

AGREEMENT

BETWEEN

**ASH GROVE CEMENT COMPANY
BLUBBER BAY QUARRY**

AND

**UNITED STEELWORKERS OF AMERICA
(ON BEHALF OF LOCAL UNION 882)**



**JUNE 1, 2005
TO
MAY 31, 2010**

**ERRORS & OMISSIONS EXCEPTED
OPEIU-343**

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COLLECTIVE AGREEMENT

BETWEEN: **ASH GROVE CEMENT COMPANY**
(Hereinafter referred to as the "Company")

AND: **UNITED STEELWORKERS OF AMERICA**
(ON BEHALF OF LOCAL UNION 882)
(Hereinafter referred to as the "Union")

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

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01 The Union was certified as Bargaining Agent for the employees of the Company on December 12, 1967. The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company, and its quarry operations at Blubber Bay, B.C..
- 1.02 It is understood that the company shall not permit any employee, exempted from membership in the Union, to do the work customarily performed by a member of the Union, except in cases of emergency. This restriction shall not apply when supervisory employees are engaged in:
- (a) Training employees,
 - (b) Experimental work.
- 1.03 (a) It is the intention of the Company to do its maintenance work (including carpentry) and repair work, as distinct from construction work, with its own maintenance crew. Under normal circumstances, it will contract out maintenance or repair work only when it does not have the necessary equipment or sufficient number of employees who are skilled and available to do the work required.
- (b) Except in the case of emergencies or warranty work, the Company agrees to notify the Union of work to be performed by contractors in the quarry at least fourteen (14) days in advance of the commencement of the work, provided that the Company has completed its arrangements with the contractor by that time. If not, the Company shall provide the notification to the Union as soon as reasonably possible after the arrangements with the contractor have been completed.
- (c) The Company's notice, as referred to in paragraph (b) above, shall advise the Union of the name of the contractor, the nature of the work to be performed, and the approximate number of days it is anticipated the contractor will be in the quarry in order to complete the work.
- (d) The Company shall not contract out any work normally performed by bargaining unit members while members qualified to perform the contracted out work are displaced or laid off from their regular positions.

ARTICLE 2 - DEFINITION OF EMPLOYEE

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- 2.01 The term "employee" as used in this Agreement shall include all employees of the Company located at Blubber Bay, exclusive of administrative, supervisory, confidential, technical, executive and clerical employees. The term "supervisory" as applied to employees, as herein designated, includes (without restricting the generality of the expression) foremen, shift bosses and any employees of the Company who have the authority to hire or discharge.
- 2.02 (a) The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts or context requires.
- (b) Wherever the singular is used, the same shall be construed as meaning the plural if the facts or context so requires.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The management and the operation of the plant and the direction and promotion of the working forces is vested exclusively in the Management provided, however, that this will not be used for purpose of discrimination against employees.
- 3.02 This provision, however, shall in no way detract from the employer's rights, including the right to hire, promote or transfer its employees, or the right to discipline or discharge its employees for just and demonstrable cause.

ARTICLE 4 - UNION SECURITY PROVISIONS

- 4.01 All employees covered by the Agreement and employed by the Company who are now members in good standing of the Union shall, as a condition of employment, remain members in good standing. All employees of the Company hired after the execution of this Agreement shall become and remain members in good standing of the Union. The Company shall deduct, commencing with the first full pay cheque of an employee, the initiation fee and the first month's dues and thereafter, the then prevailing monthly Union dues. Such dues deduction shall be made after the initiation fee and the first month's dues deduction, in respect of the second pay period in each month and shall be a condition of employment for each employee.
- 4.02 The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of the Agreement, shall, as a condition of their hiring or continued employment:
- (i) Authorize the Company in writing to deduct Union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at **7820 Edmonds St., Burnaby, B.C. V3N 1B8.**
 - (ii) Become members of the Union from their effective date of hire, and remain members of the Union in good standing.
- 4.03 (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers of America.
- (b) The Union will give thirty (30) days written notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct.

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All changes will coincide with the beginning of the Company's next pay period.

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

International Secretary-Treasurer
United Steelworkers of America
Unit D, Box 34223
Vancouver, BC V6J 4N1

- (d) The monthly remittance shall be accompanied by a completed USWAR115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statement shall also list the names of the employees from whom no deductions have been made and the reason why, ie, W.C.B., W.I., laid off, etc.

- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded to :

- (i) United Steelworkers of America, Local 882 Union Hall
Attn: Financial Secretary; and
(ii) United Steelworkers of America, Servicing Staff Office
Attn: Randy Gatzka @ (604) 525-4568 (by facsimile)

- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
(g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments in accordance with this Article.

4.04 All employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement, shall be requested to complete and sign a Union Death Benefit card, which will be provided by the Union to the Company for such purpose. Any completed and signed Union Death Benefit card received by the Company will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.02(i).

ARTICLE 5 - HOURS OF WORK

5.01 The regular work week for all employees shall be forty (40) hours, and the regular hours of work per day shall be eight (8), except as provided for in the Memorandum of Understanding regarding ten (10) hour shift schedules. The work week shall commence at 12.01 a.m. Monday.

5.02 Hours of work shall be, Monday through Friday, with one-half (1/2) hour paid lunch period, except as provided for under the Memorandum of Understanding regarding ten (10) hour shifts.

- Day Shift: 8:00 a.m. - 4:00 p.m.
Afternoon Shift: 4:00 p.m. - 12:00 a.m.
Night Shift: 12:00 a.m. - 8:00 a.m.

Shift employees shall work scheduled, rotating or swing shifts, depending upon the requirements of the business. The Company agrees to give employees as much notice as possible on any change in schedule.

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5.03 Change of start and stop times - by mutual agreement between the Company and the Union, the regular starting and stopping times of standard work shifts may be changed.

5.04 WORK PERFORMED ON SATURDAY, SUNDAY

Double rate will be paid for work performed on:

- Saturdays
- Sundays

5.05 OVERTIME

(a) Overtime – Daily (eight (8) hour shifts)

A rate of time and one-half (1½) shall be paid to an employee for authorized work performed as follows:

For the first two (2) hours over his scheduled regular daily hours.

A rate of double time shall be paid to an employee for authorized work performed as follows:

For hours of work beyond ten (10) in any one day.

(b) All overtime hours shall be divided within a department as equally as possible with a periodical review every two (2) months.

(c) There shall be no pyramiding of overtime or premium rate and overtime rate paid on one basis shall not be duplicated on another basis.

5.06 When an employee is called out for work between regular shifts, he shall receive a minimum pay for service rendered of four (4) hours straight time, or if work performed on overtime, the number of overtime hours to provide pay equivalent to four (4) hours straight time, provided however that he shall work as long as the Company may request for the duration of the emergency. When, however, an employee is notified before the end of his shift that he will be required to work later or to continue working beyond his shift he shall receive a minimum of one (1) hour at the overtime rate for such work performed beyond his regular shift.

5.07 An employee who is requested to perform work during his regular one-half (½) hour meal break, shall be paid at the rate of double his regular rate for the time so worked.

5.08 When work is performed that is not usually required and is other than under normal plant operating conditions, caused by either breakdown of equipment, emergencies or some similar reason, and when such work necessitates the employee performing this work in unusually dirty conditions, then a premium of twenty-five cents (\$.25) ("Penalty Pay") shall be added to the employee's regular rate of pay for the duration of such work only. This provision shall only apply when the **supervisor** has declared such work as qualifying for "Penalty Pay" before the employee commences to perform such work. However, should the **supervisor's** judgment in this respect be questioned by the employee, it will be permissible to discuss the matter under established grievance procedure after the work has been performed.

