

**AGREEMENT  
BETWEEN**

**LEHIGH CEMENT, A DIVISION OF LEHIGH  
HANSON MATERIALS LIMITED,  
EDMONTON/CADOMIN, ALBERTA**

**And**



**INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS,  
LOCAL LODGE NUMBER D359  
EDMONTON, ALBERTA**

**DECEMBER 1, 2020 – NOVEMBER 30, 2022**

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## **A G R E E M E N T**

Agreement entered into the 7th day of July, 2020.

Between

LEHIGH CEMENT, A DIVISION OF LEHIGH HANSON  
MATERIALS 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 all genders.

### **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 regular and customary bargaining unit work to any other concern when an employee is discontinued or laid off from their 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, 2020 and shall continue in effect until November 30, 2022, and each year thereafter unless no more than one hundred and twenty (120) days and/or no less than 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) 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 their regular monthly Union dues or their 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 thirty (30) 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 Saturday and ending at 23:00 hours the following Saturday.

**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 their regular shift and is called back and asked to report to work with sixteen (16) hours notice or less, they shall be paid double times their regular hourly rate for each hour worked up to the starting time of their 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 sixteen (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 their next regular shift.

Employees who work less than three (3) hours are guaranteed a minimum of six hours pay at their 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 their 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 their shift, the employee will make the necessary arrangements with their supervisor to work the hours.

- b) Intent is 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 one hundred dollars (\$100.00) per day while on such status.

### Cadomin Rest Period Entitlement

If any work occurs between the hours of 21:00 and 23:00, the employee will be given a twelve (12) hour rest period commencing from the end of that work period.

A maximum of eight (8) hours will be paid during that rest period at the employee's applicable straight time rate.

Start Shift	End Shift	Next scheduled start time
07:00 hrs	17:00 hrs	07:00 hrs
07:00 hrs	18:00 hrs	07:00 hrs
07:00 hrs	19:00 hrs	07:00 hrs
07:00 hrs	20:00 hrs	07:00 hrs
07:00 hrs	21:00 hrs	09:00 hrs
07:00 hrs	22:00 hrs	10:00 hrs
07:00 hrs	23:00 hrs	11:00 hrs

**Section 5.06      *Shift Differential***

a) SHIFT DIFFERENTIAL

A unit of shift differential for the afternoon and night shift shall be \$2.25 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 them 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      *Shift 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 Meal Allowance**

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, that employee will be paid twenty-five (\$25.00) dollars as a meal allowance that will be added on to their pay.

An employee who is called back with less than two (2) hours' notice will be entitled to a twenty-five dollar (\$25.00) meal allowance 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 a meal allowance.

## **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  
Third Monday in Feb.  
Good Friday  
Victoria Day  
Canada Day  
August Civic Holiday

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
New Year's Eve

- b) 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.
- c) An employee who is laid off or retired shall receive, at the time that they are laid off or retired, pay for any of the said holidays that fall within the thirty (30) day period immediately following the day of their layoff or retirement.
- