

COLLECTIVE AGREEMENT

BETWEEN:

LAFARGE ASPHALT TECHNOLOGIES

A Division of Lafarge Canada Inc.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

March 1, 2021 to February 29, 2024

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COLLECTIVE AGREEMENT BETWEEN:

LAFARGE ASPHALT TECHNOLOGIES A Division of Lafarge Canada Inc.

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter called the "Union")

PARTY OF THE SECOND PART

PREAMBLE

Throughout the Collective Agreement, except where specifically stated to the contrary, a word used in the masculine gender or the feminine gender and a word used in the singular or the plural in the provisions of this Agreement, shall be considered to apply to all employees equally. Furthermore the term "employees" or "employee" where herein used shall mean any workers or worker covered by this Agreement.

ARTICLE 1: INTERPRETATION

- 1.01 The headings of each Article of this Agreement may be referred to in the interpretation of the various sections thereunder and this Agreement shall be interpreted as a whole.
- 1.02 In the event that any word, phrase, sentence, section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.03 This Agreement shall apply to all employees of the Employer when engaged in the classifications listed in Appendix "A" and employed in or at the Employer's plants located at 2300 Rogers Avenue Coquitlam B.C., 966 Maughan Rd. Nanaimo B.C. and other such plants as the Employer may activate.

ARTICLE 2: UNION SECURITY

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

When job qualified Union members are not available, the Employer may obtain employees elsewhere, it being understood employees so hired shall meet tradesperson and Union qualifications. Before employment commences, these employees shall obtain a Work Permit from the Union which is paid monthly to the Union, and hold for a minimum of thirty (30) days. After a minimum of thirty (30) days, the employee will make application to become a member of the Union or be replaced by job qualified Union members when available.

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

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 Union as being available for employment. A member quitting the Employer will not be eligible for re-hire on to the same project under the name-request provision. Such name-requests to originate with the superintendent or at the Employers headquarters, at the time of the pre-job conference or after consultation with the local Union.

When the Employer transfers employees to other projects, they will notify the Union.

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 the employee's employment with the Employer, 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 Employer shall, upon notification in writing from the Union, discharge such employee forthwith.

2.03 The Employer agrees to deduct and remit to the Union any monthly dues, fees and/or assessments levied by the Union (done in accordance with the Union's By-Laws), on behalf of each and every employee covered by the certification. All monies shall be submitted in a format acceptable to the Union.

2.04 All equipment used by the Employer whether owned by the Employer or otherwise and the operation of which is traditionally the jurisdiction of the Operating Engineers, Local 115, shall be operated by a member of the bargaining unit and the general day to day repairs of such equipment will continue to be performed by a member of the bargaining unit.

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

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

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

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

2.07 Shop Stewards

(a) Shop Stewards shall be recognized by the Employer and shall not be discriminated against. The Employer 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.

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

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

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

ARTICLE 3: SENIORITY

3.01 Seniority shall be based on the length of service an employee has been within the bargaining unit on the Employer's payroll.

An employee shall lose all seniority rights for any one (1) or more of the following reasons:

(a) Voluntary resignation

(b) Discharge for cause

(c) Failure to return to work after being recalled as described in 3.05;

(d) Expiration of the employees recall rights where an employee is laid off for greater than nine (9) months or the employee accepts severance in accordance with Article 14.03.

3.02 Probationary Period

(a) All new employees shall serve a probationary period of sixty (60) worked days. Should an employee be laid off or unavailable during this period, the employee's probationary period shall cease to run. A probationary employee may be dismissed at any time during this period, at the Employer's discretion with reasons provided.

(b) A probationary employee shall not exercise seniority rights during the "probationary period". Upon successful completion of the probationary period, the employee's seniority shall date from the day of hire.

- (c) Within the probationary employee group where vacancies occur, the Employer shall call in probationary employees according to their date of hire and the principle of last man off, first man on shall prevail. The principle of "last on first off" shall apply in the event of a reduction of the work force.