5.09 Any employee required to load barge will perform his regular job when on shift until such time as he is needed for barge loading.

In the case of weekend barge loading, barge loading crews will be notified before the end of the shift on the preceding day that they will be required to work. At that time the

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employee will be given a tentative time to report to work. The employee shall report at this time unless notified prior to his normal starting time that he is to report at a later time, and will have the right to report in at the time so notified.

5.10 WORK SHORTAGE - CREW REDUCTION

Prior to any contemplated layoffs, or reduction in working forces by the Company, due to lack of work or other reasons, the Company and the Union shall meet to negotiate ways and means to prevent hardship.

5.11 SHIFT PREMIUM

Employees assigned to the afternoon shift (p.m. shift) will be paid fifty cents (\$0.50) above the employee's regular rate for each hour worked.

Employees assigned to the night shift (graveyard shift) will be paid one dollar and fifty cents (\$1.50) per hour worked.

5.12 An employee required to work overtime in excess of two (2) hours beyond his regularly scheduled shift (in excess of 10 consecutive hours) shall be entitled to a hot meal and a choice of beverage. An additional meal will be provided for each additional four (4) hours of continuous overtime worked. If a hot meal cannot be provided, the employee will be paid seventeen dollars (\$17.00) in lieu of the meal.

5.13 Banking of Overtime:

- (a) The employee shall retain the option to receive overtime pay in accordance with Article 5 or receive straight time pay for all hours worked and bank the premium portion of the overtime worked as equivalent time off work.

For example, banked time will be accumulated as follows:

1. an employee working eleven (11) hours on a week day shall have the option of:
 - a) eight (8) hours of straight-time pay and three (3) hours at the applicable overtime rate, or
 - b) eleven (11) hours at their straight time hourly rate (plus) two hours banked at one-half times (1/2) and one (1) hour at straight time for a total of two (2) hours banked time off.
 2. an employee who works eight (8) hours on a Saturday or Sunday shall have the option of:
 - a) eight (8) hours at the applicable overtime rate, or
 - b) eight (8) hours at their straight time hourly rate (plus) eight hours of banked time off.
- (b) Any employee desiring to bank overtime shall indicate such interest by noting on their daily time card that overtime worked shall be paid at straight time and any premium shall be placed in their overtime bank. In the event the employee fails to indicate their desire to bank their premium portion of the overtime worked, it shall be paid by the Company.
- (c) Each employee shall be limited to the banking and/or the re-accumulation of overtime hours to a maximum of forty (40) hours of banked time at any one time.
- (d) Any banked time accumulated during the contract year (from June 1 to May 31)

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must be taken by May 31 of that contract year. As of May 31 of any contract year, any unused banked time accumulated during that contract year will be paid out to the employee. In addition, any unused banked time will be paid out at the time that the employee's employment with the Company is terminated.

- (e) Each employee must request to use any such banked time with at least seven (7) days written notice to the Company. The Company retains the discretion to approve, on a case-by-case basis, use of banked overtime with less than seven (7) days notice when compelling circumstances warrant such approval. However, such approval on a case-by-case basis shall not be the basis for contention by any other employee for approval.
- (f) Following receipt of the written request by any employee to use their banked time, the Company shall, within forty-eight (48) hours (excluding Saturdays, Sundays and Holidays), notify the employee of acceptance or denial of any such request. In all cases, the approval or denial of any request shall be based on the needs of the department and the efficient operation of the quarry.
- (g) The banked time off will be taken at a time which is mutually agreeable to the Company and the employee, and shall not result in any additional cost being incurred by the Company

ARTICLE 6 - PLANT HOLIDAY

- 6.01 (a) The following plant holidays will be granted to an employee. Each employee who does not work on such holidays shall receive eight (8) hours' pay at his straight time rate.
- | | |
|-------------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Christmas Eve |
| 6. British Columbia Day | 12. Boxing Day |
- (b) Federal or Provincial proclaimed holidays shall be paid similar to holidays listed herein.
- 6.02 Employees required to work on any of the paid plant holidays designated in Section 1 will be paid at the rate of double time (2x) for the hours worked in addition to the straight time paid as per Article 6.01. As much advance notice as possible will be given to employees required to work on plant holidays.
- 6.03 When plant holidays fall on Saturday or Sunday they will be celebrated on Monday and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday they will be celebrated on the following Monday and Tuesday.
- 6.04 Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.

ARTICLE 7 - VACATIONS WITH PAY

- 7.01 (a) Vacations with pay shall be granted as follows:
- Employees with 1 year of service - 2 weeks

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Employees with 3 years of service - 3 weeks
Employees with 8 years of service - 4 weeks
Employees with **16** years of service - 5 weeks
Employees with 25 years of service - 6 weeks

- (b) An employee shall be entitled to request his vacation pay on a separate cheque, provided that:
 - (i) the employee makes his request to the Company in writing at least one (1) week before commencing his vacation, and
 - (ii) the request is for a minimum of five (5) days' vacation pay.

7.02 VACATION PAY - ON TERMINATION OR DEATH

If an employee resigns or dies, after one year or more of service, he or his estate, shall be paid his full accrued vacation pay.

7.03 Vacation pay shall be calculated on the greater of:

- (a) Weeks wages (hourly rate x 40) or
- (b) Percent of annual earning (2, 4, 6, 8, 10 or 12 percent, whichever the employee is entitled to).

7.04 An employee's anniversary date of employment shall be used to determine his years of continuous service for the purpose of vacation entitlement.

7.05 Vacation shall be scheduled insofar as possible in accordance with the wishes of employees; subject, however, to production requirements. When the times of requested vacation conflict, preference shall be given to the senior employee.

7.06 (a) Employees who request vacation prior to May 1st of each year for the vacation period June 1 through September 30th will have preference of vacation periods in accordance with their seniority within departments and/or job groupings, to the extent that they will not unduly interfere with production schedules. The Company shall post this schedule by May 15th. All vacations shall be taken in the year earned.

- (b) Employees who request vacation prior to September 15th of each year for the vacation period of December 15th through January 1st will have preference of vacation periods in accordance with their seniority within departments and/or job groupings, to the extent that they will not unduly interfere with production schedules. The Company shall post this schedule by September 30th.

7.07 Employees shall have the option to bank one week of vacation at the beginning of each year to be taken on a one day at a time basis, for illness (if so desired) and pre-arranged time off (at least seven (7) days prior notice) to take care of personal business. The intent here is to arrange absences so Company shall not incur penalties. Company reserves the right to deny requests for such pre-arranged day-to-day vacations where the resulting absence would interfere with the continued orderly plant operations.

- 7.08 (a) Employees in their first year of employment may choose to take one (1) week vacation with pay after they have worked at least six (6) months with the Company.
- (b) Notwithstanding Article 7.01, an employee who chooses to take a week vacation in his first year of employment, as per paragraph (a) above, shall be entitled to take only one (1) week vacation with pay in the subsequent year (i.e., in his first complete year of employment).

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ARTICLE 8 - SENIORITY

- 8.01 Seniority Principle
- (a) The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon his length of service with the Company and his ability to efficiently fulfil the job requirement.
 - (b) All promotions, transfers, filling of vacancies, and permanent or temporary lay-offs will be done strictly in accordance with the principles set forth in 8.01(a).
- 8.02 Seniority will be maintained and accumulated during:
- (i) occupational injury;
 - (ii) absence from employment while serving in the non-permanent armed forces of Canada;
 - (iii) absence due to illness or non-occupational injury;
 - (iv) jury duty, Union gatherings and collective bargaining negotiations;
 - (v) authorized leave of absence; or
 - (vi) layoffs.
- 8.03 An employee shall lose all seniority and shall cease to be an employee if he:
- (i) voluntarily quits the employ of the Company;
 - (ii) is justifiably discharged and not reinstated under the terms of this Agreement.
 - (iii) fails to return to work within fourteen (14) days after notice to return to work has been mailed by Registered mail to his last recorded address with the Company.
 - (iv) is not recalled by the Company after lay-off of six (6) consecutive months. Employees with five (5) or more, but less than ten (10), years of seniority shall have recall rights extending twelve (12) consecutive months. Employees with ten (10) years or more seniority shall have recall rights extending two (2) years from date of lay-off; or
 - (v) is absent without leave for more than two (2) working days unless he furnishes the Plant Manager with satisfactory reasons.
- 8.04 The Company shall not hire any new employees if there is an employee on lay-off who is qualified to perform the work available.
- 8.05 Recall Procedure: Laid off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by Registered mail. An employee being recalled must return to work no longer than fourteen (14) days after mailing of the registered notice. A copy of the notice will be given to the Union. It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number.
- 8.06 It is mutually agreed that when hiring, preference shall be given to those employees having had previous experience with the Company, and who have applications on file, and whose services have been satisfactory. An employee who has made written application for transfer from another Company operation, and whose application has been approved by his Plant Manager, will be given similar consideration.

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- 8.07 The Company agrees that if it should find it necessary to lay-off, due to lack of work, any employee who has been in its service continuously for a period of over one (1) year, such employee will be given at least one (1) week's notice of lay-off.
- 8.08 An employee who is transferred out of the bargaining unit and who is subsequently returned to the bargaining unit, shall be entitled to exercise that amount of seniority which he had acquired prior to his transfer out of the bargaining unit.
- 8.09 All new employees shall be considered on a probationary basis for a period of twenty-five (25) days worked which may be accumulated over a period of ninety (90) days. During the probationary period, the competence and suitability of the employee for regular employment shall be assessed.
- Probationary employees shall not be granted regular employee status until the successful completion of their probationary period. Upon achieving regular employee status, the employee will be credited with seniority retroactive to the commencement of his probationary period. In the event the employee does not complete the twenty-five days probationary period within ninety days from the date of hire, he will be credited with seniority as of ninety days prior to the date he actually completes his probationary period.
- Probationary employees shall only be entitled to participate in the benefits in Articles 9.05(a) and (c) and 13 upon successful completion of their probationary period.
- 8.10 Employees who hold a spare shifter position will not impose discipline on any bargaining unit employee.

ARTICLE 9 - SAFETY AND HEALTH

- 9.01 Safety and Health - Responsibility
- The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment and the employees shall cooperate with the Company in the promotion and maintenance of an adequate program of safety education.
- 9.02 **Safety Committee**
- (a) A Safety Committee comprising of two (2) employee members, from which shall be selected a Chairman and a Secretary, shall meet once a month for the purpose of inspecting the plant and a discussion of matters related to safety. Minutes shall be kept of each such meeting and a copy of such minutes shall be forwarded to the Chief Inspector, Department of Mines, and to the Workers' Compensation Board. Employee members of the Safety Committee shall be paid straight time rate for the time spent at Safety Committee Meetings.
- (b) The Safety Committee shall review and establish a list of duties suitable for light duty. The Committee shall forward the list of duties to an employee's physician for review. If the employee's physician is of the opinion that the employee is fit to perform light duty, he may be called in by the Company if there is light duty work available.
- 9.03 Any employee suffering injury while in the employ of the Company shall report such injury promptly.
- 9.04 Injured Employee - Daily Earnings
- If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's normal daily earnings for the day of injury.

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9.05 The Company will pay the cost, to the extent outlined below, of the safety features of the following items, when the wearing of these items has been made mandatory by Plant Rules and Regulations:

- (a) The Company will provide non-prescription safety glasses. The Company will also pay two hundred dollars (\$200.00) towards the cost of the prescription safety glasses, for those employees requiring them, once every twenty-four (24) months upon presentation of a valid receipt. The Company agrees to replace prescription safety glasses damaged on the job, provided such damage has been reported and verified by the end of the shift on which the damage occurs.
- (b) Hearing Protection - the Company will supply ear muffs at no charge to the employee.
- (c) The Company will contribute once each calendar year, up to a maximum of two hundred (\$200) dollars, by separate cheque, on January 10 of each year, towards the cost of the purchase of safety boots. Effective June 1, 2003, the maximum amount the Company will contribute towards the cost of the purchase of safety boots will increase to two hundred and twenty dollars (\$220.00).
- (d) Gloves will be supplied at no charge to all employees. The Company will exchange a new pair of gloves for gloves which the employee returns to the Company

9.06 Inspection Tour

A worker representative accompanying an officer of the Mines Inspection Branch or person authorized by the Mines Inspection Branch shall continue to be entitled to the same wage rate or other remuneration as if he were engaged in his normal work. The Company may object to the selection of a worker representative on the grounds that the withdrawal of that worker from his work would unduly impede production and another worker representative shall then be chosen; but the Company may only object to one selection on that ground.

- 9.07
- (a) The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and Supervisors. It is, therefore, recognized that every employee has the right to refuse to carry out any work or operate any equipment, tool or appliance if he has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
 - (b) An employee who refuses to carry out any work or operate any equipment, tool or appliance, in compliance with paragraph (a) above, shall immediately report the circumstances to his Supervisor.
 - (c) The Supervisor receiving the report shall immediately investigate the matter and ensure that any hazardous condition is remedied without delay, or, if in his opinion the report is not valid, he shall inform the employee who made the report.
 - (d) If the employee continues to refuse to carry out the work, the Supervisor shall make an investigation in the presence of the employee who made the report, together with another person having knowledge of the work in question and who is:
 - (i) a Union member of the OHSC, or his designate, or
 - (ii) a crew safety representative

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- (e) If following the investigation set out in paragraph (d) above, the matter is still unresolved, the matter shall be referred to the OHSC, who shall investigate and make recommendations to the Quarry Manager on a resolution to the matter. The Quarry Manager shall make a final determination in the matter, subject to review by the Ministry of Mines.
- (f) While the matter is under investigation, the employee(s) who refuses to work is entitled to be reassigned alternate work with no loss of pay and to return to the job in question when it is determined safe to do so. No employee will be required or permitted to perform work, where another employee has refused to work, unless the alternate employee, in the presence of the Union member of the OHSC, has been informed by the Supervisor of the reason for the refusal.
- (g) A Supervisor shall not knowingly perform or permit a worker to perform work which is, or could create, an undue hazard to the health or safety of any person.

9.08 The Union and the employees agree to cooperate with the Company in the observance of all safety rules promulgated from time to time. The Company agrees to post copies of all Safety Rules and Regulations. If it shall be necessary to discipline an employee for a failure to observe safety rules, the degree of discipline, but not the safety rule, may be the subject of grievance.

Safety rules or regulations that the Company finds necessary to proclaim from time to time, shall be made only after discussion with the Union Safety Committee.

9.09 (a) The Company agrees to pay the following premium to an employee who holds the required First Aid Certificate Level, and who is designated by the Company to be the First Aid Attendant during his shift.

Level 1 -- \$0.25 per hour

Level 2 -- \$0.50 per hour

Level 3 -- \$1.00 per hour

In the event that there are two (2) or more bargaining unit employees on a shift who hold a valid Level 3 First Aid Certificate, the Company agrees to designate the two (2) senior employees to be First Aid Attendants during their shift.

(b) The Company shall pay all costs, relating to the acquisition and maintenance of the required First Aid Certificate Level, for any employee whom the Company directs to take the course, and that employee shall be provided straight time pay for the hours that the employee is required to attend the course.

