shall be supplied to all employees covered by this Agreement, and wherever possible, shall be Union made, bear a Union label, be maintained and delivered by a Company under Agreement with a Local Union of the Teamsters.
- (b) 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.
- (c) Adequate rain gear including approved toe protected rubber boots will be supplied when requested on a once per contract year basis or if returned to the Company in an unusable condition.
- 10.13 (a) In the event of death in an employee's immediate family and upon the request of a regular employee, three (3) straight time eight (8) hour days off work will be paid for by the Company at the time of the notification of death or at the time of the funeral.
- (b) Immediate family shall be defined to include a spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandfather and grandmother. In addition, if the employee is notified of the death while the employee is working, the employee 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. Bereavement leave in the case of spouses, sons or daughters may be extended for a reasonable duration into a leave of absence without pay and will not be unduly withheld.
- (c) Granting of paid bereavement leave for relatives or dependents, other than those described above, shall be at the discretion of the Company and shall not be unduly withheld.
- 10.14 The Company agrees to supply insulated welding gloves for all welders covered by this Agreement.
- 10.15 All on site transportation shall be supplied by the Company.
- 10.16 When an employee working under an agreed training program to upgrade job qualifications starts their day's work they shall not be paid less than their regular rate for the day. If the employee works at a classification of a higher rate for part of the shift, they will be paid that higher rate for actual time worked in that classification. Training programs to upgrade job qualifications and can be up to one (1) year in duration.
- 10.17 If an employee starts their day's work they will not be paid less than their regular rate for the day. If an employee works at a classification of a higher rate for less than two (2) hours they will be paid a minimum of four (4) hours at the higher rate and if an employee works at a classification of a higher rate for more than two (2) hours they will be paid the higher rate for the whole shift.
- 10.18 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 tradesperson rate. If such work is done for two (2) hours or more, they will be paid the tradesperson rate for the whole shift.

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

- 10.19 Forepersons shall act in a supervisory capacity, will not operate equipment but may work with tools in rendering assistance during an emergency.
- 10.20 Should the Company or the Superintendent of Motor Vehicles require licenses for the job an employee is doing, such as air tickets, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee, and the Company shall be required to pay for any examination (including medical), or licenses they require.
- 10.21 An employee who is required to leave their home based establishment to work out of town at jobs in excess of thirty-five (35) miles, and has to stay overnight, will be paid transportation, room and board and eight (8) hours' pay for each twenty-four (24) hours travelled at straight time.
- 10.22 Travel time and travel allowances, not otherwise provided for in this Agreement, when an employee is required to leave their home based establishment to work on out of town jobs, will be by mutual agreement between the Company and the Union.
- 10.23 In the event an employee is asked to use their own vehicle for transportation, the employee shall receive the maximum tax-free automobile allowance rate allowable under Canada Revenue Agency Regulation.
- 10.24 The Company shall provide, at its expense, tool and tool box insurance coverage to each eligible maintenance tradesperson, including apprentices, for losses from break-in thefts or fires on Company property. In order to be eligible for coverage, a maintenance tradesperson or apprentice must provide the Company with a brand name inventory of her or his tools on a form supplied by the Company.

If a maintenance tradesperson or apprentice alters, modifies, or destroys (a) personal tool(s) at the request of the Company or if a maintenance tradesperson or apprentice has proven loss of (a) tool(s) when performing her or his work, the Company shall replace such tool(s) at no cost to the employee, brand for brand, make for make. In order to be eligible for this tool replacement, a maintenance tradesperson or apprentice must provide the Company with a brand name inventory of her or his tools on a form to be supplied by the Company.

- 10.25 The Company shall pay to each eligible electrician, heavy duty mechanic, millwright, or welder, or apprentices in these trades, the sum listed in Appendix "B". To be eligible for the Tool Allowance, an employee must make an application on a form supplied by the Company before October 1st of each year, must possess the tools required by the tool list in Appendix "B", must have worked one thousand (1,000) hours in the calendar year, and must be an active employee on October 1st. This amount shall be paid by separate pay advice by the fifteenth (15th) day of October in each year of this Agreement. Tool Allowance payments do not form part of the vacation payment calculation

10.26 First Aid Ticket

- (a) Three employees will be selected to provide plant First Aid coverage (two appointed and one alternate) and will be paid a premium of one dollar (1.00) per hour in addition to their classification rate. A Level 2 ticket is required for this role.