3.03 Seniority lists showing the employee's name, seniority number, hire date and seniority date, shall be posted by the Employer on the bulletin board and will be updated when changes are necessary. The Shop Steward and the Union office shall also be supplied with a seniority list whenever there is a change or requested by the Union.

3.04 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority, subject to qualifications, skill and ability. That is, the employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay-offs shall not be used for discipline or discharge purposes.

3.05 When vacancies occur, the Employer shall rehire laid off employees according to their seniority with the Employer, beginning with the most senior employee and proceeding in turn thereafter, subject to qualifications, skill and ability.

Recalled employees will be contacted using the contact phone number on file and will have forty-eight (48) hours to report. Where the employee does not answer the phone, a message will be left for the employee and they shall have twenty-four (24) hours to respond to the Employer. Where the Employer is unable to make contact with the recalled employee, written notice shall be sent by "registered mail". It shall be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where they may be contacted. The Employer shall also provide a copy of such notice to the Union when the forty-eight (48) hour notification is issued. An employee who has been laid-off and fails to return to work within forty-eight (48) hours after receiving written notice at the address provided to the Employer, shall lose their seniority and shall be terminated.

3.06 An employee, who has been terminated in accordance with 3.01 shall have all monies owing paid to them and they shall be supplied with a Record of Employment (if not done previously).

3.07 Occupational or Non-Occupational Injury or Illness

(a) Seniority shall continue when an employee is off work due to an occupational or non-occupational injury or illness.

(b) When an employee incurs a compensable injury and/or illness as covered by the WorkSafe BC, the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.

(c) When an employee who has been off work due to illness, non-occupational or occupational injury, and has not returned to work after either exhausting the wage replacement coverage benefit or, in the event of a compensable injury, fails to return to work after receiving clearance to return to work by the WorkSafe BC then, it shall be the sole responsibility of that employee to notify the Employer of the situation preventing him from returning to work.

(d) Where an employee suffers from an illness or non-occupational injury or an occupational injury and/or occupational illness, the employee shall resume their

regular duties when they receive clearance to return to work by their doctor and/or WorkSafe Where the employee is advised by the doctor and/or WorkSafe BC that they should have a different type of work load, the Employer shall endeavour to facilitate this condition of employment, if the Employer has such work available. The employee shall not suffer any loss of seniority and/or benefits but may be required to accept the rate of pay of the classification of work performed because of the accommodation.

ARTICLE 4: NEW CLASSIFICATIONS

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

In the event that the Employer 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 5: WAGES

- 5.01 The Employer 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.

- 5.02 The Employer shall provide every employee covered by this Agreement with an itemized statement, by electronic payroll, in respect of all payments made to such employee by the Employer. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates of wages applicable, and all deductions made therefrom.

- 5.03 Employees shall be paid every second Friday, all wages earned by the employee to the day not more than six (6) days prior to the date of payment.

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

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

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 The union recognizes the right of the Employer in the management of its plants and the direction of its working forces, including the right to hire, select, promote and transfer, suspend or discharge an employee for cause, subject of the right of the employees concerned to lodge a grievance in the manner and to the extent herein provided. The union further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities, including methods, processed, delivery of product and means production handling. However, nothing in any of the provisions of this Article shall in any way limit, void or affect the other provisions of this Agreement.

ARTICLE 7: HOURS OF WORK AND OVERTIME

7.01 Hours of Work

The start of the work week shall be Monday on or after 0000 (midnight).

The work week for all employees shall be defined as no more than five (5) eight (8) hour straight time shifts worked Monday to Friday otherwise overtime rates of pay shall apply.

7.02 Shifts

The Employer at its discretion may stagger start times among each crew (production and maintenance).

- (a) Day shift shall commence between the hours of 0400–1359 hrs.
- (b) Where an afternoon shift is required, the shift shall commence between the hours of 1400 – 2159 hrs. and employees shall be paid a shift premium of ten percent (10%) per hour for all hours worked at straight time rates.
- (c) Where a graveyard shift is required, the shift shall commence between the hours of 2200 – 0359 hrs. and employees shall be paid a shift premium of twenty percent (20%) per hour for all hours worked at straight time rates.
- (d) Any shift commencing on one (1) day and continuing into the next day shall be considered as work performed on the day on which the shift commences.

