

# **AGREEMENT**

Working Conditions  
And Wage Schedule

## **RICHMOND PLANT**

As agreed to by:

**LAFARGE CANADA INC.**

AND

**CEMENT, LIME, GYPSUM AND ALLIED WORKERS'  
DIVISION,  
INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS**

**A.F.L.-C.I.O.-C.L.C.**

**LOCAL LODGE NUMBER D385**

November 1, 2008 - October 31, 2012

ARTICLE	SECTION	PAGE
<b>AGREEMENT</b>		
Duration	23.01	42
Changes to Agreement	23.03	43
<b>ANNUAL VACATIONS</b>		
Vacation Entitlement	7.01	15
Vacation Request	7.03	15
Vacation Pay	7.04	16
Vacation Banking	7.06	16
<b>APPRENTICESHIP PROGRAM</b>		
	25.01	44
<b>BENEFIT PLAN</b>		
Payment	20.01	39
Deductible	20.02 (a)	39
W.I.P.	20.02 (b)	39
Dental	20.02 (c)	40
Pension	20.02 (e)	41
Welfare Committee	20.03	41
<b>BULLETIN BOARDS</b>		
	14.01	24
<b>C.O.L.A. CLAUSE</b>		
		47
<b>CONCLUSION</b>		
Obligation to Agreement	22.01	42
	22.02	42
<b>CONTRACTING OUT</b>		
Production	1.03	2
Maintenance	1.04	3
Construction	1.05	3
<b>DEFINITION BARGAINING UNIT</b>		
	1.01	1
<b>DISCHARGE and SUSPENSION</b>		
	12.01	21
<b>EMPLOYMENT</b>		
New Hires	3.01 (a)	4
Union Membership	3.01 (b)	4
Students	3.01 (c)	4

ARTICLE	SECTION	PAGE
Probation Period	3.01 (d)	4
Temporary Employees	3.01 (e)	4
Union Dues	3.02	5
<b>GRIEVANCE PROCEDURE</b>	13.01	22
<b>HOURS OF WORK</b>		
Day Workers Schedule	4.01 (a, b, c)	5
Shift Workers Schedule	4.01 (d, e, f)	6
Classified Shift	4.01 (e)	6
Guarantee of Hours	4.02	6
Reporting For Work	4.03	6
Absenteeism Notification	4.04	7
Seventy-Two (72) Hours Notice	4.05	7
Overtime Cancellation	4.06	8
<b>JOB POSTINGS</b>		
Job Vacancies	17.01 - 17.07	28
B Operators	17.08	30
A Operators	17.09	31
Lab Technicians	17.10	32
Training Periods	17.11	33
<b>JOB SECURITY</b>	19.01	35
<b>LEAVES</b>		
Union-Representative	18.01	33
Union Business	18.02	34
Compassionate	18.03	34
Special	18.04	34
Staff Promotion	18.05	34
Jury Service/Witness	18.06	35
Bereavement	18.07	35
<b>LETTERS OF UNDERSTANDING</b>		
Contracting Out		49
<b>Reduction in Plant Operations</b>		52
<b>Banked Overtime</b>		53
Clarification of Lead Hand Concept		54
All Lead Hands		55

ARTICLE	SECTION	PAGE
<b>LETTERS of UNDERSTANDING</b> <i>continued</i>		
Production Support Worker		56
Vision Care		57
Hole Watch Overtime Scheduling		58
Office Workers		59
<b>A and B Operator Reorganization</b>		60
Process Operator Reorganization		61
<b>MEETINGS</b>		
Union-Management	10.01 (a)	19
Grievance	10.01 (b)	19
Interviews ( <b>Union Representation</b> )	10.03	20
Training Committee	10.04	20
<b>NOTES</b>		
Definition of Emergency		44
Process Audits	1.02	2
Non-Continuous Shift	4.01 (d)	6
Graduated Return to Work	4.03	7
Change of Shift	4.05	8
Definition of 24 Hour Period	5.02	9
Callout/Shift Change	5.03	10
Transportation Provided	5.10	12
Sunday Premium	9.01	17
Cost Reimbursement	15.02	25
IBB/Lafarge Safety Orientation		49
Maintenance Day Overtime		51
PSW – 10 Hour Shift		56
<b>OVERTIME</b>		
Time and One-Half (x1.5)	5.01	8
Double Time (x2)	5.02	9
Call-Outs(x2)	5.03	9
Travel Time	5.03 (b)	10
Triple Time (x3)	5.04	10
Rest Period	5.05	10
Layoff Condition	5.06	11
Pyramiding	5.07	11
Distribution of Overtime	5.08	11
Overtime Meals	5.09	12

ARTICLE	SECTION	PAGE
<b>OVERTIME</b> <i>continued</i>		
Transportation	5.10	12
Emergency Overtime	5.11	13
<b>PREMIUM RATES</b>		
Sunday Premium	9.01	17
Shift Differential	9.02	17
Training	9.03	18
Foreman	9.04	18
Travel	9.05	18
First Aid Ticket	9.06	19
Christmas Bonus	9.07	19
<b>PROBATIONARY PERIOD</b>	3.01 (d)	4
<b>RECOGNITION</b>		
Union	2.01	3
Management	2.03	4
<b>SAFETY</b>		
General	15.01	24
Protective Clothing	15.02	25
Job Hazard – Work Refusal	15.03	25
Safety Committee	15.04	25
Monthly Departmental Safety Meetings	15.05	26
Lock Boxes – lock and unlock	15.06	26
National Safety Rep Visits	15.07	26
<b>SENIORITY</b>		
Seniority List	16.01	26
Notice of Lay-off	16.02	26
Lay-Off	16.03	27
Notice to Return	16.04	27
Temporary Lay-Off	16.05	27
Bumping	16.06	28
<b>SHIFT SCHEDULES</b>		62

ARTICLE	SECTION	PAGE
<b>STATEMENTS OF INTENT</b>		
Definition of Inspect	1.02	2
Planned Shutdown	1.04	3
WIP (Weekly Indemnity Plan)	6.02	14
Training	9.03	18
WIP (Weekly Indemnity Plan)	20.02	40
New Works – New Works Committee		51
<b>STATUTORY HOLIDAYS</b>		
Statutory Holiday Pay	6.01	13
Statutory Holidays	6.02	13
Statutory Holiday Falling on Weekends	6.03	14
Statutory Holiday Scheduling	6.04	14
Statutory Holiday Falling During Annual Vacation	6.05	14
<b>SUCCESSOR CLAUSE</b>	24.01	44
<b>UNION ACTIVITIES</b>		
General Activities	11.01	20
Union Meetings	11.02	20
<b>WAGE SCALE – Appendix A</b>		46
<b>WAGES</b>		
Pay Days	8.01 (a)	16
Pay Errors	8.01 (c)	16
Pay Statements	8.01 (d)	16
Higher Classification	8.02 (a)	17
Two or More Jobs	8.02 (b)	17
Job Content Change	8.03	17
<b>WORKING CONDITIONS</b>		
Lunchrooms, Showers, Lockers etc.	21.01	42
Tradesperson’s Tools	21.02	42
Time Sheets	21.03	42

AGREEMENT ENTERED INTO this 27th day of May, 2009

BETWEEN

LAFARGE CANADA INC.  
Richmond Plant  
(Western Region)  
having its Regional Office in the City of Calgary,  
hereinafter call the "Company"  
PARTY OF THE FIRST PART:

AND

CEMENT, LIME, GYPSUM AND ALLIED WORKERS' DIVISION,  
INTERNATIONAL BROTHERHOOD  
OF BOILERMAKERS, IRON SHIP  
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS  
A.F.L.-C.I.O.-C.L.C.  
Local Lodge Number D385, Richmond, B.C.  
hereinafter called the "Union"  
PARTY OF THE SECOND PART

WITNESSETH THAT:

The Parties hereto have agreed as follows:

## **ARTICLE 1 - DEFINITION BARGAINING UNIT**

- 1.01** The term "employee" or "employees" as and wherever used in this Agreement shall include all production, maintenance, **stores** and office employees, including laboratory employees and janitor, but shall definitely exclude the following:
- (a)** All executive, engineering, technical and supervisory staff.
  - (b)** Personnel working for and paid by contractors engaged by the Company to carry out construction work.

## 1.02

It is understood that the Company shall not permit any employee excluded from the Bargaining Unit to do the work customarily performed by a member of this Union, except as outlined in the following clauses: Any employee excluded from the Bargaining Unit will not take the place nor do the jobs of members of the Bargaining Unit. It is understood that they may instruct, inspect, or in case of emergency, take the action necessary to avoid injury, loss of life, or loss of property, material or machinery, except in these cases, they may not handle or transport materials or **operate mobile equipment for operational purposes** nor service Company's vehicles, within the Company's operation.

**Note: Engineering, technical and supervisory staff will not be restricted from handling, testing and transporting material and equipment during process audit tests that are not part of normal bargaining unit work provided hourly employees are involved in such audits.**

For any violation of the rules described in this Section, the Company shall be required to pay a minimum of four (4) hours at the applicable hourly rate to the employee or employees eligible to be called in accordance with Article 5.08 and/or 5.11, unless such employees were unavailable or declined the work in question.

Statement of Intent - "Inspect": Excluded employees will be permitted to remove inspection covers and use instruments in the operation of their duties. They are specifically restricted from cleaning and making adjustments, alterations or repairs.

## 1.03

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

- 1.04** The Company agrees that no maintenance work required by the Company operation will be contracted out except in an emergency or during a major maintenance shutdown, or occasional work requiring equipment or abilities not available at that plant, and only then providing that this contracting out will not result in a lay-off of members in the Bargaining Unit.

Statement of Intent: Planned Shutdowns

The Company commits to having shutdown meetings with Lead-Hands/Electrical and Mechanical Hourly representation approximately one (1) month prior to start of Shutdown. The Company's intent is to engage the workforce in the planning, coordination and execution of major maintenance work.

The parties agree to meet at least once per year to review this above process.

- 1.05** All construction work, which may be contracted out will only be awarded to and performed by contractors whose employees are all members of a union.
- 1.06** Qualifications set by the Company for any job in the Bargaining Unit must be reasonable, necessary, and relevant to the performance of such job.
- 1.07** As used in this Collective Agreement, all references (e.g., he, his, they, their) shall be deemed to include the feminine as well as the masculine.

**ARTICLE 2 - RECOGNITION**

- 2.01** The Company recognizes the Union as the sole collective bargaining agency for all employees of Lafarge Canada Inc. at its operations located at Richmond.
- 2.02** It shall not be a violation of the Agreement or cause for **discipline or discharge** if an employee refuses to cross a picket line which has not been declared illegal by a court of competent jurisdiction or refuses to handle material produced by a plant at which a legal strike is in progress.

**2.03** It is the Company's right to operate and manage its business in all respects in accordance with its responsibilities and commitments provided it does not violate the specific terms and conditions of this Agreement, and abides by all applicable provincial and federal statutes including the Human Rights legislation.

The Company has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that they are fair, reasonable and are not inconsistent with this Agreement.

Nothing in the Article shall be interpreted to prejudice other unspecified traditional rights of Management.

### **ARTICLE 3 - EMPLOYMENT**

**3.01 (a)** The Company retains the right to hire all employees and shall notify the Union in writing of all newly hired employees within **one (1)** week of hiring, giving the date of hire and the job classification to which they have been assigned.

