COLLECTIVE AGREEMENT

BETWEEN

VERNON PAVING
A Division of Lafarge Canada Inc.

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

July 1, 2023 to June 30, 2026

TABLE OF CONTENTS

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VERNON PAVING OPERATION
A Division of Lafarge Canada Inc.

(Hereinafter referred to as "the Employer")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(Hereinafter referred to as "the Union")

INCLUSION AND DIVERSITY

The Parties recognize the market in which this business operates is multicultural and gender diverse. Therefore, the Parties are committed to ensuring an inclusive and non-discriminatory work environment.

The parties agree that there shall be no discrimination, bullying or any form of intimidation towards any employee, by any other employee because of race, color, creed, nationality, gender identity, gender expression or sex, or any other prohibited ground under the Human Rights Code.

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, in the provisions of this Agreement, shall be considered to apply to all employees equally. All pronoun references in this agreement, e.g. he, his, she, her, they, theirs, shall be deemed to include all genders.

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

a) to recognize mutually the respective rights, responsibilities and functions of the parties hereto;

b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;

c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;

d) to establish a just and prompt procedure for the disposition of grievances;

e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.

1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the International Union of Operating Engineers Local 115 as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.

2.02 This Agreement covers employees of the Employer in the bargaining unit as established in the certificate issued by the British Columbia Labour Relations Board dated July 6, 2011.

2.03 It is agreed by the parties that there shall be no revision, amendment, or alteration of the bargaining unit as defined herein, except by order of the Labour Relations Board of British Columbia, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

2.04 The Employer agrees that the duly appointed Representatives of the Union are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.05 The Union acknowledges that it is the function of the Employer to operate its business, but not limited to, the following actions in a fair and reasonable manner:

a) to manage the enterprise, including the scheduling of work and the control of materials;

b) to maintain order, discipline and efficiency;

c) to hire, direct, transfer, promote, lay off, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 20.

2.06 a) The Employer agrees that the job classifications covered by this Agreement and the work performed by the employees in those job classifications, cannot be reduced in number or eliminated by the contracting out of such work, except as specifically provided in this Agreement.

b) Non-Bargaining Unit personnel shall not normally perform Bargaining Unit work. Exceptions may be made for situations where customer service is at risk, for instructional purposes, where all employees are at work, or where assistance is requested by Bargaining Unit members.

2.07 The Employer may contract out work where:

a) he does not possess the necessary facilities or equipment;

b) he does not have and/or cannot acquire the required manpower;

c) he cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits;

d) a purchaser of materials and/or services stipulates that the award of a contract is dependent upon the use of the purchaser's equipment, facilities or workforce.

Work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, demoted, or discharged as the result of the contracting out of work.

ARTICLE 3 - UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances;

b) Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 Stewards or Union Representatives will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will, not be withheld unreasonably and the Employer will pay such Stewards or Union Representatives at their regular hourly rate while attending to such matters, as well as for time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employee(s) concerned.

3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.

3.05 There shall be no Union activity on Employer's time, or on Employer's premises except that which is necessary for the processing of grievances and the administration and-enforcement of this Agreement. Any time required for grievances and administration activities requires mutual consent.

ARTICLE 4 - STRIKES OR LOCKOUTS

4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slow-down, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send worker home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force.

5.02 The Employer has the right to hire new employee(s) as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.

5.03 Dispatch Offices:

The Union shall maintain a Dispatch Office, or Offices, from which the Employer shall hire all new employees. Where the Union cannot supply a suitable and qualified employee, the Employer will be free to hire from any source it chooses.

5.04 New employees must complete a probationary period of ninety (90) calendar days of active employment and thereafter shall attain regular employment status. This probationary period may be extended upon mutual agreement due to inclement weather and/or shortage of work.

Casual Labourers:

After sixty (60) days worked in any calendar year, casual labourers shall be placed in the unskilled labourer classification and the probationary period above shall commence on this date. These employees will not be required to pay Union Dues, therefore will not accumulate seniority. They shall also be exempt from the remittances and coverage for Health & Welfare, Pension and Training Fund of the Collective Agreement. All other terms of employment shall be as per the B.C. Employment Standards Act with the exception of the following:

Article 2:	Recognition
Article 20 & 21:	Grievance and Arbitration Procedures

5.05 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.