To encourage first aid coverage, the Company will pay the Industrial First Aid training course fee in advance for selected employees.

- (b) The Company will pay for daily straight time hours at the employee's classification rate to a maximum of forty (40) hours, while the selected employee is attending a certification renewal course which results in time lost from their normal work.

"Time Lost" - payment for an employee's initial or first time training will be made upon successful completion.

10.27 Boot Allowance

The Company will subsidize non-probationary employees for the purchase of CSA approved safety boots to a maximum of two hundred dollars (\$200.00) once per calendar year.

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, which will be known as Company Seniority. The Company shall forward a copy of this list to the Union as soon as it is posted. New employees shall be added to the seniority list after 480 working hours.

11.02 The seniority system shall operate as separate seniority for Sechelt and the Lower Mainland Distribution; this will be known as Site Seniority. A third level of seniority (maintenance and production) will apply and will be known as Departmental Seniority. The Company, when laying off employees, shall lay them off in reverse order of their seniority, first according to the effected department using their department seniority, subject to qualifications. If an employee cannot maintain a position in their department they will go to the labouring pool. When laying off in the labouring pool, it shall be by reverse order according to their site seniority. No employee can hold department seniority in more than one department. The reverse shall apply when recalling employees from lay off. (See Letter of Understanding #4)

A Shop Steward may be involved in the planning of layoffs.

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 480 working hours. The Company will complete and discuss the evaluation form at 160 and 320 working hours with the employee. A copy of these forms will be sent to the Union Office.

11.05 The Company shall post and keep posted for not less than one hundred and twenty (120) hours or five (5) consecutive calendar days in a conspicuous place at the site, notice of vacant positions or new positions. Any position that is created that is expected to last longer than one calendar month shall require a posting. Site employees of the Company covered by this Agreement may apply for any such vacant or new positions and the Company shall

fill such positions with the applicant employee who has the greatest site seniority provided that such employee is reasonably competent to do the work. It is understood that training will not be posted.

The successful applicant shall be on probation in their new job for 168 working hours. If the employee does not make satisfactory progress they shall be returned by the Company to their original position and maintain full posting rights. If the Company believes the employee has made satisfactory progress, but the employee chooses to return to their original position, the employee shall be disqualified from postings of any kind for two (2) full years.

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

11.06 Seniority of an employee shall be completely lost if the employee:

- (a) quits;
- (b) is discharged;
- (c) is laid off or terminated for lack of work upon completion of probation period but shall retain their seniority for either a period of twelve (12) months from the date of layoff if the employee has two (2) or more years of seniority, or a period of six (6) months from the date of layoff if the employee has less than two (2) years seniority.
- (d) works for another employer while absent from their employment with the Company when the employee is on official leave of absence, except when the Company approves such other work in writing.
- (e) if the employee is recalled to work and fails to report within ten (10) days from mailing of notice.

11.07 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) if a laid off employee is called back to work with the Company within their right to recall period, there shall be deemed to have been no break in such an employee's service with the Company by reason of such layoff.

11.08 Seniority shall be maintained but not accumulated during:

- (a) temporary illness or non-occupational accident exceeding one hundred and eighty (180) days.
- (b) employees elected to Municipal, Provincial or Federal Office for the duration of the term.

11.09 If work is not available and an employee is required to stand by for more than two (2) consecutive shifts, or no work is available due to inclement weather, the employee, at their option, shall be given access to their vacation bank.

11.10 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 when their employment is permanently discontinued due to lay off.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The procedure for resolving differences between the parties during the term of this Agreement concerning the interpretation, application, operation or alleged violation of this Agreement shall be as follows:

- (a) The employee shall first discuss the difference with their supervisor in an attempt to resolve the matter. Should the difference not be resolved, the employee may then file a grievance.
- (b) An employee shall file their grievance in writing within seven (7) days of their having an opportunity to become aware of the grievance. This time limit is mandatory and if it is not complied with (provided it has not been waived by the parties) the grievance shall be deemed to be abandoned.
- (c) The immediate supervisor, the employee and the Shop Steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of it being filed, the grievance may be referred to the site manager.
- (d) The site manager or their designate, in the event the site manager is absent, and a representative of Human Resources and the Union shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) days of it being referred to the site manager, it shall be referred to either Section 104 of the Labour Relations Code or by mutual agreement of both parties to the Canadian Joint Grievance Board Inc., or to an Arbitrator.
- (e) The Company shall have the right to file a grievance on its own behalf should the need arise. Such grievance shall be set forth in writing and filed with the Union's representative in step (d) above.

