

AGREEMENT

BETWEEN

LEHIGH
HEIDELBERGCEMENT Group

LEHIGH INLAND CEMENT LIMITED
EDMONTON PLANT
CADOMIN QUARRY

And



THE UNITED CEMENT, LIME AND GYPSUM WORKERS'
DIVISION OF THE INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS UNION AFL-CIO-CFL
LOCAL D359
EDMONTON, ALBERTA

December 1, 2006 to November 30, 2010



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A G R E E M E N T

Agreement entered into the 5th day of APRIL, 2007.

Between

LEHIGH INLAND CEMENT LIMITED,
a corporation having its head office in Edmonton, Alberta,
hereinafter called "The Company".

Party of the First Part
And

THE CEMENT, LIME, GYPSUM AND
ALLIED WORKERS DIVISION OF THE
INTERNATIONAL BROTHERHOOD OF BOILER-
MAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS & HELPERS UNION, LOCAL LODGE NUMBER
D359, EDMONTON PLANT,
CADOMIN QUARRY

affiliations. hereinafter called "The Union".

Party of the Second Part

WITNESSETH THAT:

The parties hereto have agreed as follows:

Article 1: INTRODUCTION

Section 1.01 Purpose of Agreement

- a) The purpose of this Agreement is to secure for both the Company and the Union the benefits of orderly collective bargaining, to outline working conditions including hours of work and wage rates, to assure prompt and equitable disposition of grievances, to establish and maintain a harmonious and co-operative relationship between the Company and its employees and, by the foregoing means, advance the welfare of the employees and the economic well-being of the Company.

- b) The Company and the Union agree that they will not discriminate against any employee because of race, religion, colour, sex, or national origin.

Any reference to the masculine gender in this Agreement shall be deemed to apply equally to the female gender.

Section 1.02 Effect of Illegal Term

This Agreement shall be subject to any and all Federal and Provincial laws, Orders-in-Council, decrees or regulations of Government bodies having jurisdiction in such matters. If any clause, sentence, paragraph or section of this Agreement is found or determined to be in violation of any existing law or any law hereafter passed, then and in that event the parties agree to immediately renegotiate said clause, sentence, paragraph or section in order that the same may conform to any existing law. It is expressly agreed that every other clause, sentence, paragraph and section shall remain in full force and effect

irrespective of the finding that said clause, sentence, paragraph or section is declared to be invalid.

Section 1.03 Management Rights

The Union recognizes that any of the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged, delegated, granted or modified by this Agreement.

Section 1.04 Assignment of Work

Should the Company subcontract any part of its operation, the Company agrees not to transfer any of its work to any other concern when an employee is discontinued or laid off from his current position or suffers a reduction in regular hours, or which prevents a laid off employee from being recalled.

Article 2: DEFINITION AND RECOGNITION

Section 2.01 Employee Definition

The term "employee" or "employees" as, and wherever used in this Agreement shall include all Production and Maintenance employees of the Company at its Cement Plant in Edmonton and Quarry at Cadomin, Alberta, but shall exclude the following:

- a) Managerial and Supervisory personnel above the rank of Chargehand.
- b) Office and Clerical staff.

Section 2.02 Union As Bargaining Agent

The Company recognizes the Union as the sole collective bargaining agency for all employees of the Company at its Cement Plant located at Edmonton and Quarry at Cadomin, Alberta.

Section 2.03 Work Performed by Supervisory Personnel

Supervisory personnel shall not be permitted to perform work on any hourly rated job, except in the following situations:

- a) In emergencies when regular employees are not immediately available, provided that the regular employees are called out to the job as soon as possible.
- b) In the instruction of employees.
- c) In the performance of work required in order to avoid injury, loss of life or loss of property, material or machinery.
- d) In the inspection, checking out of new equipment and method, and performance of diagnostic tests and troubleshooting by electrical and instrumentation department supervisory personnel, and engineering and technical staff.

The Company will reimburse the affected employee or employees, or in the event such cannot be determined, the employee lowest in overtime within the classification, at a minimum of four (4) hours at the applicable rate for loss of earnings as a result of a violation of this section (2.03).

Article 3: TERM OF AGREEMENT

Section 3.01 Term of Agreement

This Agreement shall become effective December 1, 2006 and shall continue in effect until November 30, 2010, and each year thereafter unless sixty (60) days written notice is given by either party prior to the expiration date. After one (1) of the parties has served written notice, the parties shall set a date for the exchange of proposed changes and amendments to the Agreement.

Section 3.02 Commencement of Collective Bargaining

The parties agree to make every endeavour to meet within thirty (30) working days following receipt of the written notice for the purpose of negotiating the changes and amendments in dispute and they shall bargain in good faith.

Article 4: UNION SECURITY

Section 4.01 Union Security

The Company agrees, during the term of this Agreement, to honour an authorization by an employee for the deduction and remittance of his regular monthly Union dues or his Union initiation fees, the amounts of which shall be in accordance with the Constitution and By-Laws and Regulations of the Union. The Union will certify in writing to the Company the amount of checkoff initiation fees and monthly dues as authorized by the Union's Constitution and By-Laws.

Every employee in the Bargaining unit who is a member, or hereafter becomes a member in the Union shall maintain membership in the Union as a condition of employment. New employees in the Bargaining Unit hired after the date of signing of this Agreement shall be informed that Union membership is a condition of employment upon thirty (30) days service. Such new employees shall, at the commencement of their employment, sign an authorization for the deduction of Union initiation fee and regular monthly Union dues, which shall become effective at the end of the said thirty (30) days.

The Company will notify the Union in writing of each newly hired employee within ten (10) working days of commencement of employment, giving the date of hire and the job classification to which the employee has been assigned.

Article 5: HOURS OF WORK AND OVERTIME

Section 5.01 Definition

- a) **DAY**
For the purpose of this Agreement, a day shall be considered as the twenty-four (24) hours beginning at 23:00 hours and ending at 23:00 hours the following day.
- b) **WEEK**
For the purpose of this Agreement, a week shall be considered as the seven (7) day period beginning at 23:00 hours on Friday and ending at 23:00 hours the following Friday.

Section 5.02 Normal Working Day and Week

a) DAY WORKERS

For day workers, the normal working day shall be one of eight (8) hours from 7:00 a.m. to 3:00 p.m. with a twenty (20) minute paid lunch break (which may mutually be changed by one (1) hour by agreement between the Company and Union) and the normal work week shall be forty (40) hours in five (5) days of eight (8) hours each from Monday to Friday.

b) SHIFT WORKERS

As per letters of understanding for 10 and 12 hour shifts.

c) For the purpose of this Agreement, callbacks before the commencement or after the end of an employee's regular working hours and the addition of overtime shall not be interpreted as a change in the regularly scheduled working hours.

d) Both parties agree to look at different shift configurations should the need arise. This clause is intended to address specific needs, for example, rail loading and maintenance. The intent is not to override 5.02(a) except in the case of emergencies and shutdowns.

Section 5.03 Overtime at One and One-Half Times Regular Hourly Rate

Employees shall be paid at the rate of time and one half (1-1/2) their regular rate for work performed under the following conditions:

a) Work in excess of eight (8) hours and up to ten (10) hours in any one day.

- b) Work in excess of forty (40) regular hours in any one normal working week.
- c) When the Company is unable to give employee(s) forty-eight (48) hours notice prior to changing their regularly scheduled shift or working hours, the employee(s) shall be paid at the rate of one and one-half times the regular rate of pay for all hours worked on the new schedule during such period of the forty-eight (48) hours notice.
- d) For work performed on the first regularly assigned day off (first day of rest).

Section 5.04 Overtime at Two Times Regular Hourly Rate

Employees shall be paid at the rate of two (2) times their regular hourly rate for work performed under the following conditions:

- a) Work in excess of ten (10) consecutive hours, exclusive of lunch period and in excess of ten (10) hours in one (1) day or any twenty-four (24) hour period.
- b) Work performed on their second regularly assigned day off (i.e. their second day of rest).
- c) **All** hours worked on a Sunday.

Section 5.05 Call Back

- a) When an employee has completed his regular shift and is called back and asked to report to work with sixteen (16) hours notice or less, he shall be paid double times his regular hourly rate for each hour worked up to the starting time of his next regular shift. An employee who works less than three (3) hours **is** guaranteed a minimum of six (6) hours pay at his regular hourly rate. In the event an employee is given more than sixteen (16) hours notice, such work will be scheduled overtime.

Call-out Compensation:

- A call-out is considered scheduled overtime if the employee receives more than 16 hours notice. In this instance, the provisions of Section 5.05 do not apply.
- Employees who have completed their regular shift and are called back with sixteen (16) hours of notice or less, shall receive double time for each hour worked up to the starting time of his next regular shift.
- Employees who work **less** than three (3) hours are guaranteed a minimum of six hours pay at his regular hourly rate.

Rest Period Entitlement:

- If any part of a call-out occurs between 11:00 pm and 5:00 am (for day workers or shift workers on days) or between 11 a.m. and 5 p.m. (for shift workers on nights), employees receive a minimum of four (4) hours paid time off (i.e. sleep time) for the callout,

- plus an additional hour of paid time off for each hour worked between 11:00 pm and 5:00 am, as per the following table:

Called Out At:	Worked Until 11:00 PM	Worked Until 12:00 AM	Worked Until 1:00 AM	Worked Until 2:00 AM	Worked Until 3:00 AM	Worked Until 4:00 AM	Worked Until 5:00 AM	Worked Until 6:00 AM	Worked Until 7:00 AM
11:00 PM	X	5	6	7	8	8	8	8	8
12:00 AM	X	X	5	6	7	8	8	8	8
1:00 AM	X	X	X	5	6	7	8	8	8
2:00 AM	X	X	X	X	5	6	7	7	7
3:00 AM	X	X	X	X	X	5	6	6	6
4:00 AM	X	X	X	X	X	X	5	5	5
5:00 AM	X	X	X	X	X	X	X	X	X

- If the employee needs to work two (2) hours or less (four hours or less for a 12-hour production worker) to make up the balance of his shift, the employee has the option to return to work to complete his shift or to take an approved, unpaid absence. The employee will notify the supervisor of his choice.
- If the employee needs to work more than two (2) hours (more than four hours or less for a 12-hour production worker) to make up the balance of his shift, the employee will make the necessary arrangements with his supervisor to work the hours.

- b) **INTENT**
To provide a reasonable period of rest for employees working non-scheduled overtime between the crucial hours of 11 p.m. and 5 a.m.

- c) An employee who is designated by the Company to be on standby and/or carry a pager/cell phone shall be paid seventy-five dollars (\$75.00) per day while on such status, effective December 1, 2006. This amount will increase to one hundred dollars (\$100.00) effective December 1, 2008.

Section 5.06 *Shift Differential*

- a) **SHIFT DIFFERENTIAL**
Effective date of ratification, a unit of shift differential for the afternoon and night shift shall be one dollar ten cents (\$1.10) per hour. Effective December 1, 2007, this amount shall increase to one dollar thirty cents (\$1.30) per hour. Effective December 1, 2008, this amount shall increase to one dollar fifty cents (\$1.50) per hour. Effective December 1, 2009, this amount shall increase to one dollar seventy cents (\$1.70) per hour.

- b) **PAYMENT OF SHIFT DIFFERENTIAL**
A shift worker and a day worker assigned to shift work shall receive one unit of applicable shift differential for each hour worked by him on the afternoon or night shift.

The shift differential applicable is governed by the shift during which the hours are actually worked, and the amount of shift differential is the rate in (a) above multiplied by the actual hours worked.

Section 5.07 No Pyramiding of Premium Rates

Hours paid under Sections 5.03, 5.04, and 5.05 shall not be pyramided, that is to say, that weekly overtime shall not be paid until after completion of the normal working week of forty (40) regular hours in five (5) days of eight (8) hours each, and that hours paid under any one of the above mentioned Sections shall not be included in determining whether an employee is entitled to overtime under any other Section of this Article.

Section 5.08 Distribution of Overtime

Overtime shall be divided as equitably as practical among employees performing a similar class of work. Employees are expected to work overtime but may refuse for legitimate reasons without penalty except that it be provided that employees working on regular continuous operating jobs must remain on their job until relieved or a substitute is provided. Overtime hours worked by a charge hand will be applied to the overtime equalization list.

Section 5.09 Shut Changes and Minimum Hours for Shift Employees

It is understood that no employee shall be scheduled to work less than eighty (80) hours in any two (2) week period as a result of a shift change by the Company.

