

COLLECTIVE AGREEMENT

Term of Agreement

March 8, 2017 – May 31, 2021

BETWEEN

TEXADA QUARRYING (DIVISION OF LAFARGE CANADA INC.)

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, LOCAL NO. 816**

Errors and Omissions Excepted

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COLLECTIVE AGREEMENT

BETWEEN: TEXADA QUARRYING (a DIVISION OF LAFARGE CANADA INC)
(Hereinafter referred to as the "Company")

AND: UNITED STEELWORKERS OF AMERICA (On Behalf of Local Union 816)
(Hereinafter referred to as the "Union")

WITNESSETH: The general purpose of this Agreement is to secure for the Company and its employees the benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation and quantity of production. It shall be the duty of the Company and the Union to cooperate fully, honestly and sincerely for the purpose of bringing about a better understanding and good relationship by which both parties will be benefited.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties hereto mutually agree as follows:

ARTICLE 1 -BARGAINING AGENCY AND RECOGNITION

- 1.01** The Company recognizes the Union is the sole collective bargaining agency of the employees of the Company for the period of the duration of this Agreement at Van Anda, where a majority of them have selected the Union as their bargaining agent and so certified by the order of the Labour Relations Board of the Province of British Columbia made on the 21st day of July, 1947.
- 1.02 a)** The Company shall not permit anyone excluded from membership in the bargaining unit to do the work usually performed by a member of the Union, except to instruct, inspect, or in cases of emergency which involve or will possibly involve injury, loss of life or damage to machinery, property or material.
- b)** In the event the Company violates Article 1.02 (a), the Company shall pay as a penalty an amount equal to the hourly rate of the employee who would normally have performed such work for the period of the violation (minimum one (1) hour) in addition to a one hundred dollar (\$100.00) penalty paid to the local union.
- 1.03 a)** The Company recognizes the Union's concern over the use of contractors to do the work that the bargaining unit employees normally perform and, as such, agrees to continue its practice to perform operations, maintenance and pit development work with its own bargaining unit employees provided it has the manpower, skills and facilities to do so. (With the exception of logging).

- b) The Company hereby assures the Union that it will continue its general operating policy of placing primary reliance on its own bargaining unit employees to perform operations, maintenance and pit development work. (With the exception of logging).
- c) The Company and the Union recognizes the essential role communications will play in guaranteeing the success of the Committee and every effort will be made to ensure the lines of communications are kept open at all times.

The parties agree that the enhancement of existing skills of the employees, the development of the new skills of employees and the utilization of the skills by employees will be discussed at the Committee with a view to replace Contractors.

- d) The Joint Contracting Out Committee will be continued and will be composed of representatives of the Union and representatives of the Company. The terms of reference of the Committee shall be a minimum of one meeting per month. If other issues arise the Joint Contracting Out Committee shall investigate; if necessary as soon as possible and:
 - (i) to review contracted work with a view to what other options may have been possible and practicable, and the objective of replacing contractors with Texada Quarrying Ltd. bargaining unit employees doing work in-house.
 - (ii) to preview work expected to be contracted out and explore possible alternatives, taking into consideration the efficiency of the operations, equipment, skills and manpower.
 - (iii) to attempt to resolve all disputes arising from contracting out prior to the Union filing grievances.
- e) Fourteen (14) days prior, or as soon as an emergency permits, to any planned sub-contracting, the Company will notify the Union in writing of the name of the sub-contractor, the nature of the work to be performed, the approximate number of sub-contractor's employees, and the expected duration of the work.

For the purposes of Article 1.03(d) only, the term "emergency" includes any sudden or unusual occurrence or condition that could not by the exercise of reasonable judgment have been foreseen by the Company.
- f) No employee shall be displaced, laid off or have their right to recall deferred as a result of contracting out, or as a result of a contractor's employee(s) performing any work.

Warranty work is contracting out and requires notice to the Contracting Out Committee as per the Contracting Out Job Detail Letter; when warranty work is being conducted on site, the employee who would normally perform such work shall work with the person doing the warranty work for instructional and training purposes. Prior to the commencement of any warranty work, if the union asks for proof that the job in question is under warranty, then the company will provide the necessary documentation that the work in question is in fact warranty work.

- g)** Should the Company not provide the Union with notification in accordance with Article 1.03(e), and the work was contracted out.

The company will pay a penalty as follows:

- (i) for the first failure one hundred dollars (\$100.00)
- (ii) for the second failure two hundred and fifty dollars (\$250.00)
- (iii) for the third and subsequent failures five hundred dollars (\$500.00)

(The parties agree to abide by the decision of Irene Holden on the penalties to be imposed by not giving the fourteen (14) days notice and will add to the Collective Agreement)

- h)** The Company agrees that the scale provided for above is without prejudice to the Unions right to file a grievance for failure to provide notice and seek a remedy under the Article 10.3 (e) under the Collective Agreement.

- 1.04** The Company will pay two hundred dollars (\$200.00) to the Local Union for any month during which a contractor performs work for the Company on the property.

ARTICLE 2 -DEFINITION OF EMPLOYEE

- 2.01** The term "employee" as used in the Agreement shall include all bargaining unit employees of the Company located on Van Anda, exclusive of administrative, supervisory, confidential, technical, executive and clerical employees. The term "supervisory" as applied to employees as herein designated includes (without restricting the generality of the expression) foremen and any employees of the Company who have the authority to hire or discharge.

- 2.02** Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference and vice versa. Where applicable, wherever a singular reference is used in this Agreement it shall be deemed to include the equivalent plural reference and vice versa.

ARTICLE 3 -MANAGEMENT RIGHTS

- 3.01** The management of the plant and the direction of working forces and the affairs of the Company, including the right to hire, demote, suspend or discharge for cause, and the right to reduce forces due to lack of work or curtailment of production, shall be vested exclusively in the management of the Company, provided that this will not be used for the purpose of discrimination against any member of the Union. Selection of supervisory employees as defined in Article 2, 2.01 is the exclusive prerogative of the Company.
- 3.02** The listing of specific management rights in this Article is not intended to be nor shall it be considered a restriction of, or a waiver of any of the rights of the Company not listed in this Article.

ARTICLE 4 - UNION SECURITY

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- a) Authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202-9292 200th Street, Langley, BC V1M 3A6.
- b) Become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- c) Complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.

- c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

**International Secretary-Treasurer
United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1**

- d) The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.C.B., W.I., laid off, etc.
- e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by email or facsimile to:
- i. UNITED STEELWORKERS, Local Union 816, Attention: Financial Secretary at email presidentlocal816@gmail.com, and
 - ii. UNITED STEELWORKERS, Servicing Staff Office Attention: Earl Graham at fax number (604)513-1851.
- f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5 -HOURS OF WORK

- 5.01 a) The regular hours of labour shall consist of eight (8) hours within a consecutive eight (8) hour period in one (1) day, and forty (40) hours in one (1) week. The workday shall begin with the employee's first regularly scheduled hour of work.
- b) The standard work week is Monday through Friday, commencing Sunday at 11:00p.m. or Monday at 12:00a.m. When an employee's regular work week begins at 11:00p.m. Sunday it will not subject the Company to any premiums other than shift differential.
- c) The standard work week shifts for shift employees shall be eight (8) consecutive hours commencing at 12:00 a.m. to 8:00 a.m. and 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 p.m. for the production crew. The maintenance and shop crew shifts will be 10:00 p.m. to 6:00 a.m., to 6:00 a.m. to 2:00 p.m., and to 2:00 p.m. to 10:00 p.m.

These regular starting times may be changed by mutual agreement between the Company and the Union.

- d) All employees' will be entitled to a one-half ($\frac{1}{2}$) hour uninterrupted lunch period which will normally start upon the completion of four (4) hours work. However in no case will it start prior to three and one-half ($3\frac{1}{2}$) hours worked and must be completed before the fifth (5th) hour from the start of an employee's regular scheduled shift. (Overtime worked before or after an employee's regular scheduled shift shall not count towards the lunch period above).

If employees do not get a lunch break within the time period referred to above the employee will be paid time and one-half ($1\frac{1}{2}$) for one-half hour ($\frac{1}{2}$) in addition to his eight hour day. Plus the employee will be entitled to a one-half hour ($\frac{1}{2}$) lunch at a later time.

If employees do not get a lunch break within the time period referred to above during weekend work the employee will be paid double time (2x) for one-half ($\frac{1}{2}$) hour in addition to his day's work. (A day's work is the work that is available to the employee that day e.g. 5 hours, 6 hours, 7 hours etc.). Plus the employee will be entitled to a one-half ($\frac{1}{2}$) hour lunch at a later time or will be paid for work through lunch.

Employees who have worked five (5) or more hours in a day, who do not get a lunch break within the time period stated in Article 5.01 (d) will be paid for working through their lunch, provided they have been asked to do so by their supervisor.

- e) There will be two (2) coffee breaks at fifteen minutes each, one in the first half of the shift and one in the second half of the shift.
- f) An employee who has not been called off and reports for work and finds no work available will be paid two (2) hours at his applicable rate of pay (e.g. straight-time, overtime). An employee who commences work will be paid the greater of four (4) hours pay at his applicable rate, or pay for time worked.
- g) Cancellation of Overtime

Any employee scheduled to work a midnight overtime shift, and who is not notified at least eight (8) hours before his scheduled starting time not to report to work, shall be considered as having been asked to report and shall receive four (4) hours pay at his straight time rate of pay.

- 5.02** Overtime pay at the rate of time and one-half ($1\frac{1}{2}$) shall be paid for any work over eight (8) hours, and double time over ten (10) hours in any regular shift. Overtime pay at the rate of double time (2x) shall be paid for all time worked on Saturdays and Sundays. Double time (2x) rate will apply after Friday night midnight for production workers and after 11:00p.m. for shop and maintenance workers.

5.03 In addition to all other remuneration to which they are entitled, workers on the "afternoon shift" will be paid fifty cents (50¢) per hour for work performed on the "afternoon shift" and one dollar and forty cents (\$1.40) per hour for work performed on the "night shift".

5.04 When an employee is called out to work between regular shifts, he shall receive a minimum of two (2) hours' pay at double his regular straight time hourly rate. If an employee is notified in advance to report for work prior to his regular shift, or to remain beyond his regular shift, it shall not be considered a call-out.

Hours worked before and after an employee's regular scheduled shift shall be considered as overtime and overtime rates apply. If an employee is notified prior to his regular shift that he needs to work, overtime rates will apply regardless if the employee completes his regular shift of work.

Where an employee is scheduled to work and his start time needs to be later than planned (i.e. barge will be coming in later than expected) the Employer must notify the employee of the change, a minimum of two (2) hours before the scheduled start time, otherwise the employee will be entitled to paid call-out time at their applicable rate of pay.

5.05 An employee's regular shift will not be changed to offset overtime hours worked on a daily or weekly basis.

5.06 Shift Change

Shift changes listing individuals will be posted three (3) calendar days in advance.

If an employee is required to change shifts more than once in the standard work week, he will be paid at double rate of pay for the balance of the standard work week, unless the second change is to return to his original shift.

