

COLLECTIVE AGREEMENT

CONSTRUCTION AGGREGATES LTD.

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

DURATION:

APRIL 1, 2005 to MARCH 31, 2010

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AGREEMENT BETWEEN:

CONSTRUCTION AGGREGATES LTD.

(Hereinafter called the "Company")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(Hereinafter called the "Union")

ARTICLE 1 - INTERPRETATION

1. The headings of each Article of this Agreement may be referred to in the interpretation of the various sections thereunder and this Agreement shall be interpreted as a whole.
2. In the event that any word, phrase, sentence, section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
3. This Agreement shall apply to all employees of the Company when engaged in the classifications listed in Appendix "A" and employed in or at the Company's plants located at (Producers) Victoria and Sechelt, Duck Island, Surrey, North Vancouver (Riverside) and Delta Depots and other such plants as the Company may activate.
4. Wherever the singular or masculine is used in the agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 2 - UNION SECURITY

1.
 - (a) The Company recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at those classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming within the Union's jurisdiction.
 - (b) Should the Union not be able to supply a job qualified member, the Company shall provide a copy of the potential employee's resume and/or qualifications within thirty (30) calendar days.
 - (c) The permit fund will be re established and where permits are required, they will be issued at each location thereby preventing work delays.
2. When employees not on the seniority list are required to fill vacancies resulting from vacant positions or new positions, the position shall be posted before notifying the Union office of the requirement. If the posting is not filled, the Union will be notified of the requirement and the Union will refer available members to the Company. Job qualified members of the Union so referred shall be given preference of employment. (See Letter of Understanding #2)

When job qualified Union members are not available, the Company may obtain employees elsewhere, it being understood employees so hired shall meet tradesmen and Union qualifications and shall make application to become members of the Union within thirty (30) calendar days of commencing employment or be replaced by job qualified Union members when available.

Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company, whichever is shorter. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Company is requested by the Union to discharge employees pursuant to this article, the Union agrees to indemnify the Company in the event of subsequent proceedings being brought against the Company for such discharge.

3. All equipment used by the Company whether owned by the Company or otherwise and the operation of which is traditionally the jurisdiction of Operating Engineers Local 115, shall be operated by a member of the Union provided such member operated equipment is available.

The Company when having work done by outside personnel, which falls within the jurisdiction of the Union, shall notify the Shop Steward, and obtain a clearance, before having the work done.

Outside equipment will not be used by the Company to perform work ordinarily performed by regular Company employees while such regular Company employees and suitable equipment are available for work, except in emergencies.

In the event of an emergency arising from a break down, the Company may, if unable to obtain Union operators and equipment in the area, hire available operators and equipment for a maximum of five (5) days to avoid lay offs. In such cases, the Union will be notified.

It is not feasible for the Company to have all the specialized equipment which is required, but when deemed practical by the Standing Committee and approved by management, the equipment will be purchased or rented in order that Company employees can perform the work.

In the event that the Standing Committee cannot resolve an issue, the Union and the Company will meet to discuss and resolve the issue. If they are not able to come to a conclusion, the issue will be referred to the Grievance Procedure.

The make-up and parameters of the Standing Committee are attached to this agreement.

4. The Company agrees upon request from the Union to deduct from the pay of the employee and forward to the Union's secretary, any monthly dues and assessments levied in accordance with the Union's By Laws, owing by them to the Union.
5. During the life of this Agreement there shall be no lock out by the Company. The Union will not authorize a strike, stoppage of work or slow down either partial or general.

It shall not be a violation of this agreement or cause for discharge if an employee refuses to cross a legal picket line

6. Job Stewards:

- (a) Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards.

Reasonable time shall be given to the Shop Steward to carry out his duties.

- (b) The Union shall be notified in writing within forty eight (48) hours if a Job Steward is discharged for cause and such cause shall be stated in the reasons.

7. Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Company, superintendent or foreman, however, in no way will he interfere with the men during working hours unless permission is granted.
8. Executive Officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union, shall be allowed time off by the Company providing adequate notice is given.

ARTICLE 3 - NEW CLASSIFICATIONS

1. The Company shall notify and negotiate with the Union, the establishment of and the rate of wages to be paid for any classification of work other than those set forth in Appendix "A".
2. In the event that the Company and the Union cannot reach agreement concerning any proposed classification of work either party may invoke the Grievance Procedure. The rate established by mutual agreement or Arbitration shall be retroactive to the day the employee was assigned to such occupation.

ARTICLE 4 - WAGES

1. The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various occupational classifications listed therein. These rates are minimum rates.
2. The Company shall provide every employee covered by this Agreement with a separate or detachable written itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates of wages applicable, and all deductions made therefrom.

Employees shall be paid every second Friday. Employees working afternoon and/or graveyard shift shall be paid every second Thursday.

When there is a discrepancy in the amount paid, due to a Company error, the Company will issue a separate cheque for the amount of the difference as soon as reasonable.

Employees shall be paid during working hours.

3. If an employee is laid off, he shall be paid on the next regular pay day. If an employee is discharged for cause or resigns, he will be paid all wages/holiday pay and shall be provided with an EI. slip within three (3) days. This payment shall be mailed to him by registered mail.
4. Where an employee is not paid as provided above, such employee shall be deemed to be on the payroll of the Company and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Company and the Union.
5. Employees will be advised of any changes to time cards when the change is made and a copy of the changed time card shall be supplied to the employee.