Section 5.10 Minimum Time Requirement

Any employee who is required to report to work shall be given at least four (4) hours at the applicable rate and shall receive full

time pay for all time thereafter that he is required to remain on the premises ready for work. Should an employee fail to fulfil these requirements, they will be paid for the actual hours worked at the applicable rate.

Section 5.11 No Guarantee of Work Implied

Nothing in this Article **is** to be taken as a guarantee of work to any employee for such hours or for any other hours.

Section 5.12 Supply of Food

The intent of this article **is** to provide hot, nourishing meals for employees at reasonable costs.

- a) The Company shall provide hot meals as follows:
 - i. If daily overtime abutting **an** employee's scheduled hours exceeds two (2) hours (one (1) hour for employees working on scheduled nine (9), **ten** (10) or twelve (12) hour shifts), and every four (4) hours thereafter.
 - ii. **An** employee who is called back with less than two (2) hours notice will **be** entitled to a meal if the duration of the Call Back exceeds two (2) hours, and every four (4) hours thereafter. An employee who has received two (2) or more hours notice of a Call Back will not be entitled to **an** overtime meal.
 - iii. An employee shall have the option of receiving the

first or subsequent meals if he is so entitled or receiving a fifteen dollar (\$15.00) food voucher to the maximum allowable by Canada Customs and Revenue Agency. Should the Canada Customs and Revenue Agency maximums be reached, a fifteen dollar (\$15.00) meal allowance in lieu thereof will be added to his pay.

- iv. Food vouchers will be distributed on the second pay period of each month.

- b) In Cadomin in the event that food is not available, the employee will receive a fifteen dollar (\$15.00) food voucher to the maximum allowable by Canada Customs and Revenue Agency. Should the Canada Customs and Revenue Agency maximums be reached, a fifteen dollar (\$15.00) meal allowance in lieu thereof will be added to his pay.

Article 6: HOLIDAYS

Section 6.01 Holiday Allowance

- a) Except as otherwise stipulated in Section 6.02, an employee shall be paid an amount equal to eight (8) hours pay at his straight time rate for the following holidays, whether or not he works on such holidays:

New Year's Day	August Civic Holiday
Third Monday in Feb.	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
First Monday in June	Christmas Day
Canada Day	Boxing Day

The rate of pay for a statutory holiday will be the employee's regular rate of pay on the day worked preceding the holiday. If the employee is working in a higher classification on the day worked preceding the holiday, the employee must work in that higher classification for the full shift to be eligible for that rate.

- b) An employee who is laid off or retired shall receive, at the time that he is laid off or retired, pay for any of the said holidays that fall within the thirty (30) day period immediately following the day of his layoff or retirement.
- c) The first Monday in June as stated above will only be granted to Edmonton Plant employees, whereas the second Friday in June, commonly known as Farmer's Day, will only be granted to Cadomin Quarry employees.
- d) When a holiday listed in (a) above occurs during an employee's vacation, the period of his vacation shall be extended by same.
- e) In the event that the Provincial or Federal Government proclaims an additional public holiday, such holiday will be added to the present paid holidays, provided such holiday is not listed above and further provided that such proclaimed holiday is not a substitute or a replacement for any present legislated holiday. In the event that the Provincial Government changes the day on which "Family Day" is observed, it is understood that "Family Day" will be observed on the third Monday in February and that no additional holiday will be observed or further entitlement result.

Section 6.02 Stipulation on Holiday Allowances

An employee shall not be entitled to be so paid for such holiday:

- a) If he does not work on the holiday when he has been scheduled to do so, unless he is absent due to sickness or accident.
- b) If he has been absent without permission on any of his regularly scheduled working days immediately preceding or succeeding the holiday.
- c) If the holiday occurs while he is on leave of absence exceeding five (5) days duration.
- d) If he has been absent from his work for reasons of sickness or accident for ninety (90) consecutive days preceding the holiday, or, if he has been absent from work for reasons other than sickness or accident for thirty (30) consecutive days preceding the holiday.
- e) If he has not attained seniority and has not met the eligibility requirements under the Employment Standards Code.

Section 6.03 Working on Holidays

In addition to any holiday pay entitlement in Sections 6.01 and 6.02 above:

- a) An employee who works on any of the holidays mentioned in Section 6.01, shall be paid for all hours worked at the rate of time and one-half (1-1/2) his regular hourly rate.

- b) An employee who is not scheduled to work on a holiday mentioned in Section 6.01 and is requested to work with less than seven (7) days notice, (five (5) days notice if such scheduling is the result of a late vacation request) shall be paid for all hours worked at the rate of double (2) times his regular hourly rate.
- c) In the event that a Holiday falls on a Sunday, regular hours worked will be compensated at two-and-one-half (2.5) times the employee's straight time rate. Such individual will also receive eight (8) hours holiday pay provided he is eligible for such in accordance with the provisions of Article 6.
- d) Any holiday falling on a Saturday or Sunday shall be observed by those individuals working on a regular Monday-Friday schedule (e.g., Day Workers, Janitors, etc.) on the day designated as the holiday by the Company.

Article 7: VACATIONS

Section 7.01 General Vacation Entitlement

Employees covered by this Agreement with less than one (1) year's continuous service with the Company, shall receive vacations with pay in accordance with the provisions of the Alberta Employment Standards Code.

Section 7.02 Vacation Entitlement

- a) Employees with less than three (3) years of continuous service will receive two (2) weeks annual vacation. Employees with three (3) or more years of continuous

service will receive three (3) weeks annual vacation. Employees with eight (8) or more years of continuous service will receive four (4) weeks annual vacation. Employees with eighteen (18) or more years of continuous service will receive five (5) weeks annual vacation. Employees with thirty (30) or more years of continuous service will receive six (6) weeks annual vacation.

Effective November 30, 1998 the six (6) week vacation entitlement level will be eliminated. Those employees who have qualified for the sixth (6th) week of vacation as at November 30, 1998 will be red-circled at the six (6) week level.

- b) Employees with over one (1) year service will be required to have worked a minimum of eight hundred (800) hours in the previous anniversary year to qualify for a full vacation in the following year. For any period of less than eight hundred (800) hours worked, the vacation entitlement will be calculated on a pro-rated basis of one-twelfth (1/12) of full vacation entitlement for each month credited. In case of layoff, such employee may elect to leave vacation pay credits with the Company until his vacation period in the next calendar year. In no event shall any employee who is on layoff be required by the Company to take his vacation during periods of plant shutdown or curtailment of operations.

Section 7.03 Time of Vacation

The first two (2) weeks of the vacation shall be granted insofar as is possible during the period from June 1st to September 30th in each year but vacations in excess of two (2) weeks must be taken when designated by the Company. In the selection of

dates, every effort will be made consistent with the necessities of the operations, to allow the employees to exercise their choice in accordance with their seniority status.

Section 7.04 Vacation Pay

- a) Subject to other provisions of this Article, all employees covered by this Agreement will be entitled to an annual vacation with pay in accordance with the following schedule:

Vacation Pay: The Greater of **I or II**

Continuous Service	I Employee's Straight Time hourly rate as of pay period immediately prior to his vacation.	II The following percentage of the employee's gross wages earned during the previous calendar year in accordance with the Statement of Remuneration Paid (T4 Slips) filed by the Company.
--------------------	---	--

After 1 yr.	80 hours	4%
After 3 yrs.	120 hours	6%
After 8 yrs.	160 hours	8%
After 18 yrs.	200 hours	10%
After 30 yrs.	240 hours	12%

- b) Application requests for all vacation entitlement must be submitted on the form provided to the employee's

supervisor by April 1st. Where the wishes of two (2) or more employees conflict, the matter will be decided firstly by circumstances of operation as determined by the Company and secondly, seniority. Employees failing to make written application by April 1st will receive consideration after all written applications. A vacation schedule will be posted on the bulletin board(s) not later than April 30 of each year.

- c) An employee's earned vacation not taken in the year following his anniversary date governing such entitlement will cancel the days off provision and be subject to vacation pay allowance only for all outstanding vacation in accordance with Article 7, Section 7.04, such payment to be made within two (2) weeks of the employee's anniversary date.
- d) Vacations will be scheduled on a weekly basis wherever practical to ensure continuity of operations.

Section 7.05 Payment of Vacation Pay

Vacation pay shall be available to the employee two (2) days before his last shift prior to the beginning of the scheduled vacation.

Article 8: RATES OF PAY AND JOB CLASSIFICATION

Section 8.01 Appendix "A" & "B": Occupations and Wage Rates Classifications

The classification of existing occupations and wage rates applying thereto shall be shown in Appendix "A" and "B" which are made part of this Agreement and signed for identification by the parties hereto.

Section 8.02 Change of Job Content and Creation of New Positions

In the event that during the term of this Agreement the content of a job is substantially changed as to the nature or amount of work therein, or a new job is created, the wage rate and/or classification of such job shall, at the written request of either party, be made the subject of negotiations between the Company and the Union. If the parties fail to reach a mutually satisfactory conclusion by such negotiations within thirty (30) days of the date of receipt of such written request, then at the request of either party, an Arbitration Board shall be established pursuant to Article 11, of this Agreement and the matter of the wage rate and/or classification of such job shall be submitted to such Board whose decision shall be binding pursuant to Article 11.

Section 8.03 Temporary Job Payment

When an employee is required temporarily to fill a job, other than his regular job, his rate of pay shall be decided as follows:

- a) If the rate of pay for the temporary job is lower than his regular rate of pay, **he** shall be paid his regular rate of pay.
- b) If the rate of pay for the temporary job is higher than his regular rate of pay, he shall receive such higher rate of pay for a minimum of four (4) hours once work on the temporary job has commenced. Should he work in excess of four (4) hours on the temporary job, he shall be paid at that higher rate of pay for the remainder of that shift.

Section 8.04 Permanent Job Payment

An employee transferred permanently **to** a new job of a higher classification shall be required to serve a four (4) week instructional period on the new job and during this instructional period on the new job, shall receive pay as follows:

- a) If he has previously been classified on the job classification, he shall receive full pay on that classification.
- b) If he has not previously been classified in that classification, he shall receive pay one (1) classification lower than the job classification during his instructional period.

Section 8.05 Exercise of Seniority

- a) When an employee exercises his seniority to replace an employee at a lower job rate, such lower rate shall become effective when the employee **assumes** his new duties.

- b) If he has not previously been classified in that classification, he shall receive pay one (1) classification lower than the job classification during his instructional period.

Article 9: MEETING AND NOTICES

Section 9.01 *Frequency of Meetings*

- a) The Union and the Company shall hold a meeting at least once each month **in** Edmonton for the purpose of exchanging information and developing a good understanding of mutual problems and prompt and reasonable solutions. Each party shall advise the other in writing of the issues it wishes to discuss at the meeting three (3) working days or more before the scheduled meeting date.
- b) The Union and the Company agree to hold a meeting during the afternoon of the last Tuesday of each month in Cadomin for the purpose of exchanging information and developing a good understanding of mutual problems and prompt and reasonable solutions therefore. The Cadomin meeting shall be identified **on** the Edmonton shift schedule. Each party shall advise the other in writing of the issues it wishes to discuss at the meeting three (3) working days or more before the scheduled meeting date and copies will be forwarded to the Edmonton Plant Manager. The Union Executive shall also schedule its monthly meeting with members in Cadomin on the last Tuesday of each month. Furthermore the Company is, at all reasonable times, willing to meet a duly appointed committee of its employees or representatives of its employees for the purposes of discussing hours of work, working conditions and

grievances. A meeting shall take place as soon as possible after the date of request for same by either the Company or the Union. In the event of any conference mutually agreed upon between the committee and the Company that shall occur during working hours, employees shall be paid their regular rate per hour for the time consumed in any such conference.

Section 9.02 Union Committee

The Union agrees to furnish the Company with a list of its Officers and Union Committee and keep this list up to date at all times. The Company will recognize a Union Committee of five (5) employees provided the number of active on-roll employees at the Edmonton Plant and Cadomin Quarry is one hundred and fifty (150) or more. If the plant and quarry active on-roll workforce is one hundred and forty-nine (149) or less, a Union Committee of four (4) employees will be recognized.

Section 9.03 Posting of Notices

The Company agrees to place five (5) bulletin boards for exclusive Union use in conspicuous places for the purpose of posting notices regarding meetings, conventions, social gatherings or factual statistical information of interest to the Union and bearing the signature of a properly authorized Officer of the Union.

