

COLLECTIVE AGREEMENT

PITT RIVER QUARRY, LEEDER AVENUE AGGREGATE DEPOT, MITCHELL ISLAND  
AGGREGATE DEPOT & PORT KELLS AGGREGATE DEPOT

BETWEEN:

LAFARGE – WESTERN CANADA  
A DIVISION OF LAFARGE CANADA INC.,  
A MEMBER OF LAFARGEHOLCIM

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

DURATION: April 1, 2021 to March 31, 2025

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COLLECTIVE AGREEMENT

BETWEEN:

LAFARGE – WESTERN CANADA  
A DIVISION OF LAFARGE CANADA INC., A MEMBER OF LAFARGEHOLCIM

(hereinafter referred to as the “Employer”)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the “Union”)

(hereinafter referred to as the “Parties”)

WITNESSETH: that the Parties hereto agree as follows:

**ARTICLE 1: OBJECTS**

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

For the purposes of this Agreement, masculine and feminine references shall apply to all employees equally and the singular to include the plural.

**ARTICLE 2: DURATION**

2.01 This agreement shall be in full force and effect from and including April 1, 2021, to and including March 31, 2025 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date March 31, 2025, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer lockout, or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.

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

## **ARTICLE 3: EXTENT**

### **3.01 Application:**

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in the attached Schedule shall be binding on the Employer and the Union and their respective successors and assigns.

Further, these terms and conditions shall apply to the following geographical area only – the Lower Mainland and Fraser Valley (Hope on the East, Vancouver on the West, the U.S. Border on the South to Pemberton on the North, inclusive). Should work be performed in other areas of the province or the Yukon, the applicable District Schedules shall apply.

When in the opinion of both Parties it is deemed beneficial to the Employer and the Union members, the terms and conditions of the Collective Agreement may be modified for work coming under this agreement's "Extent Clause". Such mutually agreed modifications shall be conducted at a pre-job conference resulting in a Letter of Understanding and may be for one (1) project, for a type of work, for a specific area or for a specific period of time. Any request for modifications to this Agreement shall be put forward in writing to the Union.

### **3.02 Sub-Contractors:**

The terms of this Agreement shall apply to all Sub-Contractors or sub-contracts let by the Employer. The Employer shall engage only those Sub-Contractors having an Agreement with the signatory Union prior to commencing work.

The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on the Sub-Contractor.

In the event a Sub-Contractor fails to make payment of wages, or benefits and conditions as contained in this Agreement, the prime contractor shall upon written notice, by the Union, of such payroll failure, be required to make the necessary payments.

## **ARTICLE 4: WAGES**

### **4.01 Hourly Wage Rates:**

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

### **4.02 Vacation and General Holidays:**

- (a) Employees shall take their annual vacation within the calendar year in which they are entitled to the said vacation and may take them in one (1) continuous period.

Should the Employer request employees who are on vacations to return to work, the Employer shall pay wages at two times (2x) the rates for the balance of the vacation period.

Employees shall choose their time off for their annual vacations.

The Employer shall post a vacation calendar prior to April 1 of each year for the benefit of the employees.

- (b) Vacation and General Holiday pay shall be accrued at the rate of twelve and one-half percent (12.5%) of gross earnings (six percent [6%] for annual vacation and six and one-half percent [6.5%] for General Holidays) and shall be paid to the employee upon termination of employment, or, when an employee takes their annual vacation.

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

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

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

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

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

- (c) 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 Federal and/or 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 rates. In the event that any additional day or days are declared public or provincial holidays by the Federal and/or Provincial Government, then such holidays shall be recognized and the General Holiday pay shall be increased by one-half of one percent (0.5%) for each additional day.

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

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

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.

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.

#### 4.03 Payment of Wages:

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

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

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than forty-eight (48) hours after they cease to be an employee of the Employer, all wages, salary and holiday pay earned by such employee. The Employer shall provide every employee covered by this Agreement with an itemized statement in respect of payments made to such employee by the Employer via electronic payroll. Such statement will show the regular hours worked, total overtime hours worked, the rate or rates applicable, the gross amount of wages, vacation pay and pay for General Holidays, and all deductions made therefrom. Such statement shall also include all year-to-date summaries.