Employees may change shifts with another employee within their posted job or with an employee in a different job or classification as long as both employees are competent to perform the duties of the jobs, subject to approval of the supervisor based on the efficiency of the operations, mine rescue, or first-aid requirements. Employees, who switch shifts, assume the seniority of the employee they switch with so long as they switch for three (3) days or longer within the work week. The assumption of seniority is for the purpose of the work schedule switch and does not apply to any other provisions of the Collect Agreement including lay-off and etc. Furthermore, the weekend overtime for that week will then go to the employee who switched for the three (3) days or longer for the work week.

5.07 Employees who work more than two (2) hours overtime after completion of their regular shift shall receive an allowance of \$20.00 in lieu of a hot meal.

5.08 Banking of Overtime

The Employee has the option to receive overtime pay as specified in 5.02, or receive straight-time wages plus the equivalent time off. The following examples will govern:

1. An employee who works eight (8) hours on a Saturday or Sunday would have the option of:
 - a. Eight (8) hours overtime; or,
 - b. Sixteen (16) hours banked,
 - c. Eight (8) hours pay straight-time and eight (8) banked hours.

Each deposit into an employee’s banked time account must be a minimum of two (2) hours banked time. The employee may accumulate and re-accumulate up to a maximum of forty (40) hours in his banked time account at any one time. The employee must have a minimum of two (2) hours banked time in his account; lesser amounts will automatically be paid out.

The written request to withdraw a banked day(s) is required to be given to the Company no later than the Wednesday of the week prior to the week in which it is to be used, unless the individual request is otherwise specifically agreed to by the Company.

The banked day off will be granted provided there is a competent replacement employee available on the shift. Days off will be awarded on a first come, first served basis. If two (2) employees from the same department/shift apply on the same day for the same day, seniority shall prevail.

ARTICLE 6- PLANT HOLIDAYS

6.01 For the purpose of this Agreement the following statutory and declared holidays will be observed:

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

6.02 An employee required to work on any of the statutory or declared holidays in Article 6.01 will be paid at the rate of double time (2x) for the hours worked and will receive, in addition, pay of eight (8) hours at his straight time rate. An employee not working on the statutory or declared holidays will receive eight (8) hours pay at his straight time rate. The Company agrees not to work on statutory or declared holidays except by mutual agreement.

Qualifying Conditions

- 6.03 a)** To qualify for Statutory Holiday Pay, an employee must comply with each one of the following three conditions:
- i. Have been on the payroll at least thirty (30) calendar days,
 - ii. Have actually worked sometime during the thirty (30) day period immediately preceding or immediately following such holiday,
 - iii. Have worked his/her last scheduled shift immediately preceding the paid holiday and his/her first scheduled immediately following the paid holiday, unless his/her absence is due to illness, compensable occupational injury, or otherwise authorized by the Employer.
- b)** In the case of injury or illness in (iii) above the Employer shall have the right to request a medical certificate.
- 6.04** When plant holidays fall on Saturday or Sunday, they will be celebrated on Monday. When they fall on consecutive Saturday and Sunday, or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

ARTICLE 7 - VACATIONS

- 7.01 a)** Employees having seniority of less than one (1) year shall be entitled to vacations as provided by the Employment Standards Act.
- Pay for pro rata vacation upon termination shall be as per Article 7.01 (b-f).
- b)** Employees with one (1) year of seniority, but less than two (2) years' seniority, shall be entitled to an annual vacation of two (2) weeks with pay or four percent (4%) of their annual earnings, whichever is greater.
 - c)** Employees with two (2) years of seniority, but less than eight (8) years of seniority, shall be entitled to an annual vacation of three (3) weeks with pay or six percent (6%) of their annual earnings, whichever is greater.
 - d)** Employees with eight (8) years of seniority, but less than sixteen (16) years of seniority, shall be entitled to an annual vacation of four (4) weeks with pay or eight percent (8%) of their annual earnings, whichever is greater.
 - e)** Employees with sixteen (16) years of seniority, but less than twenty-five (25) years of seniority, shall be entitled to an annual vacation of five (5) weeks with pay or ten percent (10%) of their annual earnings, whichever is greater.
 - f)** Employees with twenty-five (25) years of seniority or more shall be entitled to an annual vacation of six (6) weeks with pay or twelve per cent (12%) of their annual earnings, whichever is greater.

- g)** All employees who have completed their probationary period are entitled to one (1) floating vacation day to be used within each calendar year. Requests must be made with sufficient notice and will be granted on a seniority basis. Employees who do not use this floating day by the end of the calendar year will not be entitled to carry it over or to be paid out.

7.02 An employee's anniversary date of employment shall be used to determine his years of continuous service for the purpose of vacation entitlement, however the entitlement will be effective January 1st of each calendar year. In the event that an employee terminates his employment prior to his anniversary date, unearned vacation pay will be deducted from his last pay cheque.

7.03 Vacations shall be scheduled, insofar as possible, in accordance with the wishes of employees. However, the final right to the allotment of vacation is exclusively reserved to the Company in order to ensure orderly operations and meet production requirements. When the times of vacation requests conflict, preference shall be given on a first come, first served basis. If requests are made on the same day, seniority shall prevail. Requests for days of vacation must be made no later than Wednesday of the prior week, unless otherwise specifically agreed to by the Company.

7.04 a) All earned, but untaken days and all vacation pay above the weekly entitlement, as per Article 7.01 (b-f) will be paid out once per year on the pay period prior to or including December 15th. Except that employees will be permitted to carry over five (5) days vacation to the following year provided they notify the Company in writing prior to it being paid out. Employees will not be permitted to carry over the five (5) days beyond the year following the year in which they were earned.

An employee who is planning a special extended vacation may carry over his vacation from one (1) calendar year to be taken before the end of the next calendar year. Employees are eligible for such special extended vacation once they have reached five (5) years of service and must request in writing and be granted approval by the Company prior to the vacation being paid out.

b) In the event that an employee with more than one (1) year of seniority is terminated for any reason he, or his beneficiary in the case of death, shall receive all vacation pay due him. Such pro rata vacation shall be calculated and paid on the basis of one-twelfth (1/12th) vacation credit for each one hundred and thirty-three (133) compensated hours, to a maximum of twelve twelfths (12/12ths), in the employee's current anniversary year, less the value of any paid vacation taken.

c) The following shall be considered as days actually worked for determining additional vacation time as per 7.01, and vacations with pay for an employee.

Absence on Worker's Compensation up to a period of one (1) year provided that the employee returns to his/her employment.

Absence due to non-occupational accident or illness up to a period of one (1) year provided that the employee returns to his/her employment. It is understood that the employer may require that the employee provide a certificate from a qualified Medical practitioner and pay any costs related to any such certificates.

Time lost because of accident or sickness will be counted as forty (40) hours per week up to a maximum of fifty-two (52) weeks for purposes of figuring a pro rata vacation benefit.

ARTICLE 8 - SENIORITY

8.01 Seniority Principle

- a) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of training, vacancy, promotion, demotion, transfers, lay-off, termination and re-hiring after lay-off or termination, senior employees shall be entitled to preference. The term "seniority" as used herein, shall have reference to an employee's right to a job based upon his length of service with the Company and his ability to perform the job requirements.
- b) A newly hired employee shall be on probation for a period of thirty (30) days of actual work. Prior to starting their thirty (30) days each employee will go through a safety orientation with the company that will not exceed one (1) week. This will not count towards their thirty (30) days of actual work. During this period, they may be discharged at the Company's discretion and they shall not have recourse to the Grievance Procedure. Upon successful completion of their probationary period, they shall be regular employees with their seniority date established from their first day of work. The date and time the applications were received will determine the relative seniority of employees who commence employment on the same shift. A probationary employee shall not be entitled to safety boot allowance and jury duty pay.

8.02 Seniority Will Be Maintained and Accumulated During:

- a) Occupational injury/illness
- b) Absence from employment while serving in the non-permanent armed forces of Canada
- c) Non-occupational illness/injury
- d) Jury duty, Union gatherings and collective bargaining negotiations
- e) Authorized leave of absence

8.03 An employee shall lose all seniority and shall cease to be an employee if he/she:

- a) Voluntarily quits the employ of the Company.
- b) He is justifiably discharged and not reinstated under the terms of this agreement.
- c) Fails to return to work within fourteen (14) days after notice to return to work has been mailed by registered mail to his last recorded address with the Company unless there is a bona fide reason.

- d) Is an employee with two (2) years or less of service and is not recalled by the Company after lay-off of six (6) consecutive months.
- e) Is an employee with more than two (2) and less than five (5) years of service and is not recalled by the Company after lay-off of twelve (12) consecutive months.

Is an employee with more than five (5) years of service and is not recalled by the Company after lay-off of eighteen (18) consecutive months.

8.04 The Company shall not hire any new employees if there is an employee on the layoff who is qualified to perform the work available.

8.05 Recall Procedure:

Laid-off employees with seniority will be given the first opportunity to be re-hired. Employees will be notified of recall by telephone, telegraph, or other type of message, which will be confirmed by registered mail. An employee being recalled must return to work no longer than fourteen (14) days after mailing of the registered notice. The fourteen (14) days will be extended to accommodate any employee for medical or any other bona fide reason. A copy of the notice will be given to the Union. It is the responsibility of laid-off employees to keep the Company informed of their current address and telephone number.

8.06 The Company recognizes the seniority rights of its employees and shall furnish the Union with a seniority list based upon the last date of employment of all employees. This seniority list will be recognized as the official seniority list under the terms of this Agreement. The Company will provide a revised seniority list on January 1st and July 1st of each calendar year and after each lay-off or hiring on new Union Employees.

8.07 Prior to any contemplated lay-off or reduction in working force planned by the Company due to lack of work or other causes, the Company and the Union will meet to discuss and negotiate ways and means to prevent hardship and reduction in the living standards of our people, including a consideration of shortening the work hours and/or work week as an alternative to a lay-off or reduction in working force.

8.08 Whenever a layoff/curtailment is planned because of a change or reduction in plant production requirements, the Company will, not less than fourteen (14) calendar days prior to the effective date of the layoff, post a bulletin stating the expected extent of such layoff, and the expected effect on the work force. In the event the required notice is not given in accordance with the above, the Company will pay the laid off employee(s) the scheduled time lost at the applicable straight time rate. The foregoing does not apply to layoffs because of curtailment made necessary by disaster or emergency conditions affecting the ability of the Company to physically operate the plant.

8.09 In the event of a closure of the Texada Operations the Company will pay each such terminated employee a sum equal to the BC Employment Standards Regulation plus one (1) week at their straight time hourly rate for each full year of service up to a maximum of thirty (30) weeks.

ARTICLE 9 - SAFETY & HEALTH

9.01 Safety and Health - Responsibility

- a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.
- b) The Union and the employees agree to cooperate fully with the Company on all matters of health and safety and environment.

9.02 Joint Health Safety & Environment Committee

- a) A permanent Health Safety and Environment Committee of seven (7) employees shall be appointed by the Union, at least two (2) of which shall meet with the Company during the first (1st) week of each month, to inspect the plant and quarry. The joint OHSC meetings with Management shall be during the third (3rd) week of each month, or semi-monthly if the need arises allowing time for the inspection report to be prepared. Official minutes shall be kept and copies furnished to the Company and Local Union. A copy of their report shall be filed with the Inspector of Mines and posted on all Bulletin Boards.
- b) Representatives of the Joint Safety Committee can accompany the Department of Mines Inspector during his/her inspections, the representative for the union will be the JHS&EC chairperson or his/her designate.