ARTICLE 10 - GENERAL PROVISIONS

10.01 Notice To Union Prior to Certain Changes: The Company agrees to advise the Union prior to discharging, laying-off, transferring, promoting or demoting any employee.

10.02 Bereavement Leave

In the case of death in the immediate family of any employee, the Company will grant him up to three ((3) days leave of absence with pay if he attends the funeral.

If he does not attend the funeral he will be granted one (1) day leave of absence with pay. "Immediate family" will mean spouse, parents, grandparents, parents-in-law, children, brothers, sisters, brother-in-law and sister-in-law, **spouse's grandparents** and grandchildren. "Brother-in-law" is defined to mean:

1. the brother of one's spouse

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2. the husband of one's sister
3. the husband of the sister of one's spouse

"Sister-in-law" is defined to mean:

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

For the purposes of this Article, "spouse" shall include "common-law" spouses, provided they have resided together for a minimum of twelve months and can prove the same to the Company's satisfaction.

"Parent" is defined to mean the natural parents, the current step-parents and/or the legal guardian of the employee.

An employee who must travel in excess of a radius of 500 miles to attend the funeral of a member of his "immediate family" will be granted up to a total of four (4) days leave of absence with pay.

10.03 An employee who serves as a juror or crown witness shall be paid the difference between the pay received for such duty and his regular pay, subject to the following conditions:

- (a) The employee must have 30 days of continuous service;
- (b) The days eligible for such payment shall be maximum of five (5) scheduled working days per week at his regular straight time rate for the duration of the jury duty;
- (c) The employee must work his regular schedule when not reached for actual jury duty.

10.04 Picket Line

It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if an employee refuses to cross a picket line which has not been declared illegal by a court of competent jurisdiction.

ARTICLE 11 - GRIEVANCES WILL BE PROCESSED AS FOLLOWS

11.01 (a) Informal Step

The employee is encouraged to make an earnest effort to resolve the complaint directly with his Supervisor. At his option, the employee may be accompanied by a Shop Steward or Grievance Committeeman.

(b) Step 1

The Shop Steward, Grievance Committeeman, or Grievance Committee, with the aggrieved employee, will attempt to settle the grievance with the Supervisor's superior. The Shop Steward, Grievance Committeeman, or Grievance Committee, as the case may be, shall advise the Supervisor's superior, in writing, of the nature of the incident giving rise to the grievance, the provision(s) of the Collective Agreement which has been violated, and the requested remedy.

If the grievance is not settled at Step 1, the Company representative present at the meeting will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

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If settlement is not reached, the grievance will proceed to Step 2.

(c) Step 2

The Quarry Manager, with other Company representatives, if he desires, and a Union representative, if available, a Shop Steward, Grievance Committeeman, or Grievance Committee, with the aggrieved employee, will attempt to settle the grievance.

If the grievance is not settled at Step 2, the Company representative present at the meeting will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached, the grievance will proceed to Step 3.

(d) Step 3

Arbitration

11.02 Time Limits (Working Days) and Steps Will Be as Follows:

<u>Appeal to</u>	<u>Time</u>	<u>Answer</u>
Step 1	Within 10 days of the grievor's knowledge of the occurrence of the grievance.	5 days
Step 2	Within 10 days of answer.	10 days
Step 3	Within 10 days of answer.	

The time limits, referring to providing notice to proceed to next step, may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

11.03 Discharge Cases: If an employee believes that he has been unjustly discharged, he shall be entitled to commence a grievance, in writing, at Step 2 within ten (10) working days from the date of dismissal.

11.04 Group or General Grievances: Grievances of a general or group nature will be put in writing (setting out the nature of the grievance, the provision(s) of the Collective Agreement which has been violated, and the remedy requested) and instituted at Step 2 within ten (10) working days of knowledge of the matter giving rise to such grievance. .

11.05 Time Limits:

- (a) If a grievance is not presented within the prescribed time limit of the applicable Step of the grievance procedure, or any agreed extended time limit, the grievance will, subject to paragraph (b) below, be deemed to be abandoned.
- (b) A grievance will not be deemed abandoned until forty-eight (48) hours (excluding Saturdays, Sundays and Plant Holidays) after written notice has been delivered, as per paragraph (c) or (d) below, that the grievance is outstanding.
- (c) Where the Union is presenting the grievance, the notice referred to in paragraph (b) above shall be delivered by the Company to the President of the Union or, in his absence, to another member of the Union Executive.
- (d) Where the Company is presenting the grievance, the notice referred to in paragraph (b) above shall be delivered by the Union to the Quarry Manager or, in

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his absence, to the Superintendent.

- 11.06 Adjustment of Grievance: The Union shall forthwith select three (3) of its members to be known as the Grievance Committee and will, within thirty (30) days from the date of this Agreement notify the Company in writing of the members of the Grievance Committee. When any change takes place in the membership of the Grievance Committee, the Union will, within one week, notify the Company in writing of such change. The Grievance Committee shall meet with the Plant Manager or other designated officials of the Company whenever matters arise which in its judgement should be discussed between them. The Grievance Committee may add up to two (2) members to the Committee at any time from any part of the plant, if in its opinion such addition will assist the discussion and settlement of any grievance or dispute. The Management on its part may ask for a meeting with the Grievance Committee at any time.

ARTICLE 12 - ARBITRATION

- 12.01 **Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation for arbitration.**
- 12.02 **Any matter referred to arbitration, as provided in 12.01 shall be submitted to a mutually agreed upon arbitrator. If the parties are not able to mutually agree upon the appointment of an arbitrator, either party may make application to the Labour Relations Board to appoint another arbitrator.**
- 12.03 **The arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award. The arbitrator shall deliver its award in writing to each of the parties and the award shall be final and binding upon the parties and upon any employee affected by it.**
- 12.04 **The arbitrator shall have the right to enter any premises where work being done or has been done by the employee or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any such differences.**
- 12.05 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements and one-half of the compensation and expenses of the stenographic and other expenses of the arbitration.

ARTICLE 13 - INSURANCE AND MEDICAL PLAN

- 13.01 (a) The Weekly Indemnity Plant shall provide for first day accident, fourth day sickness, 52 weeks. Benefits are a maximum of five hundred dollars (\$500.00), indexed to UIC as the above amount increases or decreases from time to time. Participation is compulsory in order to qualify for the full unemployment insurance rebate.
- In view of the improvement in Weekly Indemnity benefit and Company contribution, the 5/12th's portion of the premium reduction (employee's share) from the effective date, under the Unemployment Insurance Act, shall be retained by the Company.

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These changes will take place only for those employees who are actively at work as of the effective day for all other employees as of the first full day of active employment thereafter.

If, during the life of this Agreement, Federal and/or Provincial Government shall introduce legislation or amendments to existing legislation to provide benefits already covered by this plan, the Company shall have the right to full integration of both benefits and costs.

The Company will contribute the amount needed to maintain the actual level of benefits but will not be required to contribute a greater amount than presently outlined in this Agreement.

Any savings arising out of such integration shall be allocated in accordance with the cost of sharing agreements in force at the effective date thereof, and shall be used to reduce employee cost if applicable.

Group Insurance benefits will be administered in accordance with the terms and conditions of Group Insurance Policy.