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

#### 4.04 Bonding Payroll Failures and Out-of-Province Firms:

- (a) Before members are dispatched to the Employer, such Employer shall, if demanded by the Union, post a bond or an Irrevocable Letter of Credit in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each employee who will be placed on the Employer's payroll for use in default of payment of wages, Benefits contributions, vacation pay, General Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond or Irrevocable Letter of Credit shall, by mutual consent of the Union and the Employer concerned, be terminated.
- (b) Where there has been a payroll failure by the Employer or where the Employer has failed to remit trust funds as provided for elsewhere in this Agreement, the Employer shall, upon demand by the Union:
  - (i) make available at the Employer's premises all payroll records to the Union for examination; and/or

- (ii) post a bond in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each employee who was on the Employer's payroll during the immediately preceding six (6) months.

In lieu of the bond, the Employer shall submit an Irrevocable Letter of Credit upon request of the Union.

- (c) Out-of-Province firms must establish a local pay office.

#### 4.05 New Classifications:

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

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

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Article 14.

#### 4.06 Higher Wage Rates:

Where an employee works in a higher hourly wage classification, they shall be paid the higher rate for a minimum of four (4) hours. If they work more than four (4) hours at the higher hourly wage classification, they shall be paid the higher rate for the entire shift.

#### 4.07 Lesser Rate of Pay:

At no time will an employee be required to work in a lesser wage classification than that for which they were dispatched, unless the employee agrees to the lesser wage classification in writing, which will require the employee's signature.

### **ARTICLE 5: BENEFITS AND PENSION PLAN**

- 5.01 The Employer shall make contributions to the Operating Engineers' Benefits and Pension Plans in the amounts specified in Appendix "A": Employee/Employer Contributions for each hour earned in respect to each employee covered by this Agreement.

For clarification, "hours earned" means one and one-half times (1.5x) or two times (2x) the contribution rate for overtime hours.

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

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 interest of the Plan participants and beneficiaries reappropriation those contributions received as provided for in the Schedule of Employer/Employee Contributions.

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

The Employer is required to report on the forms provided by the Benefits and Pension Plans.

Contributions must be 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 accordance with this section of this Agreement:

- (a) The Union is free to take the following economic action:
- (i) demand payment of the two percent (2%) per month delinquency charge as provided for in Article 22 in this Agreement; and/or
  - (ii) demand the posting of a bond or an Irrevocable Letter of Credit as provided for elsewhere in this Agreement; and
- where the Employer has failed to comply with (i) and (ii) above, then
- (iii) forty-eight (48) hours after the Union has delivered the demand for bond or the Irrevocable Letter of Credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the Irrevocable Letter has been furnished and such other action shall not be considered a violation of this Agreement.

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

- (b) The Employer agrees that it shall:
- (i) Pay the delinquency charges referred to in (a) (i) of this section and
  - (ii) Post a bond or irrevocable letter of credit referred to in (a) (ii) of this section whenever they are demanded in accordance with the provisions as set out in this Agreement.

The Business Representative of Local 115 may inspect during regular business hours an 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 their intentions to audit and to make the necessary arrangements for the time and place.

Payments to the Benefits and Pension Plans shall be made electronically, payable at par to the Operating Engineers' Benefits and Pension Plans at 4333 Ledger Avenue, Burnaby, B.C. Payment for dues deductions shall be made separately from all other remittances.



Benefits which will be provided under these Plans are as follows:

1. Medical surgical benefits;
2. Weekly indemnity benefits for non-occupational sickness and accident;
3. Pension Plan;
4. Such additional benefits as the Trustees of the Plans shall periodically determine

Other personnel of the Employer's party to this Agreement may become Associate Members of the Operating Engineers Benefits Plan as provided for in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time.

## **ARTICLE 6: HOURS OF WORK, SHIFTS AND CALL-OUT**

### **6.01 Regular Hours:**

Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 3:30 p.m., five (5) days shall constitute a week's work; i.e., Monday, 7:00 a.m. to Friday, 3:30 p.m.

#### Variation in Shift Starting Time:

- (a) The starting times for day shift may commence between the hours of 6:00 a.m. and 8:00 a.m., and must apply for five (5) consecutive days in the work week. If an employee works less than five (5) consecutive days in the work week, overtime rates will apply from the regular start time.
- (b) Where the Employer requests a variation to the existing start times, it shall be requested in writing and shall be decided and agreed upon between the Union's Business Representative and the Employer.