In the absence of a specific requirement under the Health, Safety and Reclamation Code, the Company agrees to apply any specific requirement under the Regulations to the Workers' Compensation Act.

9.03 Any employee suffering injury while in the employ of the Company shall report such injury promptly.

9.04 The Company and the Union recognize the employees' right to refuse unsafe work in accordance with the provisions of the Health, Safety and Reclamation Code for Mines in British Columbia effective September 1, 1999 and incorporate those provisions into this Agreement. The parties each commit to working in a joint manner to minimize such situations.

9.05 All accidents and dangerous occurrences shall be investigated by persons knowledgeable in the type of work involved and the co-chairmen of the Occupational Safety and Health Committee or their designates. In the cases of a fatality, the local union can request the assistance of the USW D-3 Staff Representative and USW D-3 Safety Coordinator and/or his designate with the investigation and upon such request will not be denied by the Company.

9.06 Boot Allowance

On the first pay period of each year of the agreement, each active employee will be paid two hundred and thirty dollars (\$230.00) to compensate for safety boots as required at work. This amount will increase to two-hundred and fifty dollars (\$250.00) on January 1, 2014.

Any employee starting or getting recalled in the first six (6) months of the year is entitled to full boot allowance. Any employee starting in the second half of the year is entitled to fifty percent (50%) of the yearly allowance.

In addition to the above, the mechanics, millwrights, welders, field maintenance, maintenance men, driller and the blaster will be provided with an annual payment of one hundred dollars (\$100.00) on the pay period including July 1st.

9.07 Protective Clothing

The Company agrees to supply and maintain in good order, slickers or oilers, hard hats, and personal safety equipment including plain and/or shaded and prescription safety glasses and frames, ear plugs, ear muffs, gloves, welding gloves, full face shields, high visibility vests. A minimum of 6 pairs of coveralls will be supplied and laundered as required for mechanics, welders, millwrights, shop maintenance, field maintenance, drillers, blasters and crusher operators as required. Each Barge Loader will be provided with a floater jacket. Any employee measuring a barge will be supplied with a floater jacket.

When an employee needs new safety glasses within a two (2) year period from the purchase of the said safety glasses, they must get prior approval from management before ordering a new set of safety glasses. This will be in accordance with the Lafarge Texada Quarry procedure on Procurement of Prescription Safety Eyewear. Some inclusions for safety eyewear will be tinting/frames/progressive prescription or non-prescription lenses/dispensing fees. All costs related to all safety eyewear will be a responsibility of the Company, when purchased at an authorized distributor.

ARTICLE 10 - GENERAL PROVISIONS**10.01** Bulletin Boards

The Company will supply the Union with bulletin boards in locations mutually agreed to by both parties for the purposes of posting official Union notices.

A copy of any Company notice or memo to employees will be given to the Union.

10.02 An employee, upon notification of the death of a member of his immediate family and upon so notifying local plant management, shall be granted three (3) working days off with pay. The employee may request to have one (1) of the three (3) days off at a later date because of religious or cultural beliefs. This request will not be unreasonably denied based on the circumstances.

Employees required to travel more than a radius of 200 kilometres will be granted four (4) days off with pay as a total bereavement leave.

"Immediate Family" will mean spouse, same sex partner, children, sister, brother, parents, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren of the employee, step-children, step-mother, step-fatherland spouse's grandparents.

As used here, "brother-in-law" is defined to mean:

1. the brother of one's husband or wife,
2. the husband of one's sister,
3. the husband of the sister of one's spouse.

As used here, "sister-in-law" is defined to mean:

1. the sister of one's husband or wife,
2. the wife of one's brother,
3. the wife of the brother of one's spouse.

10.03 Civil Duties

Any regular employee (as distinguished from a probationary employee) required to perform jury duty, coroner's inquest or subpoenaed as a crown witness on a day he is scheduled to work shall be excused from work that day and all subsequent days if required. The Company will pay the employee the difference between the amount received for such jury duty, or coroner's inquest, and eight (8) hours at his regular straight-time rate of pay and/or forty (40) hours per week for employees working ten (10) or twelve (12) hour shifts, if involved for all hours needed for such duties mentioned.

10.04 Union Appointees - Identification:

The Union will maintain with the Company a current list of the names of Shop Stewards, Committee Person, Local Union Executive and Staff Representative.

10.05 Picket Line:

Employees will not be disciplined for refusing to cross a legally constituted picket line.

10.06 Union Access to Plant:

Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.

10.07 First Aid Pay:

Employees shall receive a premium of one dollar (\$1.00) per hour in addition to their classified rate for holding a valid Industrial Level III First Aid Ticket.

Authorized work time lost renewing an Industrial First Aid Ticket will be compensated at the employee's regular straight time hourly rate. Employees will also be compensated at straight time for hours spent in excess of their normal shift per day up to a maximum of two (2) hours in a day, and/or not more than ten (10) hours per week.

10.08 Employee Injured at Work

An employee who gets injured at work and cannot continue working on that shift will be paid by the Company for the remainder of that shift for their regular straight-time hours, or at overtime rate if an employee gets hurt during overtime hours.

10.09 Strikes/Lockouts

There shall be no strikes or lockouts so long as this Agreement continues in full force and effect. Neither the Union, nor its representatives, nor its members shall cause, sanction, authorize or take part in any strike so long as this Agreement remains in full force and effect. Neither the Company, nor its representatives shall cause, sanction, authorize or take part in any lockout so long as this Agreement remains in full force and effect.

10.10 Compassionate Care Leave

Employees will be provided with leave for compassionate reasons per applicable legislation.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 a) Grievance Committee Members and Company Representatives:

At each of the three grievance steps the Company and the Union may have equal representation.

- b) The Union shall forthwith select up to six (6) of its members to be known as the Shop Steward/Grievance Committee, and shall notify the Company accordingly. The Shop Steward/Grievance Committee shall meet with the Manager or other designated officials of the Company whenever matters arise which, in its judgment, should be discussed between them. The management, on its part, may ask for a meeting with the Shop Steward/Grievance Committee at any time.

The Company agrees that the time spent by a Shop Steward/Grievance Committee member during their regular working hours in the processing of grievances at the plant, shall be considered as time worked, and paid for at straight time. The time when grievances will be dealt with shall be mutually agreed to and time off shall not be unreasonably withheld.

When a grievance or difference arises, the employee or employees affected shall set down in writing a brief statement of the circumstances complained of and shall hand such statement to the Shift Boss.

An earnest attempt shall be made to settle such differences immediately in the following manner, each ensuing stage to be followed only if settlement has not been achieved at the previous stage.

Grievance Procedure

Stage 1 The aggrieved employee, Shop Steward/Grievance Committee and Shift Supervisor will meet within five (5) working days of the occurrence. The shop steward on behalf of the aggrieved employee will present in written statement of the complaint, to the Shift Supervisor. After discussing the grievance, the Shift Supervisor will have up to five (5) working days to reply to the grievance, in writing.

If the Shop Steward/Grievance Committee is not satisfied with the reply from the Shift Supervisor, he/she has up to five (5) working days to respond, in writing, requesting a meeting with the Manager/Designate, to discuss the grievance at Stage 2.

Stage 2 The Shop Steward/Grievance Committee and Manager/Designate will meet to discuss the grievance. After discussing the grievance, the Manager/Designate will have up to fourteen (14) working days to reply to the grievance, in writing.

If the Shop Steward/Grievance Committee is not satisfied with the reply from the Manager/Designate, he/she has up to fourteen (14) working days to respond in writing, requesting that the grievance be referred to an impartial arbitrator.

c) Time Limits - Failure to Act:

If either party fails to act within any of the time limits, or within an agreed upon extension, it will be deemed that the party failing to meet the time limit has abandoned its position and that the position of the other party has been established for that grievance.

d) Any monetary settlements to Employees and or Local Union shall be paid out within the following two (2) pay periods or as otherwise agreed by all parties.

11.02 a) Warning-Suspension-Discharge:

Employees may only be warned, suspended or discharged for just cause. Suspension days will run as consecutive working days.

An employee being disciplined must have the presence of a Union Executive member or Shop Steward, provided that a Union Executive member or Shop Steward is readily available. If a Union Executive member or Shop Steward is not readily available, the employee shall have the opportunity to be accompanied by another employee of his choice who is readily available. The Union Executive member, Shop Steward, or other employee shall attend as a witness. In the

event the employee declines a witness, he shall sign a statement to that effect, a copy of which will be given to the Union.

A copy of all disciplinary action will be provided to the Union.

- b) All warnings and suspensions will be deemed void when after two (2) years, from the date of issue, the employee has received no further discipline.

ARTICLE 12 -ARBITRATION

- 12.01** Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation for arbitration.
- 12.02** Any matter referred to arbitration, as provided in 12.01 shall be submitted to a mutually agreed upon arbitrator. If the parties are not able to mutually agree upon the appointment of an arbitrator, either party may make application to the Labour Relations Board to appoint another arbitrator.
- 12.03** The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 12.04** The arbitrator shall have the right to enter any premises where work is being done or has been done by the employee or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 12.05** The Union and the Company shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator.
- 12.06** A claim by an employee that he has been unjustly discharged, suspended or laid off may be settled by confirming the Company's decision in discharging, suspending, or laying off the employee, or by reinstating the employee with such compensation, either full or partial, as may be agreed upon by the conferring parties or determined by the arbitrator, as the case may be.

ARTICLE 13 -INSURANCE & MEDICAL PLAN

13.01 General Conditions

- a) The Company will continue to provide the same, or equivalent, group insurance and health and welfare plans as are in effect at May 31, 1999. Coverage is subject to the terms and conditions of the plans as set out in the insurance policies and/or plan booklets. Copies of the plan booklets will be made available to employees and the Union. A copy of the policies of the plans will be made available to the Union upon its request.
- b) Areas of benefit are as generally set out in this Article, the specific provisions of the appropriate policies and/or plans will prevail.
- c) The Company will pay one hundred percent (100%) of the premium amounts required to continue these benefits as provided for in this Article, except those benefits outlined in 13.08.
- d) Coverage shall continue for employees during lay-off until the end of the sixth (6th) month following the month the employee was laid-off. Upon the expiration of said lay-off period, the employee must work a minimum of ten (10) days for reinstatement of the coverage provided by this provision. All coverage, with the exception of Weekly Indemnity, shall continue while employees are off as a result of an injury or illness whether work related or not.
- e) Effective September 1, 2000 eligibility for coverage for these benefits commences the first day of the month following completion of the employee's first full calendar month of employment.
- f) Any employee who stays within the Company's employ after the age of sixty-five (65) will continue to receive all benefits as stated in this collective agreement.

13.02 Medical Care

Basic medical care as provided by the Medical Services Plan of British Columbia as provided with no less coverage effective as of June 1, 2009.