**(b)** All employees within the Collective Bargaining Unit covered by this Agreement must become members, maintain membership in this Union and pay to the Union an amount equal to the initiation fee and regular monthly dues upon sixty (60) calendar days from the date of employment, or the effective date of the Agreement, whichever is the later.

**(c)** Employees who are retained for less than thirty (30) calendar days, but for greater than ten (10) calendar days, shall be deducted the sum of twenty-eight (\$28.00) dollars which will be remitted to the Union and applied towards initiation fees.

The Company agrees to deduct union dues from each student, temporary and casual employee for each day worked in a calendar month.

**(d)** All newly hired employees not including any employees on the seniority list shall be considered to be on probation for **ninety (90)** calendar days from the date of hire and shall be subject to termination during such period at the discretion of the Company.

**(e)** The Company agrees that before hiring temporary employees, because the work force is fully employed, the matter will be discussed

with the Union. Upon hiring any temporary employees, the Company shall notify the Union in writing of all newly-hired temporary employees within **one (1) week** of hiring, giving the date of hire and the job classification to which they have been assigned and the expected time frame in days of their employment.

Temporary employees shall not accumulate seniority during their period of employment with the Company, which shall not exceed **ninety (90)** calendar days in each calendar year unless a longer period is mutually agreed to by the parties. It is understood that if a temporary employee exceeds **ninety (90)** calendar days due to an administrative error, that employee will immediately be terminated without acquiring seniority rights. Should any of them be subsequently hired by the Company on a permanent basis, their seniority will commence as of the date of such permanent hire.

- 3.02 (a)** The Company agrees to deduct from the pay cheque of all employees initiation fees and dues in accordance with Clause 3.01 (b) and (c). Assessments, as authorized by the Union's Constitution and By-Laws, will also be deducted from the pay cheque of Union members. The Company will remit such deductions monthly to the Financial Secretary of the Union. Employees must individually authorize the Company in writing to make such deductions.
- (b)** The Company agrees that on the official request of the Union it will furnish the Union with full information of the job title and rate of pay of any member of the Bargaining Unit.

## **ARTICLE 4 - HOURS OF WORK**

- 4.01 (a)** Day Employees Work Week  
The standard working week for day employees shall be forty (40) hours in five (5) consecutive days of eight (8) hours each, Monday to Friday.
- (b)** For calculation purposes, the week for day employees shall be considered as the seven (7) consecutive days beginning at 00:01 A.M. Monday.
- (c)** Day Employees Work Day  
The standard working day for day employees shall be the eight and

one-half (8.5) consecutive hours commencing at 7:00 AM with one-half (1/2) hour unpaid lunch break.

By mutual agreement with the Union, the regular starting time can be changed from time to time to meet operational requirements.

**(d) Shift Employees' Work Week**

The standard work week for employees' working continuous shifts shall be in accordance with the Shift Schedule attached to this Agreement, which provides for two (2) twelve (12) hour shifts per day, seven (7) days per week. This schedule to be effective during the life of this Agreement.

Note: For non-continuous shifts, unless otherwise agreed, shift workers will be assigned to eight (8) hour shifts.

**Definition: A non-continuous shift is a shift other than day shift that does not operate twenty-four (24) hours a day, seven (7) days per week.**

**(e)** For calculation purposes, the week for continuous shift employees shall be considered as the seven (7) consecutive days beginning at 00:01 A.M. Sunday.

**(f) Shift Employees' Work Day**

**The normal shift for continuous shift workers will be six (6) AM to six (6) PM and six (6) PM to six (6) AM. This schedule to be effective during the life of this agreement and may be changed by mutual agreement.**

**(g)** The parties mutually agree that the Company shall have the right to employ two (2) Millwrights and two (2) Electricians who will be engaged to form a day shift providing service seven (7) days a week. Any additions to the above provisions shall be negotiated between the parties and subject to mutual agreement as per Clause 23.03.

**4.02** No employee shall receive less than forty (40) hours of straight time pay, in addition to any premium rates that might apply, in any one (1) work week as a result of rearrangement of working hours to suit the Company's convenience.

**4.03** Any employee who is required to report for work shall be given at least four (4) hours straight time and shall receive full time pay for all

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

Note: Employees returning to work on Graduated Return to Work Programs from **WorksafeBC** or WIP benefits will receive total earnings of no less than the value of their benefit entitlement.

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

**4.05** All employees shall be given seventy-two (72) hours notice of change of their regularly scheduled hours, including assignment to shift work, with confirmation in writing.

When the Company is unable to give employee(s) the seventy-two (72) hours notice prior to changing their regularly scheduled hours, the employee(s) shall be paid at the rate of double time (x2) for all hours worked during such period of the seventy-two (72) hours notice.

All employee(s) whose regularly scheduled hours are changed due to planned kiln and related equipment shutdowns four (4) per year, will be given **seventy-two (72)** hours notice prior to such change, with confirmation in writing.

When the Company is unable to give employee(s) the **seventy-two (72)** hours notice prior to changing their regularly scheduled hours, the employee(s) shall be paid at the rate of double time (x2) for all hours worked during such period of the **seventy-two (72)** hours notice.

**Following maintenance shutdowns, any day-shift employees scheduled to shift work will normally be returned to their regular day shift commencing on the Monday of the week after the date the equipment is returned to normal operation, and in no event later than the end of one (1) full week after the date the equipment is returned to normal operation.**

**Note: In the event that personal contact regarding a shift schedule is not possible, the next employee on the appropriate list will be contacted.**

**4.06** If any employee is requested to remain on the job to work overtime and if the overtime is subsequently cancelled, one (1) hour at the applicable overtime rate shall be paid to such employee.

## **ARTICLE 5 - OVERTIME**

**5.01** Overtime pay at the rate of one and one-half (x1.5) times an employee's regular hourly rate of pay shall be paid for work performed under one of the following conditions:

- (a)** For day workers, for work in excess of forty (40) hours per week.
- (b)** For shift workers, for work in excess of scheduled work week.
- (c)** For day workers, for work in excess of eight (8) hours in any one (1) day, or, for work in excess of eight (8) hours in any twenty-four (24) hour period.
- (d)** For shift workers, for work in excess of twelve (12) hours in any day, up to fourteen (14) hours.
- (e)** For day workers, for work on Saturday.
- (f)** For shift workers, for the first eight (8) hours of work performed on any assigned day off, provided such day is not a Sunday.
- (g)** For any overtime worked a minimum of one-half (1/2) hour at applicable overtime rate shall be paid. (This shall in no way interfere with the call-out provisions in Clause 5.03).
- (h)** Time and one-half (x1.5) or the applicable overtime rate will be paid for one-half (1/2) hour to a day worker who is directed to work through **or part of his/her** lunch period (12:00 Noon to 12:30 PM). The lunch

period shall be taken later during this normal shift for which time they shall be paid.

- (i) For shift workers, for the final four (4) hours of every scheduled forty-eight (48) hour work week. (This compensates for overtime required to cover the full week.)

**5.02** Overtime pay at double (x2) an employee's regular hourly rate of pay shall be paid for work performed under the following conditions:

- (a) For day workers, for work in excess of forty-eight (48) hours per week.
- (b) For shift workers, for work in excess of forty-four (44) hours in the thirty-six (36) hour week or fifty-two (52) hours in the forty-eight (48) hour week.
- (c) For day workers, for work in excess of ten (10) hours in any twenty-four (24) hour period.
- (d) For shift workers, for work in excess of fourteen (14) hours in any twenty-four (24) hour period.
- (e) For day workers, for work in excess of eight (8) hours on Saturday and for all overtime worked on a Sunday.
- (f) For shift workers, for work in excess of eight (8) hours on assigned days off and for all overtime worked on a Sunday.

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

**5.03** "Call-Out" - double time (x2) to be paid for all call-outs with a minimum of three (3) hours pay at double time (x2) for each call-out.

- (a) "Call-Out" is defined as:
  1. Any overtime worked on days off for which less than thirty-six (36) hours of notice has been given, it being of no consequence where the notice was given (at home, at work, or elsewhere).

2. At any time notice is given to the employee that requests them to work before or after their regular working hours, if the notice is given while the employee is off duty; this includes notice after the whistle has blown or the clock has ended their regular shift.
3. At any time an employee is required to return to the plant (with less than thirty-six (36) hours notice being given).

Note: A change of shift (change of regularly scheduled hours) will be paid as per Article 4.05 only.

- (b)1 One (1) hour travelling time at an employee's regular hourly rate will be paid for each such call-out. Employees will receive a travel time rate that is equal to the rate of the job performed on the call-out.
  2. On notification of a call-out, the Company will advise the employee of the nature of the work to be done.
  3. It is understood that in the event of a call-out no duties will be added for the purpose of making up time, except when another emergency breakdown occurs after notice has been given or after the employee has started work and before originally specified purpose call-out has been completed.
- (c) Double time (x2) will be paid for all overtime and call-outs on a Sunday.

**5.04** Triple time (x3) will be paid for the following: For scheduled over-time shifts and call-outs on a Statutory Holiday in addition to their straight time pay under Clause 6.02.

**5.05 (a)** Where an employee has been required to work more than four (4) hours of overtime or in excess of fourteen (14) consecutive hours, they shall have a ten (10) hour break before returning to work and commencing their regular shift. Failing this, it is understood that they will remain on the premium rate of pay until such time as they have had a ten (10) hour rest period.

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

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

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

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

- (c) Notwithstanding the provisions of this Article, when a continuous production shift employee fails to report to work, their shift may be split by asking the present employee working to remain on the job for up to two (2) hours, then covering the balance of the shift by a call-out for the next ten (10) hours.
- (d) Where it is known prior to 11:00 AM that an employee will be required for a job that will extend past 3:30 AM the following day, the employee shall go home at 11:00 AM to return at 7:30 PM.

By mutual agreement, the above hours can be changed.

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

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

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

with the shift schedule which is attached hereto and made part hereof, to be effective during the life of this Agreement. The Company shall maintain weekly overtime lists for each department.

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

**5.09** An employee shall be provided with a hot meal:

- (a) After working one (1) hour of overtime following the completion of their regular shift, with a further hot meal every successive four (4) hours worked thereafter.
- (b) When an employee is called out (including prior to the start of their regular scheduled shift) after one (1) hour and every successive four (4) hours thereafter.
- (c) When working scheduled overtime, employees will be provided with a hot meal immediately following four (4) hours of work and every successive four (4) hours thereafter if remaining on overtime.
- (d) In the event that the Company is unable to supply overtime meals, effective November 1, 2005, it is agreed that a meal voucher redeemable at a local restaurant will be provided with a value of fifteen (\$15.00) dollars. Overtime meals to be provided from the cafeteria on day shift if six (6) or more staying over and on night shift if ten (10) or more staying over. Both parties agree to be flexible on this issue.

The employee will continue to work until the delivery of the meal at which time they will be allowed one-half (1/2) hour, for which they shall be paid, to eat their meal.

**5.10** Transportation from the plant to an employee's home will be provided by the Company when due to an emergency an employee has been compelled to remain on the job after the completion of their normal shift and thereby misses their normal transportation home.

Note: This does not apply to voluntary overtime.

**5.11** When emergency overtime is required, the junior employee in the department, that is with plant seniority, will be required to work. When such junior employee has already worked twelve (12) hours or more during the twenty-four (24) hour period, commencing with the start of their regular shift, the overtime in question will be offered to, and worked by, the employee(s) next up on the seniority list who has not worked overtime that day.

## **ARTICLE 6 - HOLIDAYS - STATUTORY**

**6.01** Time and one-half (x1.5) shall be paid for all work performed on the Statutory Holidays appearing below in addition to the eight (8) hours straight time pay received by all employees not working. For the purposes of this section, the Statutory Holiday shall be defined as a twenty-four (24) hour period beginning with:

Zero (00:00) hours to zero (00:00) hours.

**6.02** Employees will be paid at the rate of eight (8) hours straight time for the following Statutory Holidays when not worked: New Year's Day, Good Friday, Easter **Sunday**, Victoria Day, Canada 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 an employee shall not be entitled to be so paid:

- (a)** If they do not work on such holidays when they have been required or scheduled to do so, it being understood that the Company will give four (4) **calendar** days notice if they are requested to work said holiday, except in case of emergency breakdown.
- (b)** If they are absent without good cause on the scheduled working day immediately preceding or succeeding such holiday.
- (c)** If they shall not have worked within the thirty (30) **calendar** day period immediately preceding the date of the holiday. It is understood that if an employee, who has at least one (1) years seniority, is laid off, they shall receive, at the time they are laid off, pay for any of the above named holidays that fall within the thirty (30) **calendar** day period immediately following the date of their lay-off.

- (d) If they are in receipt of Group Wage Indemnity Benefits at the time of such holiday on an established claim.

**Statement of Intent (Effective Date of Ratification-June \_\_, 2009)**

- If a Statutory Holiday falls within the first three (3) days, full stat pay eight (8) hours shall be paid at the applicable rate for that statutory holiday day (one hundred (100%) percent stat pay only for that day).
- No statutory holiday pay after the first three (3) days of an established claim.
- Seventy (70%) percent (1/7 of 70% of weekly wages) to be paid by the Carrier daily for days off of an established claim (days #4, 5, 6,..... of an established claim).

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

(b) Statutory Holidays which fall on a weekend will be observed, for operating shift jobs only, on the days that they fall. Operating Shift Jobs: **A Operators and B Operators and** those Production Support Workers assigned to a continuous shift.

6.04 The Company shall post a notice listing those employees who are to work on the day to be observed as a Statutory Holiday at least four (4) **calendar** days prior to such holiday. If the Company instructs a listed employee not to work on the holiday less than four (4) **calendar** days prior to the holiday, then the Company shall pay the affected employee or employees eight (8) hours pay at time and one-half (x1.5) in addition to the straight time pay being received by all employees not working on that Statutory Holiday.

6.05 (a) It is further understood that when the Statutory Holidays listed above in Clause 6.02 occurs during the employee's vacation, they shall receive payment for such Statutory Holiday in addition to the regular vacation pay plus one (1) extra day off without pay added to their vacation. This clause refers to all employees covered by this Agreement.

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

## ARTICLE 7 – ANNUAL VACATIONS

**7.01** After one (1) year's service and up to three (3) years service an employee shall receive two (2) weeks vacation with eighty (80) hours pay or four (4%) percent, whichever is the greater. After three (3) years service and up to eight (8) years service an employee shall receive three (3) weeks vacation with one hundred twenty (120) hours pay or six (6%) percent, whichever is the greater. After eight (8) years service up to seventeen (17) years service, an employee shall receive four (4) weeks vacation with one hundred sixty (160) hours pay or eight (8%) percent, whichever is the greater. After seventeen (17) years service, an employee shall receive five (5) weeks vacation with two hundred (200) hours pay or ten (10%) percent, whichever is the greater. (Reference point to wages will be the last T-4 slip).

**7.02 (a)** In no event shall any employee who is on lay-off, be required to take their vacation during periods of plant shutdown or curtailment of operations.

(b) An employee may, if they so wish, take their vacation all at one time, at a time to suit the employee, provided that the Company's operations are not adversely affected.

(c) If a shift employee applies for an additional one (1) day leave of absence at the time they apply for their vacation, they will be granted this extra one (1) day.

(d) The Company agrees to process reasonable Leave Of Absence requests without pay for shift workers, out of the normal vacation period of July 1st to Labour Day, of up to **forty-eight (48) hours**, once per year, providing sufficient notice is given and that a trained relief person is available for the period requested.

This would be in addition to and have no bearing on any normal extended L.O.A. requested.

**7.03** Employees shall apply to the Company for annual vacations not later than the 1st of April and such vacations shall be granted for the

periods applied for. When vacation periods conflict, preference shall be given to employees in accordance with their seniority in the Company. The vacation schedule shall be posted on the 1st of May. Vacations may be taken collectively at a time agreed to by the Company and the Union. The Company will respond within two (2) weeks of the employee's request for vacation.

- 7.04** Vacation pay shall be paid to the employee on the pay day preceding their vacation, but not less than two (2) of their working days prior to the beginning of their vacation.
- 7.05** Provisions of the Annual Holiday Act will apply to all employees leaving the Company's employ after less than one (1) year's service. In case of termination of an employee for any reason after one (1) year's service, the Company shall pay to them, or in the event of their death, to his beneficiary designated under the Company's group life insurance plan, any and all vacation pay due to them.
- 7.06** Hourly employees who are entitled to five (5) weeks of vacation will have the option of banking the fifth week for the purpose of early retirement. This banked vacation can only be taken immediately prior to retirement and will be paid at the employee's applicable rate of pay at retirement.
- 7.07** Vacation day(s) taken shall be counted as day(s) worked for the purpose of computing overtime.

## **ARTICLE 8 - WAGES**

- 8.01 (a)** Employees covered by this Collective Agreement shall be paid on alternate Thursdays.
- (b)** The wage schedule shall be attached hereto and made a part hereof to be effective on **November 1, 2008** and shall remain in effect for the term of this Agreement and each year thereafter unless notice is given in accordance with Article 23.
- (c)** Verified pay errors are to be corrected and the necessary adjustments made within one (1) day.
- (d)** The Company shall furnish a detailed statement with each pay cheque for each employee, showing amount of hours and the rate of

pay applicable to all hours worked, details of all deductions, etc.

- 8.02 (a)** If work of a higher classification is required of any employee, they shall receive the higher rate of pay, but if they are temporarily required to do work of a lower paid classification, their rate of pay shall not be changed.
- (b)** Any employee required to work on two (2) or more jobs having different rates of pay, shall be paid the rate of the highest rated job that day.

**8.03** In the event that the content of a job is appreciably changed either by the occurrence of one (1) change or accumulated changes over a period of time, or a new job created during the term of this Agreement, the wage rate of such a job shall be negotiated by the Company and the Union.

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

## **ARTICLE 9 - PREMIUM RATES**

**9.01** All hours worked by an employee on a Sunday which are not paid for on a higher premium and/or overtime basis, shall be paid at the rate of two (x2) times the employee's regular straight time hourly rate exclusive of shift differential. For the purpose of this section, Sunday shall be defined as a twenty-four (24) hour period beginning with the start of the day shift on Sunday and ending with the start of the day shift on Monday.

**Note: It is understood that in the case of continuous shift workers, where a holiday falls on a Sunday, both the Sunday premium and holiday premium will be paid for hours worked.**

**9.02** Effective November 1, 2007, shift workers shall be paid a shift differential of ninety (\$0.90) cents for all hours worked between 4:00 PM and 12:00 Midnight and ninety (\$0.90) cents for all hours worked between 12:00 Midnight and 8:00 AM. These shift differentials shall be paid to day workers in cases of call-out when performing a complete shift for which they are paid at premium rates. The premium shall be added to the rate after and not before calculating overtime. Shift differential shall be paid to all shift workers on call-out.

**9.03** The Company agrees to pay to the employee of the Bargaining Unit stipulated by the Company a premium of fifty (\$0.50) cents per hour when training another employee in this classification as per the training schedules (Articles 17.08(e), 17.09(e), 17.10(e) and 17.11) and all other training deemed necessary by the Company.

Statement of Intent - Training

Employees acting as a trainer for other training deemed necessary by the Company will receive the training premium without a deduction from the employee(s) being trained.

Examples of training that would be eligible for the premium are:

- Mobile equipment training such as forklift, front-end loader, man-lift, etc.
- Refresher training for an employee absent for a long duration (i.e. sickness or injury)
- Quality related training (e.g. pack set)
- COH training

Examples of training that would not be eligible for the premium are:

- A tradesperson who has an indentured apprentice assigned.
- Incidental on-the-job training where learned techniques are passed on to another employee.

**9.04** When employees are designated on a temporary basis to replace a Supervisor to supervise Lafarge employees, the Company will pay a premium of two dollars and fifty cents (\$2.50) per hour.

Further, if a Supervisor's job is temporarily filled by a permanent Lead-Hand who already receives a fixed rate of two dollars and fifty cents (\$2.50) per hour over and above the employee's wage rate (as per Letter of Understanding - Clarification of Lead Hand Concept), no additional premium will be paid.

**9.05** In the event that travel is required for purposes such as training programs or visits to other Lafarge locations, employees will be paid in accordance with their regularly scheduled hours. Hours worked (overtime requested by the Company) in excess of regularly scheduled hours will be paid in accordance with this Collective Agreement. Travel hours that may exceed originally scheduled hours will not be paid, however, travel related expenses will be covered.

- 9.06 (a) Twelve (12) bargaining unit employees (two (2) on each of the four (4) shifts and four (4) on day shift) shall be paid a First Aid premium effective November 1, 2007 of one (\$1.00) dollar for all hours worked. Attendants will hold a valid Occupational First Aid Level 2 Ticket with transport endorsement or a valid Occupational First Aid Level 3 Ticket.**
- (b)** It is further agreed that the Company will advance the money for the tuition fees, but in the event that the course is not successfully completed, this money must be repaid by the individual. In addition, a **travel allowance of fifty-two cents (\$0.52) per kilometre** will be paid for such training. Such persons will be selected and/or changed by the Joint **Health & Safety Committee** in order to meet the provisions of (a), and their selection will be made known to the Union and posted on the bulletin boards of the plant. The Joint **Health & Safety Committee** must make this selection without recourse to the grievance procedure.
- (c) However, where on a given shift an hourly shift employee with the appropriate Occupational First Aid Ticket is not on site, a qualified salaried person may cover the shift.**
- 9.07** Each employee who completes one (1) year of service through November 30th of each year and who does not absent themselves from their regular shift when the plant is in operation, except in cases of disability, authorized leave of absence, or acceptable excuse, shall receive on the first pay day in December of each year a Christmas bonus of one hundred dollars (\$100.00).

## **ARTICLE 10 - MEETINGS**

- 10.01 (a)** Joint meetings of the **Union** Committee with the Plant Manager, or their representative, shall be held once per month. Agenda to be submitted by either or both parties one (1) week in advance of meeting.
- (b)** When there are grievances to process, meetings shall be held as soon as possible, after the date of request for same by either Company or the Union. In the event of any conferences mutually agreed upon between any employee who is a member of the Union and the Company that shall occur during working hours, such

employee shall be paid their usual rate per hour for the time consumed in any such conference.

- 10.02** The Union agrees to furnish the Company with a list of its Officers and Grievance Committee and keep this list up-to-date at all times.
- 10.03** It is understood that any time a member of the Bargaining Unit is interviewed by any Management personnel in any matter in which their rights or privileges under the terms of the Collective Agreement are in question, the Shop Steward for the member's department or shift shall be present and in the absence of the Shop Steward, the Chief Shop Steward or a member of the Grievance Committee shall be present. No remuneration will be paid if the Union representative is off duty.
- 10.04** The Company agrees to set up a Committee of two (2) employees from the Company and two (2) from the Local Union to study and attempt to reach agreement on a Job Training Program.