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

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

ARTICLE 6 - UNION DUES

6.01 Working Dues Check-off

The hourly working dues shall be as laid out in Appendix "B" and shall be deducted for each hour that wages are payable.

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 thereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.

Remittances shall be made in accordance with the forms provided by the Union. The company agrees upon receiving a written request from the Union that the fees and dues shall be sent electronically in a format acceptable to 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 deductions to be made.

6.02 The total amount deducted will be mailed to the Union's Head Office on or before the twentieth (20th) of each month following check off, together with an itemized list of the employees for whom the deductions are made and the monthly amount remitted for each.

6.03 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.

ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

7.01 Rates of pay applicable to various classifications are as set forth in Appendix "A" attached hereto and made part hereof.

7.02 Where machinery is introduced that substantially affects the conditions of work of the employees concerned, or a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved.

7.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to two (2) hours' reporting pay. If the employee is recalled at any time prior to his next regularly scheduled shift, he will be entitled to the foregoing reporting pay in addition to any hours worked. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

7.04 a) Pay day shall be every second (2nd) Friday, with a maximum of one (1) week's holdback.

b) Electronic copies of the paystub shall be made available online on payday. Employees who do not have access to a computer at home will be permitted to print their bi-weekly wages at the office. Employees will be paid bi-weekly by direct deposit.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.01 The normal workweek shall consist of five (5) eight- (8) hour working days, Monday to Friday inclusive.

8.02 Work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of one and one half (1 ½x) times the regular rate of pay. Work performed in excess of eleven (11) hours per day shall be paid at the rate of two (2) times the regular rate of pay.

8.03 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1 ½x) times the regular rate of pay for the first ten (10) hours and two (2) times the regular rate thereafter, irrespective of weekly hours. Designated employees may, by mutual agreement, work Saturday at regular hourly rates, provided that such employees' regular workweek shall be Tuesday to Saturday inclusive.

In the event of inclement weather during the regular workweek, Saturday may be used as a straight time make up day. On those occasions employees will be paid straight time rates until they have reached forty (40) hours for the week after which time overtime rates as outlined above will apply.

8.04 There shall be two (2) rest periods (or coffee breaks), with pay, of ten (10) minutes' duration each, daily, one in the forenoon and one in the afternoon.

8.05 There shall be no regular work done on Sunday. If extra-ordinary circumstances necessitate work on Sunday, and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two times (2x) the regular rate of pay for such hours, irrespective of weekly hours.

8.06 Sunday callouts to check plant and oil shall be two (2) hours paid at two times (2x) the regular rate.

8.07 There shall be a shift premium of three dollars and twenty-five cents ($3.25) per hour for all hours worked for shifts starting between the hours of 5 pm and 4 am. There shall be no pyramiding of overtime. When calculating which day the shift is to be designated, it shall be the day on which the majority of hours are worked except for shifts starting on a Sunday after 5pm.

Effective July 1st,2024 the shift premium amount shall increase to three dollars and fifty cents ($3.50) per hour worked.

Effective July 1st,2025 the shift premium amount shall increase to four dollars ($4.00) per hour worked.

8.08 Overtime Meal Allowance

Where employees are required to work greater than eleven (11) hours, such employees shall be either provided with a hot meal or a meal allowance of twenty dollars ($20.00).

ARTICLE 9 - VACATIONS AND VACATION PAY

9.01 a) All employees hired prior to July 1, 2016 shall receive annual vacation pay upon completion of the following periods of service, with pay calculated as a percentage of their gross earnings:

i. from start of employment up to and including two (2) years – two (2) weeks' vacation, pay at four percent (4%);

ii. on completion of two (2) years up to and including four (4) years - three (3) weeks' vacation, pay at six percent (6%);

iii. on completion of four (4) years up to and including eight (8) years - four (4) weeks' vacation, pay at eight percent (8%);

iv. on completion of eight (8) years up to and including fifteen (15) years - five (5) weeks' vacation, pay at ten percent (10%);

v. on completion of fifteen (15) years up to and including twenty (20) years - five weeks' vacation, pay at eleven percent (11%)

vi. on completion of twenty (20) years and thereafter - six (6) weeks' vacation, pay at twelve percent (12%).

b) All employees hired after July 1, 2016 shall receive annual vacation pay upon completion of the following periods of service, with pay calculated as a percentage of their gross earnings:

i. from start of employment up to and including two (2) years – pay at four percent (4%)

ii. on completion of two (2) years – pay at six percent (6%);

9.02 The Employer will endeavor to grant vacations at the time requested, in the vacation season or period considering business requirements. As a guideline, employees with the most seniority will have first choice of the time to be granted off. Vacation weeks shall not be taken consecutively unless the employee and the Employer agree to other arrangements.