Article 10: DISCIPLINE

Section 10.01 General Principle

The Union agrees to co-operate with the Company as regards to Company rules and will make every reasonable effort to combat misconduct.

Section 10.02 ~~Rights~~ and Appeals

- a) The Company reserves the right to discharge or suspend any employee for just cause. In the case of a discharge or suspension of permanent employees who have completed a probationary period of sixty (60) days, the Company shall notify the Union in writing within five (5) days thereof, at the same time indicating the reasons therefor. A claim by any such employee covered by the terms of this Agreement that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager within ten (10) working days after the employee is discharged or suspended. Such cases will be settled under Article 11, Grievance Procedure, starting at Step Number III. Such grievance may be settled under the Grievance or Arbitration Procedure by:

I. Confirming the Company's action.

II. Reinstating the employee with or without compensation for time lost

OR

III. By any other arrangement mutually agreed upon by the parties or as determined by a Board of Arbitration.

b) Use of Past Record

When imposing discipline **on** an employee, the Company may take into consideration any other infractions that occurred during the previous twenty-four (**24**) months. If an employee was absent (due to disability or layoff) for more than one month during the previous twenty-four (24) months, the Company may extend the period for considering previous infractions by the amount of time the employee was absent beyond the one month.

Section 10.03 Notice if Unable to Report

Whenever possible, an employee shall give the Company twenty (20) hours notice that he will be unable to report for work. When twenty (**20**) hours notice cannot be given, the employee must notify the Company **as** soon as possible. Failure to comply with the foregoing regulation constitutes absenteeism and subjects the employee to discipline.

Article 11: GRIEVANCE PROCEDURE

The Company assures the Union that it is interested in seeing that all grievances receive prompt and objective consideration on their merits. The Union assures the Company that it will make a sincere and determined effort to keep the procedure free of unmeritorious grievances. It is the intent of the parties to settle grievances at the lowest possible level, preferably through discussion between the supervisor and employee or employees concerned.

Section 11.01 Steps in Grievance Procedure

Any employee, or group of employees represented by the Union, seeking adjustment of a complaint, misunderstanding or grievance as to classification, wages, hours of work, or any other matter coming under the scope of this Agreement, shall proceed as follows:

Step 1 Employee and Steward File Complaint and Present Grievance to Supervisor

In the event that a complaint or grievance arises the employee concerned shall take the matter to his Supervisor accompanied by his Shop Steward if the employee so desires. If after discussion with the supervisor, the supervisor's decision is not acceptable to the employee, the employee's complaint shall become a grievance by presenting it to the supervisor in writing on the standard form, signed by the employee and the Shop Steward. Grievances must be presented within ten (10) working days of the date on which the grievance occurred (a grievance involving pay must be presented within ten (10) working days after payment is made for the period of occurrence).

Step 2 Written Grievance Presented to Superintendent

In the event that, within a period of four (4) working days following the supervisor's receipt of the written grievance, the supervisor does not provide the Shop Steward with a decision, or if given within such time, his decision is unsatisfactory to the Union, the Chief Shop Steward shall refer the grievance to the Superintendent within five (5) additional working days. The Superintendent shall discuss the grievance with the Chief Shop Steward and shall render a decision in writing within four (4) working days following such discussion.

A "policy grievance" which is a grievance affecting the rights of either party, may be submitted directly to the Superintendent, bypassing Step 1 above.

Step 3 Union Grievance Committee Presents Grievance to the Plant Manager

In the event the Superintendent fails to give a decision or a decision satisfactory to the Union within the said four (4) working days, the Union Grievance Committee, comprised of the Chief Shop Steward and two other representatives, shall, within a further period of five (5) working days (for grievances emanating from Cadomin fifteen (15) working days) refer the matter to the Plant Manager or his designated representative. After the Plant Manager or his representative has met with the Union Grievance Committee, he shall render a decision within five (5) working days of the meeting.

Step 4 Grievance Review

In the event that the Plant Manager fails to give a decision or a decision satisfactory to the Union, the Union Grievance Committee may refer the grievance within a further ten (10) working days to a meeting of the Plant Manager and the Human Resources representative and a representative of the International Union and the President of the local Union (or his designated representative) to discuss the grievance.

Step 5 Referral to Arbitration

Should a satisfactory agreement between the parties not be arrived at as the result of the procedure described heretofore, the matter shall be then referred to a Board of Arbitration. If no written request for arbitration is received within thirty (30)

working days after the Step 4 meeting, the grievance shall be deemed to have been settled or abandoned.

Section 11.02 Members of Arbitration Board

The Board shall consist of three (3) members, one (1) named by the Company, one (1) named by the Union, and a third member mutually agreed upon and named by the two (2) members named by the Company and the Union. This third member shall act as Chairman of the Board of Arbitration.

Each of the parties to this Agreement shall have their respective Board member selected and made known to each other within five (5) working days of notice being given by either Party for the establishment of the Board. The two (2) members thus selected shall endeavour to agree on the selection of Chairman within the time prescribed. In the event that they are unable to agree on the selection of a Chairman within the time prescribed, the Minister of Labour for the Province of Alberta shall be requested to name a Chairman.

Section 11.03 Jurisdiction of the Board

After the Board has been formed by the foregoing procedure, the three (3) members shall meet and hear the evidence of both parties and render a decision.

The decision of the Board on the matter at issue **shall** be final and binding on both parties but the jurisdiction of the Board shall be limited to deciding the matter at issue within the existing provisions of the Agreement, and in no event shall the Board have power to add to, subtract from, alter or amend this Agreement in any respect. Except that the Board shall have the

power to adjust or change a wage rate and classification as provided under the provisions of Article 8, Section 8.02.

Section 11.04 Share of Costs

Each party shall pay its own costs and the fees and expenses of witnesses called by it, and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.

Section 11.05 Extension of Time Limits

The time limits provided under the Grievance Procedure may be extended by written mutual agreement of the parties.

Article 12: SAFETY AND WELFARE

Section 12.01 General Principle

It is mutually agreed by the Company and the Union that the safety of the employees is of a paramount interest to both parties and that the present Safety Program shall be continued. The Company agrees that it will continue to 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.

Section 12.02 Safety Committee

The Union shall co-operate with the Company in setting up Safety Committees at the Cadomin Quarry and at the Edmonton

Plant. Each Safety Committee shall consist of four (4) members appointed by the Union, who shall represent the employees, and four (4) members appointed by the Company to carry out its responsibilities in accordance with the Safety Program Policy and Procedure Manual.

The Safety Committee shall act as an advisory body to the Company. A Safety Committee meeting shall be scheduled monthly. Incident investigations, planned inspections, and safety audits shall be performed jointly by Committee members and the findings shall be submitted, in writing, to the Quarry Manager at Cadomin and to the Plant Manager at Edmonton.

Section 12.03 Right to Appeal Working Conditions

In case an employee has been instructed to work under conditions which he believes to be hazardous, he shall have the right to refuse to do so pending investigation by the foreman and the Shop Steward or the foreman and the Safety Committee. In case of disagreement, the matter shall be processed by the grievance procedure.

Section 12.04 Safety Boots

a) Safety Boots:

In consideration of the employee's safety, upon ratification of this agreement the Company will provide an annual safety boot allowance of \$175.00 per employee, effective January 1, 2007. This amount will increase to \$225.00 per employee effective January 1, 2010. **All** employees will be required to wear CSA approved work boots in good repair while on site. The annual boot allowance will appear on individual employee's first pay cheque in January each year.

b) Safety Glasses:

Prescription safety glasses will be provided to employees who require them by the Company on a periodic basis. Safety glasses will be replaced as required at the discretion of the Supervisor.

c) Coverall Program:

The Company will for the duration of this Agreement continue the coverall program presently in effect.

Section 12.05 Mantrip to Hinton

The Company will provide transportation (third party or a company vehicle) between Hinton and the Cadomin Quarry at no cost to employees for regular scheduled shifts and scheduled overtime.

Company vehicles are intended for the transport of employees and not for personal use. Employees returning to the Quarry on a Call Back will provide their own transportation.

Article 13: SENIORITY

Section 13.01 General Principle

The Company accepts the principle of employment security based on length of service with the Company. Promotional preferences will be based on length of service, ability and physical fitness to perform the work in question.

Section 13.02 Commencement of Seniority

- 1) a) **All** newly hired employees shall be considered to be on probation for a period of sixty (60) days and shall be subject *to* termination during such period at the discretion of the Company.
- b) The probationary period will be extended by one (1) working day for each working day missed due to a lost time injury accepted as such by WCB.

The probationary period may be extended by the Company by one (1) working day for each working day of approved absence resulting from illness or non-worked related injury.

- 2) a) The Company may hire individuals for temporary assignments to satisfy plant requirements and such employees will be designated as temporary employees. The type of work performed by such employees will be special projects which are not normally considered to be part of the operation of the Edmonton Plant or Cadomin Quarry or other projects as mutually agreed by the Company and the Union. It is understood that the Union will not unreasonably withhold its agreement re temporary projects as proposed by the Company. Temporary employees may attain seniority if they satisfy the provisions of 13.02 1) above, but they will not be considered as having regular employee status unless the Company so advises the individual and the Union.
- b) **A** temporary employee who attains seniority as per the above will retain his seniority and recall rights

for a period equal to the time he actually worked for the Company, to a maximum of twelve (12) months. Such temporary employee who is laid off and is not recalled within the period of recall defined herein will lose his seniority when his period on layoff equals the time he has worked for the Company.

- c) A temporary employee who is continuously on the active role **for** more than one (1) year will attain regular employee status. Such individual will then be eligible for seniority retention as per Section 13.04 (f) should he subsequently be laid off.
- d) A temporary employee who is on the active role for more than six (6) months but less than one (1) year, and is subsequently laid off, will attain regular employee status should he be recalled within his period of seniority retention as detailed in 13.02 2) b) above. If he is not recalled during his eligible period he will lose his seniority.

3) Summer Relief Employees

A person hired to work during the mid-April through mid-September period in a calendar year, who, when applying for such temporary work advised the company that he had registered or intended to apply for admission for the fall term at an educational institution, shall be on a probationary status throughout his term of employment and shall not acquire seniority. The Company shall terminate the employment of a summer relief employee on the completion of his work assignment. If a summer relief employee completes five (5) consecutive active on-roll months of employment during the mid-April through mid-September period in a calendar year and he applies for and is accepted by the Company for regular full time

employment he shall acquire seniority with his seniority date recorded as his date of hire as a summer relief employee in that calendar year.

Section 13.03 Seniority List

- a) The Company will supply the Union with a Seniority List giving names and date of hiring of each employee.
- b) The Company will update the Seniority List on a monthly basis.
- c) New employees will not be placed on the Seniority List until completion of the probationary period outlined in Section 13.02.

Section 13.04 Loss of Seniority

Seniority shall be determined by the total period of an employee's service with the Company, including vacations, authorized leave, sick leave, and layoffs subject to the conditions in (f) below. An employee shall lose his seniority and his employment shall be terminated if:

- a) He voluntarily terminates his employment.
- b) He is dismissed with just cause
- c) He is absent for seven (7) days in any calendar year without permission. (Proven sickness or personal or family emergency shall be deemed to constitute permission). Absent time cards must be signed by employee on return to work. It is understood that this provision does not in

any way prevent the Company from disciplining employees for absenteeism.

- d) The employee has accepted or received termination benefits under the Plant Closure (Article 15.03).
- e) He fails to return to work within two (2) weeks of notice during a layoff. A notice sent by Registered Mail to the employee's last known address shall constitute necessary notice.
- f) If he is laid off for a maximum period of forty-eight (48) months after his name has been removed from the active roll due to layoff. In order to retain his name on the recall list and retain his seniority, an employee must submit a written request to the Plant Human Resources Administrator commencing on the date the employee has been on layoff for twelve (12) months and each six (6) months thereafter, up to and including the date on which he has been on layoff for forty-two (42) months. If the employee's written request is not received by the Company on or before the due date (defined to be the last day of any month in which the employee is required to provide such notification), the employee's name will be removed from the seniority list and his employment terminated. Even if the employee complies with the write-in provision as detailed above, he will lose his seniority and his employment will be terminated following forty-eight (48) months on layoff.
- g) The employee receives a permanent total disability benefit under the Accidental Death and Dismemberment insurance or Long Term Disability policies. If such employee recovers and either (a) his permanent total disability benefit is discontinued or (b) his permanent total disability benefit has been fully paid, his seniority,

including that which he otherwise would have acquired during the period of his disability, shall be restored. If the period of his disability, however, was for a period longer than the seniority he had on the date he was approved for a permanent total disability benefit he shall reacquire seniority equal to the amount of the seniority he had on the date such permanent total disability benefit was approved.

