

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**Lehigh Materials a Division of Lehigh Hanson Materials Limited (V.M.D.)**

**AND:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115**

**July 1, 2020 to June 30, 2025**

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**COLLECTIVE AGREEMENT**

**BY AND BETWEEN:**

Lehigh Materials a Division of Lehigh Hanson Materials Limited (V.M.D.)

(hereinafter referred to as the "Company")

**AND:**

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(hereinafter referred to as the "Union")

**WITNESSETH:** that the parties hereto agree as follows:

**ARTICLE 1: OBJECTS**

- 1.01 The objects of this Agreement are to maintain a harmonious relationship between the Company 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; to prevent strikes, lockouts, and work stoppages; to enable the skills of both Employer and employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; to promote good public relations.

**ARTICLE 2: BARGAINING AGENCY**

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company employed and working at those classified occupations listed in Appendix "A" for the following location:

343 East Bay Street

hereinafter called the "Location".

- 2.02 This Agreement shall be binding on the Company and the Union in regard to the above location.
- 2.03 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his or her employment with the Company, whichever is shorter. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith.
- 2.04 The Company shall have all new employees complete the required Union Membership and Death Benefit Cards, which will be supplied by the Union. The Company shall mail the completed cards to the Union Office upon completion of the probation period.

### **ARTICLE 3: UNION DUES**

3.01 All full time permanent employees covered by this Agreement shall, as a condition of employment, pay the equivalent of dues to the Union. These dues shall be paid monthly as per by the By-Laws of the Local Union.

#### **3.02 CHECK OFF:**

The Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check off; i.e., if the check off for that month has not been remitted to the Union, it shall be added to that check off; if that month's check off has been remitted, it shall be added to the following month's check off and shown as the previous month worked.

#### **3.03 AMOUNTS DEDUCTED:**

Union dues deducted under this provision shall be remitted to the Union no later than the thirtieth of the month following the month in which such check off applies.

### **ARTICLE 4: MANAGEMENT RIGHTS**

The Union recognizes and agrees that:

4.01 The management and operation of the business and the direction of the working forces are vested exclusively in the Company.

4.02 The Company has and shall retain the exclusive right to select its employees, to hire, classify, promote, demote or discipline them and to discharge employees for proper causes, provided that a claim of discrimination (as prohibited under the Human Rights Act) against an employee in respect to any of these matters, or a claim of violation of any Section or Article of this Agreement, may be the subject of a grievance and shall be dealt with as hereinafter provided. The Company shall first call the Union for employees but reserves the exclusive right to select the employees and may hire other employees other than those provided by the Union.

4.03 **SUPERVISORS, OFFICE PERSONNEL:** All management, supervisors, leadhands or any employee at any level at Lehigh Materials a Division of Lehigh Hanson Materials Limited (VMD) will be considered "working positions" which allows them to work at any job, duty, or labour required during the work day as needs may arise. This means that during the day, any management staff can work alongside any non-management staff performing the same duties and fulfilling the same job function.

4.04 **BONUSES:** The Company reserves the right to pay bonuses to employees if management should find such appropriate.

## **ARTICLE 5: DEFINITION OF EMPLOYEE**

### **5.01 PERMANENT FULL TIME:**

In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Board of British Columbia under the Labour Relations Code. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" attached hereto. Permanent full-time employees are defined as any employee not included in Articles 5.02, 5.03 and 5.04.

### **5.02 TEMPORARY FULL TIME:**

Temporary full-time staff are defined as employees who work at least forty (40) hours per week for less than two (2) months during the calendar year and who are not students. Temporary full-time staff will be hired with temporary status and will typically only be brought in to handle special work projects for a predictable short term. The pay level will be 85% of the level for the area they are working in. Temporary full-time staff are neither subject to any of the employee benefit programs nor subject to Union membership but will pay Union dues.

### **5.03 STUDENTS:**

Student staff are defined as any employees who are attending a school, college, university, or training program on a full-time basis. Typically student staff may work weekends and during the school term vacation. The pay level will be 75% of the lowest starting entry pay level. Student staff are neither subject to any employee benefit programs nor subject to Union membership. If student staff work over sixteen (16) hours in any week, Union dues will be assessed at a rate of two and one-half (2-1/2) percent of gross pay but not to exceed an amount equal to two (2) hours pay at the student staff's current rate per month.