ARTICLE 5 - DISCHARGE OF EMPLOYEES

The Company has the right to discharge any employee for just cause, such as:

- Drunkenness
- Dishonesty
- Proven Incompetency
- Absence Without Leave

ARTICLE 6 - MANAGEMENT RIGHTS

The management and operation of and the direction and promotion of its working forces is vested in the Company. However, nothing in any of the provisions of this Article shall in any way limit, void or affect the other provisions of this Agreement.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

1. The work week shall consist of forty (40) hours per week, worked in five (5) days of eight (8) hours each, Monday through Friday. Once an employee commences his week's work he will be paid for all shifts (40 hours) that week. This does not include new hires, sickness, leave of absence, bereaved, resigned, discharged for cause employees, or Lower Mainland Distribution employees. Further, the work week guarantee will be subject to the discontinuance of operations due to freeze up, excessive snow, floods, earthquake, explosion, collapse of equipment or buildings, fire and windstorm.
2. Time worked in excess of eight (8) hours shall be paid for at overtime rates. The first two (2) hours of overtime of any normal working day shall be paid at time and one half (1 1/2).

All hours in excess of ten (10) hours in a day shall be paid at the double time (2x) rate of pay.

On Saturday, overtime shall be at the time and one half (1 1/2) rate of pay for the first ten (10) hours; all hours in excess, at the double time (2x) rate of pay.

All hours worked on Sunday and/or General Holidays shall be at the double time (2x) rate of pay.

3. Any employee starting prior to his regular starting time, and who has been paid premium rates, shall be paid from his regular starting time as far as his guaranteed call out time and weekly guarantee is concerned.
4. All overtime shall be listed on bulletin boards. Overtime shall be divided as evenly as possible within the quarter year by posted position, keeping seniority in mind.
5. Where more than one (1) shift is required and continued for three (3) consecutive days or more, seven and one half (7 1/2) hours, exclusive of lunch period, shall constitute the second shift for which eight (8) hours shall be paid. Seven (7) hours, exclusive of lunch period, shall constitute the third shift for which eight (8) hours shall be paid.

Additional shifts shall not commence more than one (1) hour prior to the end of the previous shift.

Where a third shift is required, the work week for that shift shall begin no earlier than 12:01 a.m., Monday and end Friday, a.m. Shifts shall be rotated as approved by the Union and the Company.

6. On Saturday, Sunday or on a General Holiday, employees shall be paid overtime rates for all call out time.
7. Employees called in after their regular start time, shall receive pay from their regular starting time. Employees so called shall be allowed a reasonable time to report.
8. Any employee called back after having worked that day shall receive a minimum of four (4) hours' pay at overtime rates.
9. Eight (8) hours' shall be the minimum break between an employee's finishing time and following starting time, otherwise overtime rates shall prevail. Depots - a ten (10) hour minimum break is required.
10. Employees required for Saturday, Sunday work shall be notified by Thursday, 3:30 p.m. each week and receive a pre determined time to report to work. Employees called out by such notification are guaranteed eight (8) hours at overtime rates of pay.
11. (a) **Scow loading crew on weekend work**, upon completion of scow loading **will** return scow loading area to a state necessary for loading on the next shift may, at their option, elect to leave the plant site for home and be paid a minimum of four (4) hours, otherwise they are expected to remain at plant site to complete their full shift of the eight (8) hour guarantee.
- (b) Scow loading crew on weekend work will be considered as a crew, and one employee shall be the working Leadhand, regardless of other parts of the plant operating.
12. Depots Only:
 - (a) In the event that additional shifts are not required for three (3) consecutive days or more, overtime rates shall apply.

- (b) All employees called out for work and if no work is performed shall be paid four (4) hours except in the case of inclement weather, when they shall be paid only two (2) hours.
- (c) Any employee who is called out to work and work commences, shall be paid not less than eight (8) hours' wages.
- (d) Men shall be notified prior to finishing time the day previous if they are not required for duty, and then shall not report until recalled, except where the Company is operating multiple shifts, notification of at least four (4) hours prior to starting time shall be given

13. Overtime Banking:

Overtime may be banked up to **one hundred and sixty (160)** hours and taken as time off upon mutual agreement by both parties so as to not interfere with normal vacation schedules and production. **Banked overtime will be administered by payroll on a dollar basis rather than on an hours basis.** This time can be cashed out by the employee and it is understood the bank will not be used like a savings account. The employee must advise payroll in writing the Friday before the regular pay day so that it can be added to the next regular pay cheque.

ARTICLE 8 - GENERAL HOLIDAYS

1. Every employee covered by this **Collective** Agreement who has completed **thirty (30) working days of their** probationary period shall receive a day's pay for New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, December 31st and any other holiday proclaimed by the Provincial or Federal Government provided that the employee shall have worked his 'scheduled' work day prior to such holiday, and his 'scheduled' work day after such holiday, unless express permission to be absent shall be obtained from his superintendent. Any employee required to work on any of the above holidays shall receive double time in addition to the day's pay.
2. Where an employee covered by this Agreement has completed his probationary period and is laid off by the Company for an indefinite period of time he shall receive a day's pay for the holidays mentioned in Section 1, provided he shall have worked his last 'scheduled' shift within thirty (30) days immediately preceding the date of the holiday or in the event of call back he shall have worked his first 'scheduled' shift within thirty (30) days immediately following the date of the holiday.
3. If a General Holiday falls on Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive General Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays. December 31st will be observed on the day on which it falls.

If a General Holiday falls on a Tuesday, Wednesday or Thursday, the General Holiday may be moved to either Monday or Friday of that week to enable a long weekend. This does not include Christmas and/or New Years. This change shall be by mutual agreement between the employees and the Company.

4. The Company shall pay employees for all General Holidays falling within the first three (3) months following the date of absence due to illness or accident. This shall not be paid if on a Workers' Compensation Board approved claim.
5. Every employee covered by this Agreement who has completed his probationary period shall receive one (1) paid floating holiday per calendar year. The day off will be by employee request and the Company's mutual agreement and must be taken in the calendar year.