## **ARTICLE 11 - UNION ACTIVITIES**

- 11.01** The Company agrees that it will not interfere with any legitimate Union activities, or discriminate against employees for such activities, but these are not to be conducted on the premises of the Company during working hours, except by mutual agreement by the Company and the Union Committee.
- 11.02** The Company agrees that excepting an emergency endangering life or property, or an emergency seriously affecting output, no overtime will be worked on the nights or days scheduled for regular Union meetings, or provided seventy-two (72) hours notice has been given to the Company in writing, on nights or days scheduled for special or extraordinary Union meetings during the times required by members to attend such meetings.

## ARTICLE 12 – DISCHARGE and SUSPENSION

**12.01** The Company reserves the right to discharge or suspend from employment any employee for **just cause**.

The Company shall notify the employee and the Union of such discharge or suspension in writing within five (5) working days and shall furnish in writing the reason or reasons for such discharge or suspension.

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

**Stage 1.** The Plant Manager (or his/her representative) shall have three (3) working days to give further consideration to the Appeal. Should the Union not be prepared to accept the decision arrived at by the Plant Manager at this time or should the Plant Manager fail to give a decision within three (3) days;

**Stage 2.** The Appeal shall then be immediately taken up with the President of the Company, or their representative, and a representative of the United Cement, Lime, Gypsum and Allied Workers' Division, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, who shall have five (5) working days in which to settle this grievance. Should the grievance not be settled at this stage;

**Stage 3.** It shall then be immediately referred to an Arbitrator, which may:

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

It is further understood that the Grievor's Health, Welfare and Pension Benefits will remain in force pending the Board's decision.

## ARTICLE 13 - GRIEVANCE

**13.01** The intent of both parties is to settle all grievances in a timely manner as set out in Article 13.01 of the Collective Agreement. The parties agree by mutual understanding that the time limits shall be extended by written request of either party. Failing this, the grievance shall be considered settled or abandoned.

Any dispute arising out of this Agreement, or any grievance or misunderstanding involving occupational classifications, wages, hours or working conditions, which any employee or group of employees represented by the Union may desire to discuss with the Company shall be handled as follows:

### **Step One**

The employee, accompanied by Department Shop Steward or a member of the Grievance Committee of the Union, shall go directly to the Supervisor of their department when reporting a complaint or grievance within ten (10) working days of the time that the employee becomes aware of the alleged grievance. In cases of approved absence, an employee shall have ten (10) working days from the date of return to work to report the grievance. **If the grievance is not satisfactorily adjusted by the Supervisor within four (4) working days, the grievance shall then be referred to the Department Head and/or H.R. Manager by the Grievance Committee within ten (10) working days of having received the Supervisor's response to Step One.**

### **Step Two**

Within a further four (4) working days of receipt of the written grievance, the Department Head, HR Manager, and/or their designate shall have met with the Supervisor, Shop Steward and a Grievance Committee Member and issued a written response.

If the grievance is not satisfactorily settled at this stage, in order to advance the grievance to Step Three, the Grievance Committee shall present the grievance in writing to the Plant Manager, or their representative within ten (10) working days of having received the Department Head's written response to Step Two.

### **Step Three**

Within ten (10) working days of having received the grievance, the Plant Manager and/or designate(s) shall meet with the Grievance Committee to attempt to resolve the grievance. Within four (4) working days following the Step Three Meeting, the Company shall submit a written response to the Grievance Committee.

### **Step Four**

If the parties fail to reach a satisfactory settlement at Step Three, the Representative of the United Cement, Lime, Gypsum and Allied Workers' Division International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers and the President of the Local Union, or their designated Representative shall have fifteen (15) working days from having received the Company's Step Three response to refer the grievance to the Director of Industrial Relations and the Plant Manager, or their designated representatives.

A Company Representative shall convene a Step Four meeting within fifteen (15) working days of having received the Union request to meet. **The Director of Industrial Relations or their Representative shall respond in writing to the Business Agent for the Union within ten (10) working days.**

Any decision arrived at in accordance with the above procedure shall be final and binding upon the Company and the Union. Should the representatives of the Company and the Union be unable to adjust the grievance within twenty (20) working days following Step Four the matter shall be referred to Arbitration.

- (a) If no written request for arbitration is made within thirty (30) days the grievance will be considered settled or abandoned.
- (b) The Company and Union shall select a single Arbitrator. Should the Company and the Union fail in their efforts to agree to the selection of an Arbitrator, the Minister of Labour for British Columbia shall be requested to name an Arbitrator. The decision of the Arbitrator shall be final and binding on both parties.
- (c) Either the Company or the Union shall have the right to submit more than one (1) but not more than four (4) unsettled grievances to an Arbitrator, which shall have the right to hear all such grievances at the same hearing; and such grievances need not bear any relation to each other or to any one particular provision of the Agreement.

(d) A Policy Grievance filed by either party shall begin discussions at Step Three of the Grievance Procedure.

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

**13.03** Where a difference arises between the parties relating to individual employee discipline, suspension, or dismissal, a mutually agreed upon person shall, at the request of either party:

(a) Investigate the difference;

(b) Define the issue in the difference; and

(c) Make written recommendations to resolve the difference within five (5) days of the receipt of the request. For those five (5) days from the date, time does not run in respect of the grievance procedure.

Written recommendations made under this provision will be binding upon the parties, unless either party refers the grievance to arbitration in accordance with Article 13.01 Step Four, within twenty-one (21) calendar days from the date the recommendations are made.

## **ARTICLE 14 - BULLETIN BOARDS**

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

## **ARTICLE 15 - SAFETY**

**15.01** It is mutually agreed by the Company and the Union that the safety of the employees is of paramount interest to both parties and that the present safety program shall be continued. The Company agrees that it will at all times maintain all equipment and tools in safe and efficient working order. The Union agrees to co-operate with the Company to enforce the observance of safety rules and regulations.

**15.02** The Company further agrees to supply the following protective clothing; gloves, dust masks, goggles, rubber wear, protective suits, (dust coats, coveralls, etc., as presently supplied), as may be required to protect the person and clothing of the employees. Each employee on the seniority list will be issued three (3) pairs of coveralls and the Company will have a supply of good coveralls for those who will require them should they exhaust their supply of clean ones.

Upon submission of an original receipt, the Company will once each calendar year pay up to two hundred fifty (\$250.00) dollars for the reimbursement of the purchase of a pair of safety shoes to each active employee with at least one (1) year's service on the seniority list.

The Company will provide basic prescription safety glasses of approved type to those permanent employees requiring them, and agrees to replace lenses only, if required, and not before one (1) year.

**Note: Reimbursement of costs will normally occur within thirty (30) days of when receipts are submitted to the Company.**

**15.03** In cases where an employee believes they have been instructed to work under hazardous conditions, the employee has the right to refuse such work. On refusal, the employee must immediately report the circumstances of the unsafe condition to their Supervisor or Employer who will investigate the matter by following the procedure set out in the **WorksafeBC** Regulations. No employee shall be penalized for refusing to work under hazardous conditions.

**15.04 (a)** A Safety Committee is to be set up as required by and in accordance with the **WorksafeBC** Rules and Regulations, the Committee to number six (6) members, three (3) from the Company and three (3) from the Union, only Committee members to attend (excepting witnesses when required).

**(b)** The Committee shall investigate all accidents and shall hold regular monthly meetings for the purpose of reviewing causes of accidents, and to make suggestions and recommendations to the Company in respect to the health and safety of the employees. If safety and health problems cannot be resolved within the structure of the Committee, or if the Company fails to carry out suggestions of the

Committee within a reasonable time, the Union or the Company, as the case may be, may protest such action or inaction by resorting to the grievance procedure including Arbitration.

- (c) It is agreed that a Union member of the Safety Committee shall accompany the Inspector on all **WorksafeBC** or Department of Mines Inspections.

**15.05** Monthly departmental safety meetings must be held with minutes taken and a copy sent to appropriate Safety Committee members.

**15.06** A lock box will be locked and unlocked by two (2) qualified individuals, where at least one (1) will be a bargaining unit member. **A list of qualified employees will be maintained in the Control Room and will be updated every three (3) months.**

**15.07** **Upon written request from the Union, the Company will allow one (1) yearly visit of the National Boilermaker Health and Safety Representative. The timing of the visit and any additional visits will be by mutual agreement.**

## **ARTICLE 16 - SENIORITY**

**16.01** The Company recognizes the seniority rights of its employees and shall furnish the Union with a seniority list, based upon the last date of employment of all employees. This seniority list, when approved by the Union and the Company, will be recognized as the official seniority list under the terms of this Agreement. The Company agrees to post every six (6) months in designated departments a seniority list of all employees covered by the Collective Agreement and to up-date this list whenever **three (3)** or more new employees have been added **or removed**. Seniority shall be on an individual company-wide basis.

**16.02** The Company agrees that if it should find it necessary to lay off an employee who has been in its service for over five (5) years as per the plant seniority list, such employee shall be given four (4) weeks notice or shall be paid four (4) weeks wages in lieu thereof and that any employee who has been employed for over two (2) years, as per the plant seniority list, but not more than five (5) years, as per the plant seniority list, shall be given two (2) weeks notice or paid two (2)

weeks wages in lieu thereof, and further that any employee other than one on part time, after thirty (30) calendar days service, shall be entitled to one (1) week's notice or one (1) week's wages in lieu thereof.

In a like manner, any employee other than on part time, after thirty (30) calendar days' service, shall be required to give one (1) week's notice of termination of service to the Company. Provided that the foregoing provisions concerning notice of lay-off or wages in lieu of notice shall not apply if suspension or partial suspension of the plant operation becomes necessary for reason beyond the control of the Company, such as lack of raw materials, prolonged power failure, damage from fire, damage from earthquake, wind, flood, explosion, etc., until the end of the emergency or disruption of service. It is understood, however, that no notice, or wages in lieu of notice, will be given in the case of employees who are discharged for cause.

**16.03** **Whenever there is a reduction in the work force, employees shall be laid off by inverse order of seniority and in consideration of their ability to perform the required job.** When more work is available, employees shall be recalled by seniority. No new employee shall be hired until the list of laid off qualified employees is exhausted. (The Company shall notify the Union when more work is available and furnish the Union promptly with a list of the employees returned to work.)

**16.04 (a)** The Company will give what indications it can as to what its operating and maintenance program will be. After an employee has been laid off, they shall not lose seniority, wage rate or position if they return to work within two (2) weeks after the date the Company mailed them notice to return to work. The mailing of a notice by Registered Letter (acknowledgement of receipt) to an employee's last known address shall constitute necessary notice.

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

**16.05** Seniority shall not be affected by temporary lay-offs, sickness or injury and shutdowns of the departments of the plant. Seniority rights shall end when an employee quits or is discharged. An employee temporarily laid off or absent from work due to illness or injury for

more than thirty (30) days shall report to the Company and Union once each month in order to retain their seniority.

- 16.06 (a)** An employee whose job is temporarily discontinued for thirty (30) days or more and who has the required seniority, may apply in writing for a job in their or any other department. The employee may temporarily replace the regularly classified employee by bumping if they can satisfactorily perform the job without training or after a familiarization period not exceeding five (5) days.
- (b)** In case an employee's job is permanently discontinued, they may apply in writing for a job in their or any other department, and they shall be considered for the job in accordance with qualifications set forth in Clause 17:01. An employee must make application for such jobs within ten (10) days from the date of notice that their job will be discontinued or that they will be displaced by another employee.
- (c)** A senior employee exercising a permanent bump can displace a junior employee classified as **an A and B** Operator only if the senior employee performed the relevant job and was classified as such within the preceding eighteen (18) months.

## **ARTICLE 17 - JOB POSTING**

- 17.01** When there is a vacancy or a new job created, excluding Labourer, those employees who wish the job shall be considered for the job in order of **plant** seniority ranking, taking into consideration ability. It is understood that in considering application for Lead-Hand, ability and experience shall be given substantially greater weight and in addition the qualities of leadership will be an important consideration. All vacancies and new jobs created, excluding Labourers, shall be immediately posted seven (7) calendar days on the bulletin boards in order to give any employee an opportunity to make application for such job or jobs. Such application shall be in duplicate, one (1) copy to be sent to the Company, and **one (1)** copy to the Union. In the event that no application is received for job posting, the Company will determine if the junior employee will be assigned or if the position will be filled by hiring a new employee.

It is understood that in case of emergencies, vacancies and new jobs created, they shall be filled by the Company until such time as applications provided for above shall have been filled and considered, determining by whom such vacancies shall be permanently filled. Job awards shall be made within seven (7) calendar days of closing of bids at which time the job award shall be posted and the Union notified. The successful applicant for a posted job must be put on the job immediately, provided the job is in operation, and in any event as soon as the vacancy their transfer creates has been filled through the normal procedure described in this Article. Any dispute between the Union and the Company over which employee shall fill a vacancy or newly created job, shall be resolved in accordance with the procedure outlined in Article 13. The successful applicant will be given a trial period of up to six (6) weeks commencing with the first shift performed. If the selected applicant proves unsatisfactory during the six (6) week trial period, such applicant shall be returned to their former position and all other employees changed by reason of such promotion shall be returned to their former positions.

- 17.02** It is understood that all vacancies resulting from authorized leaves of absence and similar circumstances made known in writing to the Company (with a copy to the Union) at least ten (10) days ahead of time which will last for thirty (30) days or more, shall be posted immediately on a temporary basis. Whenever an undue hardship arises because of this restriction, the time limit may be extended by mutual agreement between the Company and the Union.
- 17.03 (a)** Vacancies resulting from unforeseeable circumstances such as sickness and accidents, which exist for thirty (30) days or less, shall be filled by the Company. Such vacancies continuing for more than thirty (30) days shall be posted after said thirty (30) day period and acted upon in the usual manner. Such time limit may be extended by mutual agreement between the parties. Experience gained by any employee during the first thirty (30) day period of such vacancy shall not be considered in determining the successful bidder.
- (b)** The successful bidder for a job existing because of a vacancy which occurs because of a vacation, leave of absence, sickness or injury extending over thirty (30) days shall have the right to return to their former position. At such time as the employee who previously held the job returns to work, they shall be returned to the position and the successful bidder shall be returned to their former classification.

- (c) If the job continues after thirty (30) days it shall be posted as a temporary position, said position shall remain temporary for a period not exceeding a total of ninety (90) days.
- (d) If the job should be discontinued within the ninety (90) day period, it is understood the employee will revert to their former position. Should the job continue beyond ninety (90) days, except as provided under sub-section (b) above, it shall be considered a permanent job and posted as such, and if permanently discontinued, an employee may exercise their rights in accordance with Clause 16.06 (b).

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

**17.05** If any employee in the Bargaining Unit desires to transfer from one to another company operation, they shall notify the Company and the Union and they shall be considered to fill the vacancies and newly created jobs in the other operations in accordance with their seniority and ability.

**17.06** The successful applicant to a job they once held, which has a progression of rates, shall start at that rate which applies under this Agreement to the same stage of progression they had reached when previously performing that job.

**17.07** Whenever a job classification in the wage scale has been filled for a total of thirty (30) working days during a sixty (60) working day period by an employee, such job shall be posted immediately as a vacancy.

**17.08** Any vacancies in the “**B Operator**” classification will be filled according to the following selection criteria:

- (a) The Company will give employees an opportunity to prepare for the pre-qualification course by providing, at the employee’s request, self-study guides that parallel the material covered within the pre-qualification course. The self-study guides will be provided at least eight (8) weeks prior to the start of the pre-qualification course. **A written test based on the self-study material will be administered**

**following the self-study period. A minimum score of seventy (70%) percent must be met in order to proceed to the prequalification course.**

- (b) The Company will give notice when a five (5) day pre-qualification course will be scheduled. Up to six (6) employees (based on seniority of interested employees) will be given the opportunity to complete the course. At any time there are fewer than three (3) pre-qualified employees, the Company will schedule a course for interested employees.
- (c) To be awarded a “**B Operator**” job posting, only those employees who have completed the pre-qualification course and examination set by the Company as per Article 1.06 and achieved an average minimum score of seventy (70%) percent will be considered.
- (d) When a vacancy exists within the “**B Operator**” job class, the posting and award will follow the procedure set out in Article 17.01 of this Agreement.
- (e) The employee(s) awarded the posting will be subject to successful completion of an on-the-job training program of a duration of twenty-six (26) weeks and achievement of a minimum score **of seventy (70%) percent** on written and practical examinations, set by the Company as per Article 1.06 of the Collective Agreement.
- (f) The training period is a guideline only and can be changed by mutual agreement between the Union and the Company.

**17.09** Any vacancies in the “**A Operator**” classification will be filled according to the following selection criteria:

- (a) The Company will give employees an opportunity to prepare for the pre-qualification course by providing, at the employee’s request, self-study guides that parallel the material covered within the pre-qualification course. The self-study guides will be provided at least eight (8) weeks prior to the start of the pre-qualification course. **A written test based on the self-study material will be administered following the self-study period. A minimum score of seventy (70%) percent must be met in order to proceed to the prequalification course.**

- (b) The Company will give notice when a five (5) day pre-qualification course will be scheduled. Up to six (6) employees (based on seniority of interested employees) will be given the opportunity to complete the course. At any time there are fewer than three (3) pre-qualified employees, the Company will schedule a course for interested employees.
- (c) To be awarded an “**A Operator**” job posting, only those employees who have completed the pre-qualification course and examination set by the Company as per Article 1.06 and achieved an average minimum score of seventy (70%) percent will be considered.
- (d) When a vacancy exists within the “**A Operator**” job class, the posting and award will follow the procedure set out in Article 17.01 of this Agreement.
- (e) The employee(s) awarded the posting will be subject to successful completion of an on-the-job training program of a duration of twenty-six (26) weeks and achievement of a minimum score **of seventy (70%) percent** on written and practical examinations, set by the Company as per Article 1.06 of the Collective Agreement.
- (f) The training period is a guideline only and can be changed by mutual agreement between the Union and the Company.

**17.10** Any vacancies in the Lab Technician classification will be filled according to the following selection criteria:

- (a) The Company will give employees an opportunity to prepare for the pre-qualification course by providing, at the employee’s request, self-study guides that parallel the material covered within the pre-qualification course. The self-study guides will be provided at least eight (8) weeks prior to the start of the pre-qualification course.
- (b) The Company will give notice when a five (5) day pre-qualification course will be scheduled. Up to three (3) employees (based on seniority of interested employees) will be given the opportunity to complete the course.
- (c) To be awarded a Lab Technician job posting, only those employees who have completed the pre-qualification course and examination set

by the Company as per Article 1.06 and achieved an average minimum score of seventy (70%) percent will be considered. Within the course material, the chemistry content will be Grade Twelve (12) equivalent.

- (d) When a vacancy exists within the Lab Technician job class, the posting and award will follow the procedure set out in Article 17.01 of this Agreement.
- (e) The employee(s) awarded the posting will be subject to successful completion of an on-the-job training program of a duration of twelve (12) weeks and achievement of a minimum score **of seventy (70%) percent** on written and practical examinations, set by the Company as per Article 1.06 of the Collective Agreement.
- (f) The training period is a guideline only and can be changed by mutual agreement between the Union and the Company.

**17.11** Training with Normal Operator:

Administrative Clerk	eight (8) weeks
Storeskeeper	eight (8) weeks
Production Support Worker	twelve (12) weeks
<b>A and B Operator</b>	twenty-six (26) weeks

These training periods are guidelines only and can be changed by mutual agreement between the Company and the Union

**ARTICLE 18 - LEAVES**

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

means of the existing bidding procedure.

- 18.02** Any employee shall be granted leave of absence, without loss of seniority, wage rate or position and without pay, to attend conventions or any other duties which their Union may request them for a period **in excess of one (1) day, however** not to exceed six (6) weeks, provided **a minimum of two (2) weeks** notice is given to the Company and that such leave of absence shall not be requested in such number as to interfere substantially with the efficient operation of the plant.
- 18.03** A leave of absence for compassionate reasons will be granted **to** employees for up to ninety (90) days with a renewal of up to an additional ninety (90) days, provided that they make application for such leave and the renewal of such leave in writing to the Company and the Union and that both the Company and the Union give written approval of such leave of absence. An employee receiving written approval from both the Company and the Union for a leave of absence and returning to work within the specified time limit, shall not lose their seniority or pension rights on such account.
- 18.04** Special leaves of absence for both education and military service reasons will be granted in accordance with the conditions set out in Clause 18.03.
- 18.05** Employees promoted to supervisory positions outside the Bargaining Unit shall thereafter retain their seniority standing for a period of six (6) months from date of promotion **and written notification shall be sent to the Union within five (5) days.** If such employees are subsequently returned into the Bargaining Unit, they will revert to Class No. 2 of the Wage Scale. The time spent in the supervisory position shall be added to such standing, provided that the employee has continued at all times to pay their monthly dues in accordance with the Constitution and By-Laws of the Union and provided further that such employee has not filled a supervisory position for more than six (6) months.

**18.06** An employee who is called for Jury service and/or subpoenaed witness duties shall be excused from work for any day on which they report for Jury service and/or subpoenaed witness duties and shall receive for each such day on which they otherwise would have worked the difference between eight (8) times their regular hourly rate for day workers and twelve (12) times their hourly rate for shift workers and the payment they receive for Jury service and/or subpoenaed witness duties. An employee working a fixed or a rotating shift will not be required to report for work on the day or days they are called for Jury service and/or subpoenaed witness duties. Days paid for such Jury service and/or subpoenaed witness duties shall be counted as eight (8) hours straight time worked for day workers and twelve (12) hours straight time for shift workers for the purpose of computing weekly overtime.

**18.07** Should an employee's mother, father, spouse, child, step-child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grand parents, or spouse's grand parents die, up to three (3) days leave of absence at full pay will be granted upon application, plus an additional two (2) days at the employee's straight time regular classified hourly rate if the employee must leave the area. Should an employee's half-brother, half-sister, foster parent or step-parent die the same payment of wages for days lost as outlined above will be made if the employee attends the funeral or takes an active part in the settling of the estate.

For shift workers, the three (3) days leave of absence pay is calculated at twelve (12) hours per day and the additional two (2) days pay would not exceed a total of twenty-four (24) hours at the employee's straight time regular classified hourly rate.

