

AGREEMENT entered into this 5th day of July 2011 BETWEEN:
LEHIGH CEMENT a division of Lehigh Hanson Materials Limited.
7777 Ross Road, Delta, B.C.
Delta Plant,
(hereinafter called "The Company")

AND:

CEMENT, LIME, GYPSUM and ALLIED WORKERS DIVISION
INTERNATIONAL BROTHERHOOD of BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS and
HELPERS
LOCAL D277

(hereinafter called "The Union")

WITNESSETH THAT:

The Parties hereto have agreed as follows:

ARTICLE 1

Definition

1.01 The term "employee" or "employees" as and wherever used in this Agreement shall include all production and maintenance employees, including laboratory employees and janitors (for plant and Operations Building), and all classifications set out in Appendix "A" but shall definitely exclude the following:

(a) All executive, engineering, technical, office and supervisory staff.

(b) Personnel working for and paid by contractors engaged by the Company to carry out construction work.

1.02 It is understood that the Company shall not permit anyone excluded from membership to perform Bargaining Unit work or take the place of members of the Bargaining Unit, except as follows: persons excluded from membership may instruct, inspect (without working with tools or equipment), or in the case of an emergency,

take action necessary to avoid injury, loss of life and property, material or machinery. Except in these cases, they may not handle or transport materials or equipment nor service Company's vehicles within the Company's operation.

For any violation of the rules described herein the Company shall be required to pay electronically a minimum of four (4) hours straight time pay at Job Class twenty-three (23) to the Local Union General Fund.

Statement of Intent re Article 1.02

Engineering staff shall be permitted to remove inspection covers, and ports provided such can be done without the use of tools. Engineering staff shall also be permitted to use engineering instruments and apparatus in the operation of their duties. They are specifically restricted from taking production material samples, using yard, lab, mechanical and electrical tools, cleaning, making adjustments, alterations or repairs.

1.03 The Company agrees that no production work required by the Company operation will be contracted out, except where fully adequate production equipment breaks down to the extent that essential material movement necessary to the immediate continuing operation of the plant production process cannot be provided, then the Company may contract the necessary equipment for the immediate emergency, and provided further that the Company equipment as set forth above shall be immediately made operative and placed back in operation.

1.04 The Company agrees that no maintenance work required by the Company operation will be contracted out except in an emergency or during a major maintenance shutdown, or occasional work requiring equipment or abilities not available at the plant, and only then

providing that this contracting out will not result in a lay-off of members in the Bargaining Unit.

1.06 Qualifications set by the Company for any job in the Bargaining Unit must be reasonable, necessary, and relevant to the performance of such job.

1.07 As used in this Collective Agreement, all previous references (e.g. he, his, they, their) shall be deemed to include the feminine as well as the masculine.

ARTICLE 2

Recognition

2.01 The Company recognizes the Union as sole collective bargaining agency for all employees of Lehigh Cement a division of Lehigh Hanson Materials Limited at its operation located at Delta Plant.

2.02 It shall not be a violation of this Agreement or cause for discharge or discipline if an employee refuses to cross a picket line which has not been declared illegal by the Labour Relations Board or a court of competent jurisdiction or refuses to handle material being produced by a plant at which a legal strike or lock-out is in progress.

ARTICLE 3

Employment

3.01 (a) The Company retains the right to hire all employees and shall notify the Union in writing of each newly hired employee within fifteen (15) working days of hiring, giving the date of hiring and the job classification to which he has been assigned.

(b) All employees within the Collective Bargaining Unit covered by this Agreement must become members, maintain membership in this Union and pay to the Union an amount equal to the initiation fee and regular monthly dues through the medium of electronic payroll deduction. Monies so deducted shall be conveyed to the Union by the

Company coincident with the issuance of the employee's first pay cheque and at regular monthly intervals thereafter.

An employee who fails to maintain his membership in good standing in the Union shall be discharged or suspended from Bargaining Unit work after seven (7) calendar days written notice to the Company by the Union. The Union shall give a reasonable explanation concerning the employee's failure to maintain his membership in good standing.

(c) All newly hired employees not including any employees on the seniority list shall be considered to be on probation for forty five (45) working days from the date of hiring and shall be subject to termination during such period at the discretion of the Company.

(d) If the employee is retained after the probation period or as a result of rehiring accumulates forty five (45) working days during the contract period, the employee's name shall be entered on the seniority list and his seniority shall be computed from the original date of hiring.

(e) The working days calculation will not include interruptions resulting from sickness, layoff and contractual interruptions such as bereavement.

(f) Normal retirement shall be as defined in the Cement Workers Trusteed Pension Plan for Hourly Employees in effect January 1, 1989.

3.02 (a) The Company agrees to deduct from the pay cheques of all employees monthly dues in accordance with Article 3.01 (b). Assessments, as authorized by the Union's Constitution and By-Laws, will also be deducted from the pay of Union members. The Company shall remit these electronic deductions biweekly to the Secretary Treasurer of the Union. At the time of hiring, employees must individually authorize the Company in writing to make such deductions.

(b) The Company agrees that on the official request of the Union it will furnish the Union with full information on the job title and rate of pay of any member of the Bargaining Unit.

- (c) Each employee shall authorize the Company in writing to supply the Union with his address and telephone number. Employees are responsible for notifying the Company of all changes in address and telephone number. Within five (5) working days of the end of each calendar month, the Company shall supply to the Union a complete and current list of employees' addresses and telephone numbers.
- (d) A Union Steward shall be given an opportunity to interview each new employee, during working hours without loss of pay, for fifteen (15) minutes, with such interview scheduled by the Company sometime during the initial thirty (30) days of employment. The purpose of this interview will be to acquaint the employee with the benefits and duties of Union membership and his responsibilities and obligations to the Company and to the Union. The parties agree that scheduling of this interview shall be such as to minimize any adverse impact upon the Company's operation.

ARTICLE 4
Hours of Work

Definitions:

(a) Day - A day shall be considered as the twenty-four (24) hours beginning at 0000 hours (midnight) and ending at 2400 hours midnight.

(b) Week - A week shall be considered as the seven (7) day period beginning at 0000 hours on Sunday and ending at 2400 hours the following Saturday.

4.01 (a) The standard working day for employees in the listed departments will be eight (8) hours with a half hour (1/2) unpaid lunch break.

Yard 1100 hours to 1130 hours (unpaid lunch)

Warehouse 1200 hours to 1230 hours (unpaid lunch)

Lab (days) 1200 hours to 1230 hours (unpaid lunch)

The standard working day for Maintenance (days) will be as per LOU Re Maintenance Trades Compressed Work Week with an unpaid lunch break from 1200 hours to 1230 hours.

(b) The standard working week for employees in the listed departments are:

Yard - Five (5) consecutive days, Monday through Friday, commencing at 0700 hours and concluding 1530 hours each day.

Warehouse - Five (5) consecutive days, Monday through Friday, commencing at 0800 hours and concluding 1630 hours each day.

Lab(days) - Five (5) consecutive days, Monday through Friday, commencing at 0800 hours and concluding 1630 hours each day.

Maintenance (days) - as per LOU Re Maintenance Trades Compressed Work Week.

(c) The standard work week for shift employees (excepting day employees) shall average forty-two (42) hours per week and be in accordance with the shift schedule attached to the Appendix "A" to this Agreement which provides for more than one eight (8) hour shift seven (7) days per week. This schedule to be effective during the life of this Agreement.

(d) Job Classifications which are considered shift employees under section (c) above are as follows:

Central Control Operator

Plant Attendant

Shift Analyst

Shift Millwright (4)

Shift Electrician (4)

Front End Loader Operator (over 3 ½ yds. Classification 16)

Shift Relief Operator

(e) The Shipping Department Job Classifications and hours of work are as follows:

- Shipping Attendant
- 0700 hours to 1500 hours
- 1500 hours to 2300 hours
- Monday to Friday

It is understood that these employees are to be considered as day workers for purposes of computing overtime after 2300 hours and on weekends.

- Shift Shipping Attendant
- 2300 hours to 0700hours Monday to Friday
- and 0700 hours to 1500 hours Tuesday to Saturday

(f) It is understood and agreed that casual labourers, newly hired by the Company during equipment shutdowns, to perform specific labour work related to kiln bricking, kiln gear cleaning, the kiln cooler and/or the preheater, that will not exceed two (2) weeks, may be placed on a shift other than the day shift and in such case they shall be treated as shift workers and paid as such. Prior to such casual labour shift assignments, Production and Yard Crew employees will be offered the opportunity to work such shifts.

(g) Any Job Classification not covered in sections (d), (e) and (f) above will be a matter of written agreement between the Union and the Company. Otherwise, said classifications will be considered as day worker under section (a).

4.02 (a) No employee shall receive less than forty (40) or forty-two (42) hours straight time pay, in addition to any premium rates that might apply, in any one work week as a result of rearrangement of working hours to suit the Company's convenience.

(b) Subsection (a) shall be interpreted in accordance with the example below:

- Day worker assigned to shift for
- Monday 0000-0800 $8 \times 2 = 16$ hours straight time
- Tuesday 0000-0800 $8 \times 2 = 16$ hours straight time
- Wednesday 0000-0800 $8 \times 2 = 16$ hours straight time

Employee does not work Thursday and Friday, but receives
8 x 1 for Thursday,
8 x 1 for Friday or 16 hours (total)
Total pay for week = 48 hours + 16 hours = 64

4.03 Any employee who is required to report for work shall be given at least four (4) hours straight time and shall receive full time pay for all time thereafter that he is required to remain on the premises ready for work. Any employee who is not specifically instructed at least twelve (12) hours before his regular starting time not to report for work shall be considered as having been ordered to report and therefore he shall receive four (4) hours pay at his usual rate. Any employee put to work on his regular working day shall receive a full day's pay at his regular rate.

4.04 Whenever possible, an employee shall give the Company twenty (20) hours notice that he will be unable to report for work. When twenty (20) hours notice cannot be given, the employee must notify the Company as soon as possible. Employees will also give the Company at least twenty-four (24) hours notice that they are available to return to work or to work their regular shift.

4.05 When an employee has been instructed not to report for work at a previously designated hour but to stay at home awaiting further instructions to report for work at another time, he shall receive four (4) hours straight time pay at his usual rate for each postponement. This shall not apply in cases where the employee qualifies for payment as provided for under Article 6.04.

4.06 Day workers, excluding those who are Posted Spares, required to replace shift workers shall be paid as follows:

- (a) For the first three (3) shifts, they shall be paid the day workers' premium applicable to the hours worked and based upon the shift rate.
- (b) Following such three (3) shifts, they shall be paid as shift workers at the applicable rate plus shift differential.

When day workers are assigned to shift work (not replacing shift workers) they will be paid two times (2x) their rate for all hours worked other than their standard working day.

4.07 If an employee is requested to remain on the job to work overtime and if the overtime is subsequently cancelled, one-half (1/2) hour at the applicable overtime rate shall be paid to such employee.

ARTICLE 5

Overtime

5.01 Overtime pay at the rate of double (2x) times an employee's regular hourly rate of pay shall be paid for work performed under one of the following conditions and as hereinafter provided in Article 6.

- (a) For work in excess of forty (40) hours per week.
- (b) For work between the hours of 1630 hours to 0800 hours except for shift employees. (The assignment of a day worker to shift work entitles him to overtime pay but the rest period clause, Article 5.04, has no application.)
- (c) For work in excess of eight (8) hours in any one (1) day. For work in excess of eight (8) hours in any twenty-four (24) hour period when a short change of shift is required of an employee by the Company. (A short change of shift is defined as a change of shift after eight (8) or more hours but less than sixteen (16) hours from the end of a worked shift).
- (d) For work on Saturday, or in the case of shift employees, for the first shift of work on any scheduled day off.
- (e) For work on the first shift worked when an employee's regularly scheduled shift is changed by the Company on less than forty-eight (48) hours notice to the employee.
- (f) For any overtime worked a minimum of one-half (1/2) hour at the applicable overtime rate shall be paid. (This shall in no way interfere with the call-out provisions in Article 5.03).
- (g) Double time (2x) will be paid for one-half (1/2) hour to a day worker who is directed to work through his lunch period (1200 hours to 1230 hours). His lunch period shall be taken later during his normal shift for which time he shall be paid.

(h) For all work on Saturday and Sunday or in the case of shift workers for work on scheduled days off.

NOTE: "Any twenty-four (24) hour period" is defined as any consecutive twenty-four (24) hours and is in no way governed by regular starting times or calendar days.

5.02 "CALL-OUT" - double time (2x) to be paid for all call-outs with a minimum of three (3) hours pay at double time (2x) for each call-out.

(a) "Call-out" is defined as:

1. Any overtime worked on days off for which less than twelve (12) hours of notice has been given, it being of no consequence where the notice was given (at home, at work, or elsewhere).

2. At any time notice is given to the employee that requests him to work before or after his regular working hours, if the notice is given while the employee is off duty; this includes notice after the clock has ended his regular shift.

3. At any time an employee is required to return to the plant (with less than twelve (12) hours notice being given).

(b)1. One (1) hour traveling time at an employee's regular hourly rate will be paid for each such call-out.

2. It is understood that in the event of a call-out no duties will be added for the purpose of making up time, except when another emergency breakdown occurs after notice has been given or after the employee has started work and before originally specified purpose call-out has been completed.

The Company will advise the employee of the nature of the work to be done when he is given notice of the call out.

Management will give the employee a work order covering the work to be done before he begins work.

(c) Double time (2x) will be paid for overtime and call-outs on a Sunday.

5.03 Triple time (3x) will be paid for the following: For scheduled overtime shifts and call-outs on a Statutory Holiday in addition to his straight time pay under Article 6.02.

5.04 (a) Where an employee has been required to work four (4) hours or more overtime, he shall have a ten (10) hour break before commencing his regular shift. Failing this, it is understood that he will remain on the premium rate of pay until such time as he has had a ten (10) hour rest period.

(b) It is understood that when an employee's rest period terminates before the cessation of his normal work day or shift, and provided he reports to work at the cessation of this period, he shall be paid for all normal working hours used to complete his rest period.