13.03 Extended Health Benefits

An extended health benefit plan based on:

- a) Eighty percent (80%) reimbursement of eligible expenses In Province and non-emergency eligible expenses Out of Province.
- b) One hundred percent (100%) of eligible emergency expenses Out of Provinces and those expenses outlined in a) foregoing that are in excess of one thousand (\$1,000.00) in a calendar year.
- c) A deductible of twenty-five dollars (\$25.00) each person or family, each calendar year. A portion of the deductible may be applied to the next year.

13.04 Weekly Indemnity

A weekly sick pay benefit for non-occupational illness/injury based on:

- a) A benefit level equal to the greater of six hundred dollars (\$600.00) per week or the maximum weekly disability benefit payable by Employment and Immigration Canada.
- b) Benefits to commence the first day of injury and hospitalization or the third day of illness; benefits to continue for a maximum of fifty-two (52) weeks.
- c) Definition of disability: employee is unable to continue his regular type of work. Employee must apply for benefit within the established benefit period and fill out the appropriate forms needed by the benefit provider.
- d) Short term disability payment will be mailed to his/her home address or direct deposit in the employee's direct bank account.

13.05 Life Insurance and Accidental Death and/or Dismemberment

Life Insurance Coverage – 1.25 Base Salary

(E.g. \$62,400* x 1.25 = \$78,000 Life Insurance Benefit)

Base Salary calculated as hourly rate multiplied by a standard year of 2080 hours (\$30 x 2080 = \$62,400)

Accidental Death and/or Dismemberment coverage: Equal to Life Insurance.

Optional Life Insurance

Effective Date of Ratification, employees will be entitled to purchase Optional Life Insurance at their own cost as follows:

Employee: Available in \$10,000 units to a maximum of \$500,000 subject to approval of evidence of insurability.

Spouses: Available in \$10,000 units to a maximum of \$100,000 subject to approval of evidence of insurability.

Child: Available in \$5,000 units to a maximum of \$25,000 subject to approval of evidence of insurability.

Premiums for Optional Life Insurance will be provided upon request.

13.06 Dental Plan

Dental benefits as follows, reimbursement based on the current College of Dental Surgeons of British Columbia schedule of fee allowance:

	<u>Reimbursement</u>
Plan A - Basic Services	100%
Plan B- Prosthetic Appliances, Crowns, Bridges	50%
Plan C- Orthodontics Lifetime maximum \$5,000.00	50%

13.07 Vision Care Plan

The Company shall provide a Vision Care Plan for all employees and their dependants. The Plan will cover 100% of the cost of claims up to a maximum of three hundred dollars (\$300.00) every twenty-four (24) months and three hundred dollars (\$300.00) every twelve (12) months for dependents under the age of nineteen (19). The plan will cover eye examinations of fifty dollars (\$50.00) per person every two (2) years and fifty dollars (\$50.00) per person per year for dependents under the age of nineteen (19). Employees will be permitted to purchase glasses or contacts, whichever they prefer. The amounts above are based on dollar per dollar e.g. Cost \$250.00, reimbursement \$250.00.

The amounts above will be increased effective June 1, 2017 as follows:

Eye glasses or contacts:

Four hundred dollars (\$400.00) every twenty-four months (24) months and four hundred (\$400.00) every twelve (12) months for dependants under the age of nineteen (19). These amounts will increase to four hundred and fifty dollars (\$450.00) effective June 1, 2018.

Eye exams:

One hundred dollars (\$100.00) per person every two (2) years and one hundred dollars (\$100.00) per person per year for dependants under the age of nineteen (19). These amounts will increase to one hundred and thirty dollars (\$130.00) effective June 1, 2018.

For detailed information please look in the plan booklet.

13.08 Long Term Disability Plan

The Company will establish and administer a Long Term Disability (LTD) Plan. The premiums will be paid 100% by employees:

Eligibility: Fifty-two week waiting period.

Benefit Amount: 66.7% of annual regular earnings to a maximum of \$4,500.00 per month payable until return to work, retire, age 65 or death, whichever occurs first.

13.09 Doctors Notes

Notwithstanding clause 6.03 a) and b), the Company can request a doctor's note only after an employee has been absent from work for three (3) consecutive working days or more, at the employee's own cost. This note shall be supplied by a qualified physician stating the employee was unfit for duties and is now fit to return to full duties. The Company will not be entitled to the employee's diagnosis of their illness or injury. Where the Company requires clarification or further detail on the employee's fitness for duty, this will be obtained at the Company's expense.

ARTICLE 14 -LEAVES OF ABSENCE FOR UNION BUSINESS

14.01 Any employee selected as a delegate or representative of the Union, necessitating a leave of absence, shall be granted such leave of absence without pay upon making application to the Company. The time spent on such leave of absence for Union work shall not in any way jeopardize his seniority. The Company shall not be required to grant the privilege under this Article to more than four (4) to six (6) persons at the same time. When four (4) to six (6) employees are needed for a leave of absence at the same time, the local union must notify the company not less than two (2) weeks before the leave is needed. For the purposes of allowing six (6) employees off at any one time, it will only be for officers or union training where the Union must give the Company no less than four (4) weeks' notice.

14.02 a) Conferences may be held between the Company and bargaining or negotiating groups of the Union at such mutually convenient times as are consistent with minimum interference with the working schedule. During regular working hours employees who are members of such bargaining or negotiating groups will be allowed a reasonable length of time from their regular jobs at straight time payment to attend such conferences.

b) Employees appointed to the bargaining committee will not lose regular straight time pay and benefits on negotiation days between the Company and the Union.

ARTICLE 15 - WAGES

15.01 Wage Schedule

- a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is a part of this Collective Agreement.

The following general wage increases shall be effective and have been included in the wage rates shown in the attached Wage Schedule:

<u>Effective</u>	<u>Increase</u>
Date of ratification	3%
June 1, 2018	2%
June 1, 2019	2%
June 1, 2020	2%

- b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).

15.02 New or Changed Job Classifications

- a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the parties hereto are agreed to negotiate a rate of the job(s) in question. Any increase in rate as a result of such negotiations shall be retroactive to the date of agreement on the new classification and/or rate (posting date).
- b) If the parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

15.03 Daily Rate Retention

Employees will be allowed daily rate retention at the rate of the highest rated classification worked by them during each shift and such rate shall be used as the basis to calculate overtime.

Where an employee has the opportunity to work at a higher rated classification due to their seniority, however the Company has no one to fill their posted position, the senior employee will remain at their posted position and receive the higher rate of pay through rate retention. Furthermore if overtime is needed on the weekend it will be offered first to the senior employee who could not be moved per Letter of Understanding #1.

ARTICLE 16 -JOB POSTING

16.01 All vacancies and newly created jobs will be posted within five (5) working days and shall be filled according to plant seniority. The posting will state the number of openings and positions that are available and, will remain on all bulletin boards for five (5) working days in order to give an opportunity to all employee(s) to make an application. Job posting forms will duplicate with two (2) copies and must be signed by the Shifter. One (1) copy will be supplied to the Company and one (1) copy will be supplied to the Union.

It is understood that in cases of emergencies, vacancies, and newly created jobs, such jobs shall temporarily be filled by the Company until such time as applications provided for above shall have been filed and acted upon.

Any experience gained while filling a posted job in an emergency shall not count as experience for the purpose of determining the successful applicant. Variations from this procedure may be made in the interest of good operations, provided, however, that promotions made as variations from this procedure shall be temporary for a period of five (5) days.

16.02 The Company will post a notice on the bulletin board naming the successful job bidder within three (3) working days after the initial five (5) day period for applications have expired.

- a) Every effort shall be made to enable the successful applicant to report to his/her new job within five (5) working days from the date of acceptance. If the successful applicant is held back longer than five (5) working days he/she shall be paid the rate of the newly posted position as long as it is higher than the employee's present rate of pay.
- b) If, within a trial period of thirty (30) working days, the selected applicant proves unsatisfactory, such applicant shall be returned to his former occupation and if during the fifteen (15) working days trial period the selected applicant finds that he wishes to return to his former occupation, he shall be permitted to do so and all others changed by reason of such promotion shall be returned to their former occupations.
- c) The Company shall not be required to post for temporary vacancies created by employees accepting a permanent job posting (award). Seniority will be maintained for the temporary vacancy where the Company will verbally ask the senior competent employees if they would like to fill the vacancy. Upon being asked employees that deny or accept must initial in a box either yes or no. All copies of the verbal commitments will be supplied to the Union. Furthermore, eight (8) days prior to the completion of the thirty (30) day trial period another posting will be posted as per 16.01 and 16.02 above.
- d) An employee will be allowed to apply for as many postings as they choose to, however the employee will only be awarded up to a maximum of two (2) permanent job postings per contract year. This number will increase in situations where no other employee applies for the position (senior may junior must).

- 16.03** The time period for application described above will be extended for any employee who is on vacation in order to give the employee an opportunity to apply for the job within five (5) working days from his return to work.
- 16.04** A temporary replacement posting shall be posted for such leave of thirty (30) working days or more. If the temporary replacement posting is no longer needed, the person(s) will return to his/her prior posting. Temporary replacement postings will only be for replacing an employee who is on an approved leave of absence, illness, injury. The postings will be subject to Article 8 of this Collective Agreement.
- 16.05** Any employee in a job which is de-posted may assume the position of another employee with less seniority, subject to Article 8.01(a). The de-posted employee must indicate within ten (10) working days of the de-posting notice which job he will assume. The thirty (30) working day trial period in Article 16.02 will apply for employees who assume a new position under this Article. If an employee has been de-posted from his/her position and the Company needs to re-post within ninety (90) working days the employee that was de-posted has first right to refusal to return to this position and if he/she refuses that re-post it will then be awarded to the next most senior employee.
- 16.06** The parties agree that in the event of a dispute concerning whether or not a vacancy exists, if the Company has temporarily filled a job for fifteen (15) or more working days in a 30 working-day period, the job shall be posted in accordance with Article 16.

ARTICLE 17 – APPRENTICESHIP

- 17.01** When the Company and Union determines the need to create a new apprenticeship position, such position will be posted in accordance with Article 16. The position will be awarded to the senior employee who passes the Apprenticeship Board examination.

Successful applicants will be paid the labour rate of pay. Upon completion of each annual examination, their wage rate will be increased in increments of 20% of the difference between the Labour rate and the Journeyman rate.

ARTICLE 18 – DISCRIMINATION AND HARASSMENT

- 18.01** Prohibition Against Personal Harassment

The Company and the Union recognize the right of all persons employed by the Company to work in an environment which is free of personal harassment; accordingly, the personal harassment of any person employed by the Company is prohibited.

It is understood and agreed that the definition of personal harassment as outlined herein shall not prohibit the Company from exercising its right to supervise and direct the workforce.

18.02 Definition of Personal Harassment

Personal harassment shall be defined as any discriminatory behaviour at the workplace which denies an individual their dignity or respect.

Discrimination behaviour shall be defined as any discrimination on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability where the disability does not render the employee incapable of fulfilling his employment duties and obligations, sex, sexual orientation, age, conviction of a criminal or summary conviction offence that is unrelated to the employment of the employee, or membership or activity in any trade union.

18.03 Obligations

- a) The Company, the Union and the employees must at all times act appropriately to preserve and promote a work environment which is free from personal harassment.
- b) The Company will undertake discipline or other appropriate action against any person employed by the Company who engages in personal harassment in violation of this Article. The Company may also undertake discipline or other appropriate action against any person employed by the Company who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature.