The exception shall be where an employee “works” two (2) shifts on the same day, the second (2nd) shift worked shall be paid as if the shift commenced on the following day.

Shifts may be rotated, as approved by the Union and Employer.

If employees are not required to report for work the next day, the employee shall be notified prior to the end of the employee’s shift the previous day. An employee shall not be required to report for work until scheduled and shall be provided with a minimum of four (4) hours’ notice of their start time.

- 7.03 All hours worked outside the employee’s scheduled shift, Monday to Friday shall be paid at one and one-half (1 1/2) times the employee’s hourly rate up to eleven (11) hours worked per day. All work performed beyond eleven (11) hours per day shall be paid at two times (2X) the employee’s hourly rate of pay.

All work performed on Saturday, except as described in Article 7.02(d), shall be paid at time and one-half times (1 1/2X) the employees hourly rate of pay for the first eleven (11) hours worked on Saturday. All work performed beyond eleven (11) hours on Saturday shall be paid at two times (2X) the employee’s hourly rate of pay.

All work performed on Sundays or General Holidays shall be paid at two times (2X) the employee’s hourly rate of pay. Article 7.02(b)(c), shift premiums, shall not apply to in these circumstances.

7.04 Guarantee

Any employee who is called out to work on any day and work commences, shall be paid not less than eight (8) hours' wages except where the employee elects to leave before the completion of eight (8) hours worked. Any employee who is called out to work, and does not commence work due to factors beyond the employee's control, shall be paid not less than two (2) hours wages at the employees applicable rate of pay.

Where an employee has completed their scheduled shift and has agreed to return to work for a call out, they shall be paid a minimum of four (4) hours at the applicable overtime rates.

7.05 Break between shifts

Eight (8) hours shall be the minimum break between an employee's finishing time and following shift starting time, otherwise overtime rate of two times (2X) the employees hourly rate of pay shall prevail. This Article shall not apply where an employee has agreed to a call out, as referenced in Article 7.04, of four (4) hours or less.

7.06 Saturday and Sunday Coverage

The Employer will first ask for volunteers to work overtime on Saturdays and Sundays. Where there are insufficient volunteers the least senior qualified employee will be required to work.

ARTICLE 8: ANNUAL VACATIONS AND GENERAL HOLIDAYS

8.01 Vacation Allowance

<u>Years of Service</u>	<u>Length of Vacation</u>	<u>Payment (whichever is greater, subject to Article 8.02)</u>
Less than 1 year	2 weeks	2 full weeks or 4% annual gross earnings
In 2nd year to 3rd year	2 weeks	2 full weeks or 4% annual gross earnings
In 3rd year to 5th year	3 weeks	3 full weeks or 6% annual gross earnings
5 years to 10 years	4 weeks	4 full weeks or 8% annual gross earnings
10 years and over	5 weeks	5 full weeks or 10% annual gross earnings

Commencing on January 1, 2019 additional floating vacation day(s) will be provided to eligible employees according to the following:

15 years to 19 th year	1 floating day	Eight (8) hours per day
20 years and over	2 floating days	Eight (8) hours per day

Floating vacation days may not be carried over, therefore they must be taken or will be paid in the year they are granted.

8.02 Employees shall be required to have worked a minimum of nine hundred (900) hours in the previous year in order to qualify for the full two (2) week, three (3) week, four (4) week five (5) week (including any additional floating vacation days). This Article 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 entitlement they would

otherwise be entitled to for that vacation year, but shall then be required to requalify by working the minimum of nine hundred (900) hours in the following year, to be paid their vacation pay as set out in Article 8.01.

- 8.03 (a) Employees shall take their annual vacation within the calendar year they are entitled to the said vacation.
- (b) Employees shall choose their time off for their annual vacation by seniority.
- (c) The Employer shall post a vacation calendar for the benefit of the employees.