It is further understood that when an employee's rest period terminates no more than two (2) hours before the cessation of his normal work day or shift, he shall be paid for all normal working hours used to complete his rest period without having to report to the plant.

The hours not worked after the termination of the rest period shall not be counted as hours worked and, therefore, regarded as leave with permission.

Any hours paid in accordance with the above to complete a rest period shall be counted as hours worked. It is understood that the rest period provisions provided for herein do not apply in the case of a change of shift (provided the change of shift is for scheduled shift work as provided under Article 5.01 (c) and/or Article 5.01 (d)).

(c) Notwithstanding the provisions of this Article, when a continuous production shift employee fails to report to work, his shift may be split between the employees working the previous and next succeeding shift on a four and one-half (4 1/2); three and one-half (3 1/2) hour basis.

5.05 No employee will be assigned, requested or scheduled to work overtime as long as an employee is on lay-off, who is available and capable of performing the work required except as provided in Article 16.07. This Article does not apply to emergency call-outs for breakdown repair or the filling of vacancies caused by an employee's failure to report without notice.

5.06 Both daily and weekly overtime shall not be paid for the same hours and overtime pay shall not be pyramided, but the highest overtime premium applying to the hours worked shall be paid.

5.07 All overtime hours shall be divided as equally as practicable among the employees in the respective departments and who have completed their probationary period and who are capable of performing the work.

In all departments, the overtime equalization list on January 1 will be “zeroed out” and listed in the inverse order to that in effect on December 31.

Any employee who has been requested to work overtime and refuses to work as requested shall have such overtime credited to him for the purposes of this Article.

5.08 When an employee is required to work unscheduled overtime he shall be entitled to a meal in accordance with the following:

- (a) Unscheduled overtime (without 12 or more hours notice) - entitlement to a meal after working one (1) hour of overtime.

An employee shall qualify for another meal after he has worked four (4) more hours of unscheduled overtime and every four (4) successive hours of unscheduled overtime thereafter, provided he continues to work. However, the employee will continue to work until the delivery of the meal, which will be within one (1) hour of his entitlement. The employee will be allowed one half (1/2) hour, for which he shall be paid to eat his meal. Where an employee is either called out or required to work at such a time as to prevent him from enjoying a normal meal in his home, he shall be provided with a hot meal. In the event of a call-out preventing an employee from bringing his normal cut lunch, he shall also be provided with a meal. The value of this meal may not be less than six (\$6.00) dollars for breakfast and not less than ten (\$10.00) dollars for dinner.

ARTICLE 6

Holidays

6.01 Double time (2x) shall be paid for all work performed on the Statutory Holidays appearing below in addition to the straight time pay received by all employees not working. For the purposes of this Article, the Statutory Holiday shall be defined as a twenty-four (24) hour period beginning with:

0001 hours to 2400 hours

6.02 Employees will be paid at the rate of straight time for the following Statutory Holidays when not worked. New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, December 31st, provided that an employee shall not be entitled to be so paid:

- (a) If he does not work on such holidays when he has been required or scheduled to do so, it being understood that the Company will give four (4) days notice if he is requested to work said holiday, except in case of emergency breakdown.
- (b) If he is absent without good cause on the scheduled working day immediately preceding or succeeding such holiday.
- (c) If he shall not have worked within the thirty (30) day period immediately preceding the date of the holiday. It is understood that if an employee who has at least one year's seniority, is laid off, he shall receive, at the time he is laid off, pay for any of the above named holidays that fall within the thirty (30) day period immediately following the date of his lay-off.

6.03 Where a Statutory Holiday falls on a Saturday and/or Sunday, it shall be observed instead on the following Monday and/or Tuesday. In such event, the provision of this Article 6 relating to pay for such holidays shall apply to the Monday and/or Tuesday and not to the Saturday and/or Sunday.

6.04 The Company shall post a notice listing those employees who are to work on the day to be observed as a Statutory Holiday at least four (4) days prior to such holiday. If the Company instructs a listed employee not to work on the holiday less than four (4) days prior to the holiday, then the Company shall pay the affected employee or employees eight (8) hours pay at double time (2x) in addition to the straight time pay being received by all employees not working on that Statutory Holiday.

6.05 (a) It is further understood that when the Statutory Holidays listed above in Article 6.02 occur during the employee's vacation he shall receive payment for such Statutory Holiday in addition to the regular vacation pay plus one extra day off without pay added to his vacation.

(b) Holidays that fall on an employee's regular scheduled workday shall be counted as a day worked for the purpose of computing overtime.

ARTICLE 7
Vacations – Annual

7.01 (a) Subject to the other provisions of this Article all employees will be entitled to an annual vacation with pay as follows:

Vacation pay being the greater of percentage of the
Employees' gross wages (excluding taxable benefits)
earned during the preceding year

OR

Hours of pay at the employees' regular wage rate

Length of Service as of the Employee's
Anniversary Date in a calendar year.

Length of vacation

Less than one year - as per the Employment Standards Act.

After one year	2 weeks	4%	or	80 hours
After three years	3 weeks	6%	or	120 hours
After eight years	4 weeks	8%	or	160 hours
After seventeen years	5 weeks	10%	or	200 hours
After twenty-six years	6 weeks	12%	or	240 hours

- (b)** Vacation pay will be calculated on the basis of an employee's gross wages (excluding taxable benefits) earned during the preceding calendar year.
- (c)** If the percentage of the gross earnings for the calendar year is less than the basic amount provided for in this Article, the difference will be paid to employees on December 31.
- (d)** An employee, after one (1) year's service will be paid vacation pay to December 31 of that calendar year and be eligible for vacation after January 1.

- (e) An employee with more than one (1) year's service must take his vacation entitlement in the calendar year in which his anniversary date occurs.
 - (f) Unused vacation time will not be carried from one calendar year to the next unless approval in writing is obtained from the Department Manager.
 - (g) An employee who becomes disabled and is unable to work will receive his vacation pay for the year in which he becomes disabled in accordance with (a) above but not thereafter.
- 7.02 (a)** In no event shall any employee who is on lay-off, be required to take his vacation during periods of plant shutdown or curtailment of operations.
- (b) An employee may, if he so wishes, take his vacation all at one time, at a time to suit the employee, provided that the Company's operations are not adversely affected.
 - (c) If a shift employee applies for an additional day leave of absence at the time he applies for his vacation, he will be granted this extra day.
- 7.03 (a)** Employees shall apply to the Company for annual vacations not later than the 1st of April and such vacations shall be granted for the periods applied for subject to Article 7.02 (b). When vacation periods conflict, preference shall be given to employees in accordance with their seniority in the Company. The vacation schedule shall be posted on the 1st of May after which time vacations cannot be changed except by mutual agreement. Vacations may be taken collectively at a time agreed to by the Company and the Union. Employees that have unscheduled vacation remaining as of October 1st of each year will be notified of such in writing by the Company. Employees with unscheduled vacation as of November 1st shall be subject to the Company scheduling their remaining unscheduled vacation.

(b) An employee may apply, no later than April 1, for vacation in the first quarter of the following year (January 1 - March 31), and if approved, shall take precedence over any request made after the April 1 deadline of this year. It is also agreed, approved vacations under this arrangement are to be paid from the following year's vacation entitlement.

7.04 Vacation pay shall be paid to the employee on the pay day preceding his vacation but not less than two (2) of his working days prior to the beginning of his vacation.

7.05 Provisions of the Employment Standards Act will apply to all employees leaving the Company's employ after less than one (1) year's service. In case of termination of an employee for any reason after one year's service, the Company shall pay to him, or in the event of his death, to his beneficiary designated under the Company's group life insurance plan, any and all vacation pay due to him.

7.06 It is agreed that the Company has the right of recovery on any prepaid vacations should an employee terminate his employment and that the Union will pay the Company fifty (50) percent of any unrecovered monies suffered by the Company as a result of the prepayment of vacations.

ARTICLE 8

Wages

8.01 (a) Employees covered by this Collective Agreement shall be paid on alternate Fridays.

(b) The wage scale shall be attached hereto, and made a part hereto to be effective May 1, 2007 and shall remain in effect until April 30, 2011 and each year thereafter unless notice is given in accordance with Article 24.

(c) Verified pay errors over \$25.00 that are the result of the Company improperly processing an employee's time are to be corrected and the necessary adjustment paid within two (2) working days.

In the event a pay adjustment is required that is not the result of a Company error, such will be corrected on the employee's next pay following the report and confirmation of the error.

(d) The Company shall furnish a detailed pay statement each pay for each employee, showing the amount of hours and the rate of pay applicable to all hours worked, details of all deductions, and on a monthly basis, details of all taxable benefits, etc.

8.02 (a) If work of a higher classification is required of an employee, he shall receive the higher rate of pay, but if he is temporarily required to do work of a lower paid classification his rate of pay shall not be changed regardless of the length of time involved.

(b) Any employee required to work on two (2) or more jobs having different rates of pay, shall be paid the rate of the highest rated job that day.

8.03 In the event that the content of a job is appreciably changed either by the occurrence of one change or accumulated changes over a period of time, or a new job created during the term of this Agreement, the wage rate for such job shall be negotiated by the Company and the Union.

Should the negotiating committee of the parties not be able to agree on a rate for such new or changed job, the matter shall be referred to arbitration and the Arbitration Board shall have the authority to establish a wage rate for such job.

ARTICLE 9

Premium Rates

9.01 All hours worked by an employee on a Sunday which are not paid for on a higher premium and/or overtime basis, shall be paid at the rate of two (2x) times the employee's regular straight time hourly rate exclusive of shift differential. For the purpose of this Article, Sunday shall be defined as a twenty-four (24) hour period beginning at 0001 hours.

9.02 Shift employees working on afternoon and night shift shall be paid a shift differential premium of four percent (4.0%) of job classification thirteen (13). Where overtime is worked into the afternoon or night shift, the respective shift differential shall be paid for such overtime hours worked. These shift differentials shall be paid to day workers in cases of call-out or when performing a complete shift for which they are paid at premium rates. The premium shall be added to the rate after and not before calculating overtime. Shift differential shall be paid to all shift workers on call-out.

9.03 (a) A minimum of four (4) Bargaining Unit employees will be selected by the Plant Safety Committee to provide plant first aid coverage. Their selection will be made known to the Union and posted on the bulletin boards of the plant. The Plant Safety Committee must make this selection without recourse to the Grievance Procedure.

(b) An employee selected to provide plant first aid coverage will be paid an allowance of one dollar (\$1.00) based upon a valid Level 2 Occupational First Aid certificate. This allowance will be paid in addition to each individual's classified rate. It is agreed to provide for the option of grandfathering Level 3 Occupational First Aid training and certification to those employees who hold a Level 3 Occupational First Aid certificate as of June 16, 2007, for as long as they choose to consecutively renew their certificate.

(c) For those employees selected by the Plant Safety Committee in accordance with Article 9.03 (a), who may be obtaining certification for the first time or renewing an existing certificate, the Company will pay the Occupational First Aid certification training course tuition fee in advance and will pay one hundred percent (100%) of compensation, inclusive of Sunday premium, 1/21 premium, shift differential and first aid premium, if applicable, as if the employee had worked his normally scheduled hours necessarily lost from work due to attendance at an Occupational First Aid certification course

provided that the employee agrees that he will repeat the first aid certification examination in the event that he fails the examination on his first attempt. Should the employee be required to write a first aid certification examination on a regularly scheduled working day, the Company will excuse the employee from attendance on that day and pay the employee for compensation lost, as noted above, that he would otherwise have earned on that day.

It is understood and agreed by the parties that attendance at first aid certification training or at an examination day on a date that otherwise would be a regularly scheduled day off or at time that otherwise would be different from their regular scheduled shift, does not attract overtime/premium time payment nor any other overtime provision.

(d) When covering for first aid, the Company will contact the four (4) recognized first aid members from the Bargaining Unit first, secondly canvass other eligible members of the Bargaining Unit and lastly eligible salaried staff. However, if not all shift crews have a certified employee on shift to provide first aid coverage and the Company has a certified staff employee available then the salaried staff employee will provide the first aid coverage.

9.04 Each employee who completes one year of service through November 30th of each year and who does not absent himself from his regular shift when the plant is in operation, except in cases of disability, authorized leave of absence, or acceptable excuse, shall receive on the first pay day of December of each year a food voucher of twenty-five dollars (\$25.00) value.

9.05 If an employee qualifies for the payment of a specific rate and/or premium established by this Article, only those consecutively worked hours which include the hours when the qualification was earned shall be compensated for at the appropriate special rate and/or premium. The premium specified in Article 9 designed to compensate an employee for a specific or a special circumstance,

shall always be paid in addition to and above any other premium, highest rated job or overtime rate applicable to the consecutive hours worked.

ARTICLE 10

Meetings

10.01 (a) Joint meetings of the Plant Committee with the Plant Manager, or his representative, shall be held as requested, on a reasonable basis. Agenda to be submitted by either or both parties in advance of meeting.

(b) When there are grievances to process, meetings shall be held as soon as possible, after the date of request for same by either Company or the Union. In the event of any conferences mutually agreed upon between any employee who is a member of the Union and the Company that shall occur during working hours, such employee shall be paid his usual rate per hour for the time consumed in any such conference.

10.02 The Union agrees to furnish the Company with a list of its officers and Grievance Committee and keep this list up to date at all times.

10.03 It is understood that any time a member of the Bargaining Unit is interviewed by any Management personnel in any matter in which his rights or privileges under the terms of the Collective Agreement are in question, the Shop Steward for the member's department or shift or at the request of the employee, a Union representative of the employee's choice, shall be present. No remuneration will be paid if the Union representative is off duty.

ARTICLE 11

Union Activities

11.01 The Company agrees that it will not interfere with any legitimate Union activities, or discriminate against employees for

such activities, but these are not to be conducted on the premises of the Company during working hours, except by mutual agreement by the Company and the Union Committee.