ARTICLE 9 - ANNUAL VACATIONS

1. Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks' vacation with pay equal to two (2) full weeks' straight time pay at the employee's regular rate, or four and one half percent (4 1/2%) of annual gross earnings, whichever is the greater.

Each employee who has completed three (3) years' continuous service and has worked a minimum of one thousand (1,000) hours for the Company during the preceding year, shall be entitled to a total of three (3) weeks' vacation with pay equal to three (3) full weeks' straight time pay at the employee's regular rate, or six and one half percent (6 1/2%) of annual gross earnings, whichever is the greater.

Each employee who has completed eight (8) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding year, shall be entitled to four (4) weeks' vacation with pay equal to four (4) full weeks' straight time pay at the employee's regular rate, or eight and one half percent (8 1/2%) of annual gross earnings, whichever is the greater.

Each employee who has completed seventeen (17) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding year, shall be entitled to five (5) weeks' vacation with pay equal to five (5) full weeks' straight time pay at the employee's regular rate, or ten and one half percent (10 1/2%) of annual gross earnings, whichever is the greater.

Each employee who has completed twenty five (25) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding year, shall be entitled to six (6) weeks' vacation with pay equal to six (6) full weeks' straight time pay at the employee's regular rate, or twelve and one half percent (12 1/2%) of annual gross earnings, whichever is the greater.

2. Summary: Vacation Allowance

<u>YEARS OF SERVICE</u>	<u>LENGTH OF VACATION</u>	<u>PAYMENT (Whichever is Greater)</u>
1 to 3 yrs. less a day	2 weeks	2 full weeks or 4-1/2%*
3 to 8 yrs. less a day	3 weeks	3 full weeks or 6-1/2%*
8-17 yrs. less a day	4 weeks	4 full weeks or 8-1/2%*
17 to 25 yrs. less a day	5 weeks	5 full weeks or 10-1/2%*
25 yrs. & over	6 weeks	6 full weeks or 12-1/2%*

*annual gross earnings

3. The provision requiring employees to have worked a minimum of one thousand (1,000) hours in each year in order to qualify for the full two (2) week, three (3) week, four (4) week, five (5) week, or six (6) week provision, shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation, or through illness. Employees absent through compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to requalify by working the minimum of one thousand (1,000) hours in the following year, or be paid their vacation pay as set out above.

Employees shall take their annual vacation within the calendar year they are entitled to the said vacation. Vacation pay **will** be by direct deposit.

Employees shall be entitled to take their vacations in one (1) continuous period.

Should the Company request employees who are on vacation to return to work during their vacation period, the Company shall pay said employees wages equivalent to those paid for working General Holidays.

The Company shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacations.

The Company shall post a vacation calendar for the benefit of the employees.

Employees shall choose their time off for their annual vacation by departmental seniority and the vacation calendar shall be posted by April 30th of each year.

4. Leave of Absence:

- (a) The Company shall allow up to thirty (30) days time off work without pay for any employee who is serving on a Union Committee for the purposes of discussions with the Company or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the Company's business. The time limit may be extended by mutual agreement and will not be unreasonably withheld.

No employee who acts within the scope of this sub section shall lose his job or be discriminated against.

- (b) When an employee suffers a time loss compensable injury or an industrial illness on the job preventing him from reporting to work, he will automatically be granted a leave of absence until such time as his doctor states he can return to work.
- (c) When an employee suffers an injury or illness off the job which requires his absence, he shall report the fact to the Company as soon as possible prior to his actual starting time, in order that adequate replacement may be made, if necessary. This leave of absence will be for a maximum of one hundred and eighty (180) days, as per the seniority provisions as contained in Article XI, Section 7(c).
- (d) If an employee desires a leave of absence for reasons other than those referred to in this section, he must obtain permission for the same, in writing, from the Company and a copy is to be submitted to the Union.

- (e) Any instance where an employee accepts other employment without the consent of the Company when on leave of absence for any reason, his employment may be terminated subject to proper proof of same.

ARTICLE 10 - GENERAL WORKING RULES AND CONDITIONS

1. Whenever the Company, the Workers' Compensation Act or the Safety Regulations of the Mining Act require the use of safety equipment, the Company will provide hard hats and/or safety toe caps at no expense to the employee. In the event that the employee prefers a safety boot instead of wearing a toe cap, he will be required to purchase the safety boot at his own expense.

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

2. It is understood that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of the workmen to work or to continue to work in violation of the applicable regulations shall not be deemed a breach of this Agreement.
3. When an employee meets with a personal accident or injury while on the job, he shall be paid his full day's wages for the day of the accident.
4. (a) The Company shall continue during the term of this Agreement a Safety and Labour-Management Committee operated as at present which shall meet not less often than on a fixed day each month on Company time.

(b) A Shop Steward or representative of the Safety Committee shall accompany the inspector on all inspections.
5. Two (2) breaks of ten (10) minutes each shall be taken in a work shift. Time of the first break shall be at one quarter (1/4) of the shift; the second break shall be at three quarters (3/4) of the work shift or as near these periods as possible.
6. The Company shall not require any employee covered by this Agreement to work more than five (5) consecutive hours at any one time without granting such employee one half (1/2) hour off work after such period. The lunch period shall be taken between 11:30 a.m. and 12:30 p.m. The Company may stagger lunch period in this time to allow for a continuous operation. Employees required to take a short lunch period of fifteen (15) minutes shall receive one half (1/2) hour's pay for such period.
7. After ten (10) hours continuous work and every four (4) hours thereafter, employees shall be entitled to a meal allowance of thirteen dollars (\$13.00). The Company will attempt to provide food wherever possible. Further payment of this allowance will be made from petty cash within the pay period. This payment will not apply where pre planned extra shifts are worked.