## **ARTICLE 19 - JOB SECURITY**

**19.01 (a)** Whenever the installation of mechanical equipment, change in production methods, the installation of new or larger equipment, the combining of jobs or the elimination of jobs, will have an effect on the job status of one (1) or more employees, the employer will give the Union reasonable advance notice of same and upon request by the Union, will promptly meet with the Union to review and explore the effects of such installation or installations or change or changes upon the working force.

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

- (g)** Should the employer permanently close and abandon the present facilities affording employment to the employees comprising the Bargaining Unit and replace such facilities with a new operation in the regular shipping area of the original plant location, affected Bargaining Unit employees may individually select one (1) of the following courses as the result of their involuntary displacement:
1. Transfer to another operation of the employer, in accordance with the provisions of Clause 19.01 (h) or 19.01 (i);
  2. Accept a lay-off;
  3. Accept termination benefits;
  4. Retirement under the pension plan.
- (h)** In the event the employer constructs a new plant that will affect the employment status of employees in the employer's plant or plants comprising this Bargaining Unit, such employees shall be given an opportunity to make application for employment in the new plant before it starts operations, and such employees shall be given preferential employment rights for the highest rated job the employee is capable of performing. Such employee shall transfer with them all of their previously accumulated pension and vacation credits. Their seniority rights at the former plant shall terminate upon their establishment of seniority rights in the new plant.
- (i)** When an employee has been laid off or displaced because of permanent changes in the working force, they may make written application within fifteen (15) days of lay-off or displacement for employment in another plant of the employer and they shall be given preference for job openings at such other plants provided such employee is capable of performing the job that may be available at such other plant of the employer. An employee so transferring from one plant to another of the employer shall retain their previously accumulated pension and vacation credits. Their seniority rights at the former plant shall terminate upon their establishment of seniority rights in the plant to which they were transferred.
- (j)** In the event that the opening of a new plant, silo or warehouse by the Company would affect the employment of an employee in the Bargaining Unit, such employee may apply for employment in such new plant, silo or warehouse prior to its starting operating and his/her application shall receive preference for positions in the Bargaining Unit. Careful consideration will be given by the parties to applications received in relation to the following qualifications:

1. Seniority.
2. Ability to perform the work in respect to any job, whether skilled or unskilled, and the standard of ability is whether or not the employee can meet the reasonable requirements of the job.
3. When several **employees** are being considered and two (2) or more of those **employees** meet the standard of ability as has been defined in (2) above to perform the work required, then seniority shall govern.

When special skills are required, programs will be implemented to train qualified employees for such skills. Training expenses outside of government-sponsored programs will be paid by the Company.

Employees transferred to a new location under this Agreement, will carry their relative seniority, pension, insurance and vacation credits with them.

- (k) In cases where an employee's application under (j) has not resulted in a job award, their application will receive preferential consideration for two (2) years after commencement of the new plant and should they qualify for a position in the new plant under Provisions (j) 1, 2 and 3, such employee will be awarded same in accordance with Article 17.01.

Such employees will retain their relative seniority, pension, insurance and vacation credits. It is understood that the date of commencement of the new plant is the date the kiln is first fired, and of the silo or warehouse, the date that facility becomes an operating entity, and it is further understood that the status of such an employee with regard to pension and termination benefits will be taken as at the date of their final lay-off due to plant closure. The amounts of these benefits will be calculated and indicated to the employee at time of lay-off. Employees wishing to retain preferential hiring rights must advise the Company in writing prior to lay-off and will not be eligible to receive either termination benefits or pension until expiration of the preferential hiring rights period.

- (l) In the event of a permanent closing (which means ceasing employment by reason of a lay-off of one (1) or more years duration), the Company will pay a termination benefit to those employees that are laid-off. Any employee who receives the benefits noted below

shall be deemed to have terminated his/**her** employment with the Company and shall have no recall rights.

The formula used in determining such termination benefit will be:

1. If the employee is ineligible for an immediate Early or Normal retirement benefit under the special pension arrangement:  
**Thirty** (30 X employee's seniority X regular S.T. hourly rate).
2. If the employee is eligible for an immediate Early or Normal retirement benefit under the special pension arrangement:  
**Fifteen** (15 X employee's seniority X regular S.T. hourly rate).

## **ARTICLE 20 - BENEFIT PLAN**

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

**20.02 (a)** Attached to the signed copies of this Agreement as Appendix "B" is a copy of each policy in force covering the Group Life Insurance, Sickness and Disability Plan, Extended Health Benefit Plan, Basic Medical Coverage Plan. It is understood and agreed that the benefit provided thereunder shall not be decreased during the life of this Agreement.

The medical/dental deductible will be fifty (\$50.00) dollars per employee (\$25.00 medical/\$25.00 dental) and one hundred (\$100.00) dollars per family (\$50.00 medical/ \$50.00 dental) during a twelve (12) month calendar period.

**(b)** Effective **with the date of ratification on June \_\_, 2009:** The Company will provide Group Wage Indemnity Benefits at **seventy (70%) percent** of an employee's straight time regular classified hourly rate based on forty (40) hours/week for day workers and forty-two (42) hours/week for twelve (12) hour shift workers. Inasmuch as the payment of benefits for coverage as appended to this agreement commence on the fourth day of disability due to bodily injury not sustained by accidental means or non-occupational illness, the Company will pay the first three (3) days of an established claim on

the basis of 1/7 per day of the employee's weekly rate, **however, in no event will this payment exceed one hundred (100%) percent of the employee's regular earnings based on scheduled hours.** The Company agrees to pay an employee their W.I.P. claim payment should their claim payment be more than three (3) days late following a regular pay day that they would have missed due to not having worked in that pay period. It is understood that the Claim Payment Cheque from the Carrier would be signed over to the Company when received.

The parties agree that the employee's portion of the E.I. premium reduction resulting from the qualification of the Weekly Indemnity Plan will be applied to reduce the premiums payable by the employer for benefit plans contained in this Collective Agreement.

Statement of Intent – Weekly Indemnity

It is understood that the employee will make every effort to establish their claim on a timely basis. Where the establishment of a W.I.P claim has been delayed by the Carrier, the Company agrees to advance funds to the employee equivalent to the benefit payment in exchange for the employee's written commitment to reimburse the Company on receipt of the W.I.P. payment or the refusal of the claim by the Carrier.

Following the expiry of the Weekly Indemnity benefits period twenty-six (26) weeks, the Long Term Disability Plan (two (2) year own occupation) will come into effect and provide for a benefit of sixty (60%) percent of an employee's straight time regular classified hourly rate.

**The Company shall reimburse all costs for weekly indemnity and long term disability claim forms as well as Company required medical forms, payable upon presentation of a receipt to the Company.**

(c) Dental Plan:

**One hundred (100%) percent** of Plan A & B  
**Fifty (50%) percent** of Plan C

Basic and Prosthetics:

Effective November 1, 2003: **Three thousand (\$3,000) dollars** maximum per family member per annum.

Orthodontic Coverage:

Effective November 1, 2006: **Two thousand** (\$2,000) **dollars** maximum, lifetime, for dependant children with the premium costs to be paid by the Company.

- (d) Employees will be covered under the terms and conditions of the Lafarge Canada Inc. Pension Plan and will be given past service credit effective January 1, 1974.

For each period of ten (10) years of continuous employment accumulated after January 1, 1974, an employee at the Richmond Plant shall receive up to one (1) year of pensionable service to be applied against time lost due to layoff. In addition, if an employee retires from the Company, the years in excess of units of ten (10) shall be credited with up to one-tenth (1/10) of a year of service for each such additional year to be applied against time lost due to lay-off. Such credit shall not apply to time lost as a result of leaves of absence, strikes or lock-out.

In addition, any part of the one (1) year of pensionable service gained by the above provision and not used for time lost due to layoff experienced after January 1, 1974, will be applied to service prior to January 1, 1974.

- (e) Effective November 1, 2005: Increase to two (\$2.00/hour) dollars per hour for each hour worked and for each hour paid for vacations, holidays, bereavement, and other paid leaves on behalf of an employee with established seniority to be paid to the IBB Pension Plan.
- (f) Effective December 1, 1987: Employees who retire after December 1, 1987, will receive the same Health and Welfare benefits as all other hourly retirees with Lafarge Canada Inc.

**20.03** The parties agree to establish a Joint Advisory Committee on Welfare comprising of two (2) Union members and two (2) Company representatives.

## **ARTICLE 21 - WORKING CONDITIONS**

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

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

The Company agrees to provide metric tools when necessary.

**21.03** Every employee shall fill out a work sheet every shift. It is the Company's intent to inform employees of any changes to their time sheet.

## **ARTICLE 22 - CONCLUSION**

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

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

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

## **ARTICLE 23 - AGREEMENT**

**23.01** This Agreement shall be for the period from and including **November 1, 2008** to and including **October 31, 2012**, and from year to year thereafter subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of expiry of this

Agreement (**October 31, 2012**), or immediately preceding the last day of October in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted) or alter any other term or condition of employment until:

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

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

Both parties will make every attempt to reach and sign a new Agreement before the expiry date of this Collective Agreement. This Agreement replaces all previous Agreements and other understandings and contains the full and complete agreement of all terms and conditions of employment governing the collective bargaining relationship between the parties. Any side agreements, letters of understanding (whether written or oral), and any past practices which are not expressly included in this Collective Agreement, Appendix "A" hereto, the attached Shift Schedule or the continuing Letters of Understanding which have been included as part of this Agreement, are null and void.

**23.02** Each new wage Agreement shall be retroactive to the expiration date of the then existing Agreement.

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

## **ARTICLE 24 - SUCCESSOR CLAUSE**

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

## **ARTICLE 25 - APPRENTICESHIP PROGRAM**

**25.01** The Company will set up an Apprenticeship Committee consisting of two (2) Tradespersons and two (2) Company representatives. This Apprenticeship Committee in conjunction with the British Columbia Institute of Technology or other technical institute, will set standards of acceptance for the Richmond Apprenticeship Program. It is agreed when more than one (1) employee has met the standards of acceptance as set by the Apprenticeship Committee, Company seniority shall determine which candidate proceeds into the Apprenticeship Program.

**25.02** The Company will supply one (1) complete set of apprenticeship books, per trade, when required. When not in use, these will be left in the Maintenance Department.

**25.03** By accepting the Apprenticeship(s), the successful employee agrees to stay in the trades position for a time that is at least equal to that spent in the Apprenticeship(s).

### **NOTES:**

Definition of Emergency that applies to all references to 'emergency' within the Collective Agreement: "Any activity that needs to be initiated without undue delay and which will be carried out continuously until completion".

**IN WITNESS WHEREOF** the parties hereto have caused this AGREEMENT to be executed this 27<sup>th</sup> day of May, 2009

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

LAFARGE CANADA INC.

INTERNATIONAL BROTHERHOOD  
OF BOILERMAKERS, IRON  
SHIPBUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS  
A.F.L.-C.I.O.-C.L.C.