12.02 In the event of disagreement after compliance with the aforementioned, the grievance shall be submitted in writing and referred to an Arbitrator.

In the event that the said representatives fail to reach a satisfactory settlement within seven (7) days after the difference was submitted to them, or within such longer time as the parties agree to, then it shall be referred to an Arbitrator, as follows:

(a) The Arbitrator 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 arbitrator, provided the time may be extended by agreement of the parties.

The Arbitrator shall deliver their award in writing to each of the parties 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, and one half (1/2) of the compensation and expenses of the Arbitrator and of stenographic expenses.

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

(a) Questions as to wrongful dismissal of employees covered by this Agreement.

(b) Questions as to variations of an employee's terms of employment contained in this Agreement.

12.04 If an employee is found by an Arbitrator to have been wrongfully dismissed by the Company, such Arbitrator 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.

If the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights, benefits and privileges which they would have enjoyed if the suspension or discharge had not taken place, AND PROVIDED THAT the Arbitrator, if circumstances are established before it, which in the opinion of the Arbitrator, makes it just and equitable to do so, shall have the authority to order the Company to pay less than the full amount of wages lost.

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

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

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

12.05 A discipline document in an employee's file will be considered active for reference purposes for up to two working years as long as no other discipline occurs in such period. If other discipline occurs in such period, then the original document remains active until a new two-year period without discipline is achieved. If the discipline results in a suspension, it will

remain active for three (3) working years unless such period is broken by other discipline then it will start over again. The exception is a suspension that results from the breach of a Cardinal Rule which will remain active for five (5) years unless such period is broken by other discipline then it will start over again.

ARTICLE 13 – OPERATING ENGINEERS BENEFITS AND PENSION PLANS

13.01 The Company shall make contributions at the rate of two dollars and forty-five cents (\$2.45) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to a maximum of one hundred and thirty-five (135) hours per month to the Operating Engineers Benefits Plan.

Employees who realize they will be paid less than one hundred and thirty-five (135) hours in a month will have the option to request the utilization of their BOT hours to get them to the one hundred and thirty-five (135) hour contribution cap. The employer will pay the contribution rate for BOT hours at the time of use only when applied against a shortfall in the one hundred and thirty-five (135) hour per month contribution cap.

13.02 The Company shall make contributions at the rate of four dollars and fifteen cents (\$4.15) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

13.03 A Board of Trustees composed of eight (8) representatives appointed by the Union shall control the Operating Engineers Benefits and Pension Plans.

The Company's liability to the plans is limited to the amount that the Company is contractually required to contribute to the Benefits and Pension Plan.

The Company is required to report on the forms provided by the Benefits and Pension Plan Office. The Union will provide advanced notice to any changes to the form.

Contributions must be forwarded by the Company to the Operating Engineers Benefits 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 this plan in conformity with this Section of the Agreement, the Union is free to file a grievance consistent with the terms of this Collective Agreement and report the failure to the BC Financial Services Authority.

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 Plan.

The Benefits or Pension 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 their intentions to audit and to make the necessary arrangements for the time and place.

Payments to the Benefits and Pension Plan shall be made by cheque, payable at par at the Municipality of Burnaby, Province of British Columbia, to the Operating Engineers' Benefits and Pension 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 When there is a loss of pay because of illness, the Company will pay to the employee the daily rate of the Operating Engineer's weekly indemnity plan (one fifth (1/5th) of the weekly rate). This is to cover the three (3) waiting days once a claim is established.
- 13.05 Employee Retirement: The employee will provide the Company three (3) months' notice of their intent to retire.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01 The Company shall notify the Union at least one (1) month in advance of any technological change.
- 14.02 The Company shall pay to each employee with five (5) or more years of service, severance pay, in the amount of one (1) week's pay for each year of service when their employment is permanently discontinued due to automation or technological change or for the sale, lease, transfer, or job redundancy.