Effective April 1, 2008 the meal allowance will increase to fourteen dollars (\$14.00).

Effective April 1, 2009 the meal allowance will increase to fifteen dollars (\$15.00).

8. Operators shall not be required to operate any machine which violates Department of Mines, or Workers' Compensation Board Safety Regulations.
9. The Company shall continue to pay and excuse from duty any employee whose absence on any scheduled work day is due to serving on jury duty or who has been subpoenaed as a witness for the Crown in any court of law. However, all monies received by way of payment for these duties shall be payable to the Company to the end that no employee shall receive both his regular applicable rate of pay and pay for jury duty or similarly for appearing as a Crown witness. It is agreed that employees must make themselves available for work when not required to be in attendance as Crown witnesses or jurors.
10.
 - (a) Suitable lunchroom facilities and proper dry room for clothing shall be provided at no cost to the employees.
 - (b) Adequate lavatory and washroom facilities shall be provided at no cost to the employee and to be cleaned daily.
11.
 - (a) Coveralls shall be supplied to all employees covered by this Agreement, shall be Union made, bear a Union label, be maintained and delivered by a Company under Agreement with a Local Union of the Teamsters.
 - (b) When required by maintenance people, additional coveralls will be supplied. Further, suitable gloves will be provided for employees as personal protective equipment where hazards to the hands exist.
 - (c) Adequate rain gear including approved toe protected rubber boots will be supplied when requested on a once per contract year basis or if returned to the Company in an unusable condition.
12.
 - (a) In the event of death in his immediate family and upon the request of a regular employee, three (3) straight time eight (8) hour days off work will be paid for by the Company at the time of the notification of death or at the time of the funeral.
 - (b) Immediate family shall be defined to include a spouse, son, daughter, mother, father, brother, sister, mother in law, father in law, grandfather and grandmother. In addition, if the employee is notified of the death while he is working, he will be excused from and paid for, the balance of that working shift, and such time shall not be charged against the three (3) days of leave. Bereavement leave in the case of spouses, sons or daughters may be extended for a reasonable duration into a leave of absence without pay and will not be unduly withheld.
 - (c) Granting of paid bereavement leave for relatives or dependants, other than those described above, shall be at the discretion of the Company and shall not be unduly withheld.
13. The Company agrees to supply insulated welding gloves for all welders covered by this Agreement.
14. All on site transportation shall be supplied by the Company.

15. When an employee working under an agreed training program to up grade job qualifications starts his day's work he shall not be paid less than his regular rate for the day. If he works at a classification of a higher rate for part of the shift he will be paid that higher rate for actual time worked in that classification. Training programs to up grade job qualifications and can be up to one (1) year in duration.
16. If an employee starts his day's work he will not be paid less than his regular rate for the day. If an employee works at a classification of a higher rate for less than two (2) hours he will be paid a minimum of four (4) hours at the higher rate and if he works at a classification of a higher rate for more than two (2) hours he will be paid the higher rate for the whole shift.
17. Operators of equipment doing maintenance repair or preventive maintenance work for less than two (2) hours will be paid a minimum of four (4) hours at the tradesman rate. If such work is done for two (2) hours or more, they will be paid the tradesman rate for the whole shift.

It is agreed and understood that if an operator is requested to change oil, filters and grease his machine as a regular part of his operating duties, these functions do not qualify him for the tradesman rate.
18. Foremen shall act in a supervisory capacity, will not operate equipment but may work with tools in rendering assistance during an emergency.
19. Should the Company or the Superintendent of Motor Vehicles require licenses for the job he is doing, such as air tickets, or require an employee to be bonded, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee, and the Company shall be required to pay for any examination (including medical), licenses or bonds they require.
20. An employee who is required to leave his home based establishment to work out of town at jobs in excess of thirty five (35) miles, and has to stay overnight, will be paid transportation, room and board and eight (8) hours' pay for each twenty four (24) hours' travelled at straight time.
21. Travel time and travel allowances, not otherwise provided for in this Agreement, when an employee is required to leave his home based establishment to work on out of town jobs, will be by mutual agreement between the Company and the Union.
22. In the event an employee is asked to use his own vehicle for transportation, he shall receive thirty-five cents (35¢) per kilometer.
23. The Company shall provide at its expense, tool and tool box insurance coverage to each eligible Journeyman and Apprentice. Such coverage will be for losses from break in thefts and/or fires on Company property. Each employee will provide the Company with a brand name inventory of his tools on a form to be supplied by the Company.
24. The Company shall pay to each electrician, mechanic, millwright, welder and preventative maintenance person with tools a sum equal to the amount payable by the Operating Engineers' Tool Allowance Fund. To be eligible for the Tool Allowance, an application must be made by the employee on a form supplied by the Union. The Union shall advise the Company of the amount payable and the names of those employees eligible. This

amount shall be paid by separate pay advice by the fifteenth (15th) day of October in each year of this Agreement. (See Letter of Understanding #6)

25. First Aid Ticket

- (a) An employee selected to provide plant First Aid coverage will be paid a premium of fifty-five cents (55¢) per hour in addition to his classification rate. Level 2 ticket required.

To encourage first aid coverage, the Company will pay the Industrial First Aid training course fee in advance for the selected employee.

- (b) The Company will pay four (4) daily straight time hours at the employee's classification rate to a maximum of forty (40) hours, while the selected employee is attending a certification renewal course which results in time lost from his normal work.

"Time Lost" - payment for an employee's initial or first time training will be made upon successful completion.