11.02 The Company agrees that excepting an emergency endangering life or property, or an emergency seriously affecting output, no overtime will be worked on the night or days scheduled for regular Union meetings, or provided seventy-two (72) hours notice has been given to the Company in writing, on nights or days scheduled for special or extraordinary Union meetings during the times required by members to attend such meetings.

ARTICLE 12

Discharge/Suspension

12.01 The Company reserves the right to discharge or suspend from employment any employee for good and legitimate reasons.

Any disciplinary action placed upon any employee's record shall be removed from the employee's record after a period of two (2) years from the date of the incident. Copies of all disciplinary actions placed upon an employee's record shall be forwarded to the President of the Local Union.

The Company shall notify the employee and the Union of such discharge or suspension in writing within three (3) working days and shall furnish in writing the reason or reasons for such discharge or suspension.

The Union must file a grievance within five (5) working days of receipt of such written notice of discharge or suspension, or the right of appeal is lost. A proper grievance will be taken through the following procedure:

Stage I: The Department Manager (or his representative) shall have three (3) working days to give further consideration to the grievance. Should the Union not be prepared to accept the decision arrived at by

the Department Manager at this time or should the Department Manager fail to give a decision within three (3) days:

Stage II: The grievance shall then be immediately taken up with the Plant Manager (or his representative) and the President (or his representative) of the Union, and a representative of the International Union who shall have five (5) working days in which to settle this grievance. Should the grievance not be settled at this stage:

Stage III: In the event the grievance is not resolved at Stage II it shall be immediately referred to a sole Arbitrator who may:

- (a) Uphold the Company's action; or
- (b) Uphold the Union's appeal and reinstate the Grievor to his former position without loss of wage rate or seniority and with full pay for all time lost; or
- (c) Award such lesser penalty as he may deem fair and proper.

It is agreed and understood that neither party will withhold pertinent and relevant facts from the other party. Any evidence not relied on during the grievance procedure up to and including Stage II must be submitted in writing to the other party or such evidence shall be excluded from any Arbitration or Court of Competent Jurisdiction hearing constituted to deal with any issue arising out of said procedures.

The parties hereto agree not to avail themselves of the provision of Section 87 (1) of the Labour Relations Code in respect of any discharge or suspension under this Article of the Collective Agreement. It is further understood that the Grievor's Health, Welfare and Pension benefits will remain in force pending the Arbitrator's decision.

ARTICLE 13

Grievance Procedure

13.01 The term “grievance”, wherever it appears in the Agreement shall be taken to mean any dispute or difference between the parties concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable. The term “grievance” shall also be taken to embrace a “policy” issue, namely a grievance affecting the rights of either party.

The following general principles express the intent of the parties and shall govern the application of this Article:

- grievances shall be settled promptly and conclusively without stoppage of work.
- grievances may be initiated by either party.
- grievances shall be settled at the lowest possible level, preferably through discussion between the Supervisor and employee or employees concerned.
- the underlying objective in grievance resolution shall be to make the Agreement work and maintain a healthy labour relationship.

PROCEDURE

In the event that a grievance arises the employee concerned shall take the matter to his Supervisor accompanied by his Shop Steward if he wishes it.

STAGE 1: Failing prompt resolution of the matter the employee shall put it in writing to his Supervisor within five (5) working days of the time that he became aware of it. (In instances of approved absence the grievor shall have five (5) days from the date of return to work to present the grievance.)

STAGE 2: Should the written grievance not be satisfactorily resolved within two (2) working days of the Supervisor receiving it,

the matter shall be referred to the Department Manager concerned within three (3) additional working days.

STAGE 3: If the grievance is not resolved by the Department Manager within three (3) working days of his receiving it, it shall be referred to the Grievance Committee which may take up to two (2) weeks to review the matter and determine whether it should be taken further. If the Committee decides to pursue the matter it shall be referred to the Plant Manager or his designate.

STAGE 4: Should the Committee and the Plant Manager fail to resolve the grievance within five (5) working days of referral, it shall be automatically referred within a further ten (10) working days, unless the grievance is withdrawn or settled, to a meeting of the Plant Manager (or his representative) and a representative of the International Union and President of the local Union (or his designated representative) to discuss the grievance.

13.01 (a) A resolution of the grievance at any stage of the foregoing procedure shall be final and binding upon the parties.

STAGE 5: Should the parties fail to settle the grievance within thirty (30) days of the matter being taken to the stage described immediately above, it may be referred to a Board of Arbitration or by mutual agreement of the parties to a Sole Arbitrator. Failing referral within the prescribed time limit it shall be deemed to be settled or abandoned.

Arbitration Boards shall be constituted in the following manner:

(1) A Tripartite Board comprised of a nominee of the Company and a nominee of the Union and a third member, who shall act as Chairman. Such Chairman shall be selected by the two (2) nominees within the five (5) days of the date that the representative of the Company and the representative of the Union have been nominated. Should the representative of the Company and the representative of the Union fail in their efforts to agree on the selection of a Chairman,

the Minister of Labour for British Columbia shall be requested to name a third member who shall act as Chairman of the Board.

The decision of the Arbitration Board shall be final and binding on both parties.

Either the Company or the Union shall have the right to submit more than one (1) but not more than four (4) unsettled grievances to The Arbitration Board, which shall have the right to hear all such grievances at the same hearing; and such grievances need not bear any relation to each other or to any particular provision of the Agreement.

The time limits set out in this Article may be extended or waived by written agreement of the parties.

It is agreed and understood that neither party will withhold pertinent and relevant facts from the other party. Any evidence not relied on during the grievance procedure up to and including Stage 4 must be submitted in writing to the other party or such evidence shall be excluded from any Arbitration or Court of Competent Jurisdiction hearing constituted to deal with any issue arising out of said procedures.

13.02 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, XXXX or a substitute agreed to by the parties, shall at the request of either party:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

13.03 Written recommendations made under Article 13.02 (c) will be binding on the parties unless either party refers the grievance to

arbitration pursuant to Article 13.01 within three (3) weeks of the date the recommendations are made.

ARTICLE 14

Bulletin Boards

14.01 The Company agrees to place bulletin boards for exclusive Union use in conspicuous places for the purpose of posting notices in the interests of the Union, such notices to bear the signature of a properly authorized officer of the Union.

ARTICLE 15

Safety

15.01 (a) There shall be a Joint Safety and Health Committee composed of four (4) members, two (2) appointed by the Company and two (2) appointed by the Union. The Committee shall:

- i)** Meet in accordance with the Workers' Compensation Act requirements, but not less than once a month at a regularly scheduled time and place;
 - ii)** Make personal inspections of the plant at least once each month;
 - iii)** Consider, inspect, investigate, and review accidents and health and safety conditions and practices;
 - iv)** Make recommendations for the correction of unsafe or unhealthy conditions and practices, or for the improvement of existing health and safety conditions and practices;
 - v)** Review and analyze all reports of industrial accidents, illnesses and injuries relative to this Article; and
 - vi)** Reduce to writing all minutes of Committee meetings for the above matters.
- (b)** One Union member of the Committee shall accompany any Federal or Provincial Officer during safety and health inspections or investigations and shall attend any pre-or post-inspection conferences.
- (c)** Union members of the Committee shall be paid at their regular hourly wage rate for time lost attending Committee meetings and for attending to Committee functions outlined in sections (a) and (b). The Company agrees that payment of the Union

members of the Committee shall include applicable overtime or premium rates, in accordance with Articles 5 and 9.

- (d) Employees shall draw safety hazards to the attention of the immediate Supervisor. If an employee believes his Supervisor has instructed him to work under hazardous or unsafe conditions, he shall have the right to refuse to do so. In such cases, the instance shall be reported immediately to the Union member of the Joint Safety Committee or alternate of the Committee who is available to investigate the matter and take it up with the Department Manager. No employee shall be penalized for refusing to work under conditions which he believes to be hazardous or unsafe.
- (e) The Union shall cooperate with the Company to enforce the observance of safety rules and regulations.
- (f) The Union and the Company shall advise each other in writing of their respective members and alternate members appointed to the Committee. The parties agree to keep this information current.

15.02 (a) The Company shall furnish to employees, free of cost, protective equipment as required and as presently supplied, including safety glasses (ground neutral), prescription safety glasses, examination for safety glasses not paid by the Medical Services Plan of British Columbia, gloves, dust masks (with air valve), goggles, rubber boots and heat suits. Safety equipment will be replaced when damage or wear and tear occurs due to the nature of the occupation. Prescription glasses will also be replaced if a new prescription is required.

- (b) In consideration of the employee's safety, the Company agrees to establish an individual employee account concept to be used for the purchase of safety footwear. This concept applies to active employees on the seniority list, with reimbursement for employee safety footwear purchases dependant upon employee presentation of a satisfactory receipt of such purchases.

The employee account shall be credited at one hundred and fifty dollars (\$150) with an account maximum of four hundred and fifty dollars (\$450). Each subsequent year, on the purchase anniversary date or on January 1 if no purchase was made in the preceding calendar year, an additional one hundred and fifty dollars (\$150) will be credited to the account, subject to an account maximum of four hundred fifty dollars (\$450.00)

If an employee account reaches this maximum, and subsequently safety footwear is purchased, the one calendar year anniversary and subsequent anniversaries of such purchase will trigger a one hundred and fifty dollar (\$150) credit to the account, subject to the maximum amount.

- (c) The Company will supply and maintain suitable and safe (WorkSafe BC standards) coveralls for employees (maximum five (5) changes/week).
- (d) The Company shall provide rain gear (rubber pants and jacket) on a one time issue basis at no cost to the employee. The Company shall reimburse employees 50% of the purchase price for subsequent replacement of rain gear. Such replacement shall be limited to one set each twenty-four (24) months of employment.
- (e) An employee whose clothing is ruined while working on an oil system shall be compensated for such damage provided he was wearing coveralls on the job and taking into consideration the age, quality and condition of the article of clothing.

ARTICLE 16

Seniority

16.01 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 when approved by the Union and the Company, will be recognized as the official seniority list under the terms of this Agreement. The Company agrees to post every six (6) months in designated

departments a seniority list of all employees covered by the Collective Agreement and to update this list whenever six (6) or more new employees have been added. Seniority shall be on a Bargaining Unit basis.

16.02 The Company agrees that if it should find it necessary to lay off an employee who has been continuously in its service for over five (5) years such employee shall be given four (4) weeks notice or shall be paid four (4) weeks wages in lieu thereof and that any employee who has been employed continuously for over two (2) years, but not more than five (5) years, shall be given two (2) weeks notice or paid two (2) weeks wages in lieu thereof, and further that any employee other than one on part time, after thirty calendar days service, shall be entitled to one (1) weeks notice or one (1) weeks wages in lieu thereof. In a like manner, any employee other than on part time, after thirty (30) calendar days service, shall be required to give one (1) weeks notice of termination of service to the Company. Provided that the foregoing provisions concerning notice of lay-off or wages in lieu of notice shall not apply if suspension or partial suspension of the plant operations becomes necessary for reasons beyond the control of the Company, such as lack of raw materials, prolonged power failure, damage from fire, damage from earthquake, wind, flood, explosion, etc. until the end of the emergency or disruption of service. It is understood, however, that no notice, or wages in lieu of notice, will be given in case of employees who are discharged for cause.

16.03 When there is a permanent reduction of forces, employees with two or more years seniority shall be laid off in the inverse order of their seniority. In cases of employees with less than two (2) years seniority and in cases of temporary shutdowns or slack periods, seniority shall rule for all unskilled work, but ability, experience and seniority shall be considered for skilled work. When more work is available, the employees shall be re-employed in the inverse order of

their lay-off, and no new man shall be hired until the list of former qualified employees is exhausted. The Company shall notify the Union when more work is available and furnish the Union promptly with a list of employees returned to work.

16.04 (a) The Company will give what indications it can as to what its operating and maintenance program will be. After an employee has been laid off, he shall not lose seniority, wage rate or position if he returns to work within two (2) weeks after the date the Company notifies him to return to work.

(b) Notwithstanding the period of grace defined above, however, the employee must advise the Company as soon as he can as to whether he intends to return to work.

(c) An employee temporarily laid off or absent from work due to illness or injury for more than thirty (30) days is responsible for ensuring the Company has his current contact information for the purpose for being able to notify him of the requirement to return to work. The Company will make available to the employees a standard duplicate form for this purpose.

(d) Preferred contact method for recall will be by email. In cases where an employee does not have email or an email can not be confirmed to have been delivered the Company will notify employees by use of private courier. If the courier has documented two attempts at delivery, the second date of attempted delivery will constitute notice to the employee.

16.05 Seniority shall not be affected by temporary lay-offs, sickness or injury and shutdowns of the departments of the plant. Seniority rights shall end when an employee quits or is discharged.

16.06 (a) An employee whose job is temporarily discontinued for ten (10) days or more and who has the required seniority, may apply in writing for a job in his or any other department and if he can satisfactorily perform the job without a training period he shall replace the regularly classified employee.

(b) An employee may replace a regularly classified employee during a temporary lay-off if he can satisfactorily perform the job without training or after a familiarization period of up to

two (2) days for jobs in classifications 1 through 13 excluding Apprentice, Warehousemen and Front End Loader Operator positions.

- (c) In case an employee's job is permanently discontinued, he may apply in writing for a job in his or any other department, and he shall be considered for the job in accordance with qualifications set forth in Article 17.01. When the employee succeeds in his application he shall be placed in the new job within ten (10) days of the date he is awarded the job unless he is required to train his replacement. An employee must make application for such jobs within ten (10) days from the date of notice that his job will be discontinued or that he will be displaced by another employee.

16.07 During a lay-off period overtime will not be worked to cover extended sickness (over three (3) days), vacations, leaves of absence, or any other scheduled time off including any absence caused by disciplinary action.

If the Company cannot fill a vacancy for an emergency by using the work force not on lay-off, the next senior employee capable of performing the work shall be called and shall be paid under the call-out provisions. Failure to pay under the call-out provisions will constitute recall from lay-off and the provisions of Article 16.02 will be reactivated.