- (b) **The Company will continue to contribute to an employee's group insurance, including medical, surgical, during absence due to sickness, accident, or lay-off, but excluding Weekly Indemnity during lay-off, for a period as described below, provided the employee pay his portion of the total monthly premiums in advance.**

Employees will be eligible for such coverage based on the following table of service:

**0 – 6 months of total service = 1 month of coverage
6 – 12 months of total service = 2 months of coverage
12 – 18 months of total service = 3 months of coverage
18 – 24 months of total service = 4 months of coverage
24 – 30 months of total service = 5 months of coverage
30 months or greater = 6 months of coverage**

- (c) Premium payments for Employee Group Insurance shall be paid by the Company.
- (d) Life insurance and Accidental Death and Dismemberment (AD&D)
Life Insurance - \$50,000
AD&D - \$50,000
- (e) Extended Health Benefit Plan: The Medical Services Association (MSA) Extended Health Benefits Plan (EHB) shall be maintained. Premium costs for the E.H.B. shall be borne by the Company.
- (f) In the case of an employee who voluntarily retires from employment with the Company after a minimum of thirty (30) years of service, the Company will reimburse the employee for one-half (½) of his premium costs for coverage under the B.C. Medical Services Plan up to and including the month in which the employee reaches age 65.
- (g) The Company shall provide a Vision Care Plan for all eligible employees and their dependents. The Plan shall provide for a maximum of two hundred dollars (\$200.00) per employee and his/her dependent for either glasses or contact lenses in any twenty-four (24) month period. Premium costs for the Vision Care Plan shall be borne by the Company.

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- (h) All benefit plan coverages, terms, conditions and specific eligibility requirements of the Plans pursuant to Article 13.01, as may be amended from time to time by the carrier, shall form part of this Collective Agreement. The Company agrees that the level of benefit coverages provided to employees pursuant to Article 13.01 shall not be reduced without the mutual agreement of the Union. The Company further agrees to keep the Union informed of changes made to the benefit Plans.

13.02

Long Term Disability Plan

- (a) Once eligible, the employee will be entitled to receive the following Long Term Disability benefit coverage as provided for in the Plan. Participation is compulsory for all eligible employees.
- (i) 66-2/3% of the employee's regular monthly wages, to a maximum monthly benefit of twenty-five hundred dollars (\$2,500); and
 - (ii) the benefit is payable following a waiting period of the employee being totally disabled for fifty-two (52) weeks; and
 - (iii) the benefit coverage will continue for the period of the employee's total disability, but not beyond the employee's sixty-fifth (65th) birthday.
- (b) The cost of the premiums for the LTD coverage shall be paid twenty-five percent (25%) by the Company and seventy-five percent (75%) by the employee. The employee's portion of the premium cost shall be paid by means of payroll deductions.
- (c) All LTD Plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plan provided by the carrier, as may be amended from time to time by the carrier. The Company agrees that the level of benefit coverages provided to employees pursuant to paragraph (a) above shall not be reduced without the mutual agreement of the Union.
- (d) Provided that the Company fulfills its responsibilities to pay its portion of the premiums for the LTD coverage, the Company cannot be held responsible or liable for the rejection of any claim by the carrier. The Company agrees to liaise with the employee or the Union and the LTD Plan carrier to ensure that the contracted benefit coverage is properly provided.

ARTICLE 14 - DENTAL PLAN

14.01

The Company will introduce a dental plan with participation compulsory for all employees covered by the bargaining unit.

Module I

The plan provides employees and their eligible dependents with reimbursement of 100%, of the cost of the following expenses: Diagnostic, Preventive Therapy, Oral Surgery, Minor Restorative Dentistry, Repairs of an existing appliance, Endodontics and Periodontics. (Details contained in Employee Booklet).

Module II

- (i) Major Restorative
- (ii) No Deductible
- (iii) Percentage Payable - **60%**

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Module III

- (i) Orthodontics
- (ii) Percentage Payable - 50%

ONLY THOSE TREATMENTS LISTED BELOW ARE ELIGIBLE:

- (a) Crowns and inlays, including gold and porcelain veneer fillings where other materials are not suitable.
- (b) The creation of an appliance (fixed bridgework, removable partial or complete dentures).
- (c) The replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) only under the circumstances set out below:
 - 1. If the existing appliance is at least 5 years old and cannot be made serviceable.
 - 2. If the existing appliance is temporary and is replaced with a permanent bridge or denture and takes place within 12 months of when the temporary appliance was installed.
- (d) Services of a licensed Denturist when practicing within the scope of his license.

- 14.02 Eligible Expenses: Eligible expenses under this plan are expenses for dental treatment recommended as necessary by a physician or dentist which are not in excess of the minimum fee specified in the Dental Fee schedule of the Province in which the employee resides.
- 14.03 Effective Date of Coverage: Eligibility for these benefits shall apply only to those who are actively at work on the effective date of the plan. If an employee is not actively at work on the effective date of the plan or any amendments thereof, coverage will commence when he returns to work full time. New employees will become eligible for coverage after six (6) months of continuous service.
- 14.04 Premium Cost: The premium cost of this plan shall be paid one hundred percent (100%) by the Company.
- 14.05 Coordination of Benefits: If an employee is insured simultaneously under any other plan which provides benefits similar to those provided under this plan, payments of benefits for that employee or his eligible dependents under this plan will be determined by the coordination of benefits provisions. The payments from all sources will not exceed the total of actual expenses incurred.
- 14.06 Integration with Government Plans: The plan will not provide like benefits where such are currently being provided by federal or provincial legislation. If during the life of this Agreement, federal or provincial governments shall introduce legislation to provide benefits already covered by this plan, the plan shall be amended so as to eliminate said benefits. Any resulting premium savings shall accrue to the Company so long as there are no costs attributable to the employee as a result of such integration.
- 14.07 Administration: The plan will be administered in accordance with the terms and conditions of the master policy. The decision as to the choice of administrative vehicle will be made by the Company.
- 14.08 All dental plan coverages, terms, conditions and specific eligibility requirements, as may be amended from time to time by the carrier, shall form part of this Collective

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Agreement. The Company agrees that the level of benefit coverages provided to employees pursuant to Article 14 shall not be reduced without the mutual agreement of the Union. The Company further agrees to keep the Union informed of changes made to the dental plan.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 Leave for Personal Reasons: Employees may request leave of absence for personal reasons. Such leave if granted will be without pay. The application must be submitted reasonably in advance to the Plant Manager, in writing, stating the reason for the requested leave. If the Company grants such a leave the Union will be advised in writing.
- 15.02 Conferences may be held between the Company and bargaining or negotiating groups of the Union at such mutually convenient times. During regular working hours employees who are members of such bargaining or negotiating groups will be allowed a reasonable length of time from their regular jobs at straight time payment to attend such conferences.
- 15.03 Any employee selected as a full-time representative of the Union, necessitating a leave of absence, shall be granted such leave of absence without pay, not to exceed one year, upon making written application to the Plant Manager.
- 15.04 Any employee selected as a representative of the Union, necessitating a leave of absence for legitimate Union business, shall be granted such leave of absence without pay, not to exceed one year, upon making written application to the Plant Manager.
- 15.05 Time spent as a delegate on authorized leave of absence for Union work, shall not in any way jeopardize his seniority.
- 15.06 The Company shall not be required to grant the privilege under this Article to more than two persons at the same time. The Company agrees that up to three (3) employees may attend collective bargaining sessions as part of the Union's bargaining committee. Up to three (3) employees shall be entitled to straight-time payment for their attendance at collective bargaining sessions during their regular working hours.
- 15.07 Maternity and Parental Leave
- (a) The maternity and parental leave provisions of the Employment Standards Act of B.C., as may be amended from time to time, are applicable to the employees covered by this Agreement.
 - (b) An employee who has completed her maternity leave pursuant to the Employee Standards Act may request a leave of absence without pay for maternity purposes for a period of up to an additional six (6) months. During such leave of absence, the employee may elect to have the benefit coverages in Article 13 and 14, which she is otherwise eligible to receive, maintained by the Company.
 - (c) The Company shall be entitled to recoup any premium costs it incurred in maintaining the employee on the benefit coverage under paragraph (b) above. The total amount of the costs incurred by the Company shall be recouped in equal installments per paycheque over the period of time which is equivalent to the length of the employee's leave. For example, if the employee's absence leave was for a period of three (3) months, the Company's costs shall be recouped in equal installments over a period of three (3) months from the date of the employee's return to work from the leave of absence.
 - (d) If the employee does not return to work from the leave of absence under paragraph (b) above, or if the employee does return to work from the leave but does not remain in

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employment with the Company for the period required in paragraph (c) for the Company to be able to recoup the full amount due to it, the Company shall be entitled to recover the remaining amount from the employee's final paycheck.