In each case the employee shall have the opportunity to work (providing the employee has the seniority) at another classification. Should training be required up to twenty (20) working days will be allowed.

The acceptance of Severance Pay shall remove all rights of recall.

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 Schedule 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 April 1, 2021 to and including October 31, 2023, 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, 2021, 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 gives notice of lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

The operation of Section 50, Sub Section 2 and 3 of the Labour Code of British Columbia is hereby excluded.

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ARTICLE 17 - RETROACTIVE PAY

17.01 It is agreed and understood that all retroactive pay and Benefits Plan contributions shall be paid in full within thirty (30) days from the date of signing.

This shall apply to all present and retired employees.

All past employees shall have their retroactive cheques mailed to them, or if returned undelivered, to the Burnaby Office of the Union for distribution. Unclaimed cheques shall be returned by the Union to the Company ninety (90) days thereafter.

ARTICLE 18 - PUBLIC RELATIONS

18.01 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 progress. Each party hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

Signed this 21st day of December, 2021

LEHIGH MATERIALS, A DIVISION OF
LEHIGH HANSON MATERIALS LIMITED
(SECHLT, LOWER MAINLAND DEPOTS
AND MARINE MAINTENANCE)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

REDACTED

REDACTED

**APPENDIX "A":
SPECIAL PROVISIONS AND WAGES**

	Apr. 1, 2021	Apr. 1, 2022
	3.0 %	3.0 %
Maintenance:		
Working Lead Hand	\$41.48	\$42.72
Electrician	\$40.70	\$41.92
Journeyman (with TQ)	\$40.42	\$41.63
Journeyman (no TQ)	\$39.35	\$40.53
Welder (C) ticket	\$36.48	\$37.58
Warehouse Person	\$36.71	\$37.81
Production:		
Foreperson	\$40.79	\$42.01
Working Lead Hand	\$40.63	\$41.85
Mobile Equipment Operator	\$38.75	\$39.91
Ship loader	\$38.76	\$39.92
Plant Operator	\$38.18	\$39.33
Haul Truck Driver	\$36.32	\$37.41
Truck Driver	\$33.89	\$34.90
Labouring Pool	\$32.98	\$33.97
Small mobile equipment (skid steer, compactor)	\$34.44	\$35.48
Crane Operator (Marine)	\$48.07	\$49.51
Mechanics, Millwrights Welders (Marine)	\$47.38	\$48.80
Mobile Equipment, Scow Conveyors, Boom Trucks, Telescoping or Counter Balance Forklift Operators (Marine)	\$46.07	\$47.75

1. If supervision is required by the Mines Code and is not being completed by a staff supervisor or manager, a Working Lead Hand will be appointed by the Company to satisfy the supervision requirements for the given working hours. The appointed Working Lead Hand will have the necessary supervisory certificate as per the Mines Code.

APPENDIX "B":

TOOL LIST/TOOL FUND

1. Tool list for journeyman mechanics, electricians and welders are on file with the Company and the Union.
2. Minimum qualifying hours as a tradesperson is one thousand (1,000) hours in the calendar year. The tool fund amount will only be paid to actively employed persons as of October 1.

Separate lists identifying the minimum tool complement will be created and used.

The current qualifying hours and monetary practice will be maintained for journeyperson hired before April 01, 2001.

When a tradesperson alters, modifies or destroys a personal tool(s) at the request of the Company and/or where the tradesperson has proven loss of a tool(s) when performing their work, the Company shall replace such tool(s), at no cost to the employee, brand for brand, make for make.

Tool list for journeyperson - heavy duty mechanics/millwrights, electricians and welders are on file with the Company and the Union. List to be verified after application is made for payment

Classification and Rates:

Heavy Duty Mechanic/Millwright/Apprentice - \$650

Electrician/Apprentice - \$375

Welder/Apprentice - \$195

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS
LIMITED (SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)

(Hereinafter called the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(Hereinafter called the "Union")

The following is the agreed to provisions guiding the "Standing Committee" referred to in new Article 2, Section 3.