18.04 Procedure

- a) In the event that any employee feels that they suffered any personal harassment, they may, in confidence, make an appointment with the Manager to present the complaint.
- b) An employee, who alleges personal harassment has occurred in violation of this Article, shall have the right to initiate a grievance, through the Union, at Step 2 of the grievance procedure.
- c) Any person employed by the Company, who is alleged to have committed an act of personal harassment in violation of this Article, shall be entitled to:
 - i. be given notice of the substance of the complaint brought against him; and
 - ii. be given notice of, and to attend and participate in, any hearing which is held with respect to an employee's grievance brought pursuant to paragraph (b) above.

ARTICLE 19 - TECHNOLOGICAL CHANGE

19.01 Where the Company intends to introduce new technological equipment into a job that shall result in the displacement of the employee from the job, the matter shall be discussed with the Union in advance to review the implementation process and discuss any other implications.

- a) The Company and the Union agree that technological change is both necessary and desirable for the viability of the Company and the ongoing security of its employees.

Therefore, the Company undertakes to reduce the effects of technological change on the job security and earnings of employees who are laid-off or permanently demoted as a direct consequence of technological change. Any dispute regarding the implementation of technological change shall commence at Step 2 of the grievance procedure.

- b) For the purpose of this Agreement, a technological change shall be defined as the automation of equipment, or the mechanization or automation of duties which adversely affects employees in the bargaining unit through lay-off or demotion from their present job classifications.

In order to lessen the effects on employees who are adversely affected as a result of technological change, it is agreed that:

- (i) The Company shall notify the Union not less than sixty (60) days in advance of intent to institute technological change, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated.
- (ii) The Company will cooperate with the Provincial or Federal governments and participate when reasonably possible in the retraining of employees laid-off as a result of their job being eliminated by technological change. This may include unpaid educational leaves of absence for retraining, if required.
- (iii) An employee who is set back to a lower rated job as a result of technological change will continue to receive the rate of his regular job for a period of three (3) months. For a further period of three (3) months the employee will receive an adjusted rate which is midway between the rate of his regular job at the time of setback and the rate of his new regular job. At the end of this six (6) month period, the rate of his new regular job shall apply.
- (iv) Rates of pay for new jobs created by technological change shall be negotiated by the parties based on the relative worth of the new job as compared to the other jobs in the operation.
- (v) An employee whose job is eliminated by technological change may elect to accept severance pay and thereby terminate his employment. Such severance pay shall be calculated at one week's pay for each year of

service with the Company, to a maximum of twenty-six (26) weeks pay.

The employee must exercise this election prior to the expiration of the six (6) month period.

- (vi) At the call of either party, representatives of the Company and the Union shall meet to discuss the impact of technological change and potential measures that would mitigate the effect on employees.

ARTICLE 20 – PENSION

No current employees in the Defined Benefit Pension Plan can move or transfer any of their funds to the Defined Contribution Plan for new employees mentioned in 20.02.

20.01

- a) Employees hired prior to May 9, 2013 will continue to participate in the defined benefit pension plan as outlined below.
- b) The benefit level per month per year of service prior to May 31, 2013 is as follows:
- | | | |
|------------|--------------|---------|
| Effective: | June 1, 2012 | \$58.00 |
|------------|--------------|---------|
- c) The benefit level per month per year of service from June 1st 2013, for eligible employees is as follows:
- | | | |
|------------|--------------|---------|
| Effective: | June 1, 2014 | \$60.00 |
| | June 1, 2018 | \$66.00 |
- d) The bridge pension will be effective for an employee who retires at or after age sixty (60) years and is payable until attainment of age sixty-five (65) years. The bridge pension amount is twenty-five dollars (\$25.00) per month per year of service.
- e) The pension plan will provide for an unreduced early retirement pension commencing at age sixty (60).
- f) The survivor's benefits provision of the pension plan will be amended to provide for the surviving spouse of a member who had five years or more of service to receive the commuted value of the pension in a lump sum or to collect a pension valued at seventy (70%) of the commuted value.
- g) The Pension Plan will have a one (1) year vesting provision.

20.02 Employees hired after May 9, 2013 will be eligible to participate in the following RRSP Plan:

The Company shall make contributions to the Plan at the following hourly rates, based on the total hours for which the employee receives remuneration. The contributions will be made no later than the 15th day of the month following the month in which the contributions were earned.

June 1, 2014	Three dollars (\$3.00) per hour.
June 1, 2018	Three dollars and seventy cents (\$3.70) per hour

The plan sponsor is the USW District 3 Group RRSP. The Company is a participant of the plan whose sole responsibility is to make contributions to the plan on behalf of its employees as outlined above. CUMIS Life Insurance Company will be the plan administrator and will provide members education and diversified investment choices. The administrator can only be changed through the plan sponsor.

No employee will be allowed to withdraw or transfer any monies from his/her individual RRSP account unless they are terminated, retire, or become disabled from doing any work.

ARTICLE 21 – EDUCATION AND TRAINING FUND

- a) Effective date of ratification the Employer shall contribute to the Union the sum of five cents (\$0.05) per hour per employee for each hour worked for education and training of Union members.
- b) The money shall be made payable to Local Union 816 Education and Training Fund, Box 22 Van Anda, BC V0N 1K0 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide the necessary information regarding amounts paid for each employee.

ARTICLE 22 - HUMANITY FUND

For the purpose of International Aid and Development, the Company agrees to deduct twenty dollars (\$20.00) from each employee on October 1st of each year and forward to the United Steelworkers Humanity Fund.

UNITED STEELWORKERS
National Office Humanity Fund Dept.
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf

such payment has been made.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

ARTICLE 23 -DURATION OF AGREEMENT

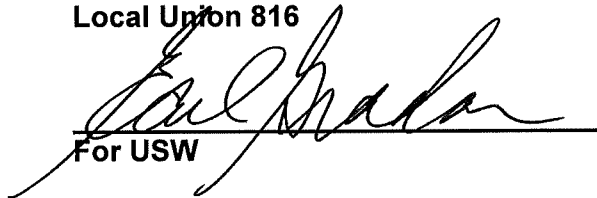
- 23.01** This Agreement will be effective from March 8, 2017 to and including May 31, 2021 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either Party to the other Party within the four (4) month period to the termination date.
- 23.02** Within five (5) days after receipt of any notice given pursuant to this Article by either Party, the Parties to this Agreement will commence negotiations. During the period of negotiations, this Agreement will continue in full force and effect.
- 23.03** By Agreement of the Parties hereto, the provisions of Sub-Sections 2 and 3 of Section 50 of the Labour Code of British Columbia are specifically excluded.

Signed on Behalf of

Signed on Behalf of:


TEXADA QUARRYING

**UNITED STEELWORKERS,
Local Union 816**



For Lafarge Canada

For USW



For Texada Quarrying

For USW Local Union 816

For Texada Quarrying

For USW Local Union 816

For USW Local Union 816

APPENDIX A

Wage and Classification Schedule

Job Classification	3/8/2017 (*DOR)	6/1/2018	6/1/2019	6/1/2020
	3%	2%	2%	2%
Labourer	\$ 30.71	\$ 31.32	\$ 31.95	\$ 32.59
Maintenance	\$ 33.14	\$ 33.80	\$ 34.48	\$ 35.17
Field Maintenance	\$ 33.14	\$ 33.80	\$ 34.48	\$ 35.17
Blaster Helper	\$ 33.14	\$ 33.80	\$ 34.48	\$ 35.17
Mill Operator	\$ 33.27	\$ 33.94	\$ 34.62	\$ 35.31
Driller	\$ 33.37	\$ 34.04	\$ 34.72	\$ 35.41
Rotary Driller	\$ 33.37	\$ 34.04	\$ 34.72	\$ 35.41
Excavator w/ Attachment	\$ 33.37	\$ 34.04	\$ 34.72	\$ 35.41
385 Excavator	\$ 34.49	\$ 35.18	\$ 35.88	\$ 36.60
Road Maintenance	\$ 33.51	\$ 34.18	\$ 34.86	\$ 35.56
Bulldozer Operator	\$ 33.51	\$ 34.18	\$ 34.86	\$ 35.56
Truck Drivers 65 Tons (Water Truck)	\$ 33.74	\$ 34.41	\$ 35.10	\$ 35.80
Truck Driver 90 tons	\$ 33.97	\$ 34.65	\$ 35.34	\$ 36.05
Barge Loader	\$ 33.95	\$ 34.63	\$ 35.32	\$ 36.03
Blaster	\$ 34.14	\$ 34.82	\$ 35.52	\$ 36.23
Loader Operator 6 CY	\$ 34.27	\$ 34.96	\$ 35.66	\$ 36.37
Loader Operator 8 CY	\$ 34.37	\$ 35.06	\$ 35.76	\$ 36.48
Loader Operator 10 CY	\$ 34.49	\$ 35.18	\$ 35.88	\$ 36.60
Loader Operator 12 CY	\$ 34.62	\$ 35.31	\$ 36.02	\$ 36.74
Loader Operator over 12 CY	\$ 34.76	\$ 35.46	\$ 36.17	\$ 36.89
Mechanic	\$ 39.20	\$ 39.98	\$ 40.78	\$ 41.60
Millwright	\$ 39.20	\$ 39.98	\$ 40.78	\$ 41.60
Welder	\$ 39.20	\$ 39.98	\$ 40.78	\$ 41.60

*DOR=Date of Ratification

**Leadhands shall be paid a premium of two dollars per hour above their regular hourly rate. Leadhands will be chosen based on seniority and ability. Employees who are designated as Leadhands will be provided with and coached on the expectations of the role and will be removed from the role if they do not meet the expectations.

APPENDIX B

Occupational Health & Safety:

All accidents and dangerous occurrences shall be investigated by persons knowledgeable in the type of work involved and the co-chairmen of the Occupational Safety and Health Committee or their designates.

The accident or occurrence site shall not be disturbed, except for the purpose of saving life or relieving human suffering, until the chair of the OHSC's or their designate had the opportunity to inspect and investigate the site and the Inspector of Mines or the co-chair of the OHSC authorize such disturbances.

The Company shall send copies of government report materials to the Union regarding Health, Safety or Environment matters affecting employees at work. These copies will be sent whether initiated by the Company or the Government.

First week of every month all crews shall have a crew safety meeting with a copy of the reports given to the OHSC to review. Every three (3) months a joint review Committee composed of the Union's OHSC co-chair, Union President and Vice President shall meet with the Company OHSC - co chair representative and Company Manager. At such meetings the parties shall deal with recommendations and unresolved matters received from the departmental OHSC and submit its findings to the President/General Manager.

The Company agrees to fully cooperate with the OHSC and will provide them with every reasonable facility for carrying out their inspections and investigations, and access to all reports, plans, and records pertinent to the work of the OHSC. All new safety & environmental policies shall be reviewed by the OHSC co-chairs and Union Executive prior to implementation.