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

### **6.02 Shifts:**

- (a) The following provisions shall apply to all employees covered under this Agreement.

When a second shift is required and continued for three (3) consecutive days or more, seven (7) hours of work shall constitute the second shift for which eight (8) hours' pay will be paid.

When a third shift is required and continued for three (3) consecutive days or more, seven (7) hours of work shall constitute the third shift for which nine (9) hours' pay will be paid.

Shift differential on straight time days shall be paid at straight time and on overtime days, at the prevailing overtime rate. All hours worked in excess of seven (7) hours on additional shifts, shall be paid for at overtime rates. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided.

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

6.03 Shift Rotation:

Where two (2) or more shifts are required, they shall rotate by mutual agreement between the Union and the Employer: i.e., it is not intended that rotation would apply where there is no counterpart or cross shift.

6.04 Where a second shift is to be worked it shall commence within one (1) hour before the completion of the previous shift and no later than the end of the previous shift. Start times may be scheduled in thirty (30) minute increments and must apply for three (3) consecutive days in the work week.

6.05 Call-Out Time:

(a) The following provisions shall apply to all Employees covered under this agreement.

Where an employee is called out for work and no work is performed, they shall be paid four (4) hours at the employee's applicable hourly rate.

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

- (i) On regular shifts at straight time;
- (ii) On Saturdays, Sundays and General Holidays at the prevailing overtime rates;
- (iii) Where an employee is called out for work at any time, and work is performed, they shall be paid a minimum of:
  - (A) On regular shifts, four (4) hours at straight time;
  - (B) On overtime days, four (4) hours at the prevailing overtime rates;
  - (C) After the regular shift, employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.

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

If the employee works more than four (4) hours on Saturday, Sunday, or General Holidays, they shall receive a minimum of eight (8) hours' pay at the prevailing overtime rates.

Where an employee reports at the request of their Employer, and performs work at overtime rates prior to their regular starting time, such time will be considered as overtime only, and not considered in calculating their daily minimums under this Article.

- (b) Call outs are paid provided however, that the employee has reported to the jobs in person, in a competent condition to carry out their duties, and providing adequate notice has not been given not to report to work.

Each employee shall provide the Employer with their telephone number where they may be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

## **ARTICLE 7: OVERTIME**

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

All hours worked outside (prior to and after) the established shift, Monday to Friday, shall be paid at one and one-half times (1.5x) the employee's hourly rate up to eleven (11) hours; except for all hours worked prior to 6:00 a.m., which will be paid at two times (2x) the employee's hourly rate.

Saturday may be worked for eleven (11) hours between 8:00 a.m. and 7:30 p.m. or accepted variations and paid for one and a half times (1.5x).

All work performed beyond eleven (11) hours per day Monday to Saturday, Sundays or General Holidays shall be paid at two times (2x) the employee's hourly rate.

All overtime worked by employees in permanent shops or performing maintenance on permanent plants, shall be on a voluntary basis.

- 7.02 Provision of Meals on Overtime:

When employees are required to work extended daily hours in excess of ten (10) hours, the Employer shall be required to provide a meal at no cost to the employees, for those involved. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (0.5) hour to be paid at the applicable rate of pay. This break shall occur not more than six (6) hours after the last meal time.

Should an employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

If circumstances make the providing of a meal impractical, the employee shall receive twenty dollars (\$20.00) in lieu of each meal not so provided. This amount may be amended annually by mutual agreement between the Union's Business Representative and the Employer.

- 7.03 Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate, and shall be given one-half (0.5) hour to consume their lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

## **ARTICLE 8: TRANSPORTATION**

### **8.01 Local Transportation:**

#### **(a) Transportation Between Sites:**

All employees required to change job locations during working hours, will be paid at a rate of fifty-four cents (\$0.54) or as specified by the Canada Revenue Agency (CRA) per km each way for such additional mileage to reimburse the employee for daily travel allowance and travelling time.

As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage, and operated in compliance with WorkSafeBC Regulations.

#### **(b) Bridge Tolls:**

When directed by the Employer during working hours, to travel over a tolled bridge or highway the Employer will reimburse the employee for the toll(s) paid.