The deadline for an employee submitting their vacation requests shall be by March 30th of each year, after which date, the received vacation requests shall be final and the granting of Vacation shall be confirmed by April 15th regardless of seniority. Thereafter the granting of Vacation requests by the Employer shall be on a first come first served basis.

- (d) Employees shall be entitled to take their vacations in full two full week periods or in accordance with Article 8.03(g) with the understanding that employees can request additional time in writing and any such request will not be unreasonably denied.

Where an employee is off work on vacation for period of seven (7) calendar days or longer and a General and/or Proclaimed Holiday(s) falls during this vacation period, the employee shall choose and receive one of the following;

- (i) the employee's first (1st) scheduled week day/days following their annual vacation as additional day/days off with pay, or
- (ii) another day's wages, or
- (iii) another day/days off with pay. Upon request, the lieu day(s) will be taken in conjunction with the employees next set of scheduled days off providing operational requirements are met.

Otherwise, another mutually agreed day may be requested and confirmed within three (3) business days of such request. Any such request shall not be unreasonably denied by the Employer.

- (e) Should the Employer request employees who are on vacation to return to work during their vacation period and the employee accepts the the request to return to work, the Employer shall pay the employee at overtime rates of pay in accordance with Article 7.03 and the employee shall receive the guarantee in accordance with Article 7.04.
- (f) The Employer shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacations.
- (g) To ensure employees are fit for duty and in support of fatigue management, employees are expected to take a minimum of one (1) week or five (5) single days of vacation throughout each calendar year. Employees who have not scheduled and/or taken this minimum one (1) week or five (5) days of vacation by October 1st of each year may have this time scheduled for them by Management.

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

- each payday
- quarterly
- annually
- at the time of an employee taking their vacation

No reasonable request for payment of accrued vacation pay shall be denied by the Employer. Payments will be made on the employee's regular paycheque.

Employees will make their request upon hiring or for those who are not new hires may at any time make their choice. Once a choice is made the employee may only request a change once per calendar year.

Vacation and General Holiday pay is payable on all monies that are taxable to the employee.

Employees who choose to accrue their vacation pay and do not request to have it paid out during the year, will have their accrued vacation pay paid out on the first (1st) pay period of the following year unless they have specifically requested to carry-over their Vacation pay accrual. Requests to carry-over accrued vacation are subject to Management approval which shall not unreasonably be withheld. The maximum carry-over of vacation pay shall be one (1) year.

8.05 General Holidays

The recognized holidays are: New Year's Day, 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 Provincial Government.

No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at two times (2x) the employees rate of pay.

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

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

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 two times (2x) the rates of pay.

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

8.06 Employees who have established seniority in accordance with Article 3 shall receive eight (8) hours at their regular rate of pay for each General or Proclaimed Holiday and be entitled to take the day off that is observed in accordance with this Agreement provided;

- (a) An employee works the last working shift scheduled by the Employer within fifteen (15) days previous to the General and/or Proclaimed Holiday and works the first (1st) working day scheduled by the Employer within fifteen (15) days following the General or Proclaimed Holiday or,
- (b) An employee is laid off or is on an approved leave of absence provided any such employee has earned wages from the Employer during the two (2) calendar weeks immediately preceding the week in which the General or Proclaimed Holiday occurs or,
- (c) An employee is off work due to a death in the employee's immediate family or is acting as a juror as provided elsewhere in this Agreement or,
- (d) An employee works any part of a General Holiday or Proclaimed Holiday.

ARTICLE 9: LEAVES OF ABSENCE

- 9.01 (a) The Employer shall allow up to thirty (30) days' time off work without pay for any employee needing time off for Union purposes provided all requests are reasonable and do not interfere with the proper operation of the Employer. No employee will lose their employment or be otherwise discriminated against when acting under the scope of this sub-section.
- (b) A Leave of Absence will automatically be granted in the event of non-compensable injury, illness, compensable injury or industrial illness on or off the job until such time as the employee's doctor states that the employee can return to work.
- (c) If an employee wishes a leave of absence for any reason other than as listed in the Employment Standards Act of B.C., the employee must obtain permission in writing from the Employer. A copy must be forwarded to the Union.