Addendum No. 1

TEXADA QUARRYING EMPLOYEE ROCK POLICY

The following policy shall apply for all employees taking rock from Lafarge Texada Quarrying

1. Employees to receive permission slip from the Logistics Manager or his designate prior to loading material
2. After slip has been received employee will schedule loading time with the appropriate shift supervisor
3. Quantities cannot exceed levels outlined below for free material

Quantities

Products available for FREE until the piles are depleted. (Max 5 tandem loads per calendar year)

1. 1" Base above the dyke dump
2. White Rock Quarry Waste Pile
3. Surprise Pile #1 and #2
4. Old Iron Mine Waste Dumps above and East of the Office

All other products, except noted below, are available to a maximum of 1 tandem load or 3 pickup loads per year for free.

Hand Picking

All hand picking must be done in conjunction with the shift supervisor on site at the time. All safety rules will be in effect. The shift supervisor will have the final approval.

NOTE:

1. Premium products i.e.: white rock, concrete rock or clears materials are for purchase only.
2. All material loaded at the request of the employee will be done at their own risk. Any damage or injuries that may occur when loading a material will be the sole responsibility of the employee requesting the material. The Company will not be held liable for any damages or injuries claimed.
3. Any violation of this agreement will mean the immediate cancellation of this policy
4. Any overages will be charged out at contractor's rates.
5. Employees are required to wear full PPE

Letter of Understanding No.1

BETWEEN: **TEXADA QUARRYING (A Division of Lafarge Canada Inc.)**
(The "Company")

AND: **UNITED STEELWORKERS, LOCAL 816**
(The "Union")

WEEKEND OVERTIME WORK – for eight (8) hour Monday-Friday schedules

The following provisions will govern an employee's eligibility for available overtime work on a WEEKEND (Saturday and/or Sunday).

- A. The employee must have worked a minimum of three (3) of the weekdays during the week immediately prior to the WEEKEND.
- B. An employee will not be entitled to work more than eight (8) hours of overtime each work day.
- C. Shift schedules and sequence of offering overtime work based on the previous week's schedule
- D. When calling for overtime work the shifter will leave a message of the time they called and starting time required and the employee will have a thirty (30) minute grace period to return the call. If the employee does not have voicemail, the Company will mark down the time and move on to the next employee.

DEFINITIONS:

Posted Operators – shall mean those employees posted to the job classification that is working overtime.

Overtime procedures:

1. Posted Operators on the shift.
2. Employees who have worked in the job classification for three (3) days or more on the shift; however if a senior employee could have filled an available position based on seniority pursuant to Article 15.03.
3. Posted Operators on the previous shift
- 4* Posted Operators on the following shift (see note below)
5. Senior qualified employees on the shift
- 6.* Senior qualified operators on the previous shift (see note below)
7. Senior qualified operators on the following shift

*Note: If an employee works Sunday afternoon shift, they must not work Monday graveyards as there will not be an 8 hour time-off between shifts. In this instance, employees will be compensated for Monday graveyards and return to work on Tuesday graveyard shift.

An employee may voluntarily work up to an additional three (3) hours beyond the described shift if the Company expects the work to be concluded during that time, if the work is expected to take longer than eleven (11) hours the next shift will be called out after eight (8) hours of work for the current overtime shift. This only pertains to unloading and loading of barges or ships.

If, after following this sequence of offering overtime work, the Company does not have sufficient volunteers for work involving the loading or unloading of ships and/or barges, the Company has the right to ask employees to work past their eleven (11) hour shift or assign this work in reverse order of seniority to junior qualified employees. The Company will not assign this work to employees going on or coming off vacation on that weekend. Employees who are assigned overtime work in this way will not be required to work more than eight (8) hours of overtime each work day.

The foregoing provisions will govern the application WEEKEND OVERTIME WORK opportunities.

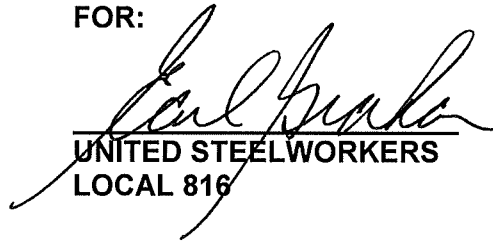
SIGNED THIS 4 day of SEPTEMBER, 2017

FOR:



**TEXADA QUARRYING, A DIVISION OF
LAFARGE CANADA INC.**

FOR:



**UNITED STEELWORKERS
LOCAL 816**

Letter of Understanding No. 2

BETWEEN: **TEXADA QUARRYING LTD.**
 (The "Company")

AND: **UNITED STEELWORKERS, LOCAL 816**
 (The "Union")

TOOL REPLACEMENT

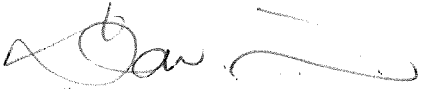
All broken or lost tools will be replaced by the Company with equivalent or better make of tools.

An inventory of tools for each employee will be provided to the company.

The above applies to any employee who uses their personal tools in their line of work.

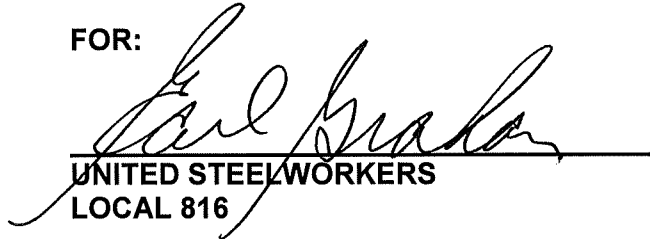
SIGNED THIS 4 day of SEPTEMBER, 2017.

FOR:



**TEXADA QUARRYING, A DIVISION OF
LAFARGE CANADA INC.**

FOR:



**UNITED STEELWORKERS
LOCAL 816**

Letter of Understanding No. 3

BETWEEN: **TEXADA QUARRYING LTD.**
 (The "Company")

AND: **UNITED STEELWORKERS, LOCAL 816**
 (The "Union")

COURSES AND TRAINING

The company shall post on all bulletin boards any and all available courses and training pertaining to future job opportunities (e.g. Forklift / blasting tickets, etc.) so that all employees have the chance to participate. A copy of all applicants will be supplied to the union with all names and certifications.

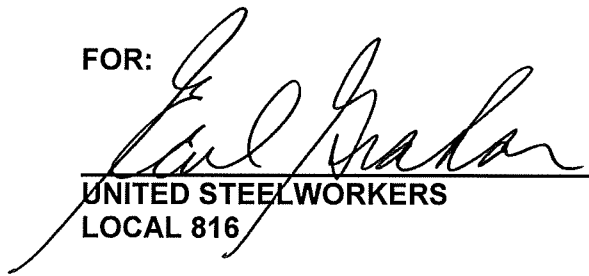
SIGNED THIS 4 day of SEPTEMBER, 2017;

FOR:



**TEXADA QUARRYING, A DIVISION OF
LAFARGE CANADA INC.**

FOR:



**UNITED STEELWORKERS
LOCAL 816**

Letter of Understanding No. 4

BETWEEN: **TEXADA QUARRYING LTD.**
 (The "Company")

AND: **UNITED STEELWORKERS OF AMERICA, LOCAL 816**
 (The "Union")

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Company and the Union agree to continue with the Powell River Assessment and Referral Service and the Employee Family Assistance Program (EFAP) for the duration of this agreement.

The cost will be shared between the Company and the Employees on a 50/50 basis.

SIGNED THIS 4 day of SEPTEMBER, 2017.

FOR:



TEXADA QUARRYING LTD.

FOR:



**UNITED STEELWORKERS
LOCAL 816**

Letter of Understanding No. 5

BETWEEN: **TEXADA QUARRYING (A Division of Lafarge Canada Inc.)**
(The "Company")

AND: **UNITED STEELWORKERS OF AMERICA, LOCAL 816**
(The "Union")

JOB SHARING

Job sharing can be considered on a trial basis with the details to be worked out between the parties upon request. These arrangements will be voluntary and mutually agreed.

SIGNED THIS 4 day of SEPTEMBER 2017

FOR:



**TEXADA QUARRYING, A DIVISION OF
LAFARGE CANADA INC.**

FOR:



**UNITED STEELWORKERS
LOCAL 816**

Letter of Understanding No. 6

**BETWEEN: TEXADA QUARRYING (A Division of Lafarge Canada Inc.)
(The "Company")**

**AND: UNITED STEELWORKERS OF AMERICA, LOCAL 816
(The "Union")**

CONTRACTING OUT JOB DETAIL

The following lists are as comprehensive as is practical. Jobs may be added or removed from the lists, based on their individual scope. Changes to the lists will be done through consultation with the Company and Union members of the Contracting out Committee.

The following are jobs done by contractors (not normally done by our employees), which do not require notice to the Contracting Out Committee:

- Electrical/computer work/high voltage work: The parties agree that much history has occurred with respect to electrical work and the contracting out of electrical work. The Union agrees that the current incumbent has been hired as an Electrical Supervisor. Furthermore the Union is putting the Company on notice that this is bargaining unit work and confirms that its position with respect to Article 1.03 remains unchanged. Therefore for the term of this agreement the parties agree that the incumbent will remain in the electrical position however if he leaves the employ of the Company the Contracting Out Committee will recommit to Article 1.03 (d) (i).
- Crane operation
- Surveying
- Logging, slash burning
- Loading gravel at the airport SP
- Dolphin/piling installation & repair
- Painting
- Framing, forming, carpentry
- Radio repair
- Septic pumping/plumbing
- Outside trainers
- General shop repairs (furnace, A/C etc)
- Batch Plant operation
- Servicing/repair of plated vehicles

The following are jobs that are generally done by contractors which require notice to the Contracting out Committee, as soon as possible, but not necessarily 14 days in advance of the work:

- Line boring. (welding by our welders)
- Sending components out for rebuild/repair, including warranty repair (e.g.: transmissions, diesel motors, tires, cylinders, electric motors, hydraulic motors, pumps, torque converters, speed reducers, shafts, drill steel, alternators, starters, crusher parts)
- Warranty work in the shop (warranty, product or safety updates to be on notice)
- Log road building, skidder trails

- NDT Testing

Notice will be given for the following jobs, 14 days in advance of the work. Notices for emergency work will be given as soon as is practical. (Notices will be emailed to the union president, vice-president and company representatives):

- Capital and/or special projects. This will be a general notice, not a notice of each component of the job. (e.g.: using a skid steer)
- Diamond drilling/core drilling
- Structural welding
- Scrap removal, demolition
- Conveyor belt repair
- Sending out equipment for end to end overhaul
- Digging around bents and tunnels

If an issue is not on this list, notification will be given to the Contracting out Committee as soon as possible for review.