ARTICLE 16 - WAGES

- 16.01 Wage Schedule: The scale of wages is attached hereto as Supplement Number One, and is approved by both Parties and will remain in effect for the duration of this Agreement.
- 16.02 (a) If a new job is established, or if the content of an existing job is substantially changed, either by the occurrence of one change or accumulated changes over a period of time, during the term of this Agreement, the Company agrees to meet with the Union within (30) calendar days to negotiate a rate for the new job, taking into consideration present job classifications and present wage rates in Supplement Number One of this Agreement. Any increase in rate as a result of such negotiations shall be made retroactive to such date as may be agreed upon by the Company and the Union.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.
- 16.03 (a) An employee who is transferred to a job carrying a higher rate of pay shall receive the higher rate for the entire shift.
- (b) The Parties agree that the seniority principles set forth in Article 8.01 (a) will be applied in the case where the position is to be filled on a temporary basis for a period in excess of one (1) hour on a given shift.
- 16.04 In the case of an employee being temporarily transferred from his regular work, for any reason, for not more than 15 calendar days, he shall continue to receive his regular rate of pay if the work performed is of a lower category.

ARTICLE 17 - JOB POSTING

- 17.01 When a job becomes vacant or a new job is created, it shall be bulletined for a period of five (5) working days. During this time all employees will have the right to apply for the job. The job will be filled by the applicant with the most plant seniority in accordance with Article 8.01 of this Agreement. A final decision on all applications will be made with five (5) working days after termination of the plant posting period. If there are no applicants or if the applications received are not successful, the Company shall have the right to fill the job by hiring a new employee. One copy of the application shall be given to the Union. The Company will give serious consideration to the matter of providing fair and reasonable opportunities for on-the-job training.
- 17.02 The time periods described above will be extended to give employees on annual vacations, weekly indemnity or Workers' Compensation, or on approved leave of absence, the opportunity to apply for the job, but, in any case, the selection of a permanent applicant shall be made at the end of thirty (30) calendar days from the date of the posting.
- 17.03 The Company has the right to temporarily fill the job pending selection of a successful applicant. Experience gained under these temporary conditions shall not be deemed as experience when considering applications for the job.
- 17.04 The successful applicant will be given a trial period of up to six (6) weeks. If, during this six (6) week periods, the selected applicant proved to be unsatisfactory, he will be

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returned to his former position and all employees who were moved as a result of the move of the selected applicant will be returned to their former positions.

ARTICLE 18 - PENSION PLAN

18.01: Effective October 1, 2005, for all employees covered by this collective bargaining agreement employed prior to June 1, 2005, the Company will contribute \$ 2.30 per hour worked to the Vancouver Steelworkers Pension Plan (“the Steelworkers Pension Plan”). For employees hired on or after June 1, 2005, the Company will contribute \$1.50 per hour worked to the Steelworkers Pension Plan. Pension contributions shall increase as follows:

	6/1/2005	6/1/2006	6/1/2007	6/1/2008	6/1/2009
Employed before June 1, 2005	\$2.30	\$2.35	\$2.40	\$2.45	\$2.50
Employed on or after June 1, 2005	\$1.50	\$1.55	\$1.60	\$1.65	\$1.70

18.02: The contributions shall be delivered by mail (or such other method as may be agreed to) to the Steelworkers Pension Plan by the Company within 15 days after the end of each calendar month in which the pay period ends, or as soon as reasonably possible thereafter.

18.03: Upon reasonable request by the Trustees of the Steelworkers’ Pension Plan (the “Trustees”), the Company shall provide all information necessary to satisfy the Trustees that the Company is properly calculating and remitting contributions in accordance with this article. Such information will include, but may not be limited to:

- 1) a complete list of all employees in the bargaining unit in a given month, inclusive of employees who were hired after the commencement of the month and employees who were laid off or whose employment was terminated prior to the expiry of the month; and
- 2) for each employee listed, a list of the hours worked and social insurance number for each employee.

18.04: The Company shall provide to the Trustees such information as is necessary to enable the Trustees to properly administer the plan, including, without limiting the generality of the foregoing, all documentation and information as may be reasonably requested and which is necessary to calculate pension entitlements for beneficiaries and to enable the Trustees to comply with the Pension Benefits Standards Act.

18.05: The Union agrees that other than making contributions to the Steelworkers Pension Plan and providing information to the Trustees as required by articles 18.03 and 18.04 above, the Company has no other obligations with respect to the Steelworkers Pension Plan whatsoever, as such there shall be no penalties of any nature for terminating participation in this Steelworkers Pension Plan provided such is done through the collective bargaining process.

18.06: The Steelworkers Pension Plan and the Trust Agreement do not form part of this Collective Agreement and are not incorporated by reference into this Collective Agreement.

18.07: The Union and the Company agree that the Company’s obligations contained in this article, including the Company’s obligations to the Trustees, may be enforced at the

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instance of the Union pursuant to the grievance and arbitration procedures of this Collective Agreement.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

- 19.01 When in the opinion of the foreman an employee does not perform his duties satisfactorily or efficiently, the foreman must so register such complaint with the employee concerned with all reasonable promptness.
- 19.02 A complete record of each case of discipline administered, including suspension and dismissals from the Company's service, shall be kept in the employee's personal data file at the plant.

This record shall consist of:

- (1) offense charged,
- (2) **Supervisor's** or Superintendent's report regarding the offense,
- (3) Company's notice to the employee,
- (4) Final disposition of the case.

The employee shall sign this record of discipline as an acknowledgment of receipt, not necessarily acceptance, of the penalty. A copy of the disciplinary notation shall be sent to the Union.

When the employee concerned has previous breaches of discipline recorded against him, the dates of such records shall be included.

An employee's discipline record shall be canceled providing he has had a clear record for at least one (1) year from the date of the last offense.

- 19.03 (a) When an employee is to be disciplined for any reason, the Company shall provide the employee the opportunity to have a Union Executive member or Shop Steward present, provided that a Union Executive member or Shop Steward is readily available. If not readily available, the employee shall have the opportunity to be accompanied by another employee in the bargaining unit of his choice who is readily available.
- (b) Employee(s) who waive their right to Union representation shall do so in writing and a copy shall be given to the Union.
- (c) If the employee makes a claim that he has been unjustly disciplined, the matter shall be dealt with under the Grievance Procedure including Arbitration.

ARTICLE 20 - STRIKES AND LOCKOUTS

- 20.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 21 - HUMANITY FUND

- 21.01 The Company agrees to deduct on a quarterly basis the amount of six (6) dollars from the wages of all employees in the bargaining unit and to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining

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unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the local union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received at any time.

ARTICLE 22 - NO PERSONAL HARASSMENT

22.01 Prohibition Against Personal Harassment

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

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

22.02 Definition of Personal Harassment

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

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

22.03 Obligation

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

22.04 Procedure

- (a) In the event that any employee feels that they suffered any personal harassment, they may, in confidence, make an appointment with the Quarry Manager to present the complaint.
- (b) An employee, who alleges personal harassment has occurred in violation of the Article, shall have the right to initiate a grievance, through the Union, at Step 3 of the Grievance Procedure.
- (c) Any person employed by the Company, who is alleged to have committed an act of personal harassment in violation of this Article, shall be entitled to:
 - (i) be given notice of the substance of the complaint brought against him;

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and

- (ii) be given notice of, and to attend and participate in, any arbitration hearing which is held with respect to an employee’s grievance brought pursuant to paragraph (b) above.