9.02 Jury or Crown Witness Duty

The Employer 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 Employer to the end that no employee shall receive both the payment for duties and the employees 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.

An employee must advise the Employer as soon as they receive any notice/summons for Jury Duty or a subpoena as a Crown Witness in order to allow the Employer the opportunity to manage the situation. An employee who fails to provide advance notice to the Employer before the jury selection date or fails to provide advance notice of the employees required attendance as a Crown Witness may not be entitled to the employee's regular applicable rate of pay as stated above.

This Article shall not apply to any employee who is on an authorized Leave of Absence or, receiving Short Term or Long Term Disability Benefits or, receiving Workers' Compensation Benefits.

9.03 Bereavement

In the event of death in an employee's immediate family and upon the request of a seniority rated employee, three (3) straight time eight (8) hour days (as referred to in Article 7.01 and 7.02) off work will be paid for by the Employer.

Immediate family shall be defined to include a spouse, son, daughter, mother, father, brother, sister, mother-in-law or father-in-law, grandmother and grandfather. In addition, if the employee is notified of the death while 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.

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

Employees may be granted, upon request, additional unpaid time off as Bereavement Leave which will not be unreasonably withheld.

ARTICLE 10: GENERAL WORKING RULES AND CONDITIONS

10.01 Whenever the Employer, the Workers' Compensation Act requires the use of safety equipment, the Employer will provide hard hats at no expense to the employee.

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

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

10.03 A Shop Steward or representative of the Safety Committee shall accompany the inspector on all inspections.

10.04 When an employee sustains 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 Breaks

Two (2) fifteen (15) minute breaks each shall be taken in a work shift at the appropriate production break.

10.06 Lunch Break

The Employer shall not require any employee covered by this Agreement to work more than four (4) consecutive hours at any time without granting an employee a one-half (1/2) hour paid lunch period.

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

Overtime Meals

Where unscheduled overtime following the employee's normal shift goes beyond three (3) hours, employees shall be entitled to a hot meal provided by the Employer, and reasonable time to consume it. If a hot meal is not provided, the employee shall receive a meal allowance of eighteen dollars (\$18.00) with break where reasonable.

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

10.07 Operators shall not be required to operate any machine which violates Workers' Compensation Board Safety Regulations.

10.08 Facilities

- (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.

10.09 Coveralls

All employees who request coveralls shall have these supplied and cleaned by the Employer. Employees are expected to take reasonable care of clothing supplied. The cost of the above shall be borne by the Employer. There shall be at least three (3) changes available each week in the employee's proper size.

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

10.10 Adequate rain gear is to be supplied by the Employer on an as required basis, as presently being done, not including rain boots.

10.11 Safety Boots

All employees required to wear CSA approved safety boots, shall receive up to two hundred and fifty dollars (\$250.00) per calendar year paid on the first pay period in March

Where an employee presents an actual receipt and the Safety boots purchased exceed the two hundred and fifty dollars (\$250.00) as referenced in this Article, the employee will be reimbursed up to an additional one hundred dollars (\$100.00) to bring the maximum provided for safety boots to three hundred and fifty dollars (\$350.00) in a calendar year.

Employees may use the above noted amounts to cover the cost of purchasing new boots and/or to repair their boots.

Employees are required to ensure their boots are in adequate condition.

ARTICLE 11: TRANSPORTATION

Bridge Tolls, Room and Board, Mileage

11.01 Local Travel

Employees required to drive their own vehicles at the request of the Employer, during working hours, will be paid mileage on the basis of a per kilometer rate as established by CRA.

Out of Town Travel

Employees required to drive their own vehicle to jobs beyond fifty (50) kilometers from the employee's regular work location, will be paid a per kilometer rate, as established by CRA, for every kilometer driven beyond fifty (50) kilometers from the employee's regular work location.