### **8.02 Out of Town Projects:**

For any projects that require out of town transportation and/or room and board, the terms and conditions of the BC Standard Roadbuilding Industry Agreement (Paving) shall apply. Any variation must be agreed upon by the Union's Business Representative and the Employer. Such mutually agreed variations/modifications shall be conducted at a pre-job conference resulting in a Letter of Understanding and may be for one (1) project, for a type of work, for a specific area, or for a specific period of time. Any request for modifications to this Agreement shall be put forward in writing to the Union.

## **ARTICLE 9: WORKING CONDITIONS**

### **9.01 Meal and Break Periods:**

A one-half (0.5) hour unpaid meal period shall be at mid-shift.

- 9.02 When shifts are scheduled for a minimum of eight (8) hours the Employer shall allow each employee two (2) breaks of ten (10) minutes each. When shifts are scheduled for a minimum of ten (10) hours the Employer shall allow each employee three (3) breaks of ten (10) minutes each. Time of breaks and the combining of the breaks shall be mutually agreed upon.

### **9.03 Personal Protective Equipment (PPE):**

Essential protective clothing including welder's gloves, safety glasses, protective vests or leather jackets, noise abatement devices, and rainwear shall be supplied at no charge to the employee.

All employees required to wear CSA approved safety boots shall receive up to two hundred and fifty (\$250.00) per calendar year as per Employer policy. Reimbursement is to be paid by the Employer upon production of receipt of payment.

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

9.05 Rehydration:

Where there is no running tap water available, bottled drinking water shall be provided. A rehydration option shall be supplied during the summer months.

9.06 If requested by the Union or employee, the Employer will provide within three (3) calendar days, a termination slip which shall state the reason for the employee's termination and whether or not they are eligible for rehire.

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

9.08 Facilities:

A lock-up shall be provided for employees for drying clothes, and dressing room, as well as lunch room. The lock-up shall have tables, and benches with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia. Space shall be provided for employees to eat their lunch or take breaks as may be required. The space shall have hot and cold running water, seating for the crew, cleaning supplies to wipe and clean used surfaces before and after breaks.

All shops shall provide adequate clean-up facilities.

9.09 Fire and Theft Insurance:

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

The Employer shall also provide fire and theft insurance for the employees required tools to a total value of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer.

9.10 Coveralls:

- (a) All employees covered under this agreement who request coveralls shall have these supplied and cleaned by the Employer. There shall be one (1) change a week available in the employee's proper size. Employees are expected to take reasonable care of coveralls supplied. In the event that an employee does not return the coveralls supplied to them by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any monies owing to the employee.
- (b) Employees entitled to receive coveralls as provided herein may obtain an additional change of coveralls in any one (1) week providing the condition of the coveralls requires a change. The shop Foreperson shall use discretion in authorizing the additional change.

9.11 Operator's Licenses and Medical Examinations:

The Employer shall pay the cost of obtaining operators' licenses, including medical examinations, which are required by the Employer for employees to do their jobs other than those and is required under the Motor Vehicles Act for employees covered by this Agreement.

9.12 No employee will be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.

9.13 Each employee being terminated will be given one (1) hours' notice of termination by the Employer or one (1) hour's pay allowed in lieu thereof. Heavy duty mechanics and apprentice mechanics may utilize this hour to gather together their tools and put them in shape for their next job.

9.14 Mechanic's Tools:

When a mechanic leaves the employ of the Employer, the Employee and the Employer shall collect all tools belonging to the Employee within seventy-two (72) hours of them leaving employment.

9.15 Where an employee is involved in an accident while on the job and as a result is unable to perform their work, they shall receive a full day's pay for the day of the accident.

9.16 Union Business:

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

Any employee who acts within the scope of the above paragraph shall not lose their job, or be discriminated against for so acting.

9.17 Telephones:

It is agreed that a telephone(s) shall be made available to all members at all times for outgoing emergency purposes and that incoming messages received shall be relayed immediately.

## ARTICLE 10: UNION SHOP

### 10.01 Dispatch Offices:

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 company 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 nearest Union District Office to the project.

### Mobility of Employees:

Operating Engineers covered under the terms and conditions of this Collective Agreement can transfer from any of the above listed depots to Pitt River Quarry to meet business requirements, upon acceptance from the employee in question.