Section 13.05 Edmonton-Cadomin Seniority Rights

Employees at Cadomin shall not hold seniority at Edmonton and employees at Edmonton shall not hold seniority at Cadomin. Employees may, however, be transferred between Edmonton and Cadomin to fill vacancies if the employee so agrees.

Section 13.06 Further Rules of Seniority

In all cases of promotion to a higher paid classification in the Bargaining Unit, filling of vacancies or newly created jobs, reduction of work force and recall after layoff, the following factors will be considered:

- a) Seniority
- b) Ability to perform the work. The standard of ability is whether or not the employee can meet the reasonable requirements of job performance in terms of both quality and quantity as initially established by the Company. Where an Arbitration Board is constituted to deal with a dispute under Article 13, the Board shall have the right to rule upon whether the requirements, as established by the Company, are necessary to the performance of the job, and such ruling shall be final and binding on the parties.

- c) Physical fitness to perform the job in question.
- d) When several persons are being considered and more than one (1) meets the standard of ability and physical fitness established by (b) and (c), seniority shall govern.
- e) Qualifications as established by the Company for any job must be reasonable, necessary and relevant to the performance of such job.
- f) The qualifications for new entrants to the position of Laboratory Analyst or Day Analyst or those bumping to these positions shall be Grade 12 Math, Grade 12 Physics and Grade 12 Chemistry or equivalent educational standing.
- g) The minimum educational requirements for both CCO and PRO shall be Grade 12 or equivalent. A minimum of two (2) years of production experience or five (5) years of plant experience will be required for entrance into these positions. The employees who occupy these positions on a permanent basis as of March 11, 2003 and who lack the grade 12 or equivalent requirement will be grand-fathered (i.e. will not require grade 12 to remain in their current position as CCO or PRO, and will not prevent them from moving between the CCO and PRO positions).

Section 13.07 Employment of New Employees

New employees will not be hired if there is an employee on layoff who is capable of performing the work required as determined under the qualifications of Section 13.06 (b) and (c).

Section 13.08 Discontinuation of Jobs & Layoff Provisions

1) DEFINITIONS

When used in this Agreement:

- a) The term "*temporary discontinuance*" means the cessation of a job for a period of time and the reassignment or layoff on a temporary basis of the employee who normally performs the job. A temporary discontinuance of a job due to a planned or unplanned curtailment of plant or quarry operations may result in a reduction in the working force for a projected period of time of up to 12 months.

- b) The term "*permanent discontinuance*" is when the Company has eliminated a job or when a job has been temporarily discontinued and has not been permanently reactivated for a 12 month period. A permanent discontinuance may result in the "indefinite layoff" which is a reduction in the working force for an unknown or indefinite duration.

- c) The term "*bumping*" means the exercise of seniority rights by an employee as a result of the discontinuance of jobs or layoffs.

- d) The term "*permanently classified job*" means a job which an employee:
 - (i) has posted for and has satisfied the provisions of Section 13.06.

- (ii) after his job was permanently discontinued, has bumped into and holds pursuant to the provisions of Section 13.10.
- (iii) after his job has been temporarily discontinued for twelve (12) months, and has not been permanently reactivated, has bumped into and holds pursuant to the provisions of Section 13.10, or if he does not have the seniority to bump under the terms of Section 13.10, the job he holds at the expiry of the twelve (12) month period.

Section 13.09 Temporary Discontinuance & Temporary Layoff

- a) In the event the Company announces the temporary discontinuance of a job or operation or a temporary layoff, the employees in the classifications affected will have their jobs discontinued or be laid off according to their seniority with the junior employees' jobs being discontinued first.
- b) If an employee's job is to be temporarily discontinued he may apply in writing to the Plant Human Resources Department, within seven (7) days of being given notice of such job discontinuance, to bump an employee with lesser seniority provided he meets the requirements of ability and fitness to perform the work as defined in Section 13.06.
- c) An employee who is bumped by a more senior employee as a result of the temporary discontinuance of a job or a temporary layoff may also make application to displace an employee with lesser seniority in accordance with the procedure in (b) above.

- d) An employee who bumps a less senior employee shall be given a fair training and assessment period on the job not exceeding two (2) weeks or ten (10) working days **unless** it becomes obvious that the employee is not capable of performing the job.
- e) An employee who does not elect to bump a less senior employee or whose seniority is not sufficient to bump another employee shall be laid off and recalled pursuant to the provisions of Section 13.06 and Section 13.11.

Section 13.10 Permanent Discontinuance & Indefinite Layoff

- a) If the Company announces the permanent discontinuance of a job or operation, or after a job has been temporarily discontinued for twelve (12) months which has not been permanently reactivated, the employees whose jobs are as a result being permanently discontinued may apply in writing to the Plant Human Resources Department within seven (7) days of notice of job discontinuance to displace a **less** senior employee provided they meet the requirements of ability and fitness to perform the work as defined in Section 13.06. An employee whose job has been permanently discontinued and who bumps a less senior employee shall be given a fair training and assessment period on the job not exceeding six (6) weeks or thirty (30) working days.
- b) An employee who is bumped by a more senior employee may apply to displace a less senior employee in accordance with the procedure in (a) above.

- c) An employee whose job is permanently discontinued and who has not applied to bump a less senior employee or who is unable to bump a less senior employee or who is indefinitely laid off, shall at the time of his layoff elect in writing one (1) of the two (2) options set forth in Section 13.11.

Section 13.11 Recall

Recall from temporary layoff, including those laid off as a result of temporary job discontinuance and indefinite layoff, including employees laid off due to permanent discontinuance of jobs shall be in accordance with the following principles.

- a) Recall from layoff shall be carried out according to their seniority standing, that is the most senior employee shall be recalled first, provided, however, that he meets the requirements of ability and fitness defined in Section 13.06.
- b) Notwithstanding the provision in (1) above with respect to recalling the most senior employee first, the Company shall for recalls that do not involve all laid off employees give consideration, depending on plant operating requirements, to the options for recall that an employee is afforded at time of layoff in accordance with this subsection.
 - (i) Recall for any job that the employee is able to perform in accordance with Section 13.06.
 - (ii) Recall only for work in employee's last permanently recorded classification.

An employee on layoff, may at six (6) month intervals effect a change in his choice of options by submitting such request in

writing to the Plant Human Resources Department. If an employee changes his option and such change would allow him to bump an employee at work, he shall be recalled to work after two (2) weeks notice of layoff has been given to and worked by the employee to be displaced.

Section 13.12 Reactivation of Discontinued Jobs

- a) In the event a temporarily or permanently discontinued job is reactivated within one (1) year of notice of discontinuance by the Company, the position shall be filled in accordance with the following:
- (i) The employee who last held the job shall revert to his former job unless he now holds a permanent job by application of Section 13.13 or he does not elect to return to his former position. Employees who held the job within the last year shall revert to the job in order of their seniority.
 - (ii) If the former incumbent is on layoff as a result of not being able to bump a less senior employee, the reactivated job will be posted and filled in accordance with Section 13.14.
 - (iii) Should the job not be filled by the procedure in (i) or (ii) above, the most senior employee on layoff will be recalled pursuant to Section 13.06 and Section 13.11.
- b) The reactivation of a job for a temporary or for a specific duration or purpose will not establish new or additional bumping rights for the employee who formerly held the job and/or who filled the temporarily reactivated position. The employee will revert to his current permanently classified

position or layoff status upon completion of the temporary assignment.

Section 13.13 Posting of Vacancy or New Job

- a) When a vacancy occurs in a regular job or a new job is created, the Company shall post such job or vacancy for a period of six (6) days to allow employees to make application in writing therefor. The application shall be considered in accordance with the provisions of Section 13.06 of this Article.
- b) The successful applicant in the Bargaining Unit shall be given a fair training and assessment period on the job not exceeding six (6) weeks or thirty (30) working days.
- c) The successful applicant shall be placed on the job and commence his training within thirty (30) working days from the expiry of the posting unless the position is cancelled.
- d) In the event that the Company plans to employ an individual from outside of the bargaining unit to fill a current vacancy in the classification of Labourer, such position will be posted internally in accordance with the provisions outlined in this section. It is further understood that the Company is not obliged to post for the position of Labourer if three (3) or more posted Labourer positions have been filled from within the bargaining unit during the twelve (12) month period immediately preceding the current vacancy.

Section 13.14 Temporary Vacancies

Positions which are temporarily vacated by an employee by reason of sickness, accident, training of employees under the provisions of Article 14, Technological Change, or for other reasons or in the event that the Company should create a new temporary position shall **be** posted and filled on a temporary basis for a period of up to ninety (90) days. Applications shall **be** considered in accordance with Section 13.06 of this Article. Any employee who **fills** the job on such basis must revert back to his former position, regardless of his seniority, when the original employee returns to work or when such temporary vacancy ceases. The ninety (90) day period contained in this Section may be extended by mutual agreement between the Company and the Union. The employee successful on such posting will be paid the rate of the job.

Section 13.15 Right of Company to Fill Temporary Vacancies

Notwithstanding the provisions of Sections 13.10, 13.11, 13.12, 13.13 and 13.14 immediately preceding, the Company may fill temporary vacancies or create new temporary positions which do not exceed thirty (30) days without following any of the provisions of such sections, in accordance with Section 13.06.

An employee shall not fill temporary assignments as described above for more than sixty (**60**) working days in a calendar year.

Section 13.16 Employment Outside the Bargaining Unit

When the Company is unable to satisfy the requirements of a job from applicants within the Bargaining Unit with respect to ability and fitness to perform the job in question, as defined in Section 13.06 (b) and (c), it may, at the Company's discretion, employ from outside the Bargaining Unit.

Section 13.17 Chargehands

The intent surrounding the use of Chargehands is to provide supervisory coverage in a fair and equitable manner. Leadership qualities shall be considered along with seniority, ability, and physical fitness when considering applications for Chargehands.

It is understood that an employee at the Edmonton Plant may be assigned as a Chargehand, to replace a supervisor who is absent from work due to vacation, sickness, disability, compassionate leave, training or attendance at meetings. Chargehands may also be assigned to provide supervision during scheduled shutdowns. There shall be no limit to the number or duration of his assignments as Chargehand for the aforementioned reasons. Chargehands are designated as non-working and will not perform bargaining unit work while serving in a Chargehand capacity.

It is understood that an employee may be assigned as a Chargehand at the Cadomin Quarry and there shall be no limit to the number or duration of his assignments as Chargehand.

In all cases, appointment of a Chargehand will be for a specific situation and it will not jeopardize vacation leave.

Article 14: TECHNOLOGICAL CHANGE

Section 14.01 Intent & Policy Statement - Technological Change

Management and Union recognize the importance of lessening as much as possible, the effects of technological changes upon job security and the earnings of employees. Management's policy is that when changes are made, every possible effort will be directed towards maintaining existing Bargaining Unit employees in available jobs. Whenever the installation of mechanical equipment, changes in production method, the installation of new or larger equipment, will have an effect on the job status of one or more employees, the Company 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.

Section 14.02 Newly Created Jobs - Technological Change

- a) Every possible effort will be made to fill newly created jobs resulting directly from technological changes with employees from within the Bargaining Unit.
- b) These jobs will be filled as per Section 13.06 Further Rules of Seniority; Section 13.13 Posting of Vacancy or New Jobs; and Section 13.16 Employment Outside the Bargaining Unit, with the addition of the provisions of paragraphs (c) and (d) following.

- c) In the event that the applicant does not meet the job requirements, but could reasonably be expected to qualify, he shall be selected for training.
- d) A reasonable training period not exceeding forty-five (45) working days or two (2) months will be given for these newly created jobs. The training period will be subject to the regulations of Section 14.04 Training Periods Regulations.
- e) Any job under new Technological Change will be classified as a new job for a period of one (1) year from the date of posting.

Section 14.03 Discontinuance of Job & Displacement- Technological Change

- a) When an employee's job is permanently discontinued, or an employee is displaced by another employee whose job has been permanently discontinued as a direct result of technological change, such employee may displace a less senior employee if the application to do so is made within thirty (30) days and provided that the employee meets the requirements of ability and fitness to perform the work as defined in Section 13.06 Further Rules of Seniority.
- b) In the event that the applicant does not meet the job requirements, but could reasonably be expected to qualify, he shall be selected for training.
- c) A reasonable period not exceeding forty-five (45) working days or two (2) months duration will be given for these cases. The training period will be subject to the

regulations of Section 14.04 Training Periods - Regulations.