The Employer shall provide transportation to and from the employee's work station or pay mileage for the kilometers travelled.

11.02 Bridge Tolls

When directed by the employer during working hours, or for out of town travel, to travel over a tolled bridge or highway, the employer will reimburse the employee for the toll(s) paid upon proof of payment.

11.03 Room and Board

Employees required to work out of town will be provided with appropriate room and board.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 Should a dispute arise between the Employer and an employee or the Union as an entity regarding the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:

STEP A - The employee or the Union, together with such person or persons as the employee or the Union may wish, shall take the matter up with the Employer, in writing within seven (7) calendar days of reasonably becoming aware of the grievance. The Employer shall give its response to the Union within two (2) calendar days.

STEP B – Should a solution not be reached by Step A, then a Business Representative of the Union, accompanied by the employee if the employee or member Business Representative so wish, shall discuss the matter with the Employer.

12.02 Section 87 (1)

Grievances pertaining to discharge and suspension will not be processed under Section 87 (1) of the Labour Relations Code of British Columbia unless there is mutual agreement between the parties.

- 12.03 If the procedures set forth in Section 12.01, Step B do not result in a solution being reached within five (5) days of the first discussion between a Business Representative of the Union and a representative of the Employer, or within such further period as the Employer and the Union agree to in writing, the dispute may be referred to a single Arbitrator.

The decision of the Arbitrator shall be final and binding. All expenses incurred by the Arbitrator shall be paid equally by the Parties. Each party shall pay its own costs.

ARTICLE 13: BENEFITS AND PENSION PLANS

13.01 Benefits Plan

The Employer shall make contributions at the rates as set forth in Appendix "A" on a per hour basis for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers Benefits Plan.

13.02 Pension Plan

The Employer shall make contributions at the rates set forth in Schedule "A" on a per hour basis for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers Pension Plan.

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

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

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

Contributions must be sent by electronic transfer, mailed or delivered by the Employer to the Administrator of the Operating Engineers' Benefits and Pension Plans at their office located at 4333 Ledger Avenue, Burnaby, B.C. no later than the fifteenth (15th) day of the month following that which contributions cover.

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

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

The Operating Engineers Benefits Plan and Pensions Plan Auditor shall be permitted to inspect and audit the 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 the auditor's intentions to audit and to make the necessary arrangements for the time and place.

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

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

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

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

ARTICLE 14: TECHNOLOGICAL CHANGE

14.01 The Employer shall notify the Union at least sixty (60) days in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of the employees to whom this Collective Agreement applies.

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

14.03 Severance Pay

The Employer shall pay to each employee with five (5) or more years of service, severance pay, notice in lieu of pay, or a combination thereof, in the amount of one (1) week's pay (or notice) for each year of service* when the employees employment is permanently discontinued due to automation, technological change, or lay-off.

An employee may elect to accept severance pay under the provisions of this Article before the end of the employee's right to recall period but in doing so, the employee shall forfeit all their seniority rights and benefits accruing to the employee under the terms of this Collective Agreement.

In the case of lay off where an employee has not elected to receive severance pay, the payment of severance will be made after their recall rights have expired.

*A year of service is any year in which the employee has worked a minimum of nine hundred (900) hours in that calendar year.

Severance pay 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 Employer's assets.

ARTICLE 15: SAVINGS CLAUSE

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

ARTICLE 16: WORKING DUES CHECKOFF

- 16.01 The hourly working dues shall be calculated at two percent (2%) of employee's hourly wage and shall be deducted for each hour that wages are payable. (These amounts shall be calculated to the nearest penny.)

Contributions in the amount set out above 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 are made.

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

Should the Union, during the term of this Agreement, request a change in hourly rate of the working dues checkoff; the altered rate shall be deducted and remitted as above.

The Employer shall be given sixty (60) days' notice in writing of the change in the amount of deduction to be made.