### 10.02 Hiring:

Subject to the provisions of this Article, all employees of the Employer engaged in and/or working at those classifications set out in Appendix "A" attached hereto shall be or shall become members in good standing of the Union.

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

When employees are hired as provided above, they shall be considered an employee of the Employer and shall be entitled to all employee benefits.

However, with specific reference to WorkSafeBC provisions and in the event of an accident and a claim by the employee or the said employee is denied by WorkSafeBC, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by WorkSafeBC.

When the Employer rents equipment the operators of such rented equipment shall be members of the Union and hired in accordance with the provisions of this Article.

Apprentices and trainees as required shall be hired through and in accordance with the IUOE Local 115 Training Association as outlined in Article 17 of this Agreement.

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

When Union members are not available within the jurisdiction of the Operating Engineers' Local 115, then the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union and Tradespeople qualifications and must obtain a Union Permit from the Dispatch office.

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

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

When an employee suffers a compensable injury, they shall be entitled to re-employment with the Employer when they receive a clearance to return to work from their doctor or WorkSafeBC, providing the project is still in operation and there is work in their classification; however, should the Employer refuse employment, the Union, at the request of the employee, may request the Employer to provide reasons for refusing to rehire.

- 10.03 Should an employee at any time cease to be a member in good standing of the Union, under whose jurisdiction they are employed, the Employer shall, upon notification from the Union, discharge them forthwith.

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

- 10.04 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-union workers whose organization is not affiliated to the Building Trades Council shall not be deemed a breach of this Agreement.

On those projects where a developer or owner was predetermined on the tender that if the Collective Agreement contain an Affiliation Clause/Article and such Clause must be waived, in these instances, the Employer shall contact the Union to discuss the matter in order to determine if such Clause shall be waived.

- 10.05 It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Building Trades Councils of British Columbia, or to work with or to receive from any persons or firms who are considered unfair by any of the said Building Trades Councils.

## **ARTICLE 11: JOB STEWARDS**

- 11.01 Job Stewards shall be recognized on all jobs and shall not be discriminated against. The Business Representative of the Local Union reserves the right to appoint and dispatch all Job Stewards and shall notify the Employer, in writing, of the appointment. The job superintendent or Foreperson shall be notified by the Union of the name or names of such Job Stewards, and in the event of layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the Parties hereto. Time shall be given to the Job Steward to carry out their duties.



- 11.02 The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.
- 11.03 Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or Foreperson; however, in no way will they interfere with the employees during working hours unless permission is granted.

## **ARTICLE 12: TECHNOLOGICAL CHANGE**

- 12.01 The Employer shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of the employees to whom this Collective Agreement applies.
- 12.02 Should automation cause jobs to cease, the impacted employee(s) may have the opportunity to work on another piece of equipment dependent on overall staffing and business needs. Should training be required, the impacted employee(s) shall be allowed up to twenty-one (21) days to train on the other piece of equipment without any loss of pay. This opportunity will be limited to a one (1) time equipment change.

## **ARTICLE 13: HEALTH AND SAFETY**

- 13.01 (a) It is understood and agreed that the Parties to this Agreement shall at all times comply with the accident prevention regulations of WorkSafeBC and/or the Mining Act. Operators shall not be required to operate any machine which violates Department of Mines, or WorkSafeBC Safety Requirements, and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no employee will be discharged because they fail to work under unsafe conditions as set out in the Regulations.
- (b) Any employee may refuse to work where in their opinion adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to drive or operate such vehicle or equipment if, in their opinion, there is any reasonable doubt as to the safety of the unit, or if they deem it is improperly loaded. The employee may not be ordered to operate said vehicle or equipment until all safety-related defects have been corrected.
- (c) Any refusal of an employee to abide by known WorkSafeBC Regulations, Safety Regulations of the Mining Act, or posted Employer safety regulations will be subject to the Employer's discipline policy.
- 13.02 Whenever the Employer, the Workers' Compensation Act, or the Safety Regulations of the Mining Act require the use of safety equipment, the Employer will supply all required personal protective equipment (PPE) at no cost to the employee provided the employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.
- 13.03 The Head Job Steward, or a representative of the Joint Health and Safety Committee, shall accompany the WorkSafeBC or the Mines Inspector on all inspections.

13.04 Joint Health and Safety Committee:

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

Copies of the minutes of Safety Minutes shall be forwarded promptly each month to the Union Office.