### **5.04 PART-TIME:**

Part-time staff are employees who typically work less than sixteen (16) hours per week or during the summer months. The pay level will be 85% of the starting classification rate. Part-time staff are neither subject to any employee benefit programs nor subject to Union membership. If part-time staff work over sixteen (16) hours in any week, Union dues will be assessed at a rate of two and one-half (2-1/2) percent of gross pay but not to exceed an amount equal to two (2) hours pay at the part-time staff's current rate per month.

## **ARTICLE 6: HOURS OF WORK AND OVERTIME**

### **6.01 A maximum of eight (8) hours (without overtime) shall constitute a day's work between the hours of 7:30 a.m. and 4:00 p.m. on a forty (40) hour work week, Sunday to Saturday.**

The Manager shall have the right, based on customer demands and/or operational circumstances, to request of the senior most qualified employee to modify the employee's shift by up to two (2) hours before the employee's regular start time without penalty to the Employer. Should the employee refuse, the Manager shall then canvass the remaining qualified employees by seniority to fill the temporary vacancy. Where there are no volunteers, the Manager shall have the right to assign the work to the least senior qualified employee.

### **6.02 OVERTIME: After eight (8) hours per day - time and one-half (1-1/2); after eleven (11) hours per day - double time (2x).**

**6.03 CALL OUT TIME:**

When an employee is called out for work, he shall be paid at least two (2) hours at the employee's applicable hourly rate. Unless weather or other Acts of God prohibit it, an employee who starts work shall be guaranteed at least four (4) hours pay in any day he works.

**6.04 TIMESHEETS & SAFETY CONCERNS:**

Employees will fill out timesheets daily in the prescribed format on the prescribed forms. Safety concerns and mechanical problems are to be reported on the timesheets for further action by others.

**6.05 NIGHT & EVENING SHIFTS:**

It is understood that on some of the Employer's projects, a night or evening shift may be required and if such is the case, then no additional compensation will be forthcoming.

**6.06 SHIFT CHANGE**

It is agreed, that if there is a need for a permanent shift change to any previously established shift, the Company and the Union shall meet to discuss the proposed change and agree to the modification in writing. Permission will not be unreasonably withheld.

**ARTICLE 7: GRIEVANCE PROCEDURE**

**7.01** Should a dispute arise between the Company and an employee or the Union regarding the interpretation, application, operation, or any alleged violation of the 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 the Operation Supervisor, shall attempt to resolve the issue within seventy-two (72) hours of the employee becoming aware of the alleged incident or infraction occurring giving rise to the grievance. If a solution is reached at this stage it shall be final and binding upon all parties.

**STEP B** Should a solution not be reached by Step (A) then a Member Representative of the Union, accompanied by the employee if the employee or Member Representative so wish shall discuss the matter with the Company Manager within fourteen (14) days of the alleged incident or infraction occurring giving rise to the grievance. If a solution is reached at this stage, it shall be final and binding upon all parties.

**7.02 GRIEVANCE DISCHARGE OR SUSPENSION:**

Any discharged or suspended employee may, within seventy two (72) hours of his discharge or suspension, (exclusive of Saturdays, Sundays and General Holidays) in writing, require the Company to give him the reasons for his discharge or suspension and the Company will give such reasons to him, in writing, within seventy-two (72) hours of such request. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of such an employee, only the reasons so set forth in writing, may constitute cause.

**7.03 SECTION 87:**

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

**7.04 CANADIAN JOINT GRIEVANCE PANEL:**

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to resolve a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined in Article 8 or, withdraw the grievance.

**ARTICLE 8: ARBITRATION**

8.01 If the procedures set forth in Section 7.01, Step A and Step B and/or Section 7.02 do not result in a solution being reached within seven (7) days of the first discussion between a Member Representative of the Union and a representative of the Company, the dispute shall be referred, within a further seven (7) days, to an Arbitrator as follows:

- (a) By mutual agreement between the Parties, a single Arbitrator shall be appointed.
- (b) The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make an award, provided that the parties may extend the time by agreement in writing.