Section 14.04 Training Periods - Regulations

- a) In all cases of employees under training, at intervals of ten (10) working days, the instructor or person responsible shall make written reports to the Superintendent, Operations on the employee's progress. Copies of the report will be given to the employee and to the Union Committee; the Union Committee shall meet immediately with the Plant Manager to discuss the implications of such report and any action that might be considered as a result of the report.
- b) For training periods of up to forty-five (45) working days duration, if it becomes obvious at the end of the first or subsequent ten (10) working day period, that the employee cannot absorb the training and consequently perform the job satisfactorily, training will be discontinued and he may be classified as a permanently displaced employee, under the provision of Section 13.10 Discontinuance of Job and Displacement.
- c) Whenever the complexity of a new job warrants a longer training period, a suitable duration will be established and the frequency of progress reports will be related to the duration of training.
- d) An employee undergoing training will continue to receive wages corresponding to his last permanent classification. When training is completed, his wages will correspond to the classification of the position he is assigned, whether it be temporary or permanent. However, in any event, an

employee with six (6) or more years of service shall not be paid less than his wage rate of his last permanent classification until the next contracted wage adjustment.

Section 14.05 Frequency of Training for Position - Technological Change

An employee whose job has been discontinued or who has been permanently displaced by another employee, will be allowed to make a maximum of two (2) applications (for positions other than those applied for by a more senior employee) for another job occupied by a less senior employee, for which the applicant requires training.

Article 15: PLANT CLOSURE

Section 15.01 Plant Closure & Replacement of Plant

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 Inland Region (Alberta, Saskatchewan, Manitoba), affected Bargaining Unit employees may individually select one of the following courses as the result of their involuntary displacement:

- a) Transfer to another operation of the employer in accordance with the provisions of Section 15.02 New Plant Affecting Employees' Status.
- b) Accept a layoff.

- c) Accept termination benefits.
- d) Retirement under the pension plan.

It is understood that an employee may not elect to be laid off.

Section 15.02 New Plant Affecting Employees' Status

In the event the Company constructs a new plant that will affect the employment status of employees in the Company's plant or plants comprising this Bargaining Unit, such employees shall be given an opportunity to make application by seniority for employment in the new plant before it starts operation, and such employees shall be given preferential employment rights for the highest rated job the employee is capable of performing. Such employee shall transfer with him all of his previously accumulated pension, and vacation credits. His seniority rights at the former plant shall terminate upon his establishment of relative seniority rights at the new plant.

Section 15.03 Plant Closure Agreement

- a) In the event that the Company announces the permanent closure or the permanent partial closure [see ^{Note 1}] of the Edmonton Plant during the term of the Collective Agreement December 1, 2006, to November 30, 2010 and the Company is not replacing the facilities as outlined in Article 15, Section 15.01 those hourly employees whose names are on the seniority list as at the date the closure is announced and whose employment is terminated as a result of such closure will receive a one (1) time severance payment as outlined below. If the notice period specified

under the applicable legislation is worked by the employees, the severance payment will be made over and above the period of notice, and will satisfy any and all legislative requirements regarding notice or layoff and/or termination of employment.

- b) The formula to calculate each employee's termination (severance) payment will be eighty (80) multiplied by the employee's highest regular straight lime rate in the last twelve (12) months in a permanent position multiplied by the employee's seniority (in years and fraction thereof) as at his date of termination.
- c) To receive a severance payment, an eligible employee must make application to the Company for such benefit within one (1) month of the termination of his employment and must sign the required Release Form. Upon payment of severance by the Company, such employee will have his employment terminated and will permanently relinquish all his rights under the Collective Agreement and his seniority will be deemed to be lost in accordance with Section 13.
- d) Those employees who are on Weekly Indemnity, Long Term Disability or Workers' Compensation as at the date the closure would have caused their termination, will be eligible for severance as at the date such individual is capable of returning to work, but in no event, if the employee is not capable of returning to work, before his 65th birthday. The severance payment for an individual who is on Weekly Indemnity, Long Term Disability or Workers' Compensation as at the date the closure would have caused his termination will be the lesser of:
 - 1) The amount generated under the formula set forth in paragraph (b) above (with the calculation based on the date that the individual

- would have his employment terminated had he been at work and the rate in effect at that time) or,
- 2) The amount of straight time earnings (based on his rate as at the date he would have had his employment terminated had he been at work) he would have earned between the date he is able to return to work and his 65th birthday.

Section 15.04 Payment Under This Agreement

It is understood and agreed that an employee who receives a payment under this agreement will not be eligible for any other compensation from the Company with respect to the closure of the Plant. It is also understood and agreed that such severance payment is not considered as pensionable earnings and that no vacation or any other entitlement from the Company will accrue to the terminated employee as a result of such payment.

This Plant Closure Agreement will remain in effect from December 1, 2006 to November 30, 2010 (the period of the contract).

NOTE ¹ For the purpose of this Plant Closure Agreement permanent partial closure shall be defined as a 24 consecutive month period during which the Edmonton Plant does not manufacture clinker.

Article 16: LEAVE OF ABSENCE

Section 16.01 Granting of Leave of Absence

The Company agrees that leave of absence without pay and with maintenance of seniority rights may be granted to an employee for good and sufficient cause, provided that the Company's operations, in the opinion of the Company, permit, and that the approval of the Union is obtained. Any employee desiring leave of absence shall make application to his Supervisor, in writing, at least two (2) weeks in advance, if possible.

Section 16.02 Leave for Union Duties

Any employee shall be granted leave of absence, without loss of seniority, wage rate or position, and without pay, to attend conventions or any other duties which his Union may request him for a period not to exceed six (6) weeks, provided all possible 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. An employee who is selected and acts as a full time representative of the Union shall be granted a leave of absence while so representing the Union for the duration of the Agreement with continuity of seniority rights.

Section 16.03 Supervisory Transfers

- a) Any employee selected by the Company to act in a supervisory position (Foreman or higher) for a period of four (4) months in any one (1) year, shall be granted leave of absence, without loss of seniority, classification, or

Union security, provided that he continues to pay his regular Union Dues.

- b) Notwithstanding subsection a) above, at the Cadomin Quarry the Company shall, as required when the Quarry Superintendent is absent, appoint a qualified employee to act as the Quarry Foreman pursuant to the provisions of the Quarries Regulation Act. Such individual will be paid in accordance with Appendix "B" for hours worked as the Acting Quarry Foreman.

For the purposes of Section 16.03 b) the individual remains a member of the hourly pension plan and all benefits as provided in Article 12 of the Collective Agreement shall remain in force.

Section 16.04 Bereavement Leave

In the case of death in the immediate family of an employee, the Company shall grant the employee one (1) day leave of absence with pay. Immediate family shall be meant to include: Mother, Father, Spouse, Children, Brother, Sister, Brother-In-Law, Sister-In-Law, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Grandparents and Grandchildren on both sides, Step-Mother, Step-Father, Step-Brother, Step-Sister, and Step-Children. In the event the employee attends the funeral, or is required to take an active part in the settlement of the estate by being the Executor and/or Administrator of the Estate, the employee will receive an additional two (2) days leave of absence with pay. If an employee is required to travel beyond two hundred fifty (250) kilometres one way to attend the funeral or in connection with his duties as Executor or Administrator of the estate he shall be given one (1) additional day leave of absence with pay. Pay shall be considered as equivalent wages he/she would receive for regularly scheduled hours of work.

The intent is to keep the employee whole for the eligible bereavement time.

Section 16.05 Leave for Jury Duty or Subpoenaed Witness

An employee who is called for jury service or subpoenaed witness shall be excused for any day in which he reports for such services and shall receive wages equal to his/her regularly scheduled hours of work (the intent is to keep the employee whole). The employee shall provide written notice and evidence to the Company as soon as possible of the obligation to report for jury service or subpoenaed witness. It is understood that upon completion of jury duty or subpoenaed witness duty that the employee will report to work for the balance of his shift on that day if his shift has not been completed.

Article 17: APPRENTICESHIP

Section 17.01 Apprenticeship

1. The apprenticeship program shall be that program as provided from time to time by laws of the Province of Alberta. The parties agree to increase the availability of all trades for all employees through the apprenticeship program while recognizing seniority, job posting and mutual needs.
2. COVERAGE:
 - a) The maintenance classifications included in this program are Electrician, Millwright, Welder,

Instrument Technician, Heavy Duty Mechanic, Machinist, and Automotive Mechanic.

- b) Apprentice vacancies will be posted and filled in accordance with the terms of Article 13. Before an employee will be considered for the Apprenticeship Program, he must pass the entrance examinations administered by the Alberta Apprenticeship Board and successfully undergo the assessment program through a mutually agreed upon institution to confirm his aptitude to complete the Apprenticeship.

3. REDUCTION IN FORCE:

- a) In the event of a reduction of work force and recall after layoff, the status of employees under the apprenticeship program will be determined by the appropriate provisions of the current labour agreement.
- b) During periods of plant shutdown, when employees not covered by the apprenticeship program are assigned to maintenance jobs, a rate of the job to which they are assigned will govern. They will not be considered as employees covered by the apprenticeship program.

4. RATES OF PAY:

For an apprentice absent from the job due to attendance at the government apprentice school, the Company shall pay the apprentice his regular rate of pay, less all allowances, excluding travel allowance, paid by the government (including U.I.C.). Should an apprentice fail to pass his school term examinations and is permitted *to* repeat the same, the Company shall not be obligated to pay the

apprentice as provided herein, while he is repeating his school term and the apprentice shall not progress to the next pay level until he successfully completes such examination and other requirements to proceed to the next year's rate.

5. The rates of pay for a registered apprentice shall be in accordance with Appendix "A".
6. When an employee obtains his journeyman's ticket, he shall be reclassified in the appropriate journeyman class.
7. An apprentice shall be removed from the program if he fails to pass his school year and the "rewrite" of his examinations.
8. An Apprentice will not be permitted to bid for summer or sickness relief positions during his apprenticeship.
9. An Apprentice will be required to remain in his trade classification for a period of time equal to the length of his apprenticeship before he may bid out. This clause does not apply to a dual ticket apprenticeship.

Article 18: CONCLUSION

Section 18.01 Conclusion

- a) Sufficient methods of procedure having been established in this Agreement to settle in an amicable manner any complaint or dispute that may arise, there shall be no strike by the employees of the Company or any lockout of the employees by the Company during the life of this Agreement.

- b) The following additions or changes to be incorporated into the Collective Agreement, which expired November 30, 2006, will constitute a new Collective Agreement with all new provisions effective at 00:01 hours on the day following written notice of ratification by the members of Local Lodge Number D359. This Agreement shall expire at 24:00 hours, November 30, 2010.

During the negotiations leading up to this Memorandum of Agreement, each party made certain proposals to the other. Each party herewith agrees that it has withdrawn all demands made to the other that are not incorporated in or covered by this Memorandum of Agreement in whole or in part. The Union bargaining committee agrees to submit this Memorandum of Agreement to the membership of the Local Union and to recommend it for ratification. The Company representatives agree to recommend acceptance of the Memorandum to their principals.