ARTICLE 11 - SENIORITY

1. The Company shall keep posted in a conspicuous place on its premises an up to date list of all employees covered by this Agreement showing the date when each commenced employment with the Company, this will be known as Company Seniority, and shall forward a copy of this list to the Union as soon as it is posted. New employees shall be added to the seniority list after sixty (60) working days.
2. The seniority system shall operate as separate seniority for Sechelt, Producers and the Lower Mainland Distribution, this will be known as Site Seniority. A third level of seniority (maintenance and production) will apply and will be known as Departmental Seniority. The Company, when laying off employees, shall lay them off in reverse order of their seniority, first according to the effected department using their department seniority, subject to qualifications. If an employee cannot maintain a position in their department they will go to the labouring pool. When laying off in the labouring pool, it shall be by reverse order according to their site seniority. No employee can hold department seniority in more than one department. The reverse shall apply when recalling employees from lay off. (See Letter of Understanding #4)

A Shop Steward may be involved in the planning of layoffs.

3. Should any dispute arise as to the competency or seniority it shall be settled as a Grievance, under the Grievance Procedure.
4. All new employees shall have a probation period of sixty (60) working days. The Company will complete and discuss the evaluation form at the 20th and 40th working day with the employee. A copy of these forms will be sent to the Union Office. .
5. The Company shall post and keep posted for not less than one hundred and twenty (120) hours or five (5) consecutive calendar days in a conspicuous place at the site, notice of vacant positions or new positions. Site employees of the Company covered by this

agreement may apply for any such vacant or new positions and the Company shall fill such positions with the applicant employee who has the greatest site seniority. It is understood that training will not be posted.

The successful applicant shall be on probation in his new job for twenty-one (21) working days. If the employee does not make satisfactory progress he shall be returned by the Company to his original position and maintain full posting rights. If the Company believes the employee has made satisfactory progress, but the worker chooses to return to his original position, he shall be disqualified from postings of any kind for two (2) full years.

The Union shall receive copies of all the postings and the assignments of the postings.

6. Seniority of an employee shall be completely lost if he:

- (a) quits;
- (b) is discharged;
- (c) is laid off or terminated for lack of work upon completion of probation period but shall retain their seniority for a period of twelve (12) months from the date of layoff.
- (d) works for another employer while absent from his employment with the Company when he is on official leave of absence, except when the Company approves such other work in writing.
- (e) if he is recalled to work and fails to report within ten (10) days from mailing of notice.

7. Seniority shall be maintained and accumulated during:

- (a) absence due to an occupational accident while the employee is performing work for the Company.
- (b) absence from employment while serving in the non permanent armed forces of Canada.
- (c) temporary illness or non occupational accident causing absence not exceeding one hundred and eighty (180) days.
- (d) authorized absence under the terms of this Agreement for Union activity.
- (e) authorized leave of absence.
- (f) if a laid off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employees service with the Company by reason of such layoff.

8. Seniority shall be maintained but not accumulated during:

- (a) temporary illness or non occupational accident exceeding one hundred and eighty (180) days.

- (b) if the transfer of an employee from one location to another is requested by the Company, such request shall be made in writing to the Local Union. The transfer must have the written approval of the Local Union. Without approval the transfer of the employee cannot be made.
- (c) employees elected to Municipal, Provincial or Federal Office for the duration of the term.

9. Severance Pay

The Company shall pay to each employee with five (5) or more years of service, severance pay, in the amount of one (1) week's pay for each year of service when his employment is permanently discontinued due to lay off.

ARTICLE 12 - GRIEVANCE PROCEDURE

1. The procedure for resolving differences between the parties during the term of this agreement concerning the interpretation, application, operation or alleged violation of this agreement shall be as follows:
 - (a) The employee shall first discuss the difference with their supervisor in an attempt to resolve the matter. Should the difference not be resolved, the employee may then file a grievance.
 - (b) An employee shall file their grievance in writing within seven (7) days of their having an opportunity to become aware of the grievance. This time limit is mandatory and if it is not complied with (provided it has not been waived by the parties) the grievance shall be deemed to be abandoned.
 - (c) The immediate supervisor, the employee and the shop steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of it being filed, the grievance may be referred to the site manager.
 - (d) The site manager or his designate, in the event he is absent, and a representative of Human Resources and the Union shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) days of it being referred to the site manager, it shall be referred to **either** Section 104 of the Labour Relations Code or **by mutual agreement of both parties to the Canadian Joint Grievance Board Inc.**, or to **a board of** arbitration.
 - (e) The Company shall have the right to file a grievance on its own behalf should the need arise. Such grievance shall be set forth in writing and filed with the Union's representative in step (d) above.
2. In the event of disagreement after compliance with the aforementioned, the grievance shall be submitted in writing and referred to a Board of Arbitration.

In the event that the said representatives fail to reach a satisfactory settlement within seven (7) days after the difference was submitted to them, or within such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons, as follows:

- (a) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- (b) The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
- (c) The two Arbitrators so appointed shall confer to select a third person to be chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, Minister of Labour, to appoint such third member.

The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award, within ten (10) days from the date of the appointment of the chairman, provided the time may be extended by agreement of the parties.

The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall implement it forthwith.

Each party shall pay its own costs and expenses of Arbitration, the remuneration and disbursements of its appointee to the Board and one half (1/2) of the compensation and expenses of the chairman and of stenographic and other expenses of the Arbitration Board.

- 3. Notwithstanding anything to the contrary contained elsewhere in this Article of this Agreement and parties hereto, the Arbitration Board may arbitrate the following questions:
 - (a) Questions as to wrongful dismissal of employees covered by this Agreement.
 - (b) Questions as to variations of an employee's terms of employment contained in this Agreement.
- 4. If an employee is found by an Arbitration Board to have been wrongfully dismissed by the Company, such Arbitration Board may assess the amount of compensation to which the employee is entitled and may order reinstatement of the employee in the employment of the Company.

If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place, AND PROVIDED THAT the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the authority to order the Company to pay less than the full amount of wages lost.

The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.