This committee will consist of the Shop Steward and a person from a different department (operations and/or trades as necessary) and the local manager. They will meet as required, but no less than quarterly. They will plan and resolve issues of:

- contracting out
- lay offs
- new hires
- training
- technological change

This committee may add members, if this is necessary, to resolve an issue (specialists, Business Representatives, management).

Signed this 21st day of December, 2021

LEHIGH MATERIALS, A DIVISION OF
LEHIGH HANSON MATERIALS LIMITED
(SECHELT, LOWER MAINLAND DEPOTS
AND MARINE MAINTENANCE)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

REDACTED

REDACTED

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS
LIMITED (SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)

(Hereinafter called the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(Hereinafter called the "Union")

Re: Article 2 (2) Selection Process

The Union will refer available members to the Company. For a Union member attempting to be hired at Lehigh Materials they must do the following:

- Complete a Company application form in full.
- Satisfactory completion of at least one behavioural interview.
- Provide suitable referencing with at least two previous employers.
- Do the PI – Predictive Index (this test may change after its trial).
- Satisfactorily accomplish the Company medical.

The selection standard for a Union member is to "select the first referral who has the skills, abilities, qualifications and experience to do the job."

When job qualified Union members are not available outside candidates must also complete the same five steps in the selection process. Their selection standard would be "select the candidate who has the very best skills, abilities, qualifications and experience to do the job."

Signed this 21st day of December, 2021

LEHIGH MATERIALS, A DIVISION OF
LEHIGH HANSON MATERIALS LIMITED
(SECHELT, LOWER MAINLAND DEPOTS
AND MARINE MAINTENANCE)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

REDACTED

REDACTED

LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS
LIMITED (SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)

(Hereinafter called the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(Hereinafter called the "Union")

Re: Potential Shift Start Time Modifications

The potential exists for crews on the same shift to have different start times and that these start times may need to vary more than the current two and one half (2.5) hours prior to the end of the previous shift. During the term of this Collective Agreement, should the need arise, the Company and the Union will meet and ensure weekly start times are resolved in a practical manner.

Signed this 21st day of December, 2021

LEHIGH MATERIALS, A DIVISION OF
LEHIGH HANSON MATERIALS LIMITED
(SECHELT, LOWER MAINLAND DEPOTS
AND MARINE MAINTENANCE).

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

REDACTED

REDACTED

LETTER OF UNDERSTANDING #4

BY AND BETWEEN:

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS LIMITED (SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)

(Hereinafter called the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(Hereinafter called the "Union")

Re: Seniority

For all employees on the Company Seniority List as of April 01, 2001 there will be no application of Departmental Seniority for lay off or recall from lay off. Only these noted employees can continue to apply their previous training to a posting to avert a lay off while exercising their Site Seniority.

Signed this 21st day of December, 2021

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS LIMITED (SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

REDACTED

REDACTED

LETTER OF UNDERSTANDING # 5

BY AND BETWEEN:

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS
LIMITED (SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)

(Hereinafter called the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(Hereinafter called the "Union")

Apprentices will be considered as a separate classification for layoff purposes until they are certified. The Company will retain an apprentice with less seniority than a journeyman in the event of layoff as long as the apprentice to journeyman ratio of 1:4 is maintained within the trade. No journeyman with greater than four (4) year's seniority shall be laid off as a result of this provision.

Company will pay apprentices while at school within six (6) month after layoff. The apprentice will be reimbursed his lost wages while attending trade school upon return to employment. In the event the employee is not called back to work in his recall period, such employee shall be reimbursed lost wages for attending trade school if not previously paid.