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Vice-President, Manufacturing -  
Western Region  
Philippe Guibert

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Business Manager - Local D385  
R. Lauzon

---

Director, I.R - Western Region  
S. Brooks

---

President - Local D385  
R. Smith

---

Plant Manager  
V. Ulugtekin

---

Financial Secretary, Local D385  
K. Fenske

---

Production Manager  
D. Yam

---

Chief Shop Steward, Local D385  
G. Dunning

---

Maintenance Manager  
A. Price-Stephens

---

Vice President, Local D385  
J. Szabo

---

Area HR Manager  
A. Stocks

---

Joint Health and Safety Chair,  
Local D385  
J. O'Connor

## APPENDIX "A"

CEMENT, LIME, GYPSUM AND ALLIED WORKERS'  
DIVISION, INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS,  
A.F.L. - C.I.O. - C.L.C.; LOCAL LODGE NUMBER D385

### WAGE SCALE

Job Class	Classification	2.0% Nov 1/08	2.5% Nov 1/09	3.0% Nov 1/10	3.5% Nov 1/11
6	Mechanical <b>Tradesperson</b> Electrical <b>Tradesperson</b>	\$34.58	\$35.44	\$36.51	\$37.78
5	<b>A and B Operator</b> Lab Technician	\$32.91	\$33.73	\$34.74	\$35.96
4	Storekeeper	\$30.77	\$31.54	\$32.49	\$33.63
3	Production Support Worker	\$29.92	\$30.66	\$31.58	\$32.69
2	Administrative Clerk	\$28.65	\$29.37	\$30.25	\$31.31
1	Labourer	\$27.40	\$28.08	\$28.92	\$29.94
1A	<b>Temporary Labourer and Students</b>	\$20.55	\$21.06	\$21.70	\$22.46

**1A Temporary Workers and Students: seventy-five (75%) percent of Job Class 1. Maximum length of employment: ninety (90) calendar days in a calendar year.**

**Employees in the 1A classification shall not operate motorized equipment. Specific duties shall be sweeping, shoveling, painting, the use of wheelbarrows or jackhammers. Hole watch may also be performed by Job Class 1A during major maintenance shutdowns only.**

## APPRENTICESHIP PROGRAM

<u>Level</u>	<u>Job Class</u>
Prior to Completion of First Level of Program	3
Successful Completion of First Level of Program	3
Successful Completion of Second Level of Program	4
Successful Completion of Third Level of Program	5
Successful Completion of Fourth Level of Program	5
Successful Completion of Fifth Level of Program	6

### C.O.L.A.

The Cost of Living Allowance (COLA) based on the All Canada Consumer Price Index (CPI) published by Statistic Canada (**2002 = 100**). All items for October, **2008** shall be triggered when the CPI increases above ten (10%) per cent over the October, **2008** figure for the first year twelve (12) months of the Collective Agreement.

Adjustment dates will be as follows:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
	Nov 1, <b>2009</b>	Nov 1, <b>2010</b>	Nov 1, <b>2011</b>
Feb 1, <b>2009</b>	Feb 1, <b>2010</b>	Feb 1, <b>2011</b>	Feb 1, <b>2012</b>
May 1, <b>2009</b>	May 1, <b>2010</b>	May 1, <b>2011</b>	May 1, <b>2012</b>
Aug 1, <b>2009</b>	Aug 1, <b>2010</b>	Aug 1, <b>2011</b>	Aug 1, <b>2012</b>

Once triggered, the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered, calculation at one (\$0.01) cent per hour paid for each full .275 increase in the CPI in excess of ten (10%) per cent. Any such adjustments will be incorporated into the wage rates.

For the second year twelve (12) months of the Agreement, COLA shall be triggered when the CPI exceeds by ten (10%) per cent the figure for October **2009**, whereupon the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered calculated at **one cent (\$0.01) per hour** for each full .275 increase in the CPI in excess of ten (10%) per cent. Any such adjustment will be incorporated into the wage rate.

For the third year twelve (12) months of the Agreement, COLA shall be triggered when the CPI exceeds by ten (10%) per cent the figure for October **2010**, whereupon the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered calculated at **one cent (\$0.01) per hour** for each full .275 increase in the CPI in excess of ten (10%) per cent. Any such adjustment will be incorporated into the wage rate.

For the fourth year twelve (12) months of the Agreement, COLA shall be triggered when the CPI exceeds by ten (10%) per cent the figure for October **2011**, whereupon the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered calculated at **one cent (\$0.01) per hour** for each full .275 increase in the CPI in excess of ten (10%) per cent. Any such adjustment will be incorporated into the wage rate.

If the Consumer Price Index (**2002 = 100**). All items published by Statistics Canada is discontinued, the parties shall negotiate an appropriate adjustment or conversion factor to assure that employees will receive the cost of living adjustment of which they would have been entitled had the Consumer Price Index been published as contemplated by the parties.

## **LETTERS OF UNDERSTANDING**

Between

LAFARGE CANADA INC. - (Richmond Plant)

And

CEMENT, LIME, GYPSUM AND ALLIED WORKERS' DIVISION,  
INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND  
HELPERS  
A.F.L.-C.I.O.-C.L.C.  
LOCAL LODGE NUMBER D385

Further to our Collective Agreement which runs from **November 1, 2008** to **October 31, 2012**, the following shall be lived up to by both parties for the term of this Collective Agreement.

### **CONTRACTING OUT**

#### **(a) MAINTENANCE DEPARTMENT**

The Union agrees to the Company supplementing its workforce from outside sources to assist in carrying out plant requirements in the following manner:

- (i) Boilermakers Union Hall - (provided they are paid our agreement rates and we are not required to sign the Boilermakers agreement).
- (ii) Any other Union hiring hall with the same provisions as (i).
- (iii) Canada Manpower.
- (iv) The Company agrees with the principle of protecting the job security of personnel by minimizing contracting out, and to discuss any proposed contracting out with the Union Committee.
- (v) It is agreed that there will be no temporary Supervisors hired.

**Note: The Company will consider using tradespersons from the IBB Hall provided there are available tradespersons with the proper skills**

**who have completed the Lafarge Safety Orientation within the previous twelve (12) months. That training shall be offered every six (6) months. Any concerns regarding the performance of the tradespersons from the IBB Hall will be communicated to the D385 Union Executive.**

**The intent is to schedule equipment down days in one (1) week periods, once per month. The Company commits to communicating plans regarding the maintenance down days with the Union.**

- (b) Notwithstanding any other provisions of the Agreement, including Article 1.03 and 1.04, during periods of normal plant operations (including both production and maintenance), it is agreed that the following jobs may be contracted out pursuant to the above Section (a) (i) through (v), and/or to a private contractor, provided that as a direct result of such contracting out, no Bargaining Unit employee is laid off, and no Bargaining Unit position (except those former positions - Janitor and Groundskeeper) i.e. eliminated:
- (i) All dust collector repairs including bag replacement and associated mechanical or electrical repairs;
  - (ii) Mobile equipment repairs and service;
  - (iii) Use of vacuum truck and high pressure water truck;
  - (iv) Groundskeeping work;
  - (v) Janitorial work;
  - (vi) Mill liner installation;
  - (vii) Rebuilding of pumps, compressors, gear boxes, thrust rolls, etc. offsite;
  - (viii) Maintenance of miscellaneous inventory supplies (service contracts);
  - (ix) Plant clean up;
  - (x) Kiln brick removal and installation;
  - (xi) New Works - The Company agrees to discuss proposed new works projects with the Union as early as possible, but in any case prior to actually awarding the contract;

Statement of Intent - New Works Committee:

The intent of the New Works Committee is to meet and discuss New Works projects, including the commissioning phase, on a regular, timely basis prior to awarding the contracts.

Hourly employees shall participate in the commissioning of New Works projects. It is understood that the extent of commissioning will vary from project to project.

The ultimate goal of the Committee shall be to optimize the utilization of Plant resources, skills, and manpower, in a cost-effective manner without setting a precedent for any future projects.

- (xii) All belt conveyor replacement, vulcanizing and associated minor repairs, and;
- (xiii) **Maintenance work on scheduled maintenance down days.**

**Note:** In the event that contractors work overtime on jobs scheduled for the maintenance down days, an equal number of Lafarge permanent employees in the department (mechanical or electrical) where the maintenance work is required, shall be offered an equal number of overtime hours on that day.

**The obligation to offer overtime to Lafarge employees does not apply to work that is contracted out under (i) through (xii) of this section.**

**Date of Revision:** \_\_\_\_\_, 2009

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

## LETTER OF UNDERSTANDING REDUCTION IN PLANT OPERATIONS

This Letter of Understanding takes precedence over Article 1.03 under the following conditions, effective May 1, 1990.

Should market or economic conditions warrant a change in plant operations, reduced utilization of equipment, or the discontinuance of operating Richmond as a cement producing plant, the Company may utilize a part or all of its facilities in the manner it deems appropriate to supply product to customers or may supply cement to customers from product acquired elsewhere, and utilize plant equipment accordingly.

The parties agree to meet and attempt to decide how best to reduce and/or reorganize plant personnel in order to more cost effectively operate the facility under these changed conditions.

The following to include those employees who are on the seniority list as of November 1, 1987:

All employees adversely affected by the above changes shall be offered the following options in order of seniority:

- (i) All employees fifty-five (55) years of age or over who qualify for pension shall be offered the Richmond re-organizational package of December, 1986.
- (ii) Those employees who do not qualify shall receive one (1) months wages (one hundred sixty (160) hours times his straight time hourly rate), plus forty (40) times his seniority times his regular straight time hourly rate.

This does not in any way nullify the additional payment of Article 19.01 (I).

Richmond Re-organizational Package (December 1986):

- Normal Pension as per Pension Plan
- Pension Bridge until age **sixty-five** (65)
- Lump sum payment as follows:
  - (a) If ineligible for retirement, **thirty** (30x) **times** seniority x S.T. rate.
  - (b) If eligible for retirement (early or normal), **fifteen** (15x) **times** seniority x S.T. rate.

**Date of Revision:** \_\_\_\_\_, **2009**

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

## LETTER OF UNDERSTANDING BANKED OVERTIME

The Company agrees to the option of banked overtime as follows:

When an employee works overtime, the employee may, at their discretion, choose to have the time value of those premium hours credited in an "overtime bank". **Effective with the date of ratification of the collective agreement on June \_\_\_\_, 2009 an employee may choose to have the time value of Sunday premiums or statutory holiday premiums credited to their overtime bank.** For the purpose of this section, premium hours means the equivalent straight time hours earned minus the actual straight time hours earned.

The hours accumulated in an employees overtime bank may, at the employees option, be retired as follows:

- (a) The employee may elect to have the full dollar value of the bank paid to them after giving fourteen (14) calendar days notice; or,
- (b) The employee may request to take all, or part of, their accumulated banked time in time off.

Banked time off shall be scheduled at a time which is mutually agreed to between the Company and the employee.

An employee may not have more than one hundred and twenty (120) hours banked at a time for purposes of income leveling.

It is understood that vacations must take precedence over banked time.

Day employees will be entitled to take eighty (80) hours of banked overtime per calendar year. Shift employees will be entitled to take eighty-four (84) hours of banked overtime per calendar year.

**Date of Revision:** \_\_\_\_\_, 2009

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

## LETTER OF UNDERSTANDING CLARIFICATION OF LEAD-HAND CONCEPT

In order to clarify the present Lead-Hand situation, the Company and the Union agree as follows:

When Lead-Hands are designated on a temporary basis to supervise tradespersons from the Boilermakers or similar Union hall (i.e. maintenance shutdown), the Company will pay a premium of **two dollars and fifty** (\$2.50) **cents** per hour.

When employees are designated on a temporary basis to replace a Supervisor/ or to supervise Lafarge employees, the Company will pay a premium of **two dollars and fifty** (\$2.50) **cents** per hour.

In the event that a permanent Lead-Hand is designated, the Company will pay the permanent lead hand their regular rate of pay plus an additional fixed rate of **two dollars and fifty** (\$2.50) **cents** per hour. It is understood that if the permanent Lead-Hand is designated on a temporary basis to replace a Supervisor, no additional premium will be paid.