DATED at Edmonton, Alberta, this 5th day of April, 2007

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

The Cement, Lime, Gypsum and Allied Workers' Division of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Local Lodge D359	Lehigh Inland Cement Limited Edmonton Plant Cadomin Quarry
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Stuart Bilodeau President - Lodge D359	Dan Thillman Plant Manager
Don Maes Assistant Business Manager	Al Schuster Vice President, Human Resources
Glen Rosseker Negotiating Committee	Dan Craft Assistant Plant Manager
Rudi Perneel Negotiating Committee	Lee Therres Maintenance Superintendent
Robert Cox Negotiating Committee	Mike Latimer Quarry Manager
Paul Budzinski Negotiating Committee	Ken Bouska Manager, Human Resources

APPENDIX 'A'

Classification of Occupations & Wages Edmonton Plant

		Regular Hourly Rates			
		12/1/06	12/1/07	12/1/08	12/1/09
1	Labourer, Janitor First 60 days worked	\$18.01	\$18.92	\$19.86	\$20.85
	Labourer, Janitor 61 st -240 th day worked	\$20.57	\$21.60	\$22.68	\$23.81
	Labourer, Janitor 241 st day worked and thereafter	\$23.99	\$25.19	\$26.45	\$27.77
2	Raw Material Handler II	\$25.69	\$27.65	\$29.53	\$31.51
3	Packer Loader, Mechanic Helper	\$26.33	\$27.65	\$29.03	\$30.48
3 a	Oiler	\$26.45	\$27.77	\$29.16	\$30.62
4	Utilityman (Yard), Bobcat/Sweeper, Vac Truck, Tool Crib/Stores Attendant	\$27.22	\$28.58	\$30.01	\$31.51
5	Raw Material Handler I	\$27.39	\$28.76	\$30.19	\$31.70
6	Claypit Operator	\$27.81	\$29.20	\$30.66	\$32.20
7 a	Lab Analyst, Utility Shift	\$28.06	\$29.47	\$30.94	\$32.49
7 b	Process Attendant, Day Analyst, VRO	\$28.44	\$29.86	\$31.35	\$32.92

		Regular Hourly Rates			
		12/1/06	12/1/07	12/1/08	12/1/09
8	Kiln Bricker, Process Relief Operator	\$28.67	\$30.10	\$31.61	\$33.19
9	Repairman I, Heavy Duty Mechanic	\$32.79	\$34.43	\$36.15	\$37.95
10	Central Control Operator	\$32.43	\$34.05	\$35.76	\$37.54
11	Instrument Tech, Electrician	\$32.79	\$34.43	\$36.15	\$37.95

Effective December 1, 2006 Summer Relief employees will be paid an hourly rate of \$15.35 for work performed as a Labourer or Janitor. Effective December 1, 2007 such employees will be paid \$16.11 per hour and effective December 1, 2008, \$16.92 per hour and effective December 1, 2009, \$17.76.

Chargehands shall be paid one dollar (\$1.00) per hour above the job rate of the classification they supervise.

Apprentices in Apprenticeship programs other than the welding trade shall be paid as per the following schedule:

- 1st year - Class 1, 241" day worked
- 2nd year - Class 2
- 3rd year - Class 4
- 4th Year - 90% of the applicable journeyman rate

Apprentices in the welding trade will be paid as per the following schedule:

1st year - 241st day worked
2nd year - Class 2
3rd year - 90% of the applicable journeyman rate

Skilled Trades Certification and Multiple Trades Differential

To be classified by the Company as a Repairman I, Class 9, an employee must possess a journeyman certificate, issued by the Province of Alberta or an inter-provincial standard (red seal) as a heavy duty mechanic, machinist, millwright or welder. An employce classified as an Electrician or Instrument Technician must possess an Alberta Journeyman's certificate or inter-provincial standard as an electrician or electronic and instrumentation mechanic.

A multiple trades differential of one dollar (\$1.00) for each hour worked in the Repairman I classification shall also be paid to a certified maintenanc tradesman who is and elects to be journeyman in two (2) of the following trades: heavy duty mechanic; millwright; welder, electrician, instrument technician, machinist and automotive mechanic.

APPENDIX 'B'

Classification of Occupations & Wages Cadomin Quarry

		Regular Hourly Rates			
		12/1/06	12/1/07	12/1/08	12/1/09
1	Labourer, Janitor First 60 days worked	\$18.01	\$18.92	\$19.86	\$20.85
	Labourer, Janitor 61 st -240 th day worked	\$20.57	\$21.60	\$22.68	\$23.81
	Labourer, Janitor 241 st day worked and thereafter	\$23.88	\$25.08	\$26.33	\$27.65
2	Car Loader II	\$25.25	\$26.51	\$27.84	\$29.23
3	Crusher Operator	\$26.13	\$27.43	\$28.80	\$30.24
4	Truck Driver, Grader Operator, Mechanic Helper	\$26.33	\$27.65	\$29.03	\$30.48
4 a	Lab Analyst	\$27.39	\$28.76	\$30.19	\$31.70
5	Loader Operator, Car Loader I, Driller	\$27.81	\$29.20	\$30.66	\$32.20
5 a	Blaster	\$28.14	\$29.54	\$31.02	\$32.57
6	General Maintenance Mechanic	\$32.79	\$34.43	\$36.15	\$37.95

Effective December 1, 2006 Summer Relief employees will be paid an hourly rate of \$15.35 for work performed as a Labourer or Janitor. Effective December 1, 2007 such

employees will be paid \$16.11 per hour and effective December 1, 2008, \$16.92 per hour and effective December 1, 2009, \$17.76.

Chargehands shall be paid one dollar (\$1.00) per hour above the job rate of the classification they supervise.

An employee acting as Quarry Foreman under the provisions of Section 16.03 b) shall be paid one dollar (\$1.00) per hour above the job rate of the classification he supervises.

Apprentices at the Cadomin Quarry shall be paid in the appropriate class in Appendix "A" as per the notes to Appendix "A" re apprentices.

Skilled Trades Certification and Multiple Trades Differential

To be classified by the Company as a General Maintenance Mechanic Class 6, an employee must possess a journeyman certificate, issued by the Province of Alberta or an inter-provincial standard (red seal) as a heavy duty mechanic, millwright or welder.

A multiple trades differential of one dollar (\$1.00) for each hour worked in the General Maintenance Mechanic classification shall also be paid to a certified maintenance tradesman who is a journeyman in two (2) of the following trades: heavy duty mechanic, millwright, welder, electrician, instrument technician, machinist and automotive mechanic.

APPENDIX 'C'

Benefit Plans

Section 1.01 Benefit Plans

Lehigh Inland Cement will make available and pay full premium costs of the following benefits subject to limitations and standard provisions appearing in the insurance contracts. It is agreed that this plan may be modified to the extent that government insurance plans replace such coverage provided, however, that no lapse occurs.

a) **LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)**

Effective March 11, 2003, Life and AD&D principal sum will be \$75,000. Effective December 1, 2007, Life and AD&D principal sum will be \$125,000. This amount will increase to \$150,000 effective December 1, 2008. All supplementary coverage linked to the Trusteed Retirement Plan will be removed as of the above date.

b) **WEEKLY INDEMNITY CLAIMS**

When an employee has established a claim for weekly indemnity under the Group Insurance Plan and has received the first payment therefrom, the Company will pay the employee for the first three (3) days of illness at the rate of 1/5 of weekly benefit amount in (c) per working day or 1/7 of the weekly benefit amount per non working day.

- c) **SHORT TERM SICKNESS AND ACCIDENT BENEFIT**
A short term sickness and accident disability benefit will be provided after the third day of absence due to illness and the first day of absence due to a non-occupational accident up to a maximum of 26 weeks. Effective at the date of contract ratification, the maximum benefit amount shall be $66 \frac{2}{3}$ of regular earnings. Any E.I. premium reduction due to qualification of the Weekly Indemnity Plan shall be retained by the Company.
- d) **LONG TERM DISABILITY BENEFIT**
In the event that a disability exceeds 26 weeks, the Long Term Disability Benefit will pay $66 \frac{2}{3}$ of regular earnings to a maximum of \$2150. Effective December 1, 2007 this benefit will pay $66 \frac{2}{3}$ of regular earnings to a maximum of \$2700 per month, non-integrated. Effective December 1, 2008, this benefit will pay $66 \frac{2}{3}$ of regular earnings to a maximum of \$3000 per month, non-integrated. The total LTD payment plus the CPP primary and secondary benefits and/or other insurance benefits to be capped at 80% of pre-disability income. The benefit is payable until the disability (two (2) year own occupation definition) ceases or age 65, whichever occurs first. This income is taxable.
- e) **HOSPITAL INSURANCE**
Supplementary hospital insurance for semiprivate accommodation and emergency outpatient benefits except as provided in government plans.
- f) **MAJOR MEDICAL INSURANCE**
The Company will provide a Major Medical Benefit plan in accordance with the insurance contract.

Services of a licensed Chiropractor, Acupuncturist, or Massage Therapist will be covered up to a maximum of

\$500 for all visits by any one type of practitioner in a calendar year.

Note: No benefits will be paid under this plan for treatment by a paramedical practitioner for which the provincial medical plan covers a portion of the charge until after the provincial health plan has paid out its maximum benefit.

g) DENTAL INSURANCE

The Basic Dental Plan will provide for no deductible with 100% of eligible expenses paid. In addition, the Prosthetics Plan will provide for a no deductible program with 60% of eligible expenses paid. The total individual maximum amount payable for both Basic and Prosthetic services is \$1,600 per year. Effective December 1, 2007 this amount will increase to \$1,900 per year. This amount will increase to \$2,200 per year effective December 1, 2008.

ORTHODONTICS

50% of eligible expenses, \$3000 lifetime per dependent child to and inclusive of age eighteen (18) effective at the date of contract ratification. Orthodontic coverage to become effective on the latter twelve (12) months of employment or the date on which benefit coverage has been in place for twelve (12) months.

50% of eligible expenses, \$1,900 lifetime per employee and adult dependent as defined in the Benefits Plan text effective at the date of contract ratification. Orthodontic coverage to become effective on the latter twelve (12) months of employment of the date on which benefit coverage has been in place for twelve (12) months.

The premium costs for orthodontics shall be on a 50/50 co-shared basis between the Company and the employees.

Eligible expenses listed in Basic, Prosthetic, and Orthodontic Plans above will be based on the 2003 fee levels established by the insurance industry and will remain current year over year with the insurance industry guidelines.

h) Vision Care

Vision Care coverage includes \$400 per year for children 18 years and under; and \$400 every two years for adults, including laser eye surgery, effective at the date of contract ratification. These coverage amounts increase to \$500 effective December 1, 2008.

i) Drug Card

For the term of this agreement the Company will provide a Drug Prescription Card. The annual deductible for prescriptions is \$50. This is effective January 1, 1999.

NOTE: The parties agree that the Company will reimburse employees for doctor's fees for the completion of company required medical forms.

Section 1.02 Extension of Benefit Coverage

- a) A seniority employee on layoff shall remain covered under the provisions of Section 12.04, subsections (a), (e), (f), (g), (h) and (i) for a maximum of six (6) months after the date the employee's layoff was effective.
- b) An employee on an approved Workers' Compensation, Weekly Indemnity or Long Term Disability Claim shall remain covered under the provisions of Section 12.01 (a), (e), (f), (g), (h) and (i) from the date of disability until the employee's returns to work, retirement, termination of

employment, or death. Benefit coverage will be provided at the levels in effect as at the date of disability.

Section 1.03 Cadomin

The Company agrees to reimburse an employee for up to ten (10) hours pay for time lost as a result of the employee having to visit a specialist in the field of medicine at a major centre (such as Edmonton or Calgary). Employees who visit a medical specialist in Hinton or another local centre during work time will have up to four (4) hours pay reimbursed. An employee will be eligible for reimbursement under this Section to a maximum of two (2) times in a calendar year.

Section 1.04 Pensions

- a) **All** employees shall participate in the Pension Plan as a condition of employment and be subject to its terms and provisions.
- b) The Company shall contribute to the Pension Plan at the rate of

9.50% effective January 1, 2007
10.00% effective January 1, 2008
10.50% effective January 1, 2009

of compensation as defined in Section 1.7 of the Plan Text of the CBR Cement Canada Limited Retirement Plan for Hourly Employees of Inland Cement Limited and Tilbury Cement Limited effective October 1, 1986.

- c) The parties agree that the obligations of the parties with respect to the Pension Plan shall be as set out in the

Pension Plan Agreement between the Company and the Union Locals D505, D367, D359, and D277 dated December 16, 1994.

Section 1.05 Group RRSP

Effective December 1, 2001, one dollar and eighty cents (\$1.80) per hour will be directed to a Group RRSP. Contribution will be made for each hour worked including holidays, vacation periods, jury duty and bereavement, but excluding period on Weekly Indemnity, Long Term Disability, Workers' Compensation, Leave of Absence, etc. No contribution will be made on behalf of summer relief employees (students), temporary or probationary employees.

LETTERS OF UNDERSTANDING

1. Notice to Union

In addition to observing the provisions of Section 1.04 of the Agreement, it is the intent of Management to inform the Union, in advance of projects which it considers necessary to undertake with contractor personnel.

It is understood that the foregoing shall not apply with respect to arrangements that involve work done on a continuing or periodic basis by outside contractors.

2. Change in Layoff Plans

In the event the Company announces a change in its plans to layoff employees, which would affect employees' rights to exercise their seniority pursuant to Section 13.09 or Section 13.10, the Management and Union will meet and discuss such prior to the layoff being implemented.