13.05 Safety Training:

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

**ARTICLE 14: DISPUTES**

14.01 Grievances:

It is the spirit and intent of this Agreement as contained in Article 1: Objects, to resolve all employee or Employer grievances promptly and wherever possible, within the Industry.

If during the term of this Agreement, there should arise any difference between the Parties to, or the persons bound by this Agreement concerning interpretation, application, operation or any alleged violation hereof, or concerning discharge of any employee which may be alleged to be unjust, and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:

- (a) The Job Steward or Business Representative of the Union shall first discuss the difference with the Foreperson or Superintendent of the Employer in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, except the matter of discharge must be submitted in writing within ten (10) days of occurrence, or, in every case, the matter shall be deemed to be waived.

However, the foregoing time limits will not apply in respect to any Employer contributions to the Benefits and Pension Fund, the IUOE Local 115 Training Association, the Operating Engineers' Advancement Fund, the Operating Engineers' Mechanics Tool Allowance Fund, the Construction Industry Rehabilitation Fund, and the Union, to be made on behalf of the employees as provided for in this Agreement.

It is intended that the failure of the Employer to make the requisite contributions to be made on behalf of the employees as provided elsewhere in this Agreement, may be claimed by the employee at any time.

The Employer shall only remain liable for Benefits and similar funds as provided for in this Agreement on behalf of the Sub-Contractor for a period of forty (40) days after completion of the sub-contract.

- (b) In the event that any grievance is not resolved between the Employer and the Union within twenty (20) days, then each party shall within five (5) days agree that the grievance will be heard by a single arbitrator. The Arbitrator shall, within ten (10) days, or such extended period as may be mutually agreed by the Parties, hear the Parties and render a decision within seven (7) days which shall be final and binding. The fees and expenses of the Arbitrator shall be borne equally by the Parties to the grievance.

#### 14.02 Time Limits:

The time limits specified in this Article shall be strictly construed and may be extended only with the mutual consent of the Parties to the grievance. The time limits shall be exclusive of Saturdays, Sundays, and General Holidays.

### **ARTICLE 15: PUBLIC RELATIONS**

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

### **ARTICLE 16: SAVINGS ARTICLE**

- 16.01 In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Articles in this Agreement, such Statute or Law shall prevail over any such Article, however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the Parties hereto shall meet within the period of sixty (60) days to redraft a new section or portion thereof, which shall be valid and which shall replace the section or portion thereof declared invalid.

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

### **ARTICLE 17: IUOE LOCAL 115 TRAINING ASSOCIATION (IUOETA)**

- 17.01 The Employer shall make contributions, as set forth in the Employee/Employer Contribution Schedule, for each hour for which wages are payable hereunder for each employee covered by this Agreement to the IUOETA.

The IUOETA shall be used to provide employees with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of road building and allied equipment and to provide for tradesperson's qualification test.

The IUOETA Board of Directors, established under the IUOETA will administer the Association.

The Employer shall notify the Union and the Administrator of the IUOETA if they discharge an apprentice or trainee in any trade classification.

Where the Employer employs more than four (4) but less than ten (10) Journeyperson Tradespeople (listed in the trades classification), they shall employ at least one (1) registered Apprentice. Where the Employer employs ten (10) or more Journeyperson Tradespeople, they shall employ at least two (2) registered Apprentices.

Foremen shall be included in determining the ratio of Journeyperson's to Apprentices. All Apprentices shall be hired through the IUOE Local 115 Training Association.

When circumstances occur that the Journeyperson/Apprentice ratio is less than the requirement above due to an Apprentice achieving Journeyperson status it is agreed the Employer shall not be deemed to be in violation of the Agreement provided the next new hire in the Tradespeople classification is an Apprentice.

If the Union is unable to supply an apprentice from the Apprenticeship Program with the skillset required by the operation, the Employer can hire based on their needs even if the Journeyperson/Apprentice ratio is less than the requirement specified above.

When circumstances are required and the Parties agree to a Journeyperson/Apprentice ratio of less than the requirement above, it is agreed the apprentice shall be laid off before a Journeyperson.

#### **ARTICLE 18: TOOL ALLOWANCE FUND**

18.01 The Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics Tool Allowance Fund.

18.02 Tool List:

Tools required by heavy duty mechanics are listed in a schedule on file with the IUOE Local 115 Training Association.