8.02 The Arbitrator shall have the right to modify any penalty imposed by the Company on an employee.

8.03 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.

8.04 The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares subject to pre-approval of estimated cost.

**8.05 ARBITRATION AWARD PROVISION**

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

## ARTICLE 9: PROBATIONARY PERIOD

- 9.01 When a new employee is hired, it is agreed that he or she shall be on probation for ninety (90) calendar days. The probationary term may be extended by mutual agreement between the Union Business Representative and Company Management. In the event of temporary lay-off and recall during the probationary period, probation shall be cumulative.
- 9.02 The Company may terminate a probationary employee for any job related negative performance.

## ARTICLE 10: VACATIONS AND GENERAL HOLIDAYS

Effective September 1, 2017 all employees shall receive annual vacations in accordance with the following:

- 10.01 Anniversary Date – the employee's anniversary date of hire.
- 10.02 Vacation year – shall be defined as the period of January 1<sup>st</sup> to December 31<sup>st</sup>.
- 10.03 Each vacation year an employee shall be entitled to receive annual vacation based on the following entitlement. Vacation pay will be paid on each bi-weekly pay deposit.
- a) Employees upon date of hire up until their third (3<sup>rd</sup>) year of continuous service on their anniversary date shall receive and take a vacation of two (2) weeks in that calendar year. Vacation pay shall accrue at the rate of eight and one half percent (8.5%) of gross earnings (four percent [4%] for annual vacation and four and one half percent [4.5%] for general holidays) and shall be paid to the employee at least monthly or upon termination of employment.
  - b) Employees upon their third (3<sup>rd</sup>) year anniversary date up until their tenth (10<sup>th</sup>) year of continuous service on their anniversary date shall receive and take vacation of three (3) weeks in that calendar year. Vacation pay shall accrue at the rate of ten and one half percent (10.5%) of gross earnings (six percent [6%] for annual vacation and four and one half percent [4.5%] for general holidays) and shall be paid to the employee at least monthly or upon termination of employment.
  - c) Employees upon their tenth (10<sup>th</sup>) year of continuous service on their anniversary date shall receive and take vacation of four (4) weeks in that calendar year. Vacation pay shall accrue at the rate of twelve and one half percent (12.5%) of gross earnings (eight percent [8%] for annual vacation and four and one half percent [4.5%] for general holidays) and shall be paid to the employee at least monthly or upon termination of employment

The recognized holidays are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Family Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	New Year's Eve

Any new general holiday proclaimed by the Provincial Government will result in a non-proclaimed holiday being substituted.



For clarification purposes, it is the intent that holiday pay is paid on all "wages", and not on "non-wage" bonuses, that are taxable to the employee.

\* No employee will suffer a loss vacation accrual or entitlement as a result of this agreement.

## **ARTICLE 11: GENERAL PROVISIONS**

### **11.01 SHOP STEWARD:**

- (a) Shop Steward shall be recognized by the Company. The Company shall be notified by the Union of the name of such Steward.

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 Shop Steward is discharged for cause and such cause shall be stated in the reasons."

### **11.02 SEVERANCE: As per Employment Standards.**

### **11.03 Tenants at the Company owned work sites shall be exempt from the Union at their discretion.**

### **11.04 The Company and the Union agree there will be no strike or lockout while this Agreement is in full force.**

### **11.05 PAYMENT OF WAGES:**

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

- (b) All employees shall be paid by direct deposit.

- (c) In the event that an employee is laid off the Company shall pay such employee, not later than the four business days after he ceases to be an employee of the Company, all wages, salary and holiday pay earned by such employee, excluding authorized deductions.

- (d) Wage rates shall be as outlined in Appendix "A" and as modified from time to time by other Articles in this Agreement.

- (e) In addition to the wages outlined in Appendix "A", and as modified elsewhere in this Agreement, the Employer retains the right to give, at its discretion, a "bonus" that is not related to hours of work, productivity or efficiency.