ARTICLE 17: CONTRIBUTIONS AND DEDUCTIONS PAYMENT

- 17.01 The contributions and deductions referred to in Articles 13 and 16 shall be remitted monthly by cheque together with a form supplied to the Employer by the Administrator of the Operating Engineers' Benefits Plan and mailed not later than the 15th day of each month to the Administrator of the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan 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.

- 17.02 If within forty-eight (48) hours of receipt of notification, by either the Union or the Benefits Plan, 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 a delinquency charge of two percent (2%) per month of the total amount of the unpaid trust funds in arrears will attach to those unpaid trust funds and become due and payable as damages to cover costs of collection and loss of earnings suffered by the Trust.

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

ARTICLE 18: DURATION

- 18.01 This Agreement shall be in full force and effect from and including March 1, 2021, to and including February 29, 2024, 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 February 29, 2024, 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.

- 18.02 The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.

18.03 In the event that one (1) Party serves notice on the other Party to commence negotiations for a new Collective Agreement, the provisions of this Agreement shall remain in full force and effect until a new Agreement has been executed.

18.04 STRIKES AND LOCKOUTS

- (a) The Union shall not sanction any strike, stoppage or cessation of work or picketing, for the duration of this Collective Agreement, and there shall be no deliberate interference with the operations of the Employer.
- (b) On expiration of this Collective Agreement there shall be no strike action by the Union or lock-out by the Employer as long as meaningful negotiations are continuing.

Signed this 16 day of APRIL, 2021.

LAFARGE ASPHALT TECHNOLOGIES


INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115



Jeff Russelle
Operations Manager



Mike Mayo
Business Representative



Altaf Mascati
Employee & Labour Relations

APPENDIX "A"

Classifications	March 1, 2021	March 1, 2022	March 1, 2023
Foreperson	\$36.89	\$37.38	\$37.88
Lead Hand	\$31.39	\$31.88	\$32.38
Spray Truck Operator	\$31.39	\$31.88	\$32.38
Operator	\$29.39	\$29.88	\$30.38
Operator's Assistant	\$27.00	\$27.44	\$27.89
Casual Worker	\$18.88	\$19.16	\$19.45

Foreperson - \$7.50 over Operator rate

Lead Hand/Spray Truck - \$2.00 over Operator rate

Employer Contributions

	March 1, 2021	March 1, 2022	March 1,2023
Benefits Plan	\$ 2.20	\$ 2.20	\$ 2.20
Pension Plan	\$ 3.40	\$ 3.50	\$ 3.60
TOTAL	\$ 5.60	\$ 5.70	\$ 5.80

Employee Contributions

Classifications	March 1,2021	March 1, 2022	March 1,2023
Working Dues	\$ 0.59	\$ 0.60	\$ 0.61

LETTER OF UNDERSTANDING

BY AND BETWEEN:

LAFARGE ASPHALT TECHNOLOGIES, A Division of Lafarge Canada Inc.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Casual Workers

Except as specifically expressed in the Letter of Understanding, all other terms and conditions of the Lafarge Asphalt Technologies Collective Agreement shall apply.

This agreement is intended to provide a means by which the Employer may offer temporary employment in order to fulfil their salt contract obligations.

- 1) Casual Workers will not be employed for more than thirty (30) days per calendar year.
- 2) A Casual Worker shall be paid the rate of pay as identified in Appendix "A".
- 3) Casual Workers shall receive four percent (4%) of their gross earnings, in lieu of Vacation, on every paycheque.
- 4) The Employer shall not be required to remit any Benefits Plan or Pension Plan contributions on behalf of any Casual employee.
- 5) Casual Workers must be eighteen (18) years of age or older and will not take the place of any seniority rated employee currently on lay off.
- 6) Casual Workers must obtain a Work Permit from the Union Hall prior to commencement of employment.

Signed this 16 day of APRIL, 2021.

LAFARGE ASPHALT TECHNOLOGIES


INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115



Jeff Ruselle, Operations Manager



Mike Mayo, Business Representative



Altaf Mascati
Employee & Labour Relations

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