#### **ARTICLE 19: WORKING DUES CHECKOFF**

19.01 The hourly working dues shall be calculated at two percent (2%) of the Group 1 hourly wage rate 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 20: OPERATING ENGINEERS' ADVANCEMENT FUND**

20.01 The Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour for which wages are payable to each employee covered by this Agreement to the Operating Engineers' Advancement Fund.

## **ARTICLE 21: CONSTRUCTION INDUSTRY REHABILITATION FUND**

21.01 The Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

## **ARTICLE 22: CONTRIBUTIONS AND DEDUCTIONS PAYMENT**

22.01 The contributions and deductions referred to in Articles 5, 17, 18, 19, 20, and 21 shall be remitted electronically each month together with a form supplied to the Employer by the Administrator of the Operating Engineers' Benefits and Pension Plans and remitted not later than the 15th day of each month to the Administrator of the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan shall remit monthly all such monies received to the Operating Engineers' Benefits and Pension Plans, IUOE Local 115 Training Association, the Operating Engineers' Tool Allowance Fund, the Operating Engineers' Advancement Fund and the Construction Industry Rehabilitation Fund and the Union. The said Operating Engineers' Benefits and Pension Plans may make reasonable charge for administrative expenses as determined by the Trustees of the said Plans, and approved by the Trustees of the recipient Funds. Payment for dues deductions shall be made separately from all other remittances.

22.02 If within forty-eight (48) hours of receipt of notification, by either the Union or the Benefits and Pension Plans, 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 its failure to report and pay contributions/ deductions as provided.

## **ARTICLE 23: SEVERANCE AND LAY OFF PAY**

23.01 Severance Pay:

- (a) The Employer shall pay to each employee with five (5) or more years of service, severance pay or notice in lieu of pay, in the amount of one (1) week's pay (or notice) for each year of service due to automation, technological change, or permanent lay-off. A lay-off is deemed permanent the sooner of the date the employee is informed the lay-off is permanent or thirteen (13) weeks from date of lay-off.
- (b) Severance pay as outlined in Article 23.01 (a) shall be paid to each employee whose employment is permanently discontinued as a result of the sale, lease or transfer, either in whole or part, of the Employer's assets.

## ARTICLE 24: LEAVE OF ABSENCE

### 24.01 Leave of Absence Due to Injury or Illness:

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing them from reporting to work, they will automatically be granted an unpaid leave of absence until such time as their doctor states they can return to work.
- (b) When any employee suffers an injury or illness which requires their unpaid leave of absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary.

24.02 Maternity/Parental Leave: Time off for Maternity and Parental leave are as per the minimum requirements outlined in the Employment Standards Act.

### 24.03 Jury 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 their 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.

### 24.04 Bereavement Leave:

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

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

Signed this 26<sup>th</sup> day of September, 2021.

LAFARGE – WESTERN CANADA –  
A DIVISION OF LAFARGE CANADA INC.,  
A MEMBER OF LAFARGEHOLCIM

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 115

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REDACTED

REDACTED

Employee and Labour Relations Business Partner

## SCHEDULE "A": SPECIAL PROVISIONS AND WAGES

### 1. (a) Operating Foreperson:

Where the Employer works three (3) or more employees on any one (1) shift on any one (1) project (number shall include sub-contractors and/or crewed rented equipment) under the jurisdiction of the Operating Engineers, Local 115, one (1) of these employees shall be appointed an Operating Foreperson. The Operating Foreperson shall receive a premium of eight percent (8%) per hour over the hourly rate of the highest Operating Engineer classification under their supervision.

### (b) General Foreperson:

When the Employer works six (6) or more employees on any one (1) shift on any one (1) project (number shall include sub-contractors and/or crewed rented equipment) under the jurisdiction of the Operating Engineers, Local 115, a Non-Operating General Foreperson position shall replace the Operating Foreperson position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Operating Engineer classification under their supervision.

When six (6) or more pieces of equipment are worked, the General Foreperson shall not be called upon to operate equipment.

Where three (3) or more pieces of equipment are worked on any one (1) shift on a project as provided for above, it is understood that all equipment within the jurisdiction of the Operating Engineers, Local 115 shall be under the supervision of an Operating Engineer Foreperson.