9.03 The following shall be considered as days actually worked for determining vacation pay for an employee after one (1) continuous year of employment:

a) absence on Workers' Compensation up to a period of one (1) year provided the employee returns to his employment;

b) absence due to illness up to a period of one (1) year provided the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner;

c) any other absence with pay duly approved by the Employer in writing.

9.04 Vacation pay shall be paid out each payday, added to the regular pay of the employee. Where employees wish to accrue their vacation they will be provided with this option. Employees who elect to accrue may request payment from their accrual account at the time of vacation and one (1) additional time per year. All employees will automatically have all earned but unused vacation paid out on the pay date including December 15th of each year.

ARTICLE 10 – GENERAL HOLIDAYS

10.01 The following twelve (12) holidays will be recognized as General Holidays:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	National Day for Truth & Reconciliation	Boxing Day

Any additional statutory holidays declared by the Provincial Government which are recognized in the British Columbia Employment Standards Act shall be covered by the provisions of this Article.

10.02 a) Employees who have attained regular employment status prior to July 1, 2016, will be paid eight (8) hours per day at the employee's regular rate of pay for the above mentioned statutory holidays, provided they have worked the regularly scheduled work day before and the regularly scheduled work day following the holiday, unless their absence is due to illness, authorized leave of absence, or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.

b) Employees hired after July 1, 2016 will be paid four percent (4%) statutory holiday pay based on all hours worked at straight time rates in lieu of payment.

10.03 If an employee is required to work on one of the above-mentioned holidays, he shall be paid at the rate of one and one half (1 ½x) times the regular rate of pay for the first ten (10) hours and two times (2x) thereafter in addition to their holiday pay, unless the Employer can negotiate two times (2x) the regular rate of pay with the customer for the entire day.

10.04 If one of the above named statutory holidays falls on an employee's regularly scheduled day off, his following regularly scheduled work day shall be his statutory holiday, unless an alternate date is mutually agreed on between the Employer and the Union.

ARTICLE 11- SENIORITY, LAYOFF, AND PROMOTIONS

11.01 Seniority of Employees shall be recognized upon completion of their probationary period in accordance with Article 5.04, and shall carry over year to year. The Employer shall not hire new Employees while qualified Employees remain on layoff.

11.02 When a reduction of the workforce is inevitable, probationary Employees shall be laid off first, if further reductions are necessary the Employer, with the feedback from a Representative(s) of the Union, shall determine the order of layoff according to skill and ability.

11.03 Seniority rights shall cease for any employee who:

a) voluntarily quits the employ of the Employer;

b) is discharged and such discharge is not reversed through the Grievance Procedure;

c) fails to report on the first (1st) day following the expiration of a leave of absence, unless they have a justifiable reason;

d) fails to return to work following a layoff. Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return or they will lose their seniority rights.

e) is laid off for a continuous period of more than twelve (12) consecutive months if employed for more than two (2) seasons. If employed for less than two (2) seasons, then six (6) months.

11.04 Job Postings

a) Whenever possible, having regard for the nature of the Employer's business, and the inherent need to respond promptly to contract and customer requirements, the Employer shall post for a minimum of three (3) workdays, in a conspicuous place, notice of all vacant positions, new positions and promotions with the exception of Apprenticeships, Lead Hand and Foreman positions. These postings shall also be forwarded to the crew foreman at the time they are issued. Any employee of the Employer, covered by this Agreement, may apply for such vacant or new position, and the Employer shall fill such a position with an applicant employee who has the qualifications (ITA or equivalent) in addition to the skill and ability to efficiently and safely perform the work and who has exhibited a history of reliability with respect to attendance. Where these factors are equal, seniority will be the determining factor. Unsuccessful applicants will be given an opportunity to train as often as is reasonably possible according to 11.05.

b) Where posting is impractical, the Employer will communicate notice of all vacant positions, new positions and promotions by memo.

c) Taking into account the integrity of the work unit or crew; employees who have the qualifications and demonstrated skills and abilities to do the job efficiently, will be considered for positions.