- (a) The length of the Apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the industry Training and Apprenticeship Commission or in this schedule.
- (b) Any registered Apprentice, who, as a requirement of his apprenticeship attends school, shall be paid regular wages by the Company, based on a forty (40) hour week, while attending school. This pay shall only apply for a maximum of ten (10) weeks appropriate for their red seal trade in each calendar year and the amount of any Government grant received by such an Apprentice shall be deducted there from.
- (c) The number of Apprentices employed shall be based on a percentage of the journeyman with TQ wage rate and where applicable the following scales shall apply:

Four-year contract of Apprenticeship

1st 6 months – 60% of Journeyman Rate
2nd 6 months – 65% of Journeyman Rate
3rd 6 months – 70% of Journeyman Rate
4th 6 months – 75% of Journeyman Rate
5th 6 months – 80% of Journeyman Rate
6th 6 months – 85% of Journeyman Rate
7th 6 months – 90% of Journeyman Rate
8th 6 months – 95% of Journeyman Rate

Employees that are employed for at least two (2) calendar years and accept an apprenticeship shall have their rate set at 80% of Journeyman Rate until they qualify for 85% of Journeyman Rate by working through their 5th 6 month apprenticeship period.

- (d) An Apprentice shall not receive further percentage increments without having passed the required training modules and having served his required time on the job.
- (e) The Parties hereby agree the apprentices indentured to the Apprenticeship program are required to pass all the prescribed courses in order to be paid as per this Letter of Agreement.
- (f) If an apprentice must live away from their normal residence in order to attend school, a non-taxable allowance of \$50 per school day will be paid. The apprentice must get approval in advance from the Manager and prove attendance at school. This money will be paid upon successful completion of that year's schooling through the expense procedure.

The allowance for each year of school attendance will be forgiven by the Company for each full year worked as a journeyman once they have completed their apprenticeship. Should the employee not work the required full years as a journeyman the outstanding amount will be deducted from their pay upon leaving. If the apprentice has other sources of living allowances, this LOU will not apply.

Signed this 21st day of December, 2021

LEHIGH MATERIALS, A DIVISION OF
LEHIGH HANSON MATERIALS LIMITED
(SECHLT, LOWER MAINLAND DEPOTS
AND MARINE MAINTENANCE)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

REDACTED

REDACTED

LETTER OF UNDERSTANDING # 6

BY AND BETWEEN:

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS
LIMITED (SECHELT, LOWER MAINLAND DEPOTS AND MARINE MAINTENANCE)

(Hereinafter called the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(Hereinafter called the "Union")

Clarification on Letter of Understanding # 5 for item (b)

The Union and the Company agree that when an apprentice is attending school and receiving SUB benefits, the employee will receive 95% of their normal weekly earnings (EI and SUB combined) as per the registered SUB Plan:

1. This SUB plan covers the following workers; Union employees of Lehigh Hanson Materials Limited in the classification of trades apprentice.
2. This plan supplements EI benefits received by workers for unemployment caused by their required attendance at schooling.
3. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under this plan.
4. SUB is payable at 95% of the employee's weekly earning while the employee is serving the one week EI waiting period.
5. The plan provides the EI benefit rate (gross amount) and the SUB payments will equal 95% of the employee's weekly earnings.
6. The SUB benefit will be paid for the following number of weeks: electrical apprentice - 10 weeks, millwright apprentice - 7 weeks, heavy duty mechanic apprentice - 7 weeks and welding apprentice - 6 weeks.
7. The Company's general revenues finance the SUB plan, and records will be kept of all payments.
8. The duration of this SUB plan is April 1, 2021 to October 31, 2023. Any plan change will be communicated to HRDC within 30 days of the change.
9. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under this plan.

SUB Plan for Lehigh Materials, a division of Lehigh Hanson Materials Limited – Educational Grade/Term Completion Bonus

- For any apprentice who completes the school term and achieves a final grade of 75% or better, the Company will pay a bonus to the worker. The calculation of this bonus will be 5% of their current hourly rate X 40 hours X the number of weeks spent in school.
- This amount will be paid when the apprentice confirms that they have completed the term. The apprentice must forward a written copy of their final grade to the Company as soon as it is received. **NOTE** – If the apprentice fails to provide their final grade to the Company, this will delay the bonus for the next term of schooling, and may impact the next scale wage increase.