ARTICLE 23 - APPRENTICESHIP PROGRAM

- 23.01 When the Company determines the need to create a new apprenticeship position, such position will be posted in accordance with Article 17.
- 23.02 The apprenticeship position shall be awarded to the senior applicant who meets the minimum standard for candidacy as an apprentice as established by the Ministry of Labour, Employment and Training Division.
- 23.03 The successful applicant for the apprenticeship position will be paid the General Labourer rate of pay. Upon successful completion of each annual examination, the apprentice’s wage rate will be increased by increments of twenty percent (20%) of the difference between the General Labourer rate of pay and the applicable Tradesman rate of pay.
- 23.04 An apprentice, who is absent from the job due to attendance at the Government Apprentice School, shall receive his regular wage less any allowances provided by the Government, excluding travel allowances. The Company shall pay all tuition costs, including text books, which may be required for the apprentice to attend the Government Apprentice School.
- 23.05 Should an apprentice fail to pass the annual examination, and is permitted to repeat the examination, the Company shall not be required to pay the regular wages or the tuition costs, pursuant to the regular wages or the tuition costs, pursuant to paragraph 23.04 above, during the apprentice’s repeat attendance at the Government Apprentice School.
- 23.06 An apprentice who fails to pass the annual examination on two (2) occasions, or who otherwise fails to complete the apprenticeship program, shall be reassigned to the classification he held prior to entering the apprenticeship program if there is a vacancy. Where no vacancy exists, the apprentice shall be assigned to the General Labourer classification.
- 23.07 In consideration of the payments provided under paragraph 23.04 above, the apprentice commits to remain in the employ of the Company throughout the apprenticeship program and for a period of three (3) years following his completion of the apprenticeship program.
- 23.08 In the event that the apprentice voluntarily resigns or retires from his employment with the Company prior to the completion of the period referred to in paragraph 23.07 above, the apprentice shall refund to the Company the cost of the payments (of the regular wage and tuition costs) provided to the apprentice pursuant to paragraph 23.04 above, on a pro-rata basis as follows:

Timing when the apprentice voluntarily resigns or retires	Amount of the total costs to be refunded to the Company
At any time while in the apprenticeship program, or during the first year from the date of completion of the apprenticeship program	100%

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During the second year from the date of completion of the apprenticeship program	66%
During the third year from the date of completion of the apprenticeship program	33%

23.09 Paragraph 23.08 above shall not be applicable in the cause of the apprentice's voluntary resignation or retirement is due to medical reasons.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement will be effective from **June 1, 2005** to and including **May 31, 2010** and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either Party to the other within the three (3) month period to the termination date.

24.02 Within five (5) days after receipt of any notice given pursuant to this Article by either Party, the Parties to this Agreement will commence negotiations. During the period of negotiations, this Agreement will continue in full force and effect.

24.03 By Agreement of the Parties hereto, the provisions of Section 50(2) and (3) of the Labour Relations Code are specifically excluded.

IN WITNESS WHEREOF the parties hereto have executed this Agreement reached on the 23rd day of August, 2005.

UNITED STEELWORKERS OF AMERICA, LOCAL UNION 882

ASH GROVE CEMENT COMPANY

/s/ Lloyd R. Grayson

/s/ David W. Ezell

/s/ Bruce Szumilak

/s/ Kenneth J. Rone

/s/ Ted Thomson

**Approved by:
UNITED STEELWORKERS OF AMERICA
DISTRICT 3**

/s/ Randy Gatzka

Blubber Bay Quarry

SUPPLEMENT NO. 1 - WAGE RATES

<u>JOB CLASSIFICATION</u>	6/1/2005	6/1/2006	6/1/2007	6/1/2008	6/1/2009
<u>MAINTENANCE DEPT.</u>					
Mechanic Leadhand	\$27.90	\$28.52	\$29.17	\$29.75	\$30.49
Mechanic	27.42	28.04	28.67	29.24	29.97
Welder	27.42	28.04	28.67	29.24	29.97
Electrician	27.42	28.04	28.67	29.24	29.97
Plant Maintenance Leadman	27.90	28.52	29.17	29.75	30.49
Plant Maintenance	27.42	28.04	28.67	29.24	29.97
Serviceman	26.39	26.99	27.59	28.14	28.85
Shop Utility	25.92	26.50	27.10	27.64	28.33
General Labourer	24.61	25.17	25.73	26.25	26.90
Sampler/Janitor	25.31	25.88	26.46	26.99	27.67
<u>PRODUCTION DEPT.</u>					
Loader Operator	27.28	27.89	28.52	29.09	29.82
Driller	26.80	27.40	28.01	28.57	29.29
Blaster	26.80	27.40	28.01	28.57	29.29
Utility Man	26.62	27.22	27.84	28.39	29.10
Dozer/Grader Operator	26.54	27.14	27.75	28.31	29.01
Truck Driver	26.46	27.06	27.67	28.22	28.92
Scowloader	26.80	27.40	28.01	28.57	29.29
Crusher	26.39	26.99	27.59	28.14	28.85

June 1, 2005 – May 31, 2010

Blubber Bay Quarry

LETTER OF UNDERSTANDING

**BETWEEN: ASH GROVE CEMENT COMPANY
 EMPLOYER**

**AND: UNITED STEELWORKERS OF AMERICA
 (ON BEHALF OF LOCAL UNION 882)
 UNION**

RE: Shop Helper

This is to confirm that the Company will have the duties of Shop Helper (Mechanic's Helper), as required from time to time, performed by the senior, qualified labourer.

For the purpose of this Letter of Understanding, it is agreed that an employee will be permitted to join the labour pool. If an employee exercises this option, he shall remain as a labourer until he successfully posts to another position or is assigned the duties of Shop Helper as these may be required from time to time. Further, an employee exercising this option shall be paid at the labourer's rate unless he is assigned to a higher rated position.

Agreement reached on the 23rd day of August, 2005.

Signed on Behalf of the Union:

Signed on Behalf of the Company:

/s/ Lloyd R. Grayson

/s/ David W. Ezell

/s/ Bruce Szumilak

/s/ Kenneth J. Rone

/s/ Randy Gatzka

/s/ Ted Thomson

June 1, 2005 – May 31, 2010

Blubber Bay Quarry

LETTER OF UNDERSTANDING

**BETWEEN: ASH GROVE CEMENT COMPANY
EMPLOYER**

**AND: UNITED STEELWORKERS OF AMERICA
(ON BEHALF OF LOCAL UNION 882)
UNION**

RE: Summer Students

This letter is to confirm the terms of our Agreement concerning the hiring of summer students.

The Company may hire summer students during the traditional university and college summer break up to and including August 31st in any given year. Apart from the wage rates set out below and the payment of union dues, summer students shall not be covered by the terms of the Collective Agreement.

The Following principles will apply to summer students:

1. Primary consideration for summer student jobs will be given to employee dependents.
2. The summer students must be going to further their education in the Fall at a school of higher learning.
3. The work period will be from the time school recesses in the Spring (May) until August 31st.
4. All students will be required to sign a form saying that they will terminate employment on August 31st.
5. All benefit coverage under Article 13, 14, and 18 of the Collective Agreement shall not apply to summer students.
6. Article 5.04 shall not apply to summer students except when they are performing duties paid at the "Job Posted" rate defined below.