11.05 Training

In order to ensure employees have the opportunity to build their skills in the event there is a layoff or a job posting, provided the employee has approached their direct Supervisor and informed them of their intent to train, the Employer will allow employees to train at their regular rate on days of inclement weather, where practical. This will occur at a mutually agreeable time and where it is financially reasonable for the Employer to do so.

ARTICLE 12 -TERMINATION AND SEVERANCE PAY

12.01 An employee shall not be terminated, except where cause is established, until the Employer has given written notice as follows:

a) two (2) weeks' notice where the employee has completed a period of employment of at least six (6) months, and

b) after the completion of a period of employment of two (2) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.

12.02 Except where terminated for cause, all employees shall receive severance pay on termination, commensurate with the following schedule;

From 1 to 10 years of service	1 day per category year
From 11 to 20 years of service	2 days per category year
After 20 years of service	3 days per category year

It is understood that, for the purpose of this article, termination does not include resignation.

ARTICLE 13 - TECHNOLOGICAL CHANGE

13.01 The Employer shall notify the Union three (3) months in advance of his intent to institute material changes in production methods or facilities, which would result in retraining, layoff, or termination of employees.

13.02 Where jobs are eliminated due to technological change, the affected employees will be given the opportunity to be trained to operate the new equipment or to assume other duties.

13.03 Employees whose employment is terminated because of technological change shall be entitled to severance pay of one (1) week's pay at his regular straight time for each year of service with the Employer. If the employee refuses alternate employment as per Article 13.02, this clause does not apply.

13.04 Any disputes arising in relation to adjustment to technological change may be referred to arbitration as provided for in Article 21.

ARTICLE 14 - TRANSPORTATION, TRAVEL TIME, AND OUT-OF-TOWN JOBS

14.01 The Employer will endeavor to provide transportation to and from jobs outside the community in which the Employer establishes operations. If the Employer requires an employee to provide their own transportation, the Employee shall be paid the Canada Revenue Agency rate applicable for each year per kilometer required.

14.02 Travel time will be calculated from the time the employee leaves the Vernon Paving Pit or reasonable designated muster station to the job site that may be beneficial to the employee(s), unless otherwise arranged with and agreed to by the employer. In case employees travel by means of public transportation outside of the city limits, the Employer shall pay for authorized travel expenses.

14.03 Employees shall be paid travel time at regularly hourly rates as follows:

a) travel time will be paid one way for passengers and both ways for drivers, and shall be computed at the rate of seventy (70) kilometers per hour, on the basis of standard kilometer charts, for jobs within a radius of eighty-five (85) kilometers of the base of operations. Employees will be considered on the payroll until they return to the plant for workers compensation and insurance coverage purposes.

b) travel time shall be paid to and from any projects beyond a radius of eighty-five (85) kilometers. The frequency of trips, mode of transportation, and compensation while a project is in progress shall be a matter of negotiation and mutual agreement between the Union and the Employer;

c) except where an employee is driving at the request of the Employer, travelling time shall not be considered as time worked.

14.04 The Employer agrees to provide all employees who are required to stay away from home overnight with an adequate room of single occupancy and board or if meals are not provided, a seventy dollars ($70.00) per day meal allowance.

14.05 Employees requested to work out-of-town will be entitled to a minimum of one (1) weeks' notice before they are required to report to the out-of-town location.

14.06 Employee Personal Vehicles - No employee shall be required to haul tools and equipment in his personal vehicle. No other employees shall be asked to drive another employee's vehicle.

ARTICLE 15 – SAVINGS CLAUSE

15.01 Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favorable, shall automatically apply

15.02 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.

15.03 In all cases as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 16 - UNION-MANAGEMENT RELATIONS

16.01 The parties agree that positive Labour Management relations are important and believe that regular open communication is vital to ensure a harmonious working relationship

16.02 a) The parties commit to having at least one (1) Union-Management meeting each quarter, or as required, during the life of this Agreement.

b) The Employer and the Union shall each appoint three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office.

16.03 A Committee member attending Union-Management meetings during regular working hours shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars ($10.00) to a committee member for each meeting attended,

16.04 The parties agree that amendments to this agreement may be made from time to time to reflect any changes in the relationship.

ARTICLE 17 - OPERATING ENGINEERS' BENEFIT PLAN, PENSION PLAN AND TRAINING ASSOCIATION FUNDS

17.01 <u>Operating Engineers Benefit Plan</u>

In order to assist in protecting employees and their families from the financial hazards of illness and accident, the Employer agrees to pay, on behalf of all active employees and for new employees effective the first (1st) of the month following sixty (60) calendar days employment. The Employer agrees to contribute to the Unions' Pension Benefit Plan on behalf of each eligible employee the amounts listed in Appendix B based on all hours worked

17.02 Operating Engineers Pension Plan

The Employer shall make contributions for each hour worked in respect to each employee covered by this Agreement to the Operating Engineers' Pension Plan. The Employer agrees to contribute to the Unions' Pension Plan on behalf of each eligible employee the listed in Appendix B based on all hours worked:

17.03 The Operating Engineers' Benefits and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) trustees appointed by 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 Plans' Office.

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

In the event an employer fails to remit contributions to this Plan, 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 business hours an Employer's record of time worked by employees and contributions made to the Plan.

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

The Auditor shall notify the Employer of his intentions to audit and make the necessary arrangements for the time and place.

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

Other personnel of the Employers 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.

17.04 International Training Association Fund

The Employer agrees to remit to the Union's International Training Fund the amounts listed in Appendix B based on all hours worked. Training funds shall be remitted in accordance with the timelines stipulated for Union's working dues.

17.05 Operating Engineers Training Association (IUOETA)

To further the training of Union members, the Employer agrees to remit to the Union's Education and Training Fund the amounts listed in Appendix B based on all hours worked. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.

17.06 Accident on the job

In the event that an employee meets with a time loss accident on the job, he shall be paid full shift hours for that day.

ARTICLE 18 - JURY DUTY, BEREAVEMENT LEAVE, SICK DAYS AND LEAVES OF ABSENCE

18.01 Jury Duty

Any regular full-time employee who is required to perform jury duty, including service as a subpoenaed witness in a court action or Coroner's inquest, on a day on which he would normally have worked, will be fully compensated by the Employer at his regular straight time hourly rate of pay for his regularly scheduled hours of work. Payment for such duty from sources other than the Employer, shall be payable to the Employer to the end that no employee shall receive both his regular earnings and jury duty pay.

Employees must advise the Employer as soon as they receive notice of Jury Duty summons in order for the Employer to be able to manage the situation. Employees who fail to provide immediate notice to the Employer will not be entitled to the reimbursement above.

18.02 Bereavement

In the event of the death of an employee's spouse, child or parents, the employee may be absent from work five (5) days with pay. In the event of death in an employee's immediate family (grandparents, sisters, brothers, sons-in-law, daughters-in-law, mother-in-law, father-in-law, brothers-in-law, sisters-in-law or as further defined by the B.C. *Employment Standards Act*, RSBC 1996, c. 113 ("BCESA")), the employee shall be entitled to be absent from work three (3) days with pay. In addition, if the employee is notified of the death while he is working, he will be excused from and paid for the balance of the working shift and such time shall not reduce the three (3) or five (5) days of leave. It is understood that the day of the funeral service shall be included among approved days of paid leave unless otherwise agreed between the employee and the Employer.

18.03 Leaves of Absence

a) The Employer shall grant leaves of absence as requested in writing, without pay and without loss of seniority, for the following reasons for a maximum period of two (2) months:

   i) sickness in the immediate family;

   ii) death in the immediate family (immediate family as defined in Article 18.02)

b) Requests for leaves of absence for educational purposes, Union activity, or extended vacations subject to conditions outlined above-shall be at the Employer's discretion. In the event of a dispute, the request for leave shall be reviewed and decided by the Union Management Committee established in Article 16.

18.04 The above shall not preclude extensions for education or personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

18.05 Sick Days

Regular, full-time employees, who have obtained regular employment status as per Article 5.04 who are on the seniority list as of the date of ratification, shall continue to accumulate paid sick leave as required by the BCESA.

18.06 Employees with five (5) years seniority or more may, on written request to the Employer, be granted leave of absence for up to one (1) year, without loss of seniority.

ARTICLE 19 - WORKPLACE SAFETY

19.01 Occupational First Aid Ticket: One employee on each crew shall be encouraged to obtain an Industrial First Aid Ticket, with those in possession of a valid Industrial-ticket, who are designated by the Employer as the first aid attendant, to receive the following premium:

Level "2"	$0.60 per hour worked
Level "3"	$1.00 per hour worked

19.02 Safety Boots: The Employer shall reimburse, to a maximum of two hundred dollars and fifty ($250.00) per year per employee, for CSA-approved safety-boots. Such boots must be worn on the job. Receipts for boots must be provided by the employee, to receive the reimbursement.

Effective January 1st 2024, Safety Boot allowance shall increase to two hundred and seventy-five dollars ($275.00).

Effective January 1st 2025, Safety Boot allowance shall increase to three hundred dollars ($300.00).

In recognition of the additional wear and tear caused by work completed on paving crews and Mechanics, employees who have worked on a paving crew or as a Mechanic for a minimum of five hundred (500) hours during the year, shall be entitled to an additional one hundred dollars ($100.00) towards their annual reimbursement for that year.

19.03 The Employer shall reimburse employees up to seventy-five dollars ($75.00) each three (3) years for moulded hearing protectors.

19.04 Gloves and coveralls shall be provided to employees when servicing equipment when such are needed by the employee upon proof of sufficient wear and tear. Abuse of this privilege will result in the privilege being revoked.

19.05 The Employer shall supply fresh drinking water to each jobsite for employees.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 The parties to this Agreement recognize the Stewards, the Union Officers and the Union Representatives specified in Article 3, as the agents through which employees shall process their grievances and receive settlement thereof.

Neither the Employer nor the Union shall be required to consider or process a grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of the Agreement.

A "Group Grievance" is defined as a single grievance, signed by a Steward, a Union Officer or a Union Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing at Step 1. The grievors shall be listed on the grievance form.

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 21, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, a Union Officer or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

Step 1:

Any employee having a grievance will, accompanied by a Steward, a Union Officer or a Union Representative, submit the same to his immediate supervisor within five (5) work days of the act or condition causing the grievance or having an opportunity to become aware of his grievance.

This supervisor will deal with the grievance not later than the third (3rd) work day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2:

If the grievance is not settled under Step 1, a Union Representative may within five (5) work days of the decision under Step 1, or within five (5) work days. of the day this decision should have been made, submit a written grievance to the Employer.

The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) work days following the said meeting.

The Employer and the Union may mutually agree to waive or alter any of the time limits set out in this Article.

ARTICLE 21- ARBITRATION

21.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

21.02 The party requiring arbitration must serve the other party written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

21.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

21.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

21.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

21.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 21.05 the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

21.07 It is agreed that the single Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 20 and 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

21.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any movies earned, or by any other arrangement which is just and equitable in the opinion of the single Arbitrator or Arbitration Board.

21.09 Where the single Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in. view of the employee's employment record and the circumstances surrounding the discharge or suspension, the single Arbitrator may substitute a penalty which is in the opinion of the single Arbitrator just and equitable.

21.10 Each of the parties hereto will equally bear the expense of the Arbitrator.

ARTICLE 22 - DISCHARGE SUSPENSION AND WARNING

22.01 Discipline should be applied uniformly and be appropriate to their cause and to the principles of progressive discipline. Except in cases of gross misconduct, discharge for just cause will be preceded in a progressive manner, namely bona fide efforts to counsel or coach, verbal warnings, written warnings, and suspensions. Discipline must be documented and included in the employee's file and forwarded immediately to the Union office. Discipline letters will be removed from an employee's active record after eighteen (18) months from date of discipline provided the employee has no additional discipline during that time.

22.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) work days following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) work days following the interview, the Union may submit the complaint to arbitration.

22.03 The Employer and the Union agree that the use of alcohol or illegal drugs during working hours, or while operating the Employer's equipment or vehicles, cannot be tolerated. Use of such may lead to immediate termination of employment.

ARTICLE 23- COLLECTIVE BARGAINING

23.01 The parties agree that the Union requires a bargaining committee comprised of employees in the bargaining unit. Therefore, up to two (2) bargaining unit employees will be permitted to participate in bargaining as determined by the Union.

ARTICLE 24- RESPECT AND DIGNITY IN THE WORKPLACE

24.01 The Employer and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

24.02 Workplace harassment is conduct that is unwanted or unwelcome and unnecessary and is known or ought reasonably to be known to be unwelcome, and that can be related to be unwelcome, and that can be related to any of the grounds of discrimination prohibited by law, the Collective Agreement and for the Company Policy.

24.03 Both the Company and the Union will not accept any form of bullying in the workplace. The employer has a Workplace Harassment Policy in place to ensure a safe, healthy and respectful workplace. The policy is available by the employer as per Article 3.5 of the Health and Safety Manual.

ARTICLE 25 - DURATION

25.01 This Agreement shall be effective on the first (1st) day of July 2023, and shall remain in effect until the thirtieth (30th) day of June 2026, and for further periods of one (1) year, unless notice shall be given by either party of the desire to delete, change, or amend any provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.

SIGNED this 27 day of September, 2023

VERNON PAVING LTD.	INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115
REDACTED	REDACTED

APPENDIX "A"

CLASSIFICATIONS AND HOURLY RATES

CLASSIFICATIONS	July 1, 2023	July 1, 2024	July 1, 2025
	5.25%	**3.5%**	**2.0%**
Working Foreperson (8% over Operator rate I)	$38.74	$40.24	$41.06
Lead Hand (4% over Operator rate I)	$37.30	$38.75	$39.54
HD Licensed Mechanic*	$43.10	$44.75	$45.66
Operator I / Rakerperson I	$35.87	$37.26	$38.02
Operator II / Rakerperson II	$33.72	$35.03	$35.75
Truck Driver / Machinery Mover	$35.16	$36.52	$37.27
Truck Driver	$32.63	$33.91	$34.60
Skilled Labourer / Occasional Operator	$31.84	$33.09	$33.77
Labourer (0 – 2,000 hours***)	$30.63	$31.84	$32.49
Unskilled Labourer (0 – 1,000 hours**)	$26.58	$27.64	$28.21
Casual Labourer (0 - 60 days***)	$24.35	$25.34	$25.86

**Time actually in position.
***Time employed as an Unskilled Labourer and/or Labourer

Lead Hands:

The employer will appoint Lead Hands where it deems necessary and will remove Lead Hands at its discretion. Lead Hand responsibilities will be clearly communicated to employees who are appointed. Where the Employer appoints a Lead Hand, such employee will be paid a Lead Hand premium of one dollar ($1.00) per hour which will be added to the employee's regular rate of pay.

Foreman Premium:

Eight percent (8%) over the highest classification supervised will be paid to an employee who has been designated as Foreman by the Employer. Foremen will be designated/appointed and un-appointed at the sole discretion of the Employer.

Classification adjustments / Performance evaluations:

(a) Employees in the Unskilled Labourer and Labourer classifications will progress based on hours worked while in those classifications. The Company may elect, at its sole discretion, to move an employee prior to the hours threshold, based on demonstrated performance and skills.

Unskilled Labourer moves to the Labourer classification after the completion of one thousand (1,000) hours.

Labourer moves to the Skilled Labourer/Occasional Operator classification after the completion of a total of two thousand (2,000) hours worked (combined with time in the Unskilled Labourer classification).

(b) The Company will commit to doing a review of each employee's performance, for employees in the Skilled Operator/Occasional Operator and Operator/Rakerman I classifications.

There will be a mid-year review in June of each year where the Company will provide feedback to the employee about their strengths and opportunities for improvement as well we what is required for them to be considered to move to the next classification.

In November of each year the Company will do a complete evaluation of each employee's performance and determine whether or not they will move to the next classification for the following season. Movement to the next classification will be limited to where a position is available.

(c) Any employee hired from the Union who is in an apprenticeship program will follow the apprenticeship scale.

(d) The Union reserves the right to file a formal grievance where it deems that the decisions regarding an employee's progression have been done in an arbitrary or biased manner.

<u>General Items</u>

(a) Mechanics are required to supply all their own tools and will be paid a tool allowance of fifty cents ($0.50) per hour worked. Mechanics will be required to supply an inventory of their tools indicating make and model which will be signed by management. In the event of stolen tools (except where the employee's negligence led to the theft), the Employer will replace such tools provided they are listed on the inventory list. The Company will supply all specialty tools which will remain company property.

(b) An employee working in the shop who is not a certified mechanic shall continue to receive his regular rate of pay, but in no case more than the operator rate.

(c) Air Ticket: All employees classified as operators must obtain an Air Ticket in order to operate equipment. Upon successful completion of the Air Ticket course, the Employer will reimburse the employee fifty percent (50%) of the cost of the course.

(d) An employee may be designated as a trainee in the positions of Rakerman, operator, or mechanic's helper for such periods as the Employer considers appropriate, except that such a trainee shall not replace or do the complete work of the employees normally filling the position in which he is training. In the case of a labourer/occasional operator, such an employee may be asked regularly to do manual labourer's work. Such a labourer/occasional operator shall not be expected to totally replace or, for extended periods of time, do the work of the employees who normally do this work without being paid at the appropriate classified rate.

APPENDIX "B"

SCHEDULE OF EMPLOYER AND EMPLOYEE REMITTANCES

PENSION, BENEFITS, TRAINING & DUES	July 1, 2023	July 1, 2024	July 1, 2025
Pension Rate	$5.55/hour	$5.65/hour	$5.75/hour
Benefits	$2.55/hour	$2.60/hour	$2.65/hour
Operating Engineers Training Association (UETA)	$0.38/hour	$0.38/hour	$0.38/hour
International Training Association Fund	$0.05/hour	$0.05/hour	$0.05/hour
Working Dues	$0.55/hour	$0.55/hour	$0.55/hour

LETTER OF UNDERSTANDING #1

BETWEEN:	VERNON PAVING, A DIVISION OF LAFARGE CANADA INC.
AND:	INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

RE: Market Adjustments to Wages

Whereas the parties have negotiated rates for each classification for each year of this collective agreement;

And whereas the parties agree that the current market conditions are challenging with respect to the available labour as well as due to wage expectations for specific positions;

Therefore, the parties agree to the following temporary market adjustment to the wage for the listed classification only:

- Finish Grader Operator - a premium of two dollars and fifty cents ($2.50)* per hour above Operator 1 will be added to the rates noted in the collective agreement effective upon signing this LOU.

  * The parties agree that the premium will not increase in each year, the fixed amount of two dollars and fifty cents ($2.50) per hour above Operator 1 will simply be added to the already negotiated increases which are outlined in Appendix "A".

This Letter of Understanding will automatically expire upon the expiration of the collective agreement. Either party may cancel this Letter of Understanding prior to the expiry of the collective agreement provided sixty (60) days written notice has been given to the other party and to the impacted employee(s).

SIGNED this 27 day of September, 2023

VERNON PAVING LTD.

REDACTED

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

REDACTED

LETTER OF UNDERSTANDING #2

BETWEEN: VERNON PAVING,
A DIVISION OF LAFARGE CANADA INC.

AND: INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 115

RE: Northern Rates

Any work north of 100 Mile House, British Columbia, shall be paid as per the Northern Interior Roadbuilding Paving Addendum for Districts 4 & 5.

SIGNED this 27 day of September, 2023

VERNON PAVING LTD.	**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115**
REDACTED	REDACTED

BL/af MoveUp

INCLUSIVE LANGUAGE FOR COLLECTIVE AGREEMENTS

LAFARGE

July 26, 2022

REDACTED

International Union of Operating Engineers Local 115 *Delivered via Email: bLefebvre@iuoe115.ca*

Re: Discussions during 2022 collective bargaining regarding Inclusion in the Workplace

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Dear Brian,

This is to confirm our discussions during collective bargaining held on July 25 and 26, 2022. The Company and the Union are very supportive of ensuring an inclusive workplace and our joint commitment to this is stated in the collective agreement. This commitment includes but is not limited to the following:

- Gender neutral washrooms - each worksite will be equipped with an appropriate number of gender neutral washrooms for all employees to use regardless of their gender identity.
- Appropriate PPE - each employee will be provided with properly fitting Personal Protective Equipment (PPE) based on their own body-type, to the extent they are available to be supplied by manufacturers/suppliers.
- Menstrual Care Products - all work sites will be equipped with an emergency supply of products for employees who require them.

As more topics arise, the parties commit to discussing solutions in a timely manner.

Sincerely,

Lafarge Canada Inc.
REDACTED