- (f) Pay statements will be available online in respect of all payments made to employees by the Company.

### **11.06 REST PERIODS:**

An employee shall be granted two (2) ten (10) minute breaks during the course of each shift - one (1) in each half of the shift. An employee shall be granted a ten (10) minute break after each two (2) hours of overtime he works in any day. All breaks shall be taken at the scheduling of the supervisor or manager without any loss of pay.

**11.07 LUNCH PERIOD:**

Each shift shall have a one-half (1/2) hour lunch period at or near mid-shift.

**11.08 BEREAVEMENT PAY:**

If an employee suffers a death in the immediate family, they shall be granted compassionate leave of absence for three (3) days. Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, grandparents and grandchildren. If the employee affected does not attend or arrange services, then they shall only be entitled to one (1) day as provided under this Section.

**11.09 SUB-CONTRACTING & CONTRACTING OUT:**

Where the Company's facilities, space, trained personnel, time expediency, cost, and customer demands allow it; the Company will endeavour to continue to have work done by its own employees. Where sub-contracting or contracting out is deemed necessary by the Company, they may select any sub-contractor or sub-contracting company they wish.

**11.10** Any employee required to serve on a jury or is subpoenaed as a crown witness must inform the Company as soon as practical once they are made aware. All monies received by way of payment for these duties are payable to the Company. Upon written court confirmation, the Company will pay up to eight hours pay at their normal rate for each full day spent on such duty and this shall not exceed forty hours in any week. The maximum payment for these duties by the Company will not exceed eighty hours in any twelve month period. The Company will not pay for any other duty expenses such as meals, parking, transportation or day care. The employee will make themselves available for work on any duty day they are not required for full attendance.

**11.11** Safety Boot and Rain Gear Allowance: Employees required to wear safety boots shall receive up to one hundred twenty-five dollars (\$125.00) per year upon presentation of receipts to the Company. This allowance can also be used for the reimbursement of raingear, upon presentation of receipts to the Company.

Any unused portion shall be carried over for 1 year.

**ARTICLE 12: NEW JOB CLASSIFICATION**

**12.01 NEW JOB CLASSIFICATION:**

When a new job classification is introduced which is not included in the list of current classifications, the Company and the Union Representative shall promptly negotiate a wage rate. This wage rate will be negotiated within five (5) working days after notification to the Union Representative. New job classifications will fall under one of the existing classifications in Schedule "A".

**ARTICLE 13: HEALTH, WELFARE AND PENSION PLANS**

**13.01 HEALTH AND WELFARE:**

All employees covered by this Agreement shall be enrolled in the Operating Engineers Benefit Plans on the first of the month following successful completion of their probationary period. Effective July 1, 2019 the Employer rate shall increase to two dollars and twenty

cents (\$2.20) per hour for which wages are payable and the employee's contribution shall reduce to zero cents (\$0.00) per hour to a maximum of 135 hours per month.

#### 13.02 PENSION PLAN:

The Employer shall make contributions at the rate of one dollar and eighty-five cents (\$1.85) per hour worked effective the first of the month following successful completion of the employee's probationary period to the Operating Engineers Pension Plan. Effective date of ratification, the amount shall be set at six percent (6%) of gross wages (inclusive of wages, vacation and statutory holiday pay, and premiums).

#### 13.03 A Board of Trustees composed of eight (8) representatives of 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 (15) 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 Member Representative of Local 115 may inspect, during regular business hours, the Company's record of the time worked by employees and contributions made to the Plan.

The Benefits and Pension Plan Auditor shall be permitted to inspect and audit the Company's record of time worked by the 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 its intentions to audit and to make the necessary arrangement for the time and place.

Payment 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 in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time."

#### ARTICLE 14: SAVINGS CLAUSE

#### 14.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule(s) 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.

#### 14.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.

14.03 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE 15: ENABLING CLAUSE**

15.01 When in the opinion of both parties it is deemed beneficial to the Employer and the Union members the terms and conditions of the Agreement may be modified, such mutually agreed modifications to this Agreement shall be by Letter of Understanding and may be for one project, for a type of work or for a specific period of time. It is the intent of this Article that the Company remain competitive in all of their markets.