Signed this 21st day of December, 2021

LEHIGH MATERIALS, A DIVISION OF
LEHIGH HANSON MATERIALS LIMITED
(SECHELT, LOWER MAINLAND DEPOTS
AND MARINE MAINTENANCE)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

REDACTED

REDACTED

LETTER OF UNDERSTANDING # 7

BY AND BETWEEN:

LEHIGH MATERIALS, A DIVISION OF LEHIGH HANSON MATERIALS
LIMITED (MARINE MAINTENANCE)

(the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(the "Union")

(collectively referred to herein as the "Parties")

RE: Terms and Conditions for the Marine Maintenance Division

1. The employees listed in the Memorandum of Settlement shall be grandfathered into the terms and conditions of this letter of Understanding. All other terms and conditions of the Lehigh Materials, A Division of Lehigh Hanson Materials Limited (Sechelt and Lower Mainland Depots), Collective Agreement shall apply. This Letter of Understanding will be renewed by both Parties at the expiry of every proceeding Collective Agreement until all of the members named in the Memorandum of Settlement have left the employ of the Company.

ARTICLE 1 - OBJECTIVES AND INTERPRETATION

1. Application

The Parties agree to amend the certification with the Labour Relations Board to include the Marine Maintenance Department.

ARTICLE 8: GENERAL HOLIDAYS (EMPLOYEES HIRED ON OR BEFORE JANUARY 1, 2018)

All current employees shall be "red circled" for the following holidays: Friday prior to British Columbia Day and Friday prior to Labour Day for current employees; new employees as per Collective Agreement.

ARTICLE 9: VACATIONS (EMPLOYEES HIRED ON OR BEFORE JANUARY 1, 2018)

All current employees shall be "red circled" and continue to receive 12% Annual Vacation and Holiday Pay. When the current employees have earned the length of service required



they shall receive Annual Vacation and Holiday Pay as outlined in the Collective Agreement; new employees as per Collective Agreement.

ARTICLE 11 - SENIORITY

1. The seniority system shall operate as separate seniority for Marine Maintenance Department; this shall be known as Marine Maintenance Seniority. The seniority system for Marine Maintenance shall operate separately and the determining factor for laying off and recalling employees shall be based on length of service first and qualifications second; subject to proof of qualifications.

ARTICLE 13: OPERATING ENGINEERS BENEFITS AND PENSION PLANS

13.01 Benefits Plan:

The Company will make contributions for the Benefits and Pension Plans as follows:

Effective the date of ratification the Company shall make contributions at the rate of two dollars and forty-five cents (\$2.45) per hour for which wages are earned hereunder to each employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

This contribution will be based on hours worked, i.e. straight time contributions.

13.02 Pension Plan: (Employees hired prior to April 1, 2021)

Effective date of ratification, the Company shall make contributions at the rates of seven dollars (\$7.00) per hour for which wages are earned hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

This contribution will be based on hours earned, i.e. double time = double contributions

APPENDIX "A": SPECIAL PROVISIONS AND WAGES

A.01 Forepersons:

If the Company works two (2) or more employees on the Maintenance Crew, one (1) Operating Engineer foreperson shall be employed at ten percent (10%) per hour over the hourly rate of the highest Operating Engineers classification under their supervision.

When Operating Engineers forepersons are required on other types of work, the Operating Engineer foreperson shall be paid at ten percent (10%) per hour over the hourly rate of the highest Operating Engineers classification under their supervision.

A.02 Crewing Clause:

All equipment shall be crewed as provided in Schedule of Classifications or when an Operating Engineer requires assistance in addition to any that must be provided for, the Operating Engineer will be assisted by an employee covered by this Agreement.

A.03 Equipment Assembly and Repair:

It is agreed that the assembling, dismantling, servicing and repairing of the Company's equipment described in the Schedule of Classifications or falling within the jurisdiction of the Operating Engineers will be performed by members of the Operating Engineers Union. Upon request from the Company the Union may issue permits for service providers who are not signatory to the Union.

SCHEDULE OF CLASSIFICATIONS AND HOURLY WAGE RATES

Wages: All monetary increases shall be retroactive to April 1, 2021, as indicated below including holiday pay. The increase shall be calculated by multiplying the percentage increase and the base wage for all years.

- Increases may be allocated to the Pension and Benefit Plans at the discretion of the Union and shall be deducted after the base wage and percentage increase calculation.

Signed this 21st day of December, 2021.

LEHIGH MATERIALS, A DIVISION OF
LEHIGH HANSON MATERIALS LIMITED
(SECHELT, LOWER MAINLAND DEPOTS
AND MARINE MAINTENANCE)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

REDACTED

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