3. Apprenticeship

The following points have been agreed to with respect to the implementation of any new apprenticeships within the electrical-instrumentation department;

- a) If there are less than three people declared instrumentation, the apprenticeship will be in the instrumentation department. If 3 or more people declare in instrumentation, the apprenticeship will be in electrical

- b) Layoffs will be based on seniority not Dual Tickets, unless other arrangements are mutually agreed upon

4. Overtime Equalization

During the 2006 negotiations the following points were agreed to with respect to the administration of **the** overtime equalization:

A. General Overtime Administration:

An employee will be charged for the hours worked after their regular shift. Hours will not be charged for any refusal. Employees who do not wish to be on the call out lists shall indicate this to their Supervisor in writing.

- New hire, permanent bid, permanent bump or a temporary transfer into a department will be added to the list with total overtime hours equal to the person in that classification with the highest amount of overtime plus one hour.
- If an employee is returning from 30 days + sickness, WCB, or modified work, the overtime hours they had prior to commencing sick leave or modified work will be adjusted to include the average overtime hours worked by their current classification during their absence.
- The Company will prepare a weekly equalization **list** by Wednesday afternoon of each week (unless affected by a statutory holiday), to take effect on Friday at the end of the regular shift. This list will be reviewed by the Company and the Union to ensure equitable distribution and accuracy. Inequities shall be considered and

corrected as soon as practical to do so subject to Article 11.

- An employee transferring into a job will not be eligible for overtime in that job until the day of the employee's first scheduled shift in that job. Once an employee has transferred into the job, he will be eligible for overtime in the new job.
- All overtime hours paid are credited in straight time hours.
- An employee returning to their permanent position from a temporary position will return with the overtime hours previously held in the permanent position, plus the overtime hours acquired while in the temporary position.
- If an employee is contacted for a call-out between the hours of 11:00 pm and 5:00 am and declines the call-out, the Company will not be required to contact the employee for other call-outs that occur during the same period – this exception would only apply if the employee is reached and declines the first call-out.
- The equalization list will be zeroed out on December 31st of each year. At the start of each year, employees will appear on the first equalization list by order of their seniority.

B. Weekend Overtime Administration:

- The cell phone will be used for call-outs on weekends for emergencies. The person at the top of the overtime equalization list will have the first opportunity to accept or refuse the cell phone. If refused, the next person on the list would be offered the cell phone and so on down the list until it is accepted. There will be no penalty for refusing the cell phone.

- Employees will be required to make a commitment on whether or not to accept the cell phone by Thursday at 9:30 a.m.
- The employee with the cell phone will be the first person called out if there is a need for a call-out to perform emergency work on weekends (from the end of the regular shift on Friday to the start of the regular shift on Monday) and on statutory holidays. For mechanical callouts requiring a second person of the same trade, the company representative must also call the second person of the same trade from the call-out list. Only employees who hold dual tickets will be expected to work in either trade at any time.
- Any prearranged or scheduled overtime during the weekend/statutory holiday period will be assigned based on the equalization list. The employee with the cell phone is not eligible for prearranged overtime. The Company will continue to have the discretion to schedule weekend overtime or employ the conventional overtime list rather than assigning a cell phone.
- If an employee is called out for emergency work, and a second emergency occurs while the employee is still on site, the employee called to respond to the first emergency may be assigned to work on the second emergency. However, if the second or subsequent emergency occurs after the employee has worked more than two hours, the second or subsequent emergency will be paid as a second call-out.
- A supervisor may hold an employee back for up to half an hour after completion of a callout if the supervisor deems it necessary for startup of the equipment worked on by the employee.

C. The Call Out Sequence:

For scheduled and unscheduled overtime, the following sequence should be followed for each of the following areas.

Production

Call out personnel regularly assigned to the area (e.g. **P.A.** Kiln, Crushing, etc.). If the area attendants are not available, a production employee on scheduled overtime or on a call out who is on site may be re-assigned provided he is paid a call out. If not, continue to the next qualified individual in the production department with the lowest hours on the Overtime (O.T.) Equalization list.

Non-trades Day Workers

Call out personnel assigned in the classifications (e.g. Physical Lab, Clayhaul, Vac Truck). If an employee assigned in the classification is not available, continue to the next qualified non-trades day worker with the lowest hours on the Overtime (O.T.) Equalization list.

Plant Clean up

The production and labour crews typically provide the manpower for clean up of production areas on a regular basis. Under job continuance, the labour crew is often requested to work overtime during the week. If additional clean-up is required in production areas, the following call-out strategy should be utilized:

1. Personnel regularly assigned to process area,

2. The Production Department employee with the lowest hours on overtime equalization list,
3. Any physically able non-maintenance individual(s) with the lowest hours on the O.T. Equalization list.

Grinding Mill Charging

When manpower allows, the labour crew performs grinding mill(s) charging; qualified production personnel also aid in the charging of mills. During a regular workweek, labour crew attendants charging the mill(s) may be asked to continue this task under job continuance. If the job begins during the week and is continued through the weekend, personnel on the labour crew currently on the job will be offered the work under job continuance. Additional personnel will be filled with a mix of qualified production and labour personnel.

If charging the mills starts on a Saturday and/or Sunday a mix of qualified labour and production personnel will be invited to work. The labour crew attendant(s) with the lowest hours on the O.T. Equalization list will be chosen. Production personnel will be chosen as follows:

1. Personnel regularly assigned to process area,
2. Qualified production individual(s) with lowest hours on O.T. Equalization list.

Weekday Maintenance

All weekday maintenance call outs are to utilize the Maintenance O.T. Equalization list. If O.T. jobs in progress require additional manpower, the person requesting maintenance assistance (i.e. plant management or designated personnel) shall continue calling personnel in the following sequence:

1. Remaining maintenance personnel left on the current O.T. Equalization list.

Note: Maintenance personnel on apprenticeship are to be called if a second person is required; the call-out will be according to the Maintenance O.T. Equalization list. Once the list has been exhausted, the following call-out strategy should be utilized:

2. Maintenance personnel on Vacation,
3. Maintenance apprentices attending trade school,
4. Maintenance personnel acting as Charge Hands.

Any new task requires the person requesting the maintenance assistance to start from the top of the O.T. Equalization list.

Weekend Maintenance

All weekend maintenance call outs shall utilize the following sequence:

1. Maintenance personnel with Company supplied cellular telephones,
2. Remaining maintenance personnel left on the current O.T. Equalization list.

Note: Maintenance personnel on apprenticeship are to be called if a second person is required; the call-out will be according to the Maintenance O.T. Equalization list. Once the list has been exhausted, the following call-out strategy should be utilized:

3. Maintenance personnel on Vacation,
4. Maintenance apprentices attending trade school,
5. Maintenance personnel acting as Charge Hands.

Except in emergency situations, any new task requires the person requesting the maintenance assistance to start from the top of the O.T. Equalization list. Treatment of emergency situations on weekends is outlined in weekend O.T. administration section above.

Cadomin Overtime Equalization

Call out the employee with the lowest amount of overtime hours who is qualified to perform the job. Overtime will be offered to the employee with the fewest hours who accepts to work the duration of the period being scheduled. For overtime eligibility purposes, vacation is considered to commence on the end of the last scheduled shift until the start of the first scheduled shift.

Maintenance Exception – H Mill Chiller

H Mill Chiller call outs are to be directed to the appropriate contractor. All work involving the Freon cooling system will be maintained by the contractor. If the contractor determines through their analysis of the cooling system that the problem involves the glycol or electrical system, Lehigh Inland Maintenance will be called out.

OVERTIME EQUALIZATION - INEQUITY

Recognizing additional overtime may be one solution to correct a problem, another employee will not lose overtime opportunity. Each case will be considered on its own merits.

5. Overtime Calculations

Should an 8 hour day worker starting a twelve hour night shift commencing on Sunday night at 19:00 hours, the following pay schedule, in accordance with Article 5 of the collective agreement, will apply:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
4 Hrs D.T.	8 Hrs Reg.	8 Hrs Reg.	8 Hrs Reg.	8 Hrs Reg.	10 Hrs O.T.	12 Hrs D.T.
4 Hrs Reg.	2 Hrs O.T.	2 Hrs O.T.	2 Hrs O.T.	2 Hrs O.T.	2 Hrs D.T.	
2 Hrs O.T.	2 Hrs D.T.	2 Hrs D.T.	2 Hrs D.T.	2 Hrs D.T.		
2 Hrs D.T.						

Reg. = regular rate of pay

O.T. = overtime at one and one-half times (1 ½) regular hourly rate

D.T. = Two (2) times regular hourly rate

It is further understood regarding the payment of overtime, when a call out abuts an employee's regular shift, that the entitlement to overtime is dependent on the starting time of the employee's last regular shift, not when he started work on a call back.

6. Vacation Administration

In consideration of vacation scheduling, vacation relief scheduling, and the administration of vacation pay, it is understood and agreed that application for vacation should be made at least three (3) weeks in advance. Consideration will be

given to such requests in accordance with the provisions of Article 7, Section 7.04b).

It is also understood and agreed that requests to cancel vacation should be made no later than three (3) weeks prior to the scheduled commencement date.

7. Ten (10) Hour Modified Work Schedule - Edmonton Clay Quarry

This letter reflects an understanding between Lehigh Inland Cement Limited, Edmonton and Boilermakers Lodge D359, regarding the Edmonton Clay Quarry ten (10) hour “Modified Work Schedule”.

The normal work week for employees consists of four (4) working days, of ten (10) hours duration, from Tuesday to Friday. Monday will be considered as an earned day off (“earned” by virtue of working an additional two (2) hours per regular working day at straight time rates for all other scheduled working days in the week).

The normal hours of work are from 07:00 to 17:00. There is no change from the current practice in the number or time of lunch or break periods as per the Collective Agreement for day workers.

During plant shutdown periods it is understood and agreed that this modified work schedule may change. At such time the current provisions of the Collective Agreement apply.

The first ten (10) hours worked on a regular work day are paid at straight time rates. Double time is paid for hours worked beyond ten (10) hours in one day.

If an employee is scheduled to work on their first day of rest, the first ten (10) hours shall be paid at one and one half (1.5) times the regular classified rate and the remaining hours worked shall be paid at two (2) times the regular classified rate. Saturday and Sunday work shall be consistent with the current provisions for day workers.

The following changes to the Collective Agreement apply for those employees working the “modified work schedule”.

Section 5.02(a) - Normal Working Day and Week

For day workers the normal working day shall be one of ten (10) hours from 07:00 to 17:00 hours with twenty (20) minutes off for lunch. This ten (10) hours schedule starting time may be mutually changed by one (1) hour. The normal work week shall be forty (40) hours in four (4) days of ten (10) hours each from Tuesday to Friday.

Section 5.06 - Shift Differential

Employees working the modified schedule are not entitled to shift differential unless a second shift is added.

Section 5.07 - No Pyramiding of Premium Rates

Change line 4 to read: ... normal working week of forty (40) regular hours in four (4) days of ten (10) hours each. During the weeks where a holiday occurs the schedule shall be as outlined in “holiday” below.

In any week where a “holiday” is observed, the schedule for the week shall revert to days of eight (8) hours duration for all working days in that week. As an example, if the holiday falls on Monday the work week for personnel on the modified

schedule shall be Tuesday through Friday from 07:00 to 15:00. The payment for overtime on such **days** shall be consistent with the current provisions for day workers.

For the purpose of Municipal, Provincial or Federal Elections, the Company will adhere to all *commitments* by which they are legally bound.

Roger Cotterill, Plant **Manager**
Robert Kuzminski, President Local D359

8. Ten (10) Hour Modified Work Schedule Physical Laboratory

This letter reflects an understanding between Lehigh Inland Cement Limited, Edmonton and Boilermakers Lodge D359, regarding the Physical Laboratory ten (10) hour modified work schedule for a seven day per week coverage.

The normal work week for employees consists of four (4) working days, of ten (10) hours duration. A sample ten (10) hour schedule is attached for reference purpose.

The normal hours of work are from 07:00 to 17:00. There is no change from the current practice in the number or time of lunch periods as per the Collective Agreement for day workers.

Holidays are to be taken in blocks of forty (40) hours to allow for holiday relief coverage and ensure each employee receives a full 80 hours in a two week pay period.

During plant shutdown periods it is understood and agreed that this "modified work schedule" may change. At such time the current provisions of the Collective Agreement will apply.

The first ten (10) hours worked on a regular **work** day are paid at straight time rates. Double time is paid for hours worked beyond ten (10) hours in one day.