The expenses and remuneration of the chairman shall be paid by the parties in equal shares.

Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

ARTICLE 13 – OPERATING ENGINEERS BENEFITS AND PENSION PLANS

1. **Effective July 16, 2005**, the Company shall make contributions at the rate of **one dollar and ninety cents (\$1.90)** per hour for which wages are payable hereunder to each employee within the scope of this Agreement **to a maximum of one hundred and thirty-five (135) hours per month** to the Operating Engineers **Benefits** Plan.

Effective April 1, 2006, this amount shall increase to one dollar and ninety-five cents (\$1.95).

Effective April 1, 2007, this amount shall increase to two dollars (\$2.00).

Effective April 1, 2008, this amount shall increase to two dollars and five cents (\$2.05).

Effective April 1, 2009, this amount shall increase to two dollars and ten cents (\$2.10).

Employees who realize they will be paid less than one hundred and thirty-five (135) hours in a month will have the option to request the utilization of their BOT hours to get them to the one hundred and thirty-five (135) hour contribution cap. The employer will pay the contribution rate for BOT hours at the time of use only when applied against a shortfall in the one hundred and thirty-five (135) hour per month contribution cap.

2. The Company shall make contributions at the rate of **three dollars and fifty cents (\$3.50)** per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective April 1, 2006, this amount shall increase to three dollars and fifty-five cents (\$3.55).

Effective April 1, 2007, this amount shall increase to three dollars and sixty cents (\$3.60).

Effective April 1, 2008, this amount shall increase to three dollars and sixty-five cents (\$3.65).

Effective April 1, 2009, this amount shall increase to three dollars and seventy cents (\$3.70).

3. A Board of Trustees composed of **eight (8)** representatives **of** the Union **shall control the Operating Engineers Benefits and Pension Plans.**

The Company agrees to be bound by the terms of the Trust Agreement.

The Company is required to report on the forms provided by the **Benefits** and Pension Plan.

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

In the event the Company fails to remit contributions to this Plan in conformity with this section of the Agreement, the Union is free to take any economic action it deems necessary against such Company, and such action shall not be considered a violation of this Agreement.

The Business Representative of Local 115 may inspect, during regular business hours, the Company's record of time worked by employees and contributions made to the Plan.

The **Benefits** or Pension Plan Auditor shall be permitted to inspect and audit the Company's record of time worked by employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

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

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

Other personnel of the Company party to this Agreement may become Associate Members as provided for in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time.

4. When there is a loss of pay because of illness, the Company will pay to the employee the daily rate of the Operating Engineer's weekly indemnity plan (one fifth (1/5th) of the weekly rate). This is to cover the three (3) waiting days once a claim is established.
5. Employee Retirement: Normal retirement for all employees shall occur at the end of the quarter in which the employee reaches their sixty-fifth (65th) birthday.

ARTICLE 14 - TECHNOLOGICAL CHANGE

1. The Company shall notify the Union at least one (1) month in advance of any technological change.
2. The Company shall pay to each employee with five (5) or more years of service, severance pay, in the amount of one (1) week's pay for each year of service when his employment is permanently discontinued due to automation or technological change or for the sale, lease, transfer, or job redundancy.

In each case the employee shall have the opportunity to work (providing he has the seniority) at another classification. Should training be required up to twenty (20) working days will be allowed.

The acceptance of Severance Pay shall remove all rights of recall.

ARTICLE 15 - SAVINGS CLAUSE

No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Appendix attached hereto or working less hours than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.

ARTICLE 16 - DURATION

This Agreement shall be in full force and effect from and including April 1, **2005** to and including March 31, **2010**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date March 31, **2010**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

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

The operation of Section **50**, Sub Section 2 **and 3** of the Labour Code of British Columbia is hereby excluded.

ARTICLE 17 - RETROACTIVE PAY

It is agreed and understood that all retroactive pay and **Benefits** Plan contributions shall be paid in full within thirty (30) days from the date of signing.

This shall apply to all past and present employees.

All past employees shall have their retroactive cheques mailed to them, or if returned undelivered, to the Burnaby Office of the Union for distribution. Unclaimed cheques shall be returned by the Union to the Company ninety (90) days thereafter.

Signed this _____ day of _____, 200__ .

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

APPENDIX "A"

CLASSIFICATIONS	HOURLY WAGE RATES				
	<i>Apr. 1/05</i>	<i>Apr. 1/06</i>	<i>Apr. 1/07</i>	<i>Apr. 1/08</i>	<i>Apr. 1/09</i>
Maintenance					
Working Lead Hand	29.32	29.96	30.61	31.35	32.13
Electrician	28.65	29.29	29.94	30.68	31.46
Journeyman (with TQ)	28.41	29.05	29.70	30.44	31.22
Journeyman (no TQ)	28.21	28.85	29.50	30.24	31.02
Welder (C) ticket	25.76	26.40	27.05	27.79	28.57
Production					
Foreman	29.44	30.08	30.73	31.47	32.25
Working Leadhand	29.32	29.96	30.61	31.35	32.13
Mobile Equipment Oper.	27.70	28.34	28.99	29.73	30.51
Ship loader	27.51	28.25	29.00	29.74	30.52
Scow loader	27.36	28.00	28.65	29.39	30.17
Plant Operator	27.21	27.85	28.50	29.24	30.02
Scow/ship helper	26.54	27.18	27.83	28.57	29.35
Haul Truck Driver	25.36	26.05	26.75	27.54	28.42
Truck Driver	23.52	24.16	24.81	25.55	26.33
Labouring Pool	22.74	23.38	24.03	24.77	25.55
Small mobile equipment (skid steer, compactor)	23.99	24.63	25.28	26.02	26.80

1. Employees in the bargaining unit required to perform sample testing shall receive fifteen cents (15¢) per hour above regular rate of pay for entire shift.
2. At any time, a staff foreman is absent for a shift he shall be replaced by a foreman from the bargaining unit.
3. The Company may appoint a Leadhand and/or a Foreman.
4. Where minimum crews are used, a Lead Hand with shift boss certificate will be appointed.