SIGNED THIS 4 day of SEPTEMBER, 2017

FOR:



TEXADA QUARRYING,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF LAFARGEHOLCIM

FOR:



UNITED STEELWORKERS
LOCAL 816

Letter of Understanding No. 7

BETWEEN: **TEXADA QUARRYING (A Division of Lafarge Canada Inc.)**
(The "Company")

AND: **UNITED STEELWORKERS, LOCAL 816**
(The "Union")

VACATION SCHEDULING

1. Vacation will be scheduled by shift class, where shift class is the combination of department and posted scheduled shift length.
Shift Classes:
 - Maintenance 8hrs
 - Maintenance 10hrs (applicable for alternate shift schedules)
 - Maintenance 12hrs (applicable for alternate shift schedules)
 - Production 8hrs
 - Production 10hrs (applicable for alternate shift schedules)
 - Production 12hrs (applicable for alternate shift schedules)
2. Each shift class will submit and finalize vacation in groups of fifteen (15) based on seniority starting September 1st each year for the following year.
3. All vacation requests within each class will be approved or denied within five (5) working days of the group's date of submission
4. Vacations will be scheduled in five (5) day blocks [or four (4) day blocks on statutory holiday weeks]. Single vacation days and floater days will only be considered once all employees have had an opportunity to book their vacation blocks.
5. If there are constraints that prevent these deadlines from being met, the Company and the Union will agree to meet to determine new dates
6. Vacation request conflicts in each class will be handled on a seniority basis.
7. After the process above has been finalized, preference shall be given on a first come, first served basis for the period in question

First Come First Serve Scheduling:

- First come, first serve vacation requests will be approved or denied within five (5) working days. Applications received on the same day will be decided based on seniority.

- Floater days count towards the maximum number of employees allowed off on vacation. Floater days requested after the schedule has been posted will be approved if there is room in the vacation schedule for that day or on short notice in emergency situations.

Cancellation of Booked Vacation days

- Employees who need to cancel their vacation blocks or days can do so provided they advise the Company according to the following:
 - For vacation blocks granted as outlined in #4 above: at least four (4) weeks prior to the start of the vacation.
 - Reassignment of the vacation block will be done during the first week based on seniority.
 - After the first week if no employees have requested the vacation block, single vacation days will be granted on a first come first served basis.
 - For single vacation days or floater days: at least two (2) weeks prior to the vacation day(s) or floater day
 - i. Reassignment of the vacation day(s) will be done during the first week based on seniority.
 - ii. After the first week if no employees have requested the vacation day, the day will be granted on a first come first served basis as outlined above.
 - The time periods to cancel as outlined above, for vacation blocks, single vacation days and floater days, will be waived due to bone fide reasons (e.g. Natural disaster or health related issue for employee or immediate family).

This LOU can be reviewed and amended by either party upon agreement, where reasonable concerns need to be addressed.


SIGNED THIS 4 day of SEPTEMBER, 2017

FOR:



TEXADA QUARRYING LTD.,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF LAFARGEHOLCIM

FOR:



UNITED STEELWORKERS
[REDACTED], LOCAL 816

Letter of Understanding No. 8

BETWEEN: **TEXADA QUARRYING (A Division of Lafarge Canada Inc.)**
 (The "Company")

AND: **UNITED STEELWORKERS OF AMERICA, LOCAL 816**
 (The "Union")

ALTERNATE SHIFT SCHEDULES

Re. Continuous Shift Schedules

The following provisions apply to continuous shift schedules for the entire operation at Texada Quarrying.

The Company and Union agree to form a Joint Committee for the first year of the Collective Agreement to "iron out" any unforeseen issues with the proposed implementation of a Seven Day Continuous Shift Schedule.

Seven-Day Operation The Company may implement or transition away from a seven-day operation under the following conditions and can only implement both Appendix "C" & "D" together with no other shift schedules. Any conditions not mentioned in Appendix "C" & "D" below will be as per the CBA. Prior to implementation of the seven-day operation the Company shall give the Union written notice of not less than sixty (60) calendar days.

SECTION 1 - Twelve-Hour Shifts (Appendix "C")

1. The regular work week shall be three (3) shifts, Friday to Sunday.
2. Where a twelve (12) hour shift is employed the hours worked will be paid as twelve (12) hours per day, with an eleven percent (11.1%) premium paid for each regular hour worked, totaling thirteen hours and twenty minutes (13h20) per day or forty (40) hours each week.
3. For the purpose of calculating an employee's earnings, the employee's hourly rate will be at the classification rate of pay as described above.
4. The employees' one-half (½) hour lunch period will normally start upon the completion of six (6) hours work. But in no case will it start prior to five and a half (5½) hours worked or after the seventh (7th) hour worked.

If employees do not get a lunch break within the time period referred to above the employee will be paid time and one half (1.5x) for one-half hour (½) in addition to his twelve (12) hour day. Plus the employee will be entitled to a one-half hour lunch break at a later time.

5. Employees shall be entitled to two (2) twenty (20) minute paid rest periods, one in the first half and one in the second half of each shift.

6. Overtime – All work performed outside the regular scheduled twelve (12) hours will be paid at double time.
7. Any hours worked on a day designated a Plant Holiday as specified in Article 6.01 shall be paid at double time.
8. In lieu of Article 6.01, employees shall receive Plant Holiday pay as follows:
 - If a Plant Holiday falls on an employee's scheduled work day and the employee is not required to work, he shall receive the day off plus twelve (12) hours pay at his regular rate, plus an eleven percent (11.1%) premium.
 - If a Plant Holiday falls on an employee's scheduled work day and the employee is required to work, he shall be paid for all hours worked as per #7 above plus eight (8) hours pay at his regular rate.
 - If a Plant Holiday falls on an employee's regular day off he shall receive eight (8) hours pay for that day. He shall not be entitled to an additional day off work.
9. The first shift shall be scheduled from 0600 hrs to 1800 hrs for Maintenance employees and 0800 hrs to 2000 hrs for Production employees.
10. The second shift shall be scheduled from 1800 hrs to 0600 hrs for Maintenance Employees and 2000 hrs to 0800 hours for Production employees and a shift premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid for all hours worked during that period.
11. The twelve-hour shift schedule shall be attached to this Agreement as Appendix "C".
12. Assignment of employees to the twelve (12) hour shifts and any new job in Trans Shipping (Coal) shall be in accordance with Article 16 – Job Posting. Following, if necessary, by assignment in reverse order of seniority starting with the most junior employee to perform the work required. (See Section 4 on "Posting Procedures").
13. For the purposes of employees working the twelve (12) hour shift, a vacation week shall be defined as three (3) work days. (i.e. – one day = 12 hours with an 11% premium totaling 13h20 or one week = 40 hours).
14. For the purpose of employees working twelve (12) hour shifts, pension credits shall reflect twelve (12) hours with an eleven percent (11%) premium totaling 13h20 per day or one week = 40 hours).
15. Shift Rotation – Shift rotation will occur every other week to allow employees equal time on each shift, unless the parties mutually agree on other arrangements.

SECTION 2 - Ten Hour Shifts (Appendix "D")

1. The regular work week shall be four shifts, Monday to Thursday.
2. Where a ten (10) hour shift is employed the hours worked will be ten (10) hours.
3. The employees' one-half ($\frac{1}{2}$) hour lunch period will normally start upon the completion of five (5) hours work. But in no case will it start prior to four and a half ($4\frac{1}{2}$) hours worked or after the sixth (6^{th}) hour worked.

If employees do not get a lunch break within the time period referred to above the employee will be paid time and one half (1.5x) for one-half hour ($\frac{1}{2}$) in addition to his ten (10) hour day. Plus the employee will be entitled to a one-half hour lunch break at a later time.

4. Employees shall be entitled to two (2) fifteen (15) minute paid rest periods.
5. Overtime – All work performed outside the regular scheduled ten (10) hours will be paid at double time (2x) thereafter.
6. Any hours worked on a day celebrated as a Plant Holiday as specified in Article 6.01 shall be paid at double time.
7. In lieu of Article 6.01, employees shall receive Plant Holiday pay as follows:
 - If a Plant Holiday falls on an employee's scheduled work day and the employee is not required to work, he shall receive the day off plus ten (10) hours at his regular rate of pay.
 - If a Plant Holiday falls on an employee's scheduled work day and the employee is required to work, he shall be paid for all hours worked as per #6 above plus eight (8) hours pay at his regular rate.
 - If a Plant Holiday falls on an employee's scheduled day off he shall receive eight (8) hours pay for that day. He shall not be entitled to an additional day off work.
8. The first shift shall be scheduled from 0400 hrs to 1400 hrs for Maintenance employees and 0600 hrs to 1600 hrs for Production employees.
9. The second shift shall be scheduled from 1400 hrs to 2400 hrs for Maintenance Employees and 1600 hrs to 0200 hours for Production employees and a shift premium of one dollar (\$1.00) shall be paid for all hours worked during that period.
10. The ten hour shift schedule shall be attached to this Agreement as Appendix "D".
11. Assignment of employees to the ten-hour shifts and any new job in Trans – Shipping (Coal) shall be in accordance with Article 16 – Job Posting. Followed, if necessary, but assignment in reverse order of seniority starting with the most junior employee to perform the work required. (See Section 4 on "Posting Procedures")

12. For the purposes of employees working the ten (10) hour shift, a vacation week shall be defined as four (4) work days. (i.e. – one day = 10 hours or one week = 40 hours).
13. For the purposes of employees working ten (10) hour shifts, pension credits shall reflect forty (40) hours per week. (i.e.-one day= 10 hours or one week = 40 hours).
14. Shift Rotation – Shift rotation will occur every other week to allow employees equal time on each shift, unless the parties mutually agree on other arrangements.

SECTION 3 - OVERTIME PROTOCOL

1. Definitions:

- Posted Operators - shall mean those employees posted to the job classification that is working overtime.
- Weekend Overtime Work - is defined as an employee's days off from their regular scheduled work week (Monday to Thursday / Friday to Sunday)

2. Daily overtime procedure

The following provisions will govern an employee's eligibility for available daily overtime work. All daily overtime is voluntary with the following exception. If the Company does not have sufficient volunteers for work involving the loading or unloading of ships and/or barges, the Company has the right to ask employees to work past their regular shift or assign this work in reverse order of seniority to junior qualified employees. The Company will not assign this work to employees going on or coming off vacation.

A. Overtime procedures: 10 hour shifts

1. Posted Operators on the shift
2. Senior qualified employees on the shift
3. Reverse seniority to junior qualified employees

B. Overtime procedure 12 hour shifts

1. Posted Operators on the shift.
2. Senior qualified employees on the shift
3. Reverse seniority to junior qualified employees

3. Weekend overtime Procedure for 10 & 12 hour shifts:

The following provisions will govern an employee's eligibility for available overtime work on a weekend.

- A. The employee on ten (10) hour shifts must have worked a minimum of three (3) of their regular scheduled work week days during the week immediately prior to the WEEKEND.

- B. The employee on twelve (12) hour shifts must have worked a minimum of two (2) of their regular scheduled work week days during the week immediately prior to the WEEKEND.
- C. An employee will not be entitled to work more than sixteen (16) hours in any one day including overtime hours.
- D. Shift schedules and sequence of offering overtime work will be based on the previous week's schedule.
- E. Production overtime work will come from production employees. Maintenance overtime work will come from maintenance employees. Once all employees from the respective departments have been exhausted, then and only then, can overtime work come from the other department. In the event there are still not enough employees, then employees will be scheduled by reverse seniority by department. (Note: this only applies for overtime needed for barges and ships as mentioned in the daily overtime procedure above)
- F. All employees will be entitled to bank overtime earned on non regular work days of employment only. (I.e. Monday-Thursday schedules = overtime on Friday-Sunday. For Friday-Sunday schedules = overtime on Monday-Thursday.) Overtime arising from a continuation of the employee's normal shift cannot be banked.
- G. When calling for overtime work the shifter will leave a message of the time they called and starting time required and the employee will have a thirty (30) minute grace period to return the call. If the employee does not have voicemail, the Company will mark down the time and move on to the next employee.