ARTICLE 17

Job Postings

17.01 When there is a vacancy, a new job created, or a "posted spare" position created, those employees who wish the job shall be considered for the job in order of seniority rating, taking into consideration ability. It is understood that in considering applications for lead men, ability and experience shall be given substantially greater weight and in addition the qualities of leadership will be an important consideration. All vacancies and new jobs created shall be immediately posted seven (7) calendar days on the bulletin boards in

order to give any employee an opportunity to make application for such job or jobs. Such application shall be in duplicate, one copy to be sent to the Company, and the other copy to the Union.

It is understood that in case of emergencies, vacancies and new jobs created, they shall be filled by the Company until such time as applications provided for the above shall have been filed and considered, determining by whom such vacancies shall be permanently filled. Job awards shall be made within seven (7) calendar days of closing of bids at which time the job award shall be posted and the Union notified. The successful applicant for a posted job must be put on the job immediately provided the job is in operation, and in any event as soon as the vacancy his transfer creates has been filled through the normal procedure described in this Article.

Any dispute between the Union and the Company over which employee shall fill a vacancy or newly created job, shall be resolved in accordance with the procedure outlined in Article 13. The successful applicant will be given a trial period of up to six (6) weeks commencing with the first shift performed. If the selected applicant proves unsatisfactory during the 6-week trial period, such applicant shall be returned to his former position and all others changed by reason of such promotion shall be returned to their former positions.

17.02 (a) Temporary vacancies resulting from vacations, leaves of absence, sickness, accidents, and such other temporary vacancies as are caused by an employee's transfer to another job as a result of the job bidding procedure, will be filled by "posted spares".

An employee holding a "posted spare" designation may fill any of the above described vacancies for the duration of the vacancy for which he is designated as a spare provided that a capable and trained employee is available as a replacement.

Vacancies for "posted spare" positions will only be filled by posting in accordance with the provisions of Article 17.01.

An employee holding the "posted spare" designation shall hold such for the life of the Agreement or until he bids out into another permanent vacancy.

Should such a temporary vacancy become a permanent one because it becomes known that the regular job holder will not return to his job, such vacancy shall be posted in accordance with Article 17.01. When a temporary vacancy ends with the return of the regular job holder, the "posted spare" shall return to his regular classified job and all other employees affected by his return shall revert to their former positions. If there are no applicants for a "posted spare" position (Warehouseman, Shift Analyst), the position will be assigned to the employee with the lowest seniority in the Labourer classification.

- (b)** If no posted spare is available for any of the vacancies described in subsection (a) above, the Company shall fill such vacancies for a period of up to thirty (30) days with employees to do the job in order of seniority. Such time limits may be extended by mutual agreement for a period not exceeding ninety (90) days. If no request for posting of such vacancies on a temporary basis is received by the Company at the expiration of the thirty (30) day period an extension of up to ninety (90) days shall not require application by the Company.

Any employee filling a temporary vacancy shall be returned to his former position when the regular job holder returns to his job. Experience gained by an employee in filling a temporary vacancy shall not be considered in determining a bidder for a permanent job.

- (c)** Any job not covered by subsections (a) and (b) above which is not expected to last beyond ninety (90) days shall be posted on a temporary basis and may only be filled by the Company for the period of time required by Article 17.01 to fill such jobs.

- (d)** If a job should be discontinued within the ninety (90) day period it is understood the employee will revert to his former position. Should the job continue beyond ninety (90) days, it shall be considered a permanent job and posted as such, and if permanently discontinued an employee may exercise his right

in accordance with Article 16.06 (b). If a temporary vacancy caused by sickness or accident which has been extended by mutual agreement beyond ninety (90) days subsequently becomes a permanent vacancy, the employee who filled the vacancy on a temporary basis shall be returned to his former position.

17.03 Any vacancies in a regular job which has been filled on a temporary basis and which subsequently becomes a permanent vacancy through death, termination, or other cause connected with the regular job holder, shall be posted and filled in accordance with the provisions of this Article dealing with filling of regular job vacancies.

17.04 If any employee in the Bargaining Unit desires to transfer from one to another Company operation within the same Bargaining Unit, he shall notify the Company and the Union and he shall be considered to fill the vacancies and newly created jobs in the other operation in accordance with his seniority and ability.

17.05 Whenever a job classified in the wage scale, other than those listed below, has been filled for a total of thirty (30) man days during a contract year by either one or more employees, such job shall be posted immediately as a vacancy. When the Company requires overtime to fill such jobs, only the days worked on an overtime basis by an employee supplementing the normal departmental or crew complement on their regular shift shall be counted in determining the man days worked.

It is agreed that the following jobs are specifically exempted from the provisions of this Article:

Pipefitter/Plumber

Carpenter/Painter

Bricksetter

Truck Driver (Tandem)

Mobile Sweeper (small)

Labourer employed on an intermittent basis for not more than sixty (60) days at a time

Mobile Sweeper (large)
Small Mobile Vacuum
Forklift Operator (6000 lb. or less)
Blaster

It is also agreed that first choice in the filling of the above intermittent jobs shall be given to employees with the ability to do the job, in the order of their seniority.

ARTICLE 18

Leaves

18.01 Any employee elected or appointed to a full time position with the Cement, Lime, Gypsum and Allied Workers Division, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, District Council or Local Union, or the A.F.L.-C.I.O.-C.F.L. or any subordinate bodies shall be granted an indefinite leave of absence, provided thirty (30) days notice is given to the Company prior to the beginning of such leave. During such leave seniority shall accumulate, insurance benefits shall be suspended after thirty (30) days of such leave, and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day of returning to work. Such employee will be reinstated on his former job, provided he is capable and his job is still in existence; if not, he shall be eligible to apply for any job within the Bargaining Unit by means of the existing bidding procedure.

18.02 Any employee shall be granted leave of absence, without loss of seniority, wage rate or position and without pay, to attend conventions or any other duties which his Union may request of him for a period not to exceed six (6) weeks, provided reasonable notice is given to the Company and that such leave of absence shall not be requested in such numbers as to interfere substantially with the efficient operation of the plant.

18.03 A leave of absence for compassionate reasons will be granted employees for up to ninety (90) days with a renewal for extenuating reasons of up to an additional one hundred and twenty (120) days, provided that he makes application for such leave and the renewal of such leave in writing to the Company and the Union, and that both the Company and the Union give written approval for such leave of absence. An employee receiving written approval from both the Company and the Union for a leave of absence and returning to work within the specified time limit, shall not lose his seniority or pension rights on such account.

18.04 Special leaves of absence for both education and military service reasons will be granted in accordance with Article 18.03.

18.05 Employees promoted to supervisory positions outside the Bargaining Unit shall thereafter retain their seniority standing for a period of three (3) months from date of promotion, and if such employees are subsequently returned into the bargaining unit they will revert to Class No. 2 of Appendix 'A'. The time spent in the supervisory position shall be added to such standing, provided that the employee has continued at all time to pay his monthly dues in accordance with the Constitution and By-Laws of the Union and provided further that such employee has not filled a supervisory position for more than three (3) months.

18.06 An employee who is called for Jury service and/or subpoenaed witness duties shall be excused from work for any day on which he reports for Jury service and/or subpoenaed witness duties, and shall receive for each day on which he otherwise would have worked the difference between eight times (8x) his regular hourly wage rate and the payment he receives for Jury service and/or subpoenaed witness duties. An employee working a fixed or a rotating shift will not be required to report for work on the day or days he is called for Jury service and/or subpoenaed witness duties. Days paid for such Jury service and/or subpoenaed witness duties shall be counted as eight

(8) hours straight time worked for the purpose of computing weekly overtime.

18.07 Should an employee's Mother, Father, Spouse, Child, Step-Child, Sister, Brother, Mother-in-law or Father-in-law die, up to three (3) days leave of absence at full pay will be granted upon application, plus an additional two (2) days at half-pay if the employee must leave the area beyond a radius of 800 kilometers. Should an employee's half-brother, half-sister, foster parents, step-parents, grandchildren, grandparents or spouse's grandparents die, the same payment of wages for days lost as outlined above will be made if the employee attends the funeral or takes an active part in the settling of the estate.

18.08. The Company shall grant written requests for one (1) day leaves of absence without pay to employees in consideration for any one (1) statutory holiday, to a maximum of twelve (12) in a calendar year for shift workers and a maximum of six (6) in a calendar year for day workers. These leaves are to be arranged at a time suitable to the employee and the Company.

ARTICLE 19

Job Security

19.01 (a) Whenever the installation of mechanical equipment, change in production methods, the installation of new or larger equipment, the combining of jobs or the elimination of jobs, will have an effect on the job status of one or more employees, the employer will give the Union reasonable advance notice of same and upon request by the Union, will promptly meet with the Union to review and explore the effects of such installation or installations or change or changes upon the working force.

(b) Employees will not be terminated by the Employer as the result of mechanization, automation, change in production

- methods, the installations of new or larger equipment, the combining of jobs or the elimination of jobs.
- (c) Whenever an employee is no longer needed on his regular job as a result of circumstances described in Article 19.01 (a) above, such employee may apply for any job or jobs within the Bargaining Unit on which an incumbent has less seniority, and for which he should reasonably be expected to qualify within a ninety (90) day on-the-job training period unless the employee applying for such job is disqualified due to physical reasons. The rate of pay for such employee shall not be less than ninety-five (95) percent of the rate for the regular job from which he was displaced irrespective of the rate of the job which he applies for and obtains. The ninety-five (95) percent of rate protection shall apply for a minimum period of one (1) year, or a period equal to one-third (1/3) of an employee's seniority up to a maximum of five (5) years. Notwithstanding the foregoing, if the affected employee is tendered training for a job for which he could reasonably be expected to qualify within a ninety (90) day on-the-job training period and refuses, he will not be entitled to any rate protection unless he has a bona fide reason for refusing. If the affected employee subsequently bids on and is awarded a different job, he will no longer receive the rate protection.
 - (d) Employees affected by the application of the foregoing procedure shall have and may exercise the same rights for retention and on-the-job training in accordance with their seniority status and the ninety-five (95) percent rate guarantee shall also be applicable to them.
 - (e) Employees who do not apply for and/or obtain a job in accordance with the provisions of Article 19.01 (c), including employees displaced from their jobs but whose seniority status does not permit them to utilize job retention rights under the provisions of Article 19.01 (c) or (d), will be placed on a lay-off status with recall rights in line with their seniority status for job vacancies which may thereafter occur.

- (f) The provisions of Article 19.01 (c) do not apply to displacement or lay-off resulting from production curtailment, except that employees laid off and not recalled when production is resumed following curtailment will be entitled to the same rights as employees affected by Article 19.01 (c).
- (g) Should the employer permanently close and abandon the present facilities affording employment to the employees comprising the Bargaining Unit and replace such facilities with a new operation in the regular shipping area of the original plant location, affected Bargaining Unit employees may individually select one of the following courses as a result of their involuntary displacement.
 - 1. Transfer to another operation of the employer in accordance with the provisions of Article 19.01 (h) and (i);
 - 2. Accept a lay-off;
 - 3. Accept termination benefits and/or retirement under the pension plan.
- (h) In the event the employer constructs a new plant that will affect the employment status of employees in the employer's plant or plants comprising this Bargaining Unit, such employee shall be given an opportunity to make application for employment in the new plant before it starts operations, and such employees shall be given preferential employment rights for the highest rated job the employee is capable of performing. Such employee shall transfer with him all of his previously accumulated pension, insurance and vacation credits. His seniority rights at the former plant shall terminate upon his establishment of seniority rights in the new plant.

- (i) When an employee has been laid off or displaced because of permanent changes in the working force, he may make written application within fifteen (15) days of lay-off or displacement for employment in another plant of the employer and he shall be given preference for job openings at such other plant provided such employee is capable of performing the job that may be available at such other plant of the employer. An employee so transferring from one plant to another of the employer shall retain his previously accumulated pension, insurance, and vacation credits. His seniority rights at the former plant shall terminate upon his establishment of seniority rights in the plant to which he was transferred. An employee making application under this Article shall report once each month to the Company and the Union in writing in order to retain his seniority.

ARTICLE 20

Benefit Plan

20.01 The Company will pay the full cost of Health and Welfare coverage. The above arrangement will govern sickness, disability or lay-off other than termination not exceeding six (6) months. Employees must have six (6) months service to qualify under this Plan at lay-off.

20.02 Upon the execution of the revised Great West Life Insurance Policy, the Company will provide the Union with a copy of the Policy. It is understood and agreed that the benefits provided thereunder shall not be decreased during the life of this Agreement.

- a) Group Life Insurance - \$70,000
- b) Accidental Death and Dismemberment Insurance - \$70,000
- c) Medical Services Plan of British Columbia.
- d) Extended Health Benefit - with no deductible and to include prescription drugs by means of an electronic prescription drug card.

The Company will make an arrangement with a number of preferred providers (i.e. Safeway) regarding prescription drugs. If an employee purchases prescription drugs from another provider outside the listing of preferred providers, the dispensing fee will be limited to that negotiated with the preferred providers.

All drugs that require a written prescription by either a physician or dentist will be covered at one hundred percent (100%) of the reasonable and customary charge for such drug, including the dispensing fee. Any drug that does not require the written prescription of either a physician or dentist will not be covered by the plan.