If an employee is scheduled to work on their first day of rest, the first ten (10) hours shall be paid at one and one half (1.5) times the regular classified rate. Any additional hours worked shall be paid at two (2) times the regular classified rate, which also applies to the second day of rest and Sundays as per the Collective Agreement. Should the employee work on his third

(3) day of rest, he will be paid five (5) hours at one and one half (1.5) time and five (5) hours at two (2) times his regular classified rate.

For purposes of reference and clarification the Physical Laboratory modified work schedule remains aligned, by definition, with that of the “Day Workers” as specified in the terms of the Collective Agreement. However, the following changes apply due to the modified work schedule.

Section 5.02(a) - Normal Working Day and Week

For day workers the normal working day shall be one of ten (10) hours from 07:00 to 17:00 hours with twenty (20) minutes off for lunch. The normal work week shall be forty (40) hours in four (4) days of ten (10) hours each, with the work week commencing on Saturday and ending on Friday.

Section 5.06 -Shift Differential

Employees working the modified schedule are not entitled to shift differential unless a second shift is added.

Section 5.07 - No Pyramiding of Premium Rates

Change line 4 to read: ... normal working week of forty (40) regular hours in four (4) days **of** ten (10) hours each.

For the purpose of Municipal, Provincial or Federal Elections, the Company will adhere to all commitments by which they are legally bound.

Roger Cotterill, Plant Manager
Robert Kuzminski, President Local D359

9. Ten (10) Hour Modified Work Schedule - Cadomin

A. Modified Work Schedule

- Quarry employees will be divided into **A** and **B** groups. Employees may, at the discretion of the Company, be moved from one group to the other.
- The normal work week for the employees of Group **A** will consist of four (4) working days of ten (10) hours duration, from Monday to Thursday. Friday will be considered as an assigned (“assigned” by virtue of working an additional two (2) hours per regular working day at straight time rates for all other scheduled working days in the week) day off.
- The normal work week for the employees of Group **B** will consist of four (4) working days of ten (10) hours duration, from Tuesday to Friday. Monday will be considered as an assigned (“assigned” by virtue of working an additional two (2) hours per regular working day at straight time rates for all other scheduled working days in the week) day off.
- The normal hours of work will be from 07:00 to 17:00. There will be no change from the current practice in the number or time of the lunch or break periods.
- The assignment of employees to Groups **A** or **B** will be at the sole discretion of the Company. Employees assigned to Group **B** will be residents of Cadomin.
- If a major shutdown occurs, it is understood and agreed that the work schedule for some or all employees on the

“Modified Work Schedule” may be changed, with the current provisions of the Collective Agreement to apply.

- At the discretion of the Quarry Manager, employees of either group may be assigned other duties for all or part of any work day.
- The first ten (10) hours worked on a regular work day will be paid at straight time rates. Double time will be paid for hours worked beyond ten (10) in one day.
- An employee scheduled to work *on* his assigned day off, shall be paid as follows. For the Monday to Thursday crew, Friday will be paid at 1.5 times regular pay, Saturday five (5) hours at 1.5 times regular pay and five (5) hours at 2 times regular pay, Sunday at two (2) times regular pay.

For the Tuesday to Friday crew, Saturday will be paid at 1.5 times regular pay, Monday five (5) hours at 1.5 times regular pay and five (5) hours at 2 times regular pay, Sunday at two (2) times regular pay.

B. Collective Agreement Revisions

A. Section 5.02

Normal working day and week is revised for **DAY WORKERS** as follows: For day workers, the normal working day shall be one of ten (10) hours from 07:00 hours to 17:00 hours (which may mutually be changed by one (1) hour by agreement between the Company and the Union) with twenty (20) minutes off for lunch. The normal work week shall be forty (40) hours in Four (4) days of ten (10) hours each from Monday to Friday.

- B. Section 5.06 - Shift Differential
Employees working on the Cadomin Quarry “Modified Work Schedule” are not entitled to shift differential.
- C. Section 5.07 - No Pyramiding of Premium Rates
Change line 4 to read:
,,normal working week of forty (40) regular hours in four (4) days of ten (10) hours each. During those weeks a holiday occurs, the schedule shall be as outlined in point D. below.
- D. Holidays
In a week where holidays are observed in addition to the assigned day off, employees will receive a day off in lieu and be paid for a 40 hour week.

10. Twelve (12) Hour Production Shift Schedule

Production twelve (12) hour shifts have been implemented at the Edmonton Plant.

The following outlines the twelve (12) hour shift schedule terms and conditions for Production workers at Lehigh Inland Cement, Edmonton plant.

1. Employees Affected:
The twelve (12) hour shift schedule will be worked by all employees in the following classifications:
 - Central Control Operator
 - Process Attendant
 - Shift Utility
 - Process Relief Operator
 - Laboratory Analyst (Shift)
 - Raw Material Handlers I & II

Should business needs dictate, the Company and the Union shall meet to discuss different shift configurations. Subsequent to these discussions, the Company shall establish shifts as required.

2. Shift Hours

Initial regular shift hours will be as follows:

- Shift I - Night Shift - 18:00 hours to 06:00 hours
- Shift II - Day Shift - 06:00 hours to 18:00 hours

3. Shift Premiums

Shift premiums for Shift I and II will be paid as follows:

- Afternoon shift premium - 14:00 hours to 22:00 hours
- Night shift premium - 22:00 hours to 06:00 hours

4. Hours of Work

a) Day:

For the purpose of this agreement, during the “6:00 to 6:00” schedule, a day shall be considered as the twenty-four (24) hour period beginning at 18:00 hours and ending at 18:00 hours the following day.

b) Week

For the purpose of this agreement, during the “6:00 to 6:00” schedule, a week shall be considered as the seven (7) day period beginning at 18:00 hours and ending at 18:00 hours the following Friday.

c) Twelve (12) Hour Shift Workers:

For twelve (12) hour shift workers, the normal working day shall be one of twelve (12) hours and the normal working week shall be thirty-six (36) hours in three (3) days or forty-eight (48) hours in four (4) days as per the shift schedule posted by the Company. Each two (2) week period will total eighty-four (84) scheduled hours.

d) Days Off and Absenteeism Coverage:

Overtime hours worked on the first day of two consecutive scheduled days off will be compensated at

time and one-half (1-1/2) the employee's regular classified rate. Overtime hours worked on the second day of two consecutive scheduled days off will be compensated at two (2) times the employee's regular classified rate.

The first eighteen (18) hours worked during three (3) consecutive scheduled days off will be compensated at time and one-half (1-1/2) the employee's regular classified rate, with the remaining hours worked during such days compensated at two (2) times the employee's regular classified rate.

Pay for hours worked on a Sunday shall be consistent with the terms of the Collective Agreement.

e.) Employee Replacement

In the event that a non twelve (12) hour worker is required to work the twelve (12) hour shift, he shall be paid as a day worker until such time as he is scheduled onto the twelve (12) hour shift. If a non-twelve (12) hour worker is scheduled onto the twelve (12) hour shift for relief, he shall receive straight time for all hours worked in any one twelve (12) hour shift.

5. Shift Breaks

Production conditions permitting, twelve (12) hour shift workers shall receive two (2) 20 minute paid lunch breaks per shift. The break schedule may be taken, subject to operating requirements in the plant, as follows:

- 09:00 or 21:00 - 10 minutes
- 11:00 or 23:00 - 20 minutes
- 13:00 or 01:00 - 10 minutes
- 15:00 or 03:00 - 20 minutes
- 17:45 or 05:45 - 15 minutes

6. Supply of Food

Overtime meals will be supplied after thirteen (13) hours of work.

7. Holidays:

For scheduled work performed on a statutory holiday, the rate of one and one-half (1-1/2) times the employee's regular classified rate shall be paid for the first twelve (12) hours worked, and two (2) times the employee's regular classified rate commencing with the thirteenth (13th) hour. Statutory holiday pay of eight (8) hours at the employee's regular classified rate will be paid for such holiday whether or not the employee **works** on such holiday, as per sections 6.01 or 6.02 of the Agreement.

11. Shutdowns

When day workers work shutdowns on a twelve hour continuous basis, catered meals will not be provided. In their place, day workers will qualify for a food voucher or a meal allowance as identified in Section 5.12 after the 10th hour of work, and will be furnished with a thirty minute rest break at the beginning of the 10th hour of work.

If night shifts are required, they will be offered on a 12 hour shift basis for shutdowns. It is the Company's intent to keep employees on night shift for the shortest time frame possible. Should an emergency occur while employee(s) are on night shift, the employee(s) may be required to perform such work and will receive call-out pay as outlined in Section 5.05 of the collective agreement in addition to his regular pay.

12. Overtime

The parties agreed during the 2006 negotiations that when work is contracted out under Section 1.04, the current practice will

govern. The employees in the affected classification (i.e. Repairmen, Labourers, Claypit Operator, etc.) will be given the opportunity to work a twelve (12) hour shift that day. Exceptions will be for capital projects, construction, or work that requires special skills and equipment.

AGREEMENTS IN PRINCIPLE

1. Overtime Calculations

The parties agreed during the 2006 negotiations that for day workers, work performed outside their regular 8 hour scheduled day are to be paid at premium time. For example, for a day worker whose normal working day is 7:00 a.m. to 3:00 p.m., all work performed From 3:00 p.m. to 5:00 p.m. will be paid at one and one-half times the regular hourly rate, and all worked performed from 5:00 p.m. to 7:00 p.m. that day will be paid at two times the regularly hourly rate. This will not apply in the instance where the employee starts on a new shift schedule.

2. Pay Errors

The Company agrees that verified pay errors over \$150.00 (One hundred fifty dollars) will be corrected within three (3) working days. Both parties agree that an individual should make the effort to inform his supervisor prior to pay cut off of any work performed on days of rest, statutory holidays, or in higher classifications to avoid these pay errors from occurring. The Union agrees that there will be an adjustment period while the Company is transitioning to a central payroll in 2008.

3. Elevator Operator

The Company agrees to fill the temporary position of Elevator Operator during the annual turnaround in accordance with section 13.15 of the collective agreement. The production employee holding this temporary position will be paid at his

regular posted rate. However, the Company, at **its** discretion, may use this position to accommodate a production employee who is on modified work and/or light duty if the need arises during the turnaround.

4. Union Monthly Meetings

The Company does not intend to schedule overtime at the Edmonton plant or Cadomin Quarry on the evenings scheduled for monthly Union meetings (which are currently held on the third Tuesday of the month in Edmonton and the last Tuesday of the month in Cadomin), except in emergency situations.

5. Manning Levels for Term of this Collective Agreement

The Company confirms that the minimum number of employees will be ninety-seven (**97**) as defined in Appendix 'A' and 'B' will be as follows:

Total Edmonton Plant	82	
Maintenance - Mechanical	18	(15 Repairmen, 2 Apprentices, 1 Heavy Duty Mechanic)
Electrical & Instrumentation	8	
Production	56	
Total Cadomin Quarry	15 *	
Production	11	
Maintenance	4*	(3 Mechanics, 1 Apprentice)

* After Louis Pitte retires, the Company will hire one person in either Edmonton or Cadomin in any classification as determined by the Company.

From time to time due to availability of people, there may be vacancies but these vacancies will be filled by bargaining unit members in accordance with Section 13.13. In no event shall employees be laid off during the collective agreement except for permanent partial or total closure of the plant.

6. Wage Re-Opener

The parties agreed during the 2006 negotiations that if in the event average Union settlements listed by the Alberta Federation of Labour and/or Alberta Labour Relations Board exceed the total cost of this agreement in the third and/or fourth year, there will be the opportunity to reopen wages by the Union utilizing the process of final offer wage arbitration.

Should the Union exercise the option to reopen wages, each party shall submit the economic data that supports their position to an arbitrator for final offer arbitration. The arbitrator shall consider the economic presentations made by both parties when making his final offer selection. The economic presentations will be based on the average settlement data compiled by the Alberta Federation of Labour and/or Alberta Labour Relations Board. The arbitrator shall be Andy Simms or another agreed upon arbitrator. The parties agree that the arbitrator's decision will be final and binding. The Company agrees to pay for the cost of the arbitrator.

2007 CALENDAR

January 2007 <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>T</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> </tr> <tr> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> </tr> <tr> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> </tr> <tr> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> </tr> <tr> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	T	F	S		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				February 2007 <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>T</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> </tr> <tr> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> </tr> <tr> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> </tr> <tr> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	T	F	S					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				March 2007 <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>T</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> </tr> <tr> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> </tr> <tr> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> </tr> <tr> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> </tr> </tbody> </table>	S	M	T	W	T	F	S					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							
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2010 CALENDAR

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