The following jobs will be paid at the rate of \$10.00 per hour:

- general clean up excluding shops, conveyor belts and lifting heavy material near maintenance shops
- maintaining grass and gardens
- painting
- washing windows and vehicles (excluding heavy equipment)
- cleaning up and burning old wood from Secondary system when it is pulled down

June 1, 2005 – May 31, 2010

Blubber Bay Quarry

RE: Summer Students (cont'd)

The following jobs will be paid at the "Job Posted Rate":

- steam cleaning
- bug loading barge
- dry clean and wash floors, etc.
- sampling and preparation of samples
- tunnel man
- jackhammer
- any other work that is routinely performed by Union members on job site.

No student will be allowed to operate mobile production equipment if under the age of twenty-one (21). Student must receive a one (1) week training period on each type of mobile equipment before operating the same.

Agreement reached on the 23rd day of August, 2005.

Signed on Behalf of the Union:

Signed on Behalf of the Company:

/s/ Lloyd R. Grayson

/s/ David W. Ezell

/s/ Bruce Szumilak

/s/ Kenneth J. Rone

/s/ Randy Gatzka

/s/ Ted Thomson

June 1, 2005 – May 31, 2010

Blubber Bay Quarry

LETTER OF UNDERSTANDING

**BETWEEN: ASH GROVE CEMENT COMPANY
EMPLOYER**

**AND: UNITED STEELWORKERS OF AMERICA
(ON BEHALF OF LOCAL UNION 882)
UNION**

RE: Replacement of Tools

This letter of Understanding is to confirm the term of our Agreement concerning the replacement of hand tools broken or lost on the job.

In those classifications in which the Company requires employees to provide their own hand tools, the Company will replace or repair such tools not covered by replacement warranties provided the tool breakage or loss has been verified and reported by the end of the current shift on which the breakage occurs.

The Company also agrees to provide coveralls to drillers, spare coveralls and rain clothes as in the past.

Agreement reached on the 23rd day of August, 2005.

Signed on Behalf of the Union:

Signed on Behalf of the Company:

/s/ Lloyd R. Grayson

/s/ David W. Ezell

/s/ Bruce Szumilak

/s/ Kenneth J. Rone

/s/ Randy Gatzka

/s/ Ted Thomson

June 1, 2005 – May 31, 2010

Blubber Bay Quarry

LETTER OF UNDERSTANDING

**BETWEEN: ASH GROVE CEMENT COMPANY
 EMPLOYER**

**AND: UNITED STEELWORKERS OF AMERICA
 (ON BEHALF OF LOCAL UNION 882)
 UNION**

RE: TRAINING REMUNERATION

The Parties have agreed to the following terms concerning training remuneration for employees in the bargaining unit:

1. Subject to paragraph 4 below, an employee who is directed by the Company to take a training course shall be remunerated at his/her straight-time and/or overtime rate of pay, whichever is applicable pursuant to the terms of the Collective Agreement, for the hours that the employee is required to attend the course, up to a maximum of eight (8) hours per day.
2. With respect to any training course that an employee is directed by the Company to attend which is held within the Greater Powell River Area, the time that the employee will be considered to have commenced attendance at the course, pursuant to paragraph 1 above, shall be the scheduled departure time of the ferry which the employee takes from Texada Island to Powell River.
3. With respect to any training course that an employee is directed by the Company to attend which is held outside of Texada Island or the Greater Powell River Area, the employee shall, subject to paragraph 4 below, be paid eight (8) hours travel time at his/her straight time rate of pay, regardless as to whether:
 - (i) the actual travel time is for more or less than eight (8) hours, and
 - (ii) the travel occurs on a weekday or on the weekend.
4. An employee who, pursuant to paragraph 3 above, is required to travel outside of Texada Island or the Greater Powell River Area, and who attends the training course on the same day of travel to and from the course, shall be paid eight (8) hours for the day in the following manner:
 - (i) The employee shall be remunerated at his/her straight-time and/or overtime rate of pay, whichever is applicable pursuant to the terms of the Collective Agreement, for the hours that the employee is required to attend the course, up to a maximum of eight (8) hours for the day; and

June 1, 2005 – May 31, 2010

Blubber Bay Quarry

RE: TRAINING REMUNERATION (cont'd)

- (ii) The employee shall be remunerated for travel time at his/her straight-time rate of pay for the remainder of the eight (8) hours not paid pursuant to subparagraph (i) above.

Agreement reached on the 23rd day of August, 2005.

Signed on Behalf of the Union:

Signed on Behalf of the Company:

/s/ Lloyd R. Grayson

/s/ David W. Ezell

/s/ Bruce Szumilak

/s/ Kenneth J. Rone

/s/ Randy Gatzka

/s/ Ted Thomson

June 1, 2005 – May 31, 2010

Blubber Bay Quarry

LETTER OF UNDERSTANDING

**BETWEEN: ASH GROVE CEMENT COMPANY
EMPLOYER**

**AND: UNITED STEELWORKERS OF AMERICA
(ON BEHALF OF LOCAL UNION 882)
UNION**

RE: TEN (10) HOUR SHIFT SCHEDULES

The parties agree to the following regarding the implementation of ten (10) hour shifts at the Blubber Bay Quarry facility.

The Company retains the right to schedule employees to one of the following three (3) shift schedules:

- Monday through Thursday (four (4) / ten (10) hour shifts)
- Tuesday through Friday (four (4) / ten (10) hour shifts)
- Monday through Friday (five (5) / eight (8) hour shifts)

Employees assigned to work one of the two ten (10) hour shift schedules will be paid as follows:

- Straight (1x) time for the first ten (10) hours worked on a scheduled work day
- Double (2x) time for hours worked beyond ten (10) hours per day
- Double (2x) time for hours worked on non-scheduled days (Monday and Friday) provided the employee is requested to work by the Company
- Double (2x) time for hours worked on Saturday and Sunday
- Employees not working one (1) or more of their four (4) scheduled workdays (40 hours) will be permitted to make up such lost time on straight time (1x); if the employee request to work and provided the Company determines work is available
- Holidays:
 - Eight (8) hours holiday pay at straight (1x) time
 - Double (2x) for all hours worked (scheduled and unscheduled work on a holiday)

Ten (10) hour shift schedules will normally be as follows:

Maintenance Department:

- 6:00 am to 4:00 pm
- two (2) fifteen (15) minute paid breaks
- thirty (30) minute paid lunch period

Production Department:

- 7:00 am to 5:00 pm
- two (2) fifteen (15) minute paid breaks
- thirty (30) minute paid lunch period

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Blubber Bay Quarry

The Company will make every reasonable effort to afford ten (10) hours shifts to all regular full time employees; however if in the event efficient operations of the Blubber Bay Quarry facility becomes a factor the Company retains the right to schedule employees to a Monday through Friday eight (8) hour shift.

In the event Blubber Bay Quarry returns to two or three shift operations, employees will be reassigned to eight (8) hour shifts, unless agreed to otherwise by the parties.

Employees with special considerations may apply to remain on their current eight (8) hour shift schedule.

For the purpose of pay provisions of the Labour Agreement will be converted to hours (i.e., employees will be granted bereavement leave up to 24 hours, etc.)

Either party may, with a thirty (30) day written notice to the other party, revoke this Memorandum of Understanding. The party requesting revocation of this Memorandum of Understanding must provide the other party with a written justification at the time of such a request.

Agreement reached on the 23rd day of August, 2005.

/s/ Lloyd R. Grayson

/s/ David W. Ezell

/s/ Bruce Szumilak

/s/ Kenneth J. Rone

/s/ Randy Gatzka

/s/ Ted Thomson

June 1, 2005 – May 31, 2010