In recognition that it may not be possible to use the prescription drug card for travel clinic vaccinations, an employee or dependent will be required to directly pay for such services. Subsequently the employee will be required to follow a paper claim submission process to the carrier consisting of the invoice documentation of service showing name of covered person, specific vaccination (for example hepatitis A), drug identification number (DIN) and cost of service. Such invoice may show the vaccine cost as well as service fee for injection. The Vaccine cost is an eligible expense, subject to Prescription Drug Plan limitations. The service fee for injection is not an eligible expense.

e) Dentalcare - to provide for the following benefits:

Annual deductible - nil

Routine dentalcare - 100% of eligible expenses

Major dentalcare - 80% of eligible expenses

Orthodontia - 60% of eligible expenses

Annual maximum benefit to be paid for:

Routine and Major expenses - per calendar year per person
\$1,900

effective January 01, 2008 - \$1,950

effective January 01, 2009 - \$2,000

effective January 01, 2010 - \$2,050

effective January 01, 2011 - \$2,100

Orthodontia - lifetime per dependant child to and inclusive of
age eighteen (18) \$3,100

effective January 01, 2008 - \$3,200

effective January 01, 2009 - \$3,300

effective January 01, 2010 - \$3,400

effective January 01, 2011 - \$3,500

Orthodontic coverage to become effective on the latter of twelve (12) months of employment or the date on which benefit coverage has been in place for twelve (12) months.

f) Weekly Indemnity

The Company will provide Weekly Indemnity benefits of sixty (60) percent of an employee's straight time regular pay, calculated at

regular classified hourly rate times the average scheduled hours of work per week, (for a shift worker, the benefit is based on an average of forty four (44) hours per week for those employees working the average forty two (42) hour schedule), to a maximum of fifteen (15) weeks. Benefits paid will be taxable income to the employee. In as much as the payment of benefits for coverage as appended to this Agreement commence on the fourth day of disability due to bodily injury not sustained by accidental means or non-occupational illness, the Company will pay the first three (3) days of an established claim on the basis of one-seventh (1/7) per day of the employee's weekly rate.

The Company agrees to pay an employee his first weekly indemnity claim payment should his claim payment be more than three (3) days late following a regular pay day that he would have missed due to not having worked in that pay period. It is understood that the claim payment cheque from the Carrier will be signed over to the Company when received.

g) Long Term Disability Plan

The Company will provide Long Term Disability benefits of \$3,100 per month effective January 01, 2007 increasing to \$3,200 per month effective June 17, 2007, increasing to \$3,300 per month effective May 01, 2008, increasing to \$3,400 per month effective May 01, 2009 and increasing to \$3,500 per month effective May 01, 2010, pro-rated to WorkSafe BC benefits. The definition of disability is the employee's inability to perform the duties of his own occupation for the first twenty-four (24) months and thereafter his inability to perform the duties of any occupation for which he is qualified by education, training or experience. Benefits commence after an employee has been totally and continuously disabled for fifteen (15) weeks.

Long Term Disability administration and application will be determined solely by the Insurance Company contract.

h) Paid Sick Leave

The Company agrees to provide sick leave benefits to the extent of three (3) days sick leave at the employee's regular straight time rate during each calendar year. Any days not used in the calendar year will be paid out in the first pay of the immediately following January, however the third sick day earned in a calendar year will be carried over automatically into the first four (4) months of the following year unless payout is requested in writing by December 31. No sick leave pay shall be paid for days otherwise paid through the provisions of Article 20.02 (f), WorkSafe BC, E.I., or during lay-off. Employees will receive one day sick leave for each four (4) months of service. Time spent in excess of one month under the weekly indemnity plan shall not count as service for the purpose of calculating sick leave entitlement.

i) Visioncare

The Company will provide visioncare benefits for prescription lenses, frames and/or contact lenses of four hundred dollars (\$400) every twenty-four (24) consecutive months for each eligible employee and spouse and every twelve (12) consecutive months for each dependant child less than nineteen (19) years of age on the date the expense is incurred.

Visioncare maximum benefits are revised as follows:

- Effective January 01, 2008 – four hundred and fifty dollars (\$450)
- Effective January 01, 2009 – five hundred dollars (\$500)
- Effective January 01, 2010 – five hundred and fifty (\$550)
- Effective January 01, 2011 – six hundred dollars (\$600)

The Company will provide for laser eye surgery coverage, subject to visioncare maximum. The Company will provide for the addition of

soft lenses implants for cataract surgery coverage, subject to a lifetime maximum of three hundred and fifty (\$350) per eye.

Effective January 01, 2008, the Company will provide for the addition of an eye examination benefit, as follows:

Eye examinations, including refraction, to a maximum of seventy five dollars (\$75) once every year for dependent children under the age of nineteen (19) and once every two years for all others if:

- a) Performed by a licensed ophthalmologist or optometrist; and
- b) coverage is not available under the person's provincial government plan.

Effective January 01, 2010, the expense limit is increased to eighty five dollars (\$85).

j) Medical Form Fees

The Company shall reimburse up to one hundred and fifty dollars (\$150) annually for weekly indemnity and long term disability claim forms as well as Company required medical forms, payable upon presentation of receipt to the Company.

k) Any regulatory medical exam and form costs will be reimbursed by the Company upon presentation of a receipt.

l) Any liability resulting from increased premium costs of the Plans specified shall be absorbed by Lehigh Cement a division of Lehigh Hanson Materials Limited. Any benefits resulting from reduced premium costs of the Plans specified shall accrue to Lehigh Cement a division of Lehigh Hanson Materials Limited.

m) Except for the Medical Services Plan of British Columbia, employees will be eligible for the benefits described in Article 20.02 upon completion of their probationary period. Enrollment in the Medical Services Plan of British Columbia will be on the first day of the complete month of employment or in accordance with the provisions of the said Plan.

20.03 Pension Plan. Entry into the Cement Workers Trusteed Pension Plan shall be in accordance with the terms and conditions of the Pension Agreement. The Company's obligation under the provisions of the Cement Workers Trusteed Pension Plan shall be to electronically contribute to the Plan as set forth below:

The Parties agree that effective January 1, 2011, the Company provided an additional one quarter of one percent (.25%) contribution to the Cement Workers Trusteed Pension Plan, thereby increasing the contribution rate to ten and three quarters percent (10.75%). The Company contribution rate effective January 01, 2012 is eleven percent (11%). Company contribution rates shall increase effective January 01, 2013 to eleven and one quarter percent (11.25%).

The definition of compensation is as defined in the Plan text January 1, 1989.

The parties agree that the obligations of the parties with respect to the Cement Workers Trusteed Pension Plan shall be set out in the Pension Plan Agreement between the Company and the Union Locals D505, D367, D359, and D277 dated December 16, 1994, and that neither party will propose any amendments to that Plan or make any other proposals related to the retirement income or pensions with respect to any period prior to the expiry of the Cement Workers Trusteed Pension Plan Agreement on December 31, 2000.

20.04 Union Benefit Account.

The Company will electronically contribute fifty (\$.50) cents per hour worked effective May 1, 2011, seventy (\$.70) cents per hour worked effective May 1, 2012 and ninety (\$.90) cents per hour worked effective May 1, 2013 by an employee who has completed his probationary period, to the Union Benefit Account established by the Union.

The Parties understand and acknowledge that the Company has no responsibility or accountability with respect to the administration, application nor operation of the Union Benefit Account nor shall it

have any current or future responsibility or liability with respect to any plans or programs instituted or administered by the Union directly or indirectly, save and except for providing contributions in accordance with the above paragraph.

ARTICLE 21

Working Conditions

21.01 The Company will, during the contract term, provide proper lunchrooms, washrooms, and lockers, as required under the Factories Act.

21.02 All tradesmen who supply their own hand tools will furnish the Company with an up-to-date inventory of their tools, (including brand), verified by the Company; the Company will replace destroyed, lost or stolen tools within thirty (30) days of the time a claim has been established. It is further agreed that the Company will replace tools that are broken or worn out through fair wear and tear.

21.03 Every employee shall, through the Company's time entry system, maintain his work time in accordance with the Company's HRIS payroll module and enterprise-wide reporting system (which includes modules to record cost accounting and labour distribution, maintenance, stores inventory, and inventory control) requirements. It is agreed that six (6) minute time increments will be used to compute an employee's pay to the nearest increment.

21.04 Work sheets and other required Company forms will be completed by an employee during his work shift.

21.05 (a) Each employee shall be given a ten (10) minute rest break with pay in each half of his shift. Such break shall be given where possible at the midway point in each half shift.

(b) (i) Each employee, except those employees working in classifications listed in Article 4.01 (d) shall be given a fifteen (15) minute wash up prior to the end of his work shift for that day. Such wash up period to commence when an employee leaves his work assignment. Skilled trades

employees shall be given an additional five (5) minute allowance for purposes of cleaning and storing tools and equipment and completing their work sheets.

- (ii) When an employee is required to work into his wash up period on the same job he was on immediately prior to the wash up time he shall be paid a premium of one-half (1/2) hour at his regular straight time rate.
- (c) Employees who work in heat will be given a cool-off period as per the WorkSafe BC Regulations or as agreed to by the Safety Committee.

ARTICLE 22

Apprenticeship

22.01 The Apprenticeship Program shall be that program as provided by the current laws of the Province of British Columbia. The trades included in this program are Millwrights, Industrial Electricians and Industrial Instrumentation Mechanics. The Company will determine the need within each maintenance trade and determine when apprenticeship opportunities will be offered. Apprenticeship vacancies will be posted and the Apprenticeship Selection Committee will select candidates. Qualification requirements for the selection of apprentices, course content of the training programs, evaluation of apprentice performance and matters related thereto as regulated by government regulation shall not be subject to the Grievance Procedure. Workplace discipline and performance issues will be subject to the Grievance Procedure.

22.02 The Apprenticeship Selection Committee will be comprised of two representatives for the Union and two representatives for the Company with a mandate to select the best candidate for apprenticeship vacancies.

- a) The selection process will be such that both the Union and Company Committee members must agree to the selection of the successful candidate. The selection decision must be unanimous and any one member can veto the selection. The deliberations of the Committee will be confidential and only the decision of the Committee will be announced.
- b) Both the Union and the Company agree to accept the candidate selection decision made by the Committee. Decisions made by the Apprenticeship Selection committee shall not be subject to the Grievance Procedure.

22.03 The Apprenticeship Selection Committee will evaluate candidates based on the objective evaluation of the following criteria:

- a) Work experience.
- b) Academic qualifications.
- c) Work record at Lehigh Cement a division of Lehigh Hanson Materials Limited.
- d) Safety Record.
- e) Aptitude for the trade under consideration, which will be confirmed with written testing consistent with apprenticeship entry requirements and training.

Physical Ability that may be verified by testing for the trade under consideration.

Personal interview with Apprenticeship Selection Committee members.

In addition, and at the discretion of the Committee, seniority may be added as a criterion.

22.04 Vacancies for apprenticeship positions will be posted for a period of seven (7) calendar days. A list of applicants will be sent to the Apprenticeship Selection Committee, Union and Company. The provisions of Article 17.01 of the Collective Agreement will apply for apprenticeship postings with the following exceptions:

- a) the selection of the successful applicant will be governed by the terms of this Letter of Understanding rather than by Article 17.01

- b) there will be no requirement that the apprentice job award be made within 7 calendar days of the closing of bids, and
- c) selection of an employee to fill an apprenticeship posting will not be subject to the Grievance Procedure outlined in Article 13.

The parties will discuss the time frame for the award of apprentice postings recognizing that the selection process is contingent upon scheduling meetings of the Committee members.

The Committee may decide not to select any of the candidates. In that event, the Company has the right to repost the apprenticeship vacancy at such time as decided by the Company.

22.05 In the event of a reduction of work force and recall after lay-off, the appropriate provisions of the current Collective Agreement will determine the status of employees under the apprenticeship program.

22.06 The decision to call-out an apprentice is at the discretion of the Company.

22.07 Apprentices will not be entitled to overtime per the Letter of Understanding re. Contracting Out. The Company can and may ask an apprentice to work overtime as required.

22.08 Rates of Pay

While an apprentice is in attendance at a government apprentice school, the Company shall pay the apprentice his regular rate of pay minus all allowances (including Employment Insurance benefits). Travel allowances paid by the government will not be subtracted from the regular rate of pay.

Training fees, if any, that are directly required for participation in the current Provincial Apprenticeship program will be reimbursed by the Company.

If an apprentice fails to pass a school term and is permitted to repeat the same, the Company shall not be obligated to pay or reimburse the apprentice as provided above.

Should an apprentice fail a second time, he will be required to appear before the Apprenticeship Selection Committee who will decide whether the apprentice will be allowed to continue in the Apprenticeship program. This decision will be made following the procedures of Articles 22.02 a) & b) above. If the apprentice is disqualified from participation in the program he will revert to the Labourer classification.

Should an apprentice fail a third time, he will be disqualified from participation in the program and will revert to the Labourer classification.

An apprentice will not progress to the next pay level until all examinations and on-the job training experience for the current term are completed.

The pay rate for a registered apprentice will be in accordance with Appendix A.

22.09 Apprentices are not allowed to bid out of their classification during the term of their apprenticeship and subsequent to their completion of their apprenticeship, may not bid out of their respective tradesmen position for an equivalent period of their apprenticeship, unless otherwise agreed by the Company.

ARTICLE 23

Conclusion

23.01 The parties hereto agree that the provisions of this Agreement shall be applied to all employees without regard to race, colour, sex, age, religious creed or national origin.

23.02 Both parties agree to abide by this Agreement and all mutual understandings, it being their purpose to settle all differences without disturbance to industrial peace. Consequently, there shall be no slowdown or strike authorized or sanctioned by the Union nor lock-out by the Company, providing the terms of this Agreement are adhered to.

23.03 In all cases pertaining to the interpretation of any part of the Agreement or disputes or any matter not specifically covered by this Agreement, such differences or disputes shall be settled in accordance with the procedure outlined in Article 13 of this Agreement.

ARTICLE 24

Agreement

24.01 This Agreement shall be for the period from and including May 1, 2011, to and including April 30, 2014, and from year to year thereafter subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of expiry of this Agreement (April 30, 2014) or immediately preceding the last day of April in any year thereafter by written notice, to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted) or alter any other term or condition of employment until:

- 1) The Union shall give notice to strike (or until the Union goes on strike), or
- 2) The employer shall give notice of lockout (or the employer shall lock out its employees), or
- 3) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

The operation of Section 50(1) of the Labour Relations Code is hereby excluded.

Both parties will make every attempt to reach and sign a new Agreement before the expiry date of this Collective Agreement. This

Agreement replaces all previous agreements and letters of agreement which will now become null and void.