Overtime procedures:

1. Posted Operators on the shift.
2. Employees who have worked in the job classification for three (3) days or more on the 10 hour shift (Monday to Thursday) and two (2) days on the 12-hour shift (Friday to Sunday)
- 3.* Posted Operators on the opposite shift
4. Senior qualified operator on the shift
- 5.* Senior qualified operators on the opposite shift
6. Reverse seniority to junior qualified employee

*Note: If an afternoon shift employee works Sunday 10 or 12 hour night shift, they must not work his regular scheduled Monday day shift as there will not be an eight (8) hour time-off between shifts. In this instance, employees will be compensated for Monday day shift and return to work on Tuesday day shift.

If, after following this sequence of offering overtime work, the Company does not have sufficient volunteers for work involving the loading or unloading of ships and/or barges,

the Company has the right to ask employees to work past their twelve (12) hour shift or assign this work in reverse order of seniority to junior qualified employees. The Company will not assign this work to employees going on or coming off vacation on that weekend.

The foregoing provisions will govern the application WEEKEND OVERTIME WORK opportunities.

SECTION 4 – Posting Procedures

The Company and the Union agree to the following procedure when adding and removing the Alternate Shift Schedule:

1. Once notice is given to go to alternate shifts all employees that are posted to their current position and classification will revert to 10 hour shifts Monday to Thursday.
2. The Company will post all positions needed for the 12 hour shifts Friday to Sunday including the classifications and award them to the senior employee as per Article 16 of the CBA.
3. Once the positions are awarded to the 12 hour shifts and classifications the Company will then post all vacant positions for the 10 hour shifts and classifications and award to the senior employees as per Article 16 of the CBA.
4. All employees that are not qualified will be trained for the position they applied for.
5. If for any reason the Company cancels the alternate shift schedule each employee will revert back to their original posted position and classifications that they held in their 8 hour shifts.

The Company and Union agree to discuss any issue that arise out of this procedure and agree that seniority will not be compromised.

SIGNED THIS 4 day of SEPTEMBER 2017

FOR:



TEXADA QUARRYING, A DIVISION OF
LAFARGE CANADA INC.

FOR:



UNITED STEELWORKERS
LOCAL 816

Letter of Understanding No.9

BETWEEN: **TEXADA QUARRYING (A Division of Lafarge Canada Inc.)**
(The "Company")

AND: **UNITED STEELWORKERS OF AMERICA, LOCAL 816**
(The "Union")

Mine Rescue

The Company and the Union recognize the Mines' Act requirements to have a four (4) member mine rescue team available at all times when ten (10) or more employees are on the claim.

The Company and the Union also recognize that not all employees on the claim have or will have the required mine rescue certification.

Therefore the parties agree to the following to deal with any issues arising out of the Mines' Act requirements:

Initial Steps to mitigate issues:

1. Ensure all employees who are interested are certified in mine rescue
2. Ensure all Management who are interested are certified in mine rescue

Schedule selection

It is preferable to have the required amount of certified mine rescue personnel; four (4) on each of the shifts where there are ten (10) or more employees.

Where there are not enough employees with mine rescue on either the 10-hour or the 12-hour shift the Company will request for volunteers to move to the opposite shift to try and meet the requirements.

If there are not enough volunteers then the Company will meet the requirements using the "Temporary/Fill in Vacancies" mechanism outlined below:

Temporary/Fill In Vacancies

Where we are unable to meet the requirements of the Mines' Act due to vacancies one of the following will occur:

Employees on days off or off shift who have the mine rescue certification and have volunteered will be placed on a rotating schedule to be "on-call".

- a. Employees on call will be provided with a pager and will be paid a daily "on-call" rate of \$125.00.

- b. Employees who are called to respond to an emergency while "on call" will be paid double time for all hours worked plus applicable premiums in accordance with Article 5.04.

Where there are no regular bargaining unit employees available or not enough volunteers to be "on-call", Management employees, who have the mine rescue certification, will be required to be "on-call" to fulfill the mine rescue requirements.

Once all of the above has been attempted and no one is available to fulfill the requirements for mine rescue, for bona fide reasons the Company can require the junior employee with mine rescue certification to be "on-call", in order to meet the requirements.

However in filling the mine rescue requirements, seniority will not be compromised. If for any reason the Company must revert to senior may junior must to fulfill the requirements it can only be for "on-call" purposes. Only employees who have seniority can be called to perform work on the claim.

Where employees are laid-off and they have been given the proper two weeks' notice and they are to be "on-call" for mine rescue, then the required two week notice will not be in effect until they are recalled back to their regular work. If an employee is being paged for mine rescue duties this will not count as being recalled.

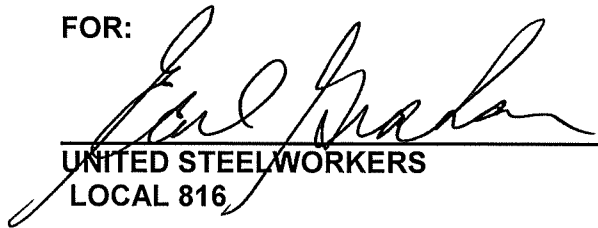
SIGNED THIS 4 day of SEPTEMBER 2017

FOR:



TEXADA QUARRYING, A DIVISION OF
LAFARGE CANADA INC.

FOR:



UNITED STEELWORKERS
LOCAL 816

Letter of Understanding No. 10

BETWEEN: TEXADA QUARRYING (A Division of Lafarge Canada Inc.)
 (The "Company")

AND: UNITED STEELWORKERS OF AMERICA, LOCAL 816
 (The "Union")

TRANSSHIPPING BONUS

The Company will introduce a bonus plan for all employees in Production, Maintenance and Transshipping classifications who have completed their probationary period.

- Effective date of ratification, five cents (\$0.05) per tonne of coal volume transshipped over and above 500,000 will be pooled into an account each year.
- Coal calculations will begin January 1st and end December 31st of each year of the agreement.
- The amount pooled will be divided equally amongst the number of employees on the seniority list on December 31st of each year.
- The payment will be based on actual number of regular hours worked plus vacation hours in the applicable year. (i.e. 1040 hours worked = 50% payout)
- The bonus will be calculated annually at year end and paid out no later than the end of the first month of the following year it was earned.
- The bonus will be paid as a lump sum less statutory deductions as a separate deposit.
- The bonus will restart January 1st of each year of the Collective Agreement.
- The Company will provide information on new coal volumes on a quarterly basis at a scheduled Union – Management Committee meeting.
- The Company will increase the payment from five cents (\$0.05) per tonne to six cents (\$0.06) per tonne January 1, 2014 and to seven cents (\$0.07) per tonne January 1, 2015.

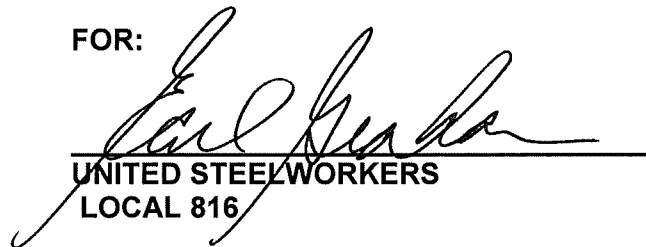
SIGNED THIS 4 day of SEPTEMBER 2017

FOR:



TEXADA QUARRYING, A DIVISION OF
LAFARGE CANADA INC.

FOR:



UNITED STEELWORKERS
LOCAL 816

Letter of Understanding No. 11

**BETWEEN: TEXADA QUARRYING (A Division of Lafarge Canada Inc.)
 (The "Company")**

**AND: UNITED STEELWORKERS OF AMERICA, LOCAL 816
 (The "Union")**

CWB CERTIFICATION FOR WELDERS

All welders interested in being CWB certified who approach the Company for time off to complete their certification will not be denied time off unless it is for bona fide operational requirements.

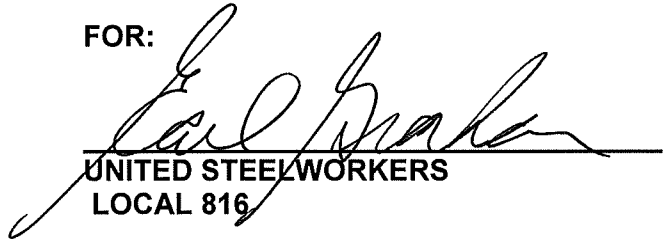
SIGNED THIS 4 day of SEPTEMBER, 2017

FOR:



**TEXADA QUARRYING, A DIVISION OF
LAFARGE CANADA INC.**

FOR:



**UNITED STEELWORKERS
LOCAL 816**

Letter of Understanding No. 12

BETWEEN: **TEXADA QUARRYING (A Division of Lafarge Canada Inc.)**
(The "Company")

AND: **UNITED STEELWORKERS, LOCAL 816**
(The "Union")

APPRENTICESHIPS

Employees who wish to pursue a trade ticket (e.g. Millwright, Welder etc) on their own will be provided with Lafarge's ITA number and the Company will report applicable training hours on their behalf.

Employees may request time off from the Company to attend required classroom training according to the following:

1. The Company will allow employees off for classroom training based on business requirements.
2. Where more than one (1) employee is requesting the time off and not all employees can be granted the leave, the Company will permit employees off first by apprentice year (4th, then 3rd, then 2nd and finally 1st) and then by seniority where employees are in the same apprenticeship year.
3. During these leaves for required apprenticeship classroom training employees will remain on the seniority list and continue to accrue seniority.
4. Employees will continue to be covered for medical and dental benefits while attending the required apprenticeship classroom training.

Employees who elect to pursue an apprenticeship according to the language above will be required to stay in the position as a trade once they receive their ticket for a minimum period of one (1) year. During this one (1) year the employee will be paid as a ticketed trade per Appendix A. Employees who do not complete their one (1) year as outlined above, will be required to reimburse the Company for benefit costs paid on their behalf for the classroom training periods.

SIGNED THIS 4 day of SEPTEMBER, 2017

FOR:

TEXADA QUARRYING LTD.,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF LAFARGEHOLCIM

FOR:

UNITED STEELWORKERS
[REDACTED], LOCAL 816

Letter of Understanding No. 13

BETWEEN: **TEXADA QUARRYING (A Division of Lafarge Canada Inc.)**
 (The "Company")

AND: **UNITED STEELWORKERS, LOCAL 816**
 (The "Union")

Re. ARTICLE 20.01 - DEFINED BENEFIT PLAN EXCEPTION

Employees who retire during the retirement window of April 1, 2017 to May 31, 2018, who are retirement eligible per the Company's pension plan text, and who commence receipt of an immediate pension from the pension plan, will be eligible for the increased benefit of sixty-six dollars (\$66.00) per month of credited service retroactive to June 1, 2013.

SIGNED THIS 4 day of SEPTEMBER, 2017

FOR:



TEXADA QUARRYING LTD.,
A DIVISION OF LAFARGE CANADA INC.

FOR:



UNITED STEELWORKERS
LOCAL 816