APPENDIX "B"

TOOL LIST

Tool list for journeyman mechanics, electricians and welders are on file with the company and the Union.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

The following is the agreed to provisions guiding the "Standing Committee" referred to in new Article II, Section 3.

This committee will consist of the shop steward and a person from a different department (operations and/or trades as necessary) and the local manager. They will meet as required, but no less than quarterly. They will plan and resolve issues of:

- contracting out
- lay offs
- new hires
- training
- technological change

This committee may add members, if this is necessary, to resolve an issue (specialists, business representatives, management).

Signed this _____ day of _____, 20_____.

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Article II (2) Selection Process

The Union will refer available members to the Company. For a Union member attempting to be hired at CAL they must do the following:

- Complete a Company application form in full.
- Satisfactory completion of at least one behavioural interview.
- Provide suitable referencing with at least two previous employers.
- Do the JCP Test (this test may change after its trial).
- Satisfactorily accomplish the Company medical.

The selection standard for a Union member is to “select the first referral who has the skills, abilities, qualifications and experience to do the job.”

When job qualified Union members are not available outside candidates must also complete the same five steps in the selection process. Their selection standard would be “select the candidate who has the very best skills, abilities, qualifications and experience to do the job.”

Signed this _____ day of _____, 20____.

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #3

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Potential Shift Start Time Modifications

At Sechelt, the potential exists for crews on the same shift to have different start times and that these start times may need to vary more than the current one (1) hour prior to the end of the previous shift. During the term of this collective agreement, should the need arise, the Company and the Union will meet and ensure weekly start times are resolved in a practical manner.

Signed this _____ day of _____, 20____.

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #4

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Seniority

For all employees on the Company Seniority List as of April 01, 2001 there will be no application of Departmental Seniority for lay off or recall from lay off. Only these noted employees can continue to apply their previous training to a posting to avert a lay off while exercising their Site Seniority.

Signed this _____ day of _____, 20____.

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #5

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Tool Fund

- Minimum qualifying hours as a tradesperson is five hundred (500) in the calendar year.
- Separate lists identifying the minimum tool complement will be created and used.
- The yearly tool sum for each trade should reflect the complexity of that trade and the tool box content (heavy duty mechanic/millwright – 100%, electrician – 50%, welder C/preventative maintenance – 30% of the amount of the Operating Engineers Tool Allowance Fund payment). These new rates apply to new trades people hired after April 01, 2001.
- The current qualifying hours and monetary practice will be maintained for journeyman hired before April 01, 2001.
- ***When a tradesman alters, modifies or destroys a personal tool(s) at the request of the Company and/or where the tradesman has proven loss of a tool(2) when performing his work, the Company shall replace such tool(s), at no cost to the employee, brand for brand, make for make.***

Signed this _____ day of _____, 20____.

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #6

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Sechelt Compressed Maintenance Schedule

For the purposes of the Compressed Work Week (CWW) schedule, the parties agree to the following terms and conditions:

1. Except as outlined, the terms and conditions of the existing collective agreement remain unchanged.
2. This schedule is intended to cover only the Sechelt Maintenance operation for seven (7) day coverage, twenty-four (24) hours a day. The Company anticipates that some statutory holidays may need to be worked as required by breakdowns, tie-ins or other timing events. If additional new CWW operations are considered, they must be negotiated with the Union.
3. The ten and one half (10½) hour standard shift time of _____ to _____ and _____ to _____ will define a day as a period of twenty-four (24) hours beginning at _____ and a week as a period of seven (7) calendar days beginning at _____ Sunday. Start times can be staggered on a shift basis to achieve twenty-four hour coverage.
4. The Compressed Work Weeks will be four (4) shifts worked followed by four (4) days off.
5. It is understood by both parties that relief will be available when required and should come from those people on days off. If daily overtime is required, it will come first from the crew currently working that tour.
6. It is understood by both parties that problems may arise with the CWW schedule. A special committee of two (2) Company and two (2) workers representatives will meet as required or every six (6) months to discuss and resolve issues for the first year.
7. Overtime will not be paid as a result of the initial implementation of the ten and one half (10½) hour maintenance CWW schedule.
8. Overtime Rate of Pay

The time worked in excess of their regular scheduled shift shall be paid at time and one half (1½x) for the first two (2) hours and double time (2x) for hours worked thereafter.

Hours worked on a scheduled day off will be paid at time and one half (1½x) for the shift. Overtime rules will apply thereafter.

All hours worked on Sunday and statutory holidays will be paid at double time (2x).
9. After twelve and one half (12½) hours of continuous work and every four (4) hours thereafter, employees shall be entitled to a meal allowance of twelve dollars (\$12.00).