24.02 Each new wage agreement shall be retroactive to the expiration date of the then existing Agreement.

24.03 Any additions or alterations during the life of this Agreement shall be a matter of negotiation, mutual agreement and shall have to receive Union approval before becoming effective and shall be in the form of an appendix to this Agreement.

ARTICLE 25
Successor Clause

25.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event of the sale or lease of the Company or in the event the Company is taken over by sale, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The employer shall give notice of the existence of this Agreement to any purchaser, lessee, assignee, etc. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

Signed on behalf of the parties hereto by their fully authorized representatives.

Agreed this 5th day of July 2011.

**LEHIGH CEMENT a division of Lehigh Hanson Materials
Limited**

R. Reinhold
C. Knoch
T. Bestland
B. Jakubec

**CEMENT, LIME, GYPSUM AND ALLIED WORKERS
DIVISION INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS.**

LOCAL D-277

R. Morehouse
D. Tickner
R. Metz
G. Hajdu
K. Joyce

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS**

K. Forsyth

	Small Mobile Sweeper			
	Small Mobile Vacuum			
6.		34.94	36.04	37.14
7		35.17	36.27	37.37
8.	Mobile Sweeper (Large)	35.35	36.45	37.55
	Forklift Operator			
	6000 lbs. or less			
	Front End Loader			
	less than 2 yds.			
9.	2nd Year Apprentice	35.59	36.69	37.79
10.	Warehouseman	36.21	37.31	38.41
	Forklift Operator			
	over 6000 lbs.	35.81	36.91	38.01
11.		36.03	37.13	38.23
12.		36.26	37.36	38.46
13.	Shipping Attendant	36.44	37.54	38.64
	3rd Year Apprentice			
14.	Shift Shipping Attendant	36.68	37.78	38.88
15.	Blaster	36.89	37.99	39.09
16.	Front End Loader			
	over 3.5 yds.	37.11	38.21	39.31
17.	Plant Attendant	37.35	38.45	39.55
	Shift Analyst			
	4th Year Apprentice			
	Brick Setter			
18.	Day Analyst	37.53	38.63	39.73
19.		37.77	38.87	39.97
20.		38.00	39.10	40.20
21.	Shift Relief Operator	39.30	40.40	41.50
22.	Central Control Operator	40.21	41.31	42.41
23.	Lead Hand – Production	40.40	41.50	42.60
24.	Millwright	40.70	41.80	42.90
	Shift Millwright (4)			
	Heavy Duty Mechanic			

Electrician			
Shift Electrician (4)			
Instrument Mechanic			
Carpenter/Painter			
Pipefitter/Plumber			
25. Lead Hand Maintenance	40.90	43.00	44.10

NOTES

It is agreed that Electricians may work on instruments whenever required to do so and that Instrument Mechanics may perform electrical work.

TRAINING WITH REGULAR OPERATOR WORKING DAYS

Front End Loader (over 3.5 yds.)	120 working hours
Plant Attendant	240 working hours per section
	720 working hours in total

Central Control Room Operator

- former Plant Attendant	720 working hours
- inexperienced	960 working hours
Shift Analyst	320 working hours
Analyst Chemist	960 working hours
Shipping Attendant	200 working hours
Shift Shipping Attendant	200 working hours

QUALIFICATIONS FOR SHIFT ANALYST

Applicant must have passed Grade ten mathematics and chemistry or a Company test proving equivalent knowledge of mathematics and chemistry.

LETTER OF UNDERSTANDING

re

CONTRACTING OUT

The Company agrees with the principle, as set forth in Articles 1.03 and 1.04 of the Collective Agreement, of protecting the job security of Delta Plant employees by minimizing contracting out of production and maintenance work. The parties further agree to the following:

(1) Except in emergency situations, the Company shall give written notice to the Union of its intention to contract out maintenance or production work. This notice will be given to a member of the Plant Committee and if no members are available to a Shop Steward, at least one (1) calendar week prior to the date on which the contractor is scheduled to commence the work. If, upon receipt of the written notice, the Union advises the Company it wishes to discuss the contracting out, the Company shall arrange a meeting for this purpose. The parties agree to the formalization of a Contracting-Out Committee with the intent of such Committee being to enhance communications regarding contacting-out issues. The Committee will post an up-dated "regular" contractors list, with the intent that such posting shall serve as written notice of contracting-out for the named "regular" contractors.

(2) When the Company contracts out work pursuant to Article 1.03 or 1.04 of the Collective Agreement, plant management shall offer the affected employees the opportunity to work; (a) a twelve (12) hour shift if a contractor's crew is on site or (b) if a contractor's crew is on site around the clock, affected employees will be offered the opportunity to work around the clock on twelve (12) hour shifts.

(3) Should the Company contract out kiln bricking work, an equal number of employees, from the Production Department including Yard Crew, to those employed on site by the contractor will be

offered the opportunity to work overtime on the same basis as outlined in (2) and subject to the Overtime Equalization provision of the Collective Agreement.

(4) Should the Company contract out castable/plastic or gunite refractory repair work, an equal number of employees from the Production Department, including Yard Crew, to those employed on site by the contractor, exclusive of the “gunite mixer” and “gunite sprayer”, will be offered contracting out overtime.

(5) The above provisions (2) and (3) shall not apply when the necessary skills and/or equipment are not available, or in the event that the affected employees have refused the opportunity to do the work in question.

**STATEMENT OF INTENT RE
LETTER OF UNDERSTANDING RE
CONTRACTING**

The Union recognizes the right of the Company to contract out entire projects with no requirement to “piece-meal” the work. It is further understood that if any of the contracted work could be performed by bargaining unit employees, the Letter of Understanding re Contracting Out shall apply.

Should a dispute arise regarding the ability to perform any of the work in question, past practice shall apply.

**LETTER OF UNDERSTANDING
re
DAILY WORK ASSIGNMENTS
SHIPPING DEPARTMENT, YARD CREW
AND PLANT ATTENDANT**

The regular daily assignment of work to employees in the Shipping Department, Yard Crew, and Plant Attendant classification will be made on a preferential basis in order of seniority. However, assignments will ensure that employees affected by such preferential

job assignment will remain current and fully capable of performing all aspects of their classified jobs.

It is further agreed that having exercised his preference on any given day, the senior employee will remain in that job until it is finished or his shift ends.

LETTER OF UNDERSTANDING

re

SHIPPING DEPARTMENT

The Company and the Union agree that should market conditions require the need for seven (7) days per week coverage, 0700 hours to 2300 hours, the Company and the Union will discuss the need and the Union will not unreasonably withhold its consent.

LETTER OF UNDERSTANDING

re

VACATION QUALIFICATION - Article 7.01

Employees hired after January 29, 1991 will be required to work a minimum of 800 hours in a calendar year for three (3) years (not necessarily consecutive) before he qualifies for full vacation entitlement and pay under Article 7.01 (a).

An employee who has less than one (1) year of service with the Company shall be paid pursuant to the Employment Standards Act. An employee with more than one (1) year of service who has not worked 800 hours a year for three (3) years as above, shall be entitled to a prorated vacation entitlement and pay. In such case, vacation entitlement will be prorated by dividing the number of hours worked by 2080 and applying that result against the appropriate number of weeks his service entitles him to. Vacation pay will be determined by multiplying the appropriate percentage of the employees gross wages (excluding taxable benefits) specified in 7.01 (a) by his earnings in the preceding year.

LETTER OF UNDERSTANDING

re

PAID PERSONAL DAYS

The Company agrees to allow each active on-roll employee with seniority to take three (3) personal days off within the calendar year. To minimize disruption to the operation and the cost of providing replacement coverage, if necessary, an employee will pre-arrange and obtain authorization from his immediate supervisor to take a personal day. A paid personal day is to be used by an employee to attend a dental, medical, or legal appointment, or to deal with other personal or family matters that require his absence from work. Payment for a paid personal day off will be eight (8), or nine (9), or twelve (12) hours pay dependent upon the employee's normal schedule, at the employee's regular straight time pay. An employee who does not use a personal day off within the calendar year shall be paid for the day or days at eight (8), nine (9), or twelve (12) hours pay dependent upon the employee's normal schedule at straight time rate in effect on December 31 of that year.

LETTER OF UNDERSTANDING

re

"POSTED SPARE"

The following conditions apply to the "POSTED SPARE" designation:

- (1) An employee may hold only one (1) Posted Spare designation at any given time except by mutual agreement.
- (2) An employee cannot hold a Posted Spare designation at or below his job classification except by mutual agreement.
- (3) An employee cannot hold a Posted Spare designation for his permanent job classification.

LETTER OF UNDERSTANDING

re

NOTICE ON CALL-OUT

The Union agrees that the time limits under Article 5.02 are activated on first request by the Company when asking an employee to report to work outside his standard hours.

LETTER OF UNDERSTANDING

re

ARTICLE 5, OVERTIME AND APPLICATION OF REST PERIOD CLAUSE

(1) The parties agree that when a day worker is assigned to shift work, not replacing a shift worker, he is entitled to double time (2x) for the hours worked pursuant to Article 4.06 and Article 5.06 (b).

(2) Should the shift work assignments continue more than one day the second and successive shifts will not attract payment under the rest period clause 5.04 (a) and (b) as per the "LaFarge Canada Ltd., Pacific Region, between the United Cement, Lime, Gypsum & Allied Workers' International Union, Local Union 385" arbitration award dated July 3, 1971 (Chairman, R.G. Clements).

(3) Except for the above, an employee will be entitled to the rest period as per Article 5, 5.04 (a) and (b).

(4) However, if the employee works into his regularly scheduled shift without a ten (10) hour rest break the premium will continue to be paid.

LETTER OF UNDERSTANDING

re

COMPUTING OVERTIME PAY DURING TRANSITIONAL PERIODS

In the course of our discussions leading to the current Collective Agreement, the Union questioned the Company's method of computing pay for an employee who works more than five (5)

consecutive days as a result of being reassigned from one shift to another or from shift to a “day worker” position.

The Company and Union agreed that for “transitional” periods only (the work week in which a production curtailment begins and the first work week thereafter and/or the work week during a normal operating period, in which an employee is transferred from one shift to another or from shift to a “day worker” position) the following shall apply:

Notwithstanding the provisions of Article 5.01, an employee will be paid at the appropriate over-time rate for the sixth (6th), seventh (7th), and eighth (8th) consecutive day worked (which days would otherwise have been his first (1st), second (2nd) and/or third (3rd) regularly assigned days off) during a “Transitional” period as a result of being reassigned from shift to day work and/or day work to shift work or from one shift to another.

LETTER OF UNDERSTANDING

re

LAY-OFF MANNING

Subsequent to the Company announcing a lay-off, a subcommittee comprised of two (2) representatives from the Union and two (2) representatives from the Company will review and discuss the manning assignment list prepared by the Company.

The subcommittee’s objective will be to facilitate lay-off manpower planning and to review problems experienced by an employee if he cannot achieve the required level of job proficiency during the two (2) day familiarization period allowed for the positions identified in Article 16.06 (b).

LETTER OF UNDERSTANDING

re

UNION REPRESENTATIVE -

RE: ARTICLE 10.03

During the discussions concerning the revision to Article 10.03, the parties reached the following understanding with respect to an employee requesting the presence of a Union Representative of his choice.

(1) If the Union representative requested by the employee is unavailable or unable to attend a meeting at the time such a meeting is scheduled the employee shall be represented by a Union representative at work. Consideration will be given to an off-shift Union representative's ability to attend at the plant within a reasonable period of time when scheduling a meeting.

(2) If the employee requests the presence of a Union representative at work the Company may, depending on the Union representative's work assignment and operational requirements, schedule an immediate meeting, or defer such until the representative can be relieved or his assignment is completed.

LETTER OF UNDERSTANDING

re

**STAFFING OF SHIFT TRADES CLASSIFICATION
POSITIONS**

The Company and Union agree that after the initial filling of the positions of Shift Millwright (4) and Shift Electrician (4), any vacancies will be first posted and successful applicants will be paid immediately as shift workers. If there are no bidders, the junior men in the department will be assigned to these positions and paid as shift workers as per Article 4.06 until replacements are hired.

The numbers of Shift Millwrights (4) and Shift Electricians (4) will be maintained as per the numbers indicated provided that once these

positions have been initially filled, any vacancy occurring must be posted by the Company.

If the Company does not attempt to fill a vacancy in any of the above positions within ten (10) working days it shall be considered to be abandoned.

LETTER OF UNDERSTANDING
re
SHIFT RELIEF OPERATOR
PRODUCTION

During a meeting held October 26, 1981 at the Tilbury plant, the parties agreed that the following would apply in lieu of the posted spare provisions as contained in Article 17, 17.02 (a) and (b) of the Collective Agreement for the filling of temporary vacancies in the Production Department.

1. The position of Shift Relief Operator - Production will be added to the classification structure set forth in Appendix A of the Collective Agreement at Job Classification 18.
2. Four (4) Shift Relief Operator - Production positions will be posted; one (1) for each shift.
3. The duties of the Shift Relief Operator - Production shall include:
 - a) Serving as the temporary replacement or shift relief coverage for the Central Control Operator, Plant Attendants and Front End Loader Operators on the shift to which he is assigned.
 - b) Functioning as a Central Control Operator and/or Plant Attendant and/or Front End Loader Operator as may be required in the Production Department on his shift.
 - c) Performing other duties in the Production Department as directed by Supervision.

Such duties may include:

 - (i) Performing tests and/or evaluating production equipment and/or the process.
 - (ii) Performing clean up work.

4. In reviewing an applicant's qualifications for the Shift Relief Operator - Production position, or ascertaining ability to retain this position, the primary criterion will be proficiency in the Central Control Operator and Plant Attendant positions.
5. When the Shift Relief Operator is assisting or relieving the Central Control Operator intermittently during the course of a shift, he shall receive his regular rate of pay and not the C.C.O. rate provided the Central Control Operator for that shift is on duty.
6. The present Production Department Posted Spare positions will be discontinued on implementation of the Shift Relief Operator program.