The Company will replace the Mechanical Trades Lead-Hand for planned absences of a duration of two (2) weeks or more.

All lead positions referred to in the Agreement are working lead positions.

The Company has the right to discontinue any temporary or permanent lead position at any time.

Premiums paid for any temporary lead position or any replacement of Supervisors will not be pyramided.

This letter constitutes all premiums paid for lead positions and filling in for a Supervisor(s). No additional premiums will be paid.

**Date of Revision:** \_\_\_\_\_, **2009**

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

**LETTER OF UNDERSTANDING  
RE: ALL LEAD-HANDS**

To be eligible for a Lead-Hand assignment the applicant must have successfully completed the applicable departmental Lead-Hand Training Course.

Course topics to include:

- Safety
- Departmental Specific
  - Duties & Responsibilities
  - Performance Expectations
  - Authority & Leadership
- Lafarge Policies & Procedures
- Boilermaker Agreement (as required)
- Collective Agreement (as required)

The purpose of the training and testing will be used to establish whether the individuals have achieved an understanding of the course material as reviewed and discussed by the joint Training Committee. Those not demonstrating the desired level of understanding will receive further opportunities to take the course and demonstrate the required level of understanding of the course material as reviewed and discussed by the joint Training Committee.

**PERMANENT LEAD-HANDS**

Permanent Lead-Hands will be selected as per Article 17.01.

**TEMPORARY LEAD-HANDS**

Individuals within the department, that have successfully completed the Lead-Hand Training Course, will indicate their interest in a Lead-Hand position by responding to a written notice (posting). The closing date for such notice (posting) will be dependent on the required start date for the required Temporary Lead-Hand(s) established by mutual agreement by Union & Company.

It is understood that in considering application for Lead persons, ability and experience shall be given substantially greater weight and in addition the qualities of leadership will be an important consideration. Seniority will be used when the above criteria have been met and there are more qualified applicants than needed.

The Company will then notify and discuss its selection with the Union President or their designate and Shop Steward.

**Date of Revision:** \_\_\_\_\_, 2009

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

**LETTER OF UNDERSTANDING  
RE: PRODUCTION SUPPORT WORKER**

Employees within the classification of Production Support Worker (PSW) will work one (1) of the following shift schedules that will be determined by operational requirements:

- Monday to Friday 7:00 AM to 3:30 PM (day workers)
- Four (4) days on (two (2) days/two (2) nights), four (4) days off, twelve (12) hour shifts (truck loading: 6 AM to 6 PM and 6 PM to 6 AM)
- Four (4) ten (10) hour shifts 6:00 AM to 4:00 PM (Monday to Thursday) (fly ash and rail loading)

**Shift Selection:**

- Shift schedule preference will be determined by seniority within the group of Production Support Workers (minimum twice (2x)/year).

**Rescheduling:**

- Any rescheduling of PSW(s) will initiate a review of the shift schedule preference by seniority.

Should shipping demand require a change in the number of PSW personnel scheduled to each of the three (3) shifts, both parties agree to discuss changes.

If market demands require such shifts, it is agreed that the parties will discuss:

- Three (3) shift eight, (8) hour/day schedule (truck loading);
- And/or a Tuesday to Friday ten (10) hour shift schedule in addition to the Monday to Thursday ten (10) hour shift, 6 AM to 4 PM (fly ash/rail loading); and,
- And/or a four (4) twelve (12) hour day shift, 6 AM to 6 PM (four (4) days on, four (4) days off – fly ash/rail loading).

**Note:** During a week where there is a statutory holiday it is agreed that ten (10) hour shift workers will work ten (10) hour shifts on the non-holiday days.

**Examples:**

- Statutory holiday falls on Monday, the scheduled ten (10) hour days will be Tuesday to Friday.
- Statutory holiday falls on Wednesday, the scheduled ten (10) hour days will be Monday, Tuesday, Thursday and Friday.
- Statutory holidays fall on Tuesday and Wednesday, the scheduled ten (10) hour days will be Monday, Thursday and Friday.

**Future PSW vacancies, as determined by the Company, will be filled as per Article 17.01.**

**PSW day workers will provide relief as required for the PSW shift workers with preference given by seniority. If there are no volunteer(s), the junior PSW(s) will be assigned.**

**Date of Revision: \_\_\_\_\_, 2009**

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

**Letter of Understanding  
RE: VISION CARE**

It is agreed that at the point where any operation within the Cement Group of Lafarge Corporation offers Vision Care benefits to staff or hourly employees, an equivalent benefit program will be made available to the Richmond Plant Employees covered under the current Collective Agreement providing the Union agrees to participate and fund the benefit through a modification in the current wage rate or future wage increase.

**Date of Revision: \_\_\_\_\_, 2009**

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

**LETTER OF UNDERSTANDING  
RE: HOLE WATCH OVERTIME SCHEDULING**

In cases where overtime hole watch coverage is required and where it has been determined by the Department that the coverage will not be provided by the crew completing the work, the Union and Company agree that hole watch overtime will be scheduled in the following manner and in line with Article 5.08 of the Collective Agreement.

Day Shift Coverage:

1. Qualified permanent PSW day workers will be asked if they would like to work overtime to provide hole watch coverage.
2. If there is still a need, qualified permanent Lab Technicians will be asked.
3. If there is still a need, qualified permanent Administration (including Stores) employees will be asked.
4. If there is still a need, qualified permanent Tradespersons (mechanical/electrical) will be asked by lowest accumulated overtime provided that no overtime is required in their own classification.
5. If there is still a need, qualified off-shift permanent PSW shift workers will be asked.
6. If there is still a need, qualified off-shift permanent **A and B Operators** will be asked.
7. If there is still a need, qualified summer students will be asked.
8. And lastly, qualified temporary employees will be asked.

Night Shift Coverage:

1. Qualified off-shift permanent PSW shift workers will be asked.
2. If there is still a need, qualified off-shift permanent **A and B Operators** will be asked.

**Date of Revision:** \_\_\_\_\_, **2009**

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

## LETTER OF UNDERSTANDING

### OFFICE WORKERS

November 28, 1994

The Company and the Union agree as follows:

The **one (1)** Receptionist – Typist and the Accounts Payable Clerk will be consolidated into one (1) classification called Administrative Clerk. The duties of this position will include accounts payable, payroll input, switchboard, receptionist, typing, **Benefit Carrier** forms and other related clerical duties that may be assigned. These positions will be considered to be interchangeable and will continue to be performed by the two (2) incumbents.

The Union agrees to waive all job bidding rights for all office workers, however bumping rights shall be maintained.

The parties agree that this does not set a precedent for other non-office employees.

K. Leask (signature)

Jim Cross (signature)

\_\_\_\_\_  
President, Local D385  
Cement, Lime, Gypsum and Allied  
Workers Division, International  
Brotherhood of Boilermakers, Iron  
Shipbuilders, Blacksmiths, Forgers  
and Helpers

\_\_\_\_\_  
Human Resources Manager  
Richmond Cement Plant

**Agreement to be included in 2008 Collective Agreement, dated this**

\_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Richard Smith  
Local D385, IBB

\_\_\_\_\_  
Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

**LETTER OF UNDERSTANDING  
“A” OPERATOR and “B” OPERATOR REORGANIZATION**

The current position of Process Operator shall be broken up into “A” Operators and “B” Operators.

Each of the four (4) shifts shall consist of two (2) “A” Operators and two (2) “B” Operators.

The new positions of eight (8) “A” Operators and eight (8) “B” Operators shall be posted as job vacancies as per Article 17 (Job Posting). Preference for these positions shall be given to the current process operators with plant seniority to dictate job awards.

Any current Process Operator choosing not to bid on the new positions shall exercise their rights under Article 19 (Job Security), and the Company shall post said position as per Article 17. Any future vacancies in either “A” Operator or “B” Operator positions shall be posted as per Article 17.

“A” Operators shall focus on Control Room and Field duties. “B” Operators shall focus on Lab and Field duties.

Any employee who has currently completed the Process Operator pre-qualification course shall be considered having completed both “A” Operator and “B” Operator pre-qualification courses.

Agreement to be included in 2008 Collective Agreement, dated this

\_\_\_\_\_ day of \_\_\_\_\_, 2009

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

## LETTER OF UNDERSTANDING PROCESS OPERATOR REORGANIZATION

It is agreed the four (4) current employees in the position of Spare Process Operator shall be offered a full-time Process Operator position to a defined crew. Any Spare choosing not to accept this offer shall exercise their rights under Article 19, and the Company will post said position as per Article 17.

1. Four (4) crews to be self-relieving for vacation, leave, sickness, training, etc.
2. Crews will be balanced for seniority and crew strength as practical. No loss of hours for persons affected by the change.
3. Annual vacations will be scheduled as per 7.03 and current policy, with the exception that P-Ops scheduling will be on a crew basis.
4. No more than one (1) employee from each crew to be off at any time for planned reasons.
5. If unforeseen circumstances (illness, injury, etc.) require additional longer-term coverage on a crew, one (1) of the other crews, at the Company's choice, will have a junior P-Op temporarily reassigned to the short crew. If a vacancy is less than forty-eight (48) hours, and coverage is required, the Company will attempt to fill the vacancy through a call-out. Only one (1) person will be moved to accommodate one (1) vacancy.
6. With this reorganization there will be a higher emphasis on completion of duties such as plant inspections, entering and planning work orders, writing or revising SOPs, assisting Process and Optimization Departments in trials and improvements.
7. The Company may choose not to fill a temporary vacancy.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009**

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Richard Smith  
Local D385, IBB

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Vedat Ulugtekin  
Richmond Plant, Lafarge Canada Inc.

## SHIFT SCHEDULE

### 2008

Days	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D
Nights	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C
Sept. - 08	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Oct. - 08	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Nov. - 08	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Dec. - 08	30	31																														

### 2009

Days	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D
Nights	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C
Jan. - 09			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Feb. - 09	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	3
Mar. - 09	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4
Apr. - 09	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6
May. - 09	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7
June. - 09	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9
July. - 09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10
Aug. - 09	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11
Sept. - 09	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13
Oct. - 09	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Nov. - 09	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Dec. - 09	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																	

## SHIFT SCHEDULE

### 2010

Days	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D
Nights	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C
Jan. - 10																1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Feb. - 10	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Mar. - 10	19	20	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Apr. - 10	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
May. - 10	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
June. - 10	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
July. - 10	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Aug. - 10	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Sept. - 10	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Oct. - 10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1
Nov. - 10	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3
Dec. - 10	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				

### 2011

Days	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D				
Nights	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C				
Jan. - 11																																	1	2	3	4
Feb. - 11	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5				
Mar. - 11	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9				
Apr. - 11	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10				
May. - 11	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12				
June. - 11	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13				
July. - 11	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15				
Aug. - 11	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16				
Sept. - 11	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17				
Oct. - 11	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19				
Nov. - 11	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20				
Dec. - 11	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22				

## SHIFT SCHEDULE

2012

Days	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D
Nights	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C
Jan. - 12	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Feb. - 12	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mar. - 12	25	26	27	28	29	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Apr. - 12	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
May. - 12	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
June. - 12	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1
July. - 12	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2
Aug. - 12	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3
Sept. - 12	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5
Oct. - 12	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6
Nov. - 12	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8
Dec. - 12	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									