10. Maintenance CWW workers can bank hours in excess of ten and one half (10½) hours in a day, Sunday, scheduled days off and the hours worked on a statutory holiday.
11. The vacation clause remains the same except that weeks of vacation will be converted into hours of vacation. (2 weeks = 80 hours, 3 weeks = 120 hours, 4 weeks = 160 hours, 5 weeks = 200 hours and 6 weeks – 240 hours) Employees will be allowed to take vacation on a tour basis; a week equals 4 scheduled working days off. The worker can either withdraw forty-two (42) hours from his vacation bank, withdraw forty (40) hours from his vacation bank and supplement with two (2) hours from his BOT or just take forty (40) hours from his vacation bank for a full tour off. Any partial vacation time left over will be granted in consecutive shifts only.
12. A statutory holiday will attract eight (8) hours straight time pay. The paid floating holiday will attract eight (8) hours straight time pay. The only exception is a tour where the statutory holiday falls on a scheduled working day but the Company decides it is not to be worked. The guarantee is forty (40) hours for that tour.
13. Bereavement will continue to apply, but instead of attracting three (3) days off it will attract twenty-four (24) paid hours off.
14. In Article X (10), such duty shall attract a calculated maximum of ten and one half (10½) hours in a day and up to forty (40) combined hours in a week.
15. The weekly indemnity three (3) day waiting period will continue to be calculated on the weekly rate - forty (40) hours maximum.
16. The day shift shall constitute ten and one half (10½) hours worked for eleven (11) hours pay. The night shift shall constitute ten and one half (10½) hours worked for eleven and one half (11½) hours pay.
17. There will be four (4) crews to cover this schedule; the Company will determine the size and composition of each crew.
18. There will be two (2) paid scheduled rest breaks of fifteen (15) minutes duration—one in the first half of the shift and one in the last half of the shift. There will be an unpaid thirty (30) minute lunch break midway of the shift within a two (2) hour window.
19. For the first one hundred and fifty-nine (159) hours each month, the **Benefits** and Pension contribution rate will be paid using a factor of 1.0884. Hours greater than one hundred and fifty-nine (159) each month will not attract any factor and will be paid per Article 13.

Signed this _____ day of _____, 20_____.

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #7

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Apprentices will be considered as a separate classification for layoff purposes until they are certified. The Company will retain an apprentice with less seniority than a journeyman in the event of layoff as long as the apprentice to journeyman ratio of 1:4 is maintained within the trade. No journeyman with greater than four (4) year's seniority shall be laid off as a result of this provision.

Company will pay apprentices while at school within six (6) month after layoff. The apprentice will be reimbursed his lost wages while attending trade school upon return to employment. In the event the employee is not called back to work in his recall period, such employee shall be reimbursed lost wages for attending trade school if not previously paid.

- (a) The length of the Apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the industry Training and Apprenticeship Commission or in this schedule.
- (b) Any registered Apprentice, who, as a requirement of his apprenticeship attends school, shall be paid regular wages by the Company, based on a forty (40) hour week, while attending school. This pay shall only apply for a maximum of six (6) weeks in each calendar year and the amount of any Government grant received by such an Apprentice shall be deducted there from.
- (c) The number of Apprentices employed shall be based on a percentage of the journeyman with TQ wage rate and where applicable the following scales shall apply:

Four year contract of Apprenticeship

1st 6 month – 60% of Journeyman Rate
2nd 6 month – 65% of Journeyman Rate
3rd 6 month – 70% of Journeyman Rate
4th 6 month – 75% of Journeyman Rate
5th 6 month – 80% of Journeyman Rate
6th 6 month – 85% of Journeyman Rate
7th 6 month – 90% of Journeyman Rate
8th 6 month – 95% of Journeyman Rate

- (d) An Apprentice shall not receive further percentage increments without having passed the required training modules and having served his required time on the job.
- (e) The Parties hereby agree the apprentices indentured to the Apprenticeship program are required to pass all the prescribed courses in order to be paid as per this Letter of Agreement.

(f) ***If an apprentice must live away from their normal residence in order to attend school, a non-taxable allowance of \$50 per school day will be paid. The apprentice must get approval in advance from the Manager and prove attendance at school. This money will be paid upon successful completion of that year's schooling through the expense procedure.***

The allowance for each year of school attendance will be forgiven by the Company fro each full year worked as a journeyman once they have completed their apprenticeship. Should the employee not work the required full years as a journeyman the outstanding amount will be deducted from pay upon leaving. If the apprentice has other sources of living allowances this LOU will not apply.

Signed this _____ day of _____, 20_____.

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #8

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Article 11 - Seniority

The parties to the Construction Aggregates Ltd./International Operating Engineers Local 115 Collective Agreement (April 1, 2001 to March 31, 2005) have agreed that, due to an inequity in probation period time between an eight (8) hour shift employee and a ten and one half (10 ½) hour shift employee, the following change shall be made:

ARTICLE 11: SENIORITY

- 1. The Company shall keep posted in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced employment with the Company, this will be known as Company Seniority, and shall forward a copy of this list to the Union as soon as it is posted.
 - (a) New employees who work an eight-hour shift shall be added to the seniority list after sixty (60) working days.
 - (b) New employees who work a ten and one half (10 ½) hour shift shall be added to the seniority list after forty-five (45) working days.
 - (c) New employees who work a combination of eight (8) hour shifts and ten and one half (10 ½) hour shifts shall be credited days as follows:
 - 8 hour shift = 1 day
 - 10 ½ hour shift = 1.33 day

Signed this _____ day of _____, 20_____.

CONSTRUCTION AGGREGATES LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #9

BY AND BETWEEN: CONSTRUCTION AGGREGATES LTD.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Transferability

For the term of this Collective Agreement only:

There may be occasions for CAL employees with seniority status to transfer to another CAL operation as a result of the Company and the Union mutually agreeing to this posting.

The normal posting procedure (Article 11.5) must be completed at the posting location.

Under Article 11 (6) (c), retention of seniority for all employees as a result of layoff will be twenty-four (24) months from the date of layoff.

The successful applicant shall be allowed a one-time relocation allowance of twelve hundred dollars (\$1,200) to be used to expenses such as ferry, km's, temporary accommodations, meals, and moving. This allowance will be available after 10 working days at the new location.

Any successful employee who chooses to transfer shall retain all Company seniority for vacation purposes, but will be placed on the bottom of the new site seniority list for layoff/recall purposes.

Signed this _____ day of _____, 20____

CONSTRUCTION AGGREGATES LTD.

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115**