GUIDELINES

re

SHIFT RELIEF OPERATOR

1. The primary function of the Shift Relief Operator is to provide shift coverage for temporary vacancies of the Central Control Operator, Plant Attendant and Loader Operator.
2. Temporary vacancy is defined as:
 - a) Failure to report to work
 - b) Leave of absence (with the exception of extended leave of absence)
 - c) Sickness (with the exception of extended sickness)
 - d) Vacation
 - e) Accidents resulting in time off work (with the exception of an extended absence)
3. Specific Duties:
 - a) Replacement for the Central Control Operator, Plant Attendant or Loader Operator on shift as a result of (2) above
 - b) Function as a Central Control Operator, Plant Attendant or Loader Operator as required on shift when no one is absent but not on a continuous basis in any classification
 - c) Perform other duties in the department at the supervisor's discretion when no one is absent

4. Intent:

The intent of this classification was to eliminate the problems resulting from temporary vacancies as defined in paragraph 2.

The Shift Relief Operator replaces the "posted spare" designation for these classifications.

Should there be more than one employee absent on the same shift, the Shift Relief Operator will cover one, and the other, if required, may be covered on an overtime basis.

Extended absences, as referred to in 2 (b), (c), and (e) above, should be covered as per Article 17.02 (b), or on an overtime basis.

5. The Shift Relief Operator may not be used to re-place a regularly scheduled employee when he is available to perform his job. (For example, the SRO may not be used instead of the regular operator on a Statutory Holiday unless the regular operator is unavailable).

**GUIDELINES FOR MANNING
DURING LAY-OFF**

1. The Company will develop and post a Proposed Manning List as soon as practicable after the Plant Committee is advised of a lay-off.

2. An employee will have seven (7) calendar days from the date of the posting of the Proposed Manning List to advise the Company if he wishes to be assigned to a different job during the lay-off. Provided he has the seniority, skills and ability and a qualified replacement for him is available from the employees scheduled to work, he will be assigned to that job. Once the Manning List is finalized the job assignment will last for the duration of the lay-off.

3. Should it become apparent during development of the Proposed Manning List that a senior employee might not be assigned to work while a junior employee might be, the following procedure will apply:

- a) An employee assigned to Shipping Attendant and/or Labourer position will be offered, in order of seniority, an on-the-job familiarization period, on the available job.
 - b) The familiarization will be for a period of up to two (2) days and provided that the employee demonstrates an acceptable potential ability to perform the job he will be assigned to that job.
 - c) Should the two (2) day familiarization prove inadequate representatives of the Union and the Company will meet to resolve the problem.
4. Job assignments to employees in the Labourer position will be offered in accordance with seniority and will be filled for the duration of the job.
5. If the Company finds it necessary to replace an employee who is absent for five (5) working days or less the vacancy will be filled, in accordance with seniority, by an employee working in the Labourer group who has the required skills and ability to do the job. In the event no employee in the Labourer group is capable of performing the job it will be assigned to a qualified employee at work, provided a replacement for him is available from among the Labourer group. In the event the foregoing is unsuccessful the most senior employee on lay-off who is qualified to do the job may be called out to fill the vacancy.
6. If the Company finds it necessary to replace an employee who is absent for six (6) working days or more, the vacancy will be filled, in accordance with seniority, by an employee who is at work and is qualified to perform the job. Any subsequent vacancy caused by this procedure may be filled by assigning a qualified employee who is at work. If there is no qualified employee at work and if there is an operational need, familiarization will be offered to an employee as set forth in number three above.
- N. B. Job familiarization as described in number three (3) above applies to all jobs in classifications 1 through 13 exclusive of

Apprentice, Warehouseman, and Front End Loader Operator positions.

GUIDELINES FOR FRONT END LOADER OPERATOR'S DUTIES

The following is a guideline re the duties and work areas of the Front End Loader Operator during normal plant operations (i.e. when the kiln is in operation).

- 1.** All production related operations requiring the use of a Front End Loader on the plant (i.e. 3.5 yards or over), barring use of yard tools and yard mobile equipment outside designated areas.
- 2.** Tie up and tending of lines for all raw material barges or other barges to be loaded or unloaded by Front End Loaders.
- 3.** Load and unload all materials requiring the use of a Front End Loader or Loaders (including clinker at the bypass, garbage, process raw materials, coal, rubber and snow).
- 4.** Clean up and housekeeping of:
 - a)** North and South docks used for the loading and unloading of raw materials
 - b)** All conveyers from dock to Raw Material Storage building including transfer towers 1, 2 and 3
 - c)** Pocket conveyer 4004 and the top of the gypsum and masonry limestone silos
 - d)** Inside the Raw Materials Storage building
 - e)** Front End Loaders
- 5.** Routine servicing of Loaders i.e. fueling, greasing, oiling and log book recording.

Note: When the kiln is down, or during an emergency, the assignment of the Front End Loader Operators is at the discretion of the Supervisor on duty.

LETTER OF UNDERSTANDING

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TWELVE (12) HOUR SHIFT SCHEDULE

It is understood and agreed that a twelve (12) hour schedule shall be implemented within the Delta Plant under the following terms and conditions:

1. Introduction of the twelve (12) hour shift schedule shall be on a twelve (12) week trial period. This trial period shall start with a six (6) week period of shifts commencing at 1000 hours and 2000 hours and end with a six (6) week period with shifts commencing at 0800 hours and 2000 hours.

Effective June 17, 2007, the agreed shift start times are 0700 hours and 1900 hours.

2. Introduction of the twelve (12) hour shift schedule shall consist of all shift workers within the Production Department, the Shift Analysts, the Shift Electricians and the Shift Millwrights.

3. Introduction of such a schedule will not result in any extra cost to the Company and the efficiency of operations will not be adversely affected.

4. There will be no overtime or premiums paid, if incurred, for the initial introduction of such a schedule nor for the final discontinuance of such a schedule if discontinuance is requested by the Union or by mutual agreement between the parties. In the event of the Company request to discontinue the twelve (12) hour shift schedule, the Company will pay any overtime or premiums if applicable.

5. It is understood by both parties that problems may arise during the trial period or during the operation of such a schedule and should this occur the parties shall meet to discuss the problem and attempt to reach a mutually satisfactory solution. The schedule may be canceled by either party with fifteen (15) calendar days written notice or within seven (7) calendar days if mutually agreed.

6. In the event such a schedule is terminated by either party, the employees concerned will automatically revert to the original eight (8) hour shift schedule and all conditions in effect prior to such a twelve (12) hour shift schedule.

7. It is clearly recognized by both parties that shift relief coverage may be required, and as such the Company may request replacement coverage be provided from shift employees on their scheduled days off. The shift employees concerned prior to going on their scheduled days off, will place their name on a callboard located in the Shift Supervisor's office, if they are available for such relief coverage.

8. In recognition of the provisions of the Federal and Provincial Election Acts the parties request that the employees concerned vote in the advance poll should they be scheduled to work during election day polling hours.

As a result of any twelve hour shift schedule, the following amendments to the Collective Agreement shall be in effect:

- a)** Article 4 Definitions is revised for the purpose of the twelve (12) hour shift schedule.
 - i)** Day - A day shall be considered as the twenty-four (24) hours beginning at - 1900 hours the previous calendar day.
 - ii)** Week - A week shall be considered as the seven (7) day period beginning at - 1900 hours Saturday and ending at 1900 hours the following Saturday.
- b)** Article 4.01 is revised to include Article 4.01 (i):
Employees in twelve hour shift classifications are: Central Control Operators, Shift Relief Operators, Plant Attendants, Front End Loader Operators (over 3.5 yds.), Shift Analysts, Shift Millwrights, and Shift Electricians. Such employees shall work a standard working day of twelve (12) hours and a standard working week averaging forty-two (42) hours per week and shall be in accordance with the twelve (12) hour shift schedule attached as an Appendix to this Letter of Understanding. The twelve (12) hour shift schedule provides for two (2) shifts of twelve (12) hours duration each, seven (7)

days per week with shift changes occurring at 0700 hours and 1900 hours.

- c)** Article 4.02 (a) is revised to include the addition of:
Twelve (12) hour shift employees shall receive straight time hours paid according to their schedule averaging forty-two (42) hours straight time pay in addition to any premium rates that might apply, in any one work week as a result of rearrangement of working hours to suit the Company's convenience.
- d)** Article 4.06 (a) is revised to include the addition of:
For the first two (2) shifts replacing a twelve (12) hour shift employee, they shall be paid the day workers' premium applicable to the hours worked and based upon the shift rate.
- e)** Article 4.06 (b) is revised to include the addition of:
Following such two (2) shifts replacing a twelve (12) hour shift employee, they shall be paid as twelve (12) hour shift employees at the applicable rate plus shift differential.
- f)** Article 5.01 is revised to include the addition of Article 5.01 (i):
For twelve (12) hour shift employees, work in excess of twelve (12) hours in any one day or for work in excess of the scheduled work week.
- g)** Article 5.04 is revised to include the addition of:
Notwithstanding the provisions of this Article, when a twelve (12) hour shift employee fails to report to work, the employee on shift may be required to remain at work for a maximum of four (4) hours.
- h)** Article 6.01 is revised to include the addition of:
For twelve (12) hour shift employees, the straight time pay received by all employees not working, shall be eight (8) hours straight time pay. For the purposes of the twelve (12) hour shift schedule the statutory holiday shall be defined as the twenty-four (24) hour period beginning at 1900 hours the calendar day preceeding the statutory holiday.
- i)** Article 7 is revised to include the addition of Article 7.07:

For twelve (12) hour shift employees, a twelve (12) hour work day equals one and one half (1 1/2) days of vacation. For example, two (2) weeks or eighty (80) hours vacation equals six and two thirds (6 2/3) work shifts. Such employees shall have the option to either request an approved leave of absence for the remainder of the partial shift or may return to work at the appropriate time and resume regular duties. Vacation scheduling for such employees must be mutually discussed well in advance and the employee's intention specified in writing prior to the commencement of vacation to either return to work or apply for leave of absence.

- j)** Article 8.02 (b) is revised to include the addition of:
For twelve (12) hour shift employees, they shall be paid the higher rate of pay for the greater of eight (8) hours or the duration of the higher rated work plus any overtime.
- k)** Article 8.03 is revised to include the addition of:
Article 8.03 shall not apply to the implementation of a twelve (12) hour shift schedule.
- l)** Article 9.01 is revised to include the addition of:
For the purposes of the twelve (12) hour shift schedule, Sunday shall be defined as a twenty-four (24) hour period beginning at 1900 hours Saturday and ending at 1900 hours Sunday.
- m)** Article 9.02 is revised to include the addition of:
For twelve (12) hour shift employees, the applicable shift differential shall be paid for the respective time periods of the afternoon and/or night shift of the original eight (8) hour schedule.
- n)** Article 12.01 is revised to include the addition of:
For twelve (12) hour shift employees, all references to working days shall be considered as working shifts.
- o)** Article 13.01 Stage 1 is revised to include the addition of:
For twelve (12) hour shift employees, all references to working days shall be considered as working shifts.
- p)** Article 16 is revised to include the addition of Article 16.08:
For twelve (12) hour shift employees, all references to weeks or days shall be considered as calendar weeks or days.

- q)** Article 18.06 is revised to include the addition of:
A twelve (12) hour shift employee who is excused from work for jury service and/or subpoenaed witness duties shall receive for each scheduled work day the difference between twelve (12) hours straight time pay and the payment received for such service or duties. Days paid for such service or duties shall be counted as twelve (12) hours straight time worked for the purpose of computing weekly overtime.
- r)** Article 18.07 is revised to include the addition of:
For twelve (12) hour shift employees three (3) days leave of absence will be granted upon application with pay calculated at twelve (12) hours per day and the additional two (2) days leave if applicable would not exceed a total of twelve (12) hours pay.
- s)** Article 20.02 (f) is revised to include the addition of:
For twelve (12) hour shift employees, the Company payment of the first three (3) days of an established claim shall be calculated on the basis of one seventh (1/7) per day of the employees' weekly rate on an average forty-four (44) hour week.
- t)** Article 20.02 (h) is revised to include the addition of:
For twelve (12) hour shift employees, the regular straight time pay effective May 01, 2007 shall be twelve (12) hours pay for any paid sick day's sick leave.
- u)** Article 21.05 is revised to include the addition of:
For twelve (12) hour shift employees, three (3) rest and/or meal periods with pay shall be given with one such period in each third of a twelve (12) hour shift. The first such period shall be of twenty (20) minutes duration, the second of thirty (30) minutes duration and the third of twenty-five (25) minutes duration.
- v)** Letter of Understanding re Contracting Out (2) is revised to include the addition of:

For twelve (12) hour shift employees, the Company shall offer the affected employees the opportunity to work four (4) hours of overtime at a mutually agreed time for each day a contractor's crew is on site. It is understood and agreed that the affected employees in the event of the Company contracting out kiln bricking work, are only those twelve (12) hour shift employees who are working a shift at straight time. The offer of overtime work at a mutually agreed time shall be completed within six (6) weeks and effective July 5, 2005 within eight (8) weeks of the cessation of the contracted work.

w) Letter of Understanding re Notice of Recall, Article 16.04 (a) is revised to include:

For twelve (12) hour shift employees, the reference to two (2) weeks shall be considered as calendar weeks.

x) Guidelines for Manning during Lay-Off are revised to include (7):

During a lay-off period a twelve (12) hour shift schedule will be maintained for any twenty-four (24) hour, seven (7) days per week production requirement, however if the Company requires other than twenty-four (24) hour, seven (7) days per week coverage, twelve (12) hour shift employees will work on an eight (8) hour shift basis.

LETTER OF UNDERSTANDING

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MAINTENANCE TRADES COMPRESSED WORK WEEK

It is understood and agreed that a compressed work week shall be continued for "day" tradesmen in the Maintenance Department for the life of the Collective Agreement under the following terms and conditions:

1. The compressed work week shall consist of an alternating cycle of four (4) working days of nine (9) hours duration and one working day of eight (8) hours duration in one week, followed by four (4) consecutive working days of nine (9) hours duration in the

following week. The hours of work for those days of nine (9) hours duration will be from 0800 hours to 1730 hours.

2. The employees concerned will have alternating Fridays as their scheduled day off.

3. In the event the compressed work week is discontinued at the request of the employees concerned, the hours of work and the weekly schedule shall revert to five (5) days of eight (8) hours duration.

4. In the evaluation of the compressed work week, the Company will take into consideration: productivity, overtime and call-out experience, supervisory coverage, manning requirements as well as any other problems the Company may experience from the operation of a compressed work week.

5. In recognition of the provisions of the Federal and Provincial Election Acts, the parties request that the employees concerned vote in the advance poll should they be scheduled to work during Election Day polling hours.

As the result of the Maintenance compressed workweek, the following amendments to the Collective Agreement shall be in effect:

a) Article 4.01(b) is revised to include the addition of:

For the purposes of the Maintenance compressed work week, the standard working week shall be four (4) consecutive days in the period Monday to Thursday, commencing at 0800 hours and concluding at 1730 hours each day and on alternating weeks, a Friday work day commencing at 0800 hours and concluding at 1630 hours.

b) Article 5.01 is revised to include the addition of:

For Maintenance compressed work week employees, work in excess of nine (9) hours on any scheduled nine (9) hour working day or for work in excess of the scheduled work week, as well as for work between the hours of 1730 hours to 0800 hours Monday to Thursday inclusive.

c) Article 6.01 is revised to include the addition of:

For Maintenance compressed work week employees, the straight time pay received by all employees not working shall be eight (8) hours straight time pay.

- d)** Article 7 is revised to include the addition of:
For Maintenance compressed work week employees, a nine (9) hour working day equals one and one eighth (1 1/8) days of vacation.
- e)** Article 8.03 is revised to include the addition of:
Article 8.03 shall not apply to the implementation of a compressed work week.
- f)** Article 9.02 is revised to include the addition of:
For Maintenance compressed work week employees, afternoon shift differential shall not apply to the period 1630 hours to 1730 hours inclusive, on any employee's scheduled nine (9) hour day.
- g)** Article 9.02 is revised to include the addition of:
A Maintenance Tradesman whose regular Friday off falls on a Friday statutory holiday will be entitled to a Leave of Absence day off at a time to be mutually agreed.
- h)** Article 18.06 is revised to include the addition of:
A Maintenance compressed work week employee who is excused from work for jury service and/or subpoenaed witness duties shall receive for each scheduled nine (9) hour working day the difference between nine (9) hours straight time pay and the payment received for such service and/or duties. Days paid for such service and/or duties shall be counted as nine (9) hours straight time worked for the purpose of computing weekly overtime.
- i)** Article 18.07 is revised to include the addition of:
For Maintenance compressed work week employees, three (3) days leave of absence will be granted upon application with pay calculated at a full day's pay (straight time regular rate for normally scheduled hours) and the additional two (2) days leave if applicable would not exceed a total of half the two full day's pay (straight time regular rate for normally scheduled hours)
- j)** Article 20.02 (h) is revised to include the addition of:

For Maintenance compressed work week employees, the regular straight time pay effective May 01, 2007, shall be nine (9) or eight (8) hours pay, dependent upon the employee's normal schedule, for any paid sick day leave.

k) Article 21.05 is revised to include the addition of:

For Maintenance employees working a compressed work week, two (2) rest periods with pay shall be given. The first such period shall be of ten (10) minutes duration. The second such period shall be of fifteen (15) minutes duration.

l) Letter of Understanding re Contracting Out (2) is revised to include the addition of:

For each day a contractor is on site, the Company will offer the affected employees working nine (9) hour day three (3) hours overtime for their regularly scheduled nine (9) hour working days, and twelve (12) hours overtime for their scheduled compressed work week Friday day off so long as a contractor is on site on Friday.

LETTER OF UNDERSTANDING

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GRIEVANCE PROCEDURE

During the discussion which led to a new Collective Agreement, both parties expressed a desire to encourage their respective representatives to process grievances in accordance with the time limits set forth in Article 13 of the Agreement in order to facilitate the expeditious resolution of grievances and to avoid leaving grievances "in a state of limbo" (with no action being taken to resolve, withdraw or refer them to the succeeding stage in the grievance procedure).

To serve as an impetus and to assist in achieving those objectives, the parties have agreed, on a good faith basis, to amend the procedure as follows:

1. Article 13.01 provides that the "time limits set out in this Article may be extended or waived by written agreement of the parties". The parties hereby further agree that either party may request a

reasonable extension to or a waiver of time limits and such request will be granted by either party.

2. Should one party fail to answer or process a grievance within the specified time limits or within the time period set by the parties if a request for an extension or waiver of time limits has been made, the grievance issue will either be deemed to have been granted or abandoned on a without precedent or prejudice basis depending on which party has defaulted on the time limits.

3. Notwithstanding that the grievance issue will be deemed to have been granted or abandoned on a non prejudicial or precedent setting basis, such resolution will only be granted or abandoned in part as the settlement requested will not necessarily be determined through this procedure. The question as to the appropriate settlement may be resolved by the parties or by referral to arbitration.

The parties will assess the effectiveness of the foregoing not only in terms of expediting grievance settlements, but also on the basis of whether the process is permitting discussion and resolution of grievances on their merits. To accomplish the first at the expense of the second factor would be detrimental to developing and maintaining an improved labour relations climate. If that result becomes apparent, the parties will discuss and decide whether to continue the amendments set forth above during the term of the current Agreement.

LETTER OF UNDERSTANDING
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PAST PRACTICE

The parties agree that any contract language and/or past practices that are not specifically altered during this set of contract negotiations will remain intact. It is recognized and understood, there may be differences between the parties on the existence and/or application of past practices. Also, there may be differences between the parties of

the meaning of specific language in the Collective Agreement. The grievance procedure in the Collective Agreement remains available to resolve such differences.

LETTER OF UNDERSTANDING

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BENEFIT POLICY

The Company agrees that no changes will be made to the existing benefit policy, without the consent of the Union, so long as the present benefit carrier is in place. Should a change in carrier take place, the Company will provide a copy of the new insurance policies to the Union. Once new policies have been implemented, no changes will be instituted without the consent of the Union.

LETTER OF UNDERSTANDING

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YARD CREW

The parties agree to recommend to their respective principals the following settlement of grievance numbers 497, 498 and 502:

1. The employer will expand the existing complement of Yard Crew Labourers by six (6) employees. It will do so by:
 - a. The six (6) positions will be posted.
 - b. Any positions not filled by posting will be filled by new hires
2.
 - a. It is the Employer's intention, in the long term to train all of the Yard Crew Labourers in the positions listed below.
 - b. It is the Employers' intention to initially train the six (6) Yard Crew Labourers, upon successful completion of their probationary periods, as follows:
 - i. two (2) employees will be trained as Production Attendants

ii. two (2) employees will be trained as Front End Loader Operators

iii. two (2) employees will be trained as Shipping Attendants

Training will be offered on the basis of seniority. The least senior will be required to take the remaining training opportunities.

- c.** Employees who hold a Yard Crew Labourer job classification at the date of this Agreement can, at their option, be “red circled”. Such employees who choose to be red circled are excluded from the provisions of this Agreement and have the right of refusal on temporary vacancies.
- 3.** The trained Yard Crew Labourers will be placed in temporary vacancies as follows:
 - a.** The Shift Relief Operator will be the first person used to fill a temporary vacancy in the Production Department.
 - b.** A temporary vacancy is any vacancy (including vacation) that lasts more than three (3) days and less than six (6) months.
 - c.** The practice of a Posted Spare for the Laboratory and Stores will continue. Where the Posted Spare position is filled, the employee in the position will be obliged to fill vacancies in the department for which he is the Posted Spare before exercising his seniority to work on any other vacancies.
 - d.** Senior trained employees will then have the first right of refusal on temporary vacancies.
 - e.** When an employee is transferred to a temporary vacancy the terms of the Collective Agreement will apply.
- 4. a.** The Employer agrees to provide the Union, bi-weekly, with a record of the number of “probationary labourers” worked each day. Every four (4) months the Union is entitled to meet with the Employer and request that additional, full time Yard Crew Labourers be hired. Failing agreement, the Union will have the right to refer the matter to the “fast track arbitration process”. The arbitrator will have the

authority to compel the Employer to hire an additional two (2) full time Yard Crew Labourers. This practice will cease after eight (8), inclusive of the original six (6), additional Yard Crew Labourers are hired.

- b.** If, through attrition, the number of Yard Crew Labourers falls below twelve (12) employees, the Employer will once again be required to provide a record of days worked by “probationary Labourer” employees. As well, the authority of the arbitrator in (a) above will be reinstated.
- 5. a.** “Training” means time worked with a regular incumbent employee.
 - b.** Nothing in this Agreement is intended to alter the existing practice with respect to emergencies, Daily Job Assignments, or Article 17.05.
- 6.** The Terms of Reference (Schedule A) are intended to assist in the interpretation of this Agreement.
- 7. Fast Track Arbitration**

The parties agree to incorporate Section 104 of the Labour Relations Code into this Agreement. Recommendations of the investigator will be binding. Hearings will be scheduled by agreement; absent agreement the hearing will commence within seventy-two (72) hours of either parties’ written referral to the investigator.

Unless agreed to otherwise, the Section 104 investigator will be Richard Longpre.
- 8.** On the basis of the above, the Union agrees to withdraw the grievances (nos. 497, 498 and 502) on a without prejudice basis.

Schedule A

Terms of reference to the Memorandum of Agreement re Yard Crew

- 1.** Article 17.05 does not apply to training opportunities where the regular incumbent is working with the “trainee”.

2. Where the Employer supplements the existing crew with Yard Crew Labourers, this will not be considered training and the terms of the Collective Agreement apply.
3. Generally, the terms of the Collective Agreement are not amended by the terms of this Agreement unless specifically stated.
4. The Employer is entitled to lay off the Yard Crew Labourer(s) at its discretion. The lay off provisions of the Collective Agreement apply in these circumstances.
5. A temporary vacancy may result from the posting procedure.
6. The terms of the Collective Agreement for filling vacancies of three (3) days or less are not altered by the terms of this Memorandum of Agreement.
7. It is mutually understood that each incidence of a vacancy in itself must meet the test of greater than three (3) days.

LETTER OF UNDERSTANDING

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PENSION PLAN

The Union acknowledges that the improvement to pensions is a cost that **LEHIGH CEMENT a division of Lehigh Hanson Materials Limited** will account for in any renewal of the existing Collective Agreement. It is understood that any future negotiations concerning pensions shall be only done in conjunction with the renewal of future Collective Agreements and shall occur on a local basis.

LETTER OF UNDERSTANDING

RE: HOURS of WORK ADVANCEMENT SHIPPING & YARD CREWS

It is understood and agreed that an hours of work revision consisting of a one (1) hour advancement of regular scheduled shifts be implemented for employees of the Shipping and Yard Departments under the following terms and conditions:

1. Introduction of the hours of work revision effective April 19, 1999 arises from employee requests.
2. Introduction of the hours of work revision shall occur on the basis of a twelve (12) week trial period.
3. Introduction of the hours of work revision shall not result in any extra cost to the Company and the efficiency of operations will not be adversely affected.
4. It is understood by both parties that problems may arise during the trial period or during the operation of the hours of work revision, and should such problems occur, the parties shall meet to discuss the problem and attempt to reach a mutually satisfactory solution.
5. At the conclusion of the trial period, the employees affected will determine by means of majority vote as to continuation or discontinuation of the hours of work revision.
6. For the purposes of the hours of work revision, Article 4 is modified as follows:
 - * **Yard Crew & Janitor**
0700 hours to 1530 hours Monday to Friday
with an unpaid lunch break of one half (1/2) hour, observed between 1100 hours and 1130 hours
 - * **Shipping Attendant**
0700 hours to 1500 hours Monday to Friday
1500 hours to 2300 hours Monday to Friday
 - * **Shift Shipping Attendant**
2300 hours to 0700 hours Monday to Friday
0700 hours to 1500 hours Tuesday to Saturday
Note: Saturday hours remain unchanged at 0700 hours to 1500 hours
7. For the purposes of the hours of work revision, Article 5.01(b) is modified as follows:
For work between the hours of 1530 hours to 0700 hours for Yard Crew employees.

8. For the purposes of the hours of work revision, for a Shift Shipping Attendant assigned to work the 2300 hours to 0700 hours Monday to Friday schedule, a day shall be considered as the twenty-four (24) hours beginning at 2300 hours the preceding calendar day.

9. It is understood by both parties that certain employees of the Yard Crew hold Posted Spare designations for classifications with different hours of work provisions.

In the event such a Stores Posted Spare employee, on any given day is required to work in a Posted Spare capacity, with no prior notice, for such first day he shall retain the Yard Crew hours of work completion time, unless otherwise requested by the Company. However, if it is determined that the Stores requirement will extend beyond the first day, then the Posted Spare employee assumes the regular hours of work for the Stores classification without generating a short change of shift under the provisions of Article 5.01(c).

In the event a Shift Analyst Posted Spare employee, on any given day is required to work in a Posted Spare capacity, with no prior notice, he shall be paid any applicable overtime as per Article 5.01(c). All short changes of shift provisions under Article 5.01(c) remain in effect.

10. For the purposes of the hours of work revision, the application of Article 9.02 does not apply to the one (1) hour advancement period for Shipping or Yard employees assigned to commence work at 0700 hours.

11. In the event of kiln shutdown, the affected employees will automatically revert to the hours of work specified in Article 4 of the Collective Agreement.

LETTER OF UNDERSTANDING
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ELECTRONIC TRANSFER OF FUNDS

All payments to the Union defined in the collective agreement will be made on a monthly basis by electronic transfer. The exception is contributions made to the Union Benefit Account shall remain on a bi-weekly basis. There shall be no ability by the Company or any agent acting on behalf of the Company, to withdraw funds from any Union or employee account(s) under any circumstance. If funds are erroneously deposited, the Local Union Committee shall be contacted to arrange the refunding or other mode of adjustment of a verified erroneous deposit.