**ARTICLE 16: DURATION**

16.01 This Agreement shall be in full force and effect from and including July 1, 2020 and shall remain in effect up to and including June 30, 2025.

**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 be paid by separate deposit. Only current employees and retirees are eligible for retroactive pay.

Signed this 15<sup>th</sup> day of December, 2021.

Lehigh Materials a division of Lehigh Hanson  
Materials Limited (VMD)

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

REDACTED

REDACTED

## APPENDIX "A"

### HOURLY WAGE RATES AND CLASSIFICATIONS

	July 1, 2019	Date of Ratification	July 1, 2022	July 1, 2023	July 1, 2024
Operator	\$30.33	\$32.33	\$32.98	\$33.64	\$34.32
Utility	\$26.97	\$28.75	\$29.32	\$29.91	\$30.50
Labourer	\$22.67	\$24.16	\$24.64	\$25.14	\$25.64

Retroactive payment of two (2%) percent of gross wages inclusive of vacation pay earned from July 1, 2020 to June 28, 2021 will be applied as a separate wage payment.

### LEAD HAND PREMIUM

The working lead hand shall be paid two dollars (\$2.00) effective the first-pay period after ratification; the lead hand premium per hour above their normal rate of pay for actual hours worked when in this classification. The lead hand assigned to the Saturday full crew will remain at a premium of \$0.50. This premium will be paid per hour and not compound for overtime. Effective upon ratification.

Any employee working in a lead hand role shall be paid the lead hand premium for all hours worked while performing the duties.

### ENTRY LEVELS

Level 1	0 to 800 hours	80% of Classification Rate
Level 2	801 to 1600 hours	90% of Classification Rate
Level 3	over 1600 hours	100% of Classification Rate

Employee Leave Replacement – employees may be hired as Temporary Full-Time Hires to replace an employee that is on a protected leave. The employee may be hired at the utility rate subject to qualifications and ability. The employee may be considered for a permanent full-time position and will be given consideration for continuous service with the operation. Temporary full-time staff are neither subject to any of the employee benefit programs nor subject to Union membership but will pay Union dues.

**LETTER OF UNDERSTANDING #1**  
**GENERAL HOLIDAY UNDERSTANDING**

I, \_\_\_\_\_, certify that I have read and fully understand Article 10, "VACATION AND GENERAL HOLIDAYS", of the collective agreement between Victoria Materials Depot (VMD), and the International Union of Operating Engineers, Local 115.

Specifically, "When a General Holiday falls on a Saturday or Sunday", that I recognize the listed holidays as a day off and those that may fall on my day off choose not to be required to take another day off. Unless mutually agreed in writing with a Victoria Materials Depot's Manager.

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

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## LETTER OF UNDERSTANDING #2

### Employee Request – Accommodation

The Employee may request accommodation in the work place. Any time or cost required by the employee to provide sufficient documentation as required and or requested by the Company shall be at the employees cost and time.

If, following a Company review of the documentation, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be applied:

(a) The Company shall assign the employee to other duties if possible. In the event the Company does not find suitable regular work, the Company shall notify the Union that the employee cannot be accommodated. Should the Union or the employee disagree with the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician and have tasks that the employee requests to do reviewed.

(b) If there is no agreement between the two physicians on the condition of the employee the two physicians shall select a medical consultant to examine the employee with respect to the dispute.

(c) The findings of the consultant shall be final and binding.

(d) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.

(e) All parties will cooperate with the duty to accommodate guidelines and requirements as established by government regulation.

(f) Should the consultant deem the employee to be capable of carrying out his regularly assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

### Drug and Alcohol Use

The Employer and the Union recognize that the use of alcohol and drugs can have serious adverse effects on an employee's safety and ability to perform their job and can also negatively affect other employees, customers and members of the public.

The Employer and the Union are committed to ensuring that the safety of employees, others and physical property are not put at risk because of alcohol and drug use.

Signed this 15<sup>th</sup> day of December, 2021.

Lehigh Materials, a division of Lehigh Hanson  
Materials Limited (VMD)

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

REDACTED

REDACTED