Apprentices and trainees shall be excluded when determining the ratio of a Non-Operating Foreperson.

### (c) Trades Foreperson:

If the Employer works four (4) or more employees on any one (1) shift on any one (1) project or in a permanent shop under the jurisdiction of the Operating Engineers, Local 115, an Operating Engineer Trades Foreperson shall be employed at ten percent (10%) over the hourly rate of the highest Operating Engineer classification under their supervision.

### 2. CREWS:

It is recognized that the moving (driving), repairing, servicing and maintenance of all motive power and construction equipment is the work of the Operating Engineer.

Crews on crushing plants, wash plants, and screening plants, shall consist of an Operator and an Apprentice or trainee.

### 3. MACHINE AND WORK ASSIGNMENT:



If an Operating Engineer is regularly assigned to a work assignment from Monday through Friday in a given week, and work is required after regular hours, or on the Saturday, Sunday and/or General Holiday of that week, such Operating Engineer will be assigned to such particular work assignment providing such Operating Engineer is available.

4. EQUIPMENT ASSEMBLY:

It is agreed that the assembling and dismantling of the Employer's motive power and construction equipment described in Schedule "A" or falling within the jurisdiction of the Operating Engineers, will be performed by members of the Operating Engineers' Union.

5. FIRST AID ATTENDANT:

When an employee is designated as First Aid Attendant by the Employer, they shall have their regular hourly rate increased by the following schedule:

Level 3:	\$1.00 per hour
Level 2:	\$0.90 per hour
Level 1:	\$0.70 per hour

The Employer agrees that any employee who has a First Aid Ticket shall be paid the appropriate premium regardless of WorkSafeBC minimum requirements.

**APPENDIX "A": WAGE RATES AND BENEFITS – LOWER MAINLAND**

**DISTRICT # 1: CLASSIFICATIONS / GROUPS**

CLASSIFICATIONS	March 1, 2020	April 1, 2021 2%	April 1, 2022 2.2%	April 1, 2023 2.2%	April 1, 2024 2.3%
<b><u>TRADES</u></b>					
General, Operating and Trades Foreperson– plus the premium Heavy Duty Technician Welder Millwright Electrician	\$41.88	\$42.72	\$43.66	\$44.62	\$45.65
<b><u>GROUP 1</u></b>					
All Compressors/Pumps All Crawler Tractors (Dozer) all track equipment All Drills including exploration (cable core, rotary and similar types) All Excavators, all attachments All Motive Power Equipment Belt and Conveyor type Loaders Blaster Cranes and Boom Trucks Crushing/Screening & Wash Plants Forklifts, Telehandler and similar equipment Front End Loaders all types Gradalls Grader Operator Groundperson Hydraulic Backhoes (Tractor Mounted) (All) Multi plant operator Service Person Single and Multi-Axle Material Handling and Hauling Equipment Skid Steer Truck Operator	\$38.84	\$39.62	\$40.49	\$41.28	\$42.33

**EMPLOYEE/EMPLOYER CONTRIBUTIONS**

	March 1, 2020	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
Benefits Plan	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90
1.5x	\$4.35	\$4.35	\$4.35	\$4.35	\$4.35
2x	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80
Pension Plan +\$0.15	\$7.60	\$7.75	\$7.90	\$8.05	\$8.20
1.5x	\$11.40	\$11.63	\$11.85	\$12.08	\$12.30
2x	\$15.20	\$15.50	\$15.80	\$16.10	\$16.40
IUOETA Fund	\$0.65	\$0.65	\$0.65	\$0.65	\$0.65
Working Dues +\$0.03	\$0.78	\$0.81	\$0.84	\$0.87	\$0.90
OE Advancement Fund	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16
Rehabilitation Fund	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Tool Allowance Fund	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
Total (Straight Time)	\$12.15	\$12.37	\$12.55	\$12.73	\$12.91
Total (Time and One-Half)	\$17.44	\$17.70	\$17.95	\$18.21	\$18.46
Total (Two Times)	\$22.69	\$23.02	\$23.35	\$23.68	\$24.01

Benefits Plan and Pension Plan contributions shall be based on hours earned.

For clarification "hours earned" means one and one-half (1.5) or two (2) times the contribution rate for overtime hours.

The Union may distribute/allocate wage increases to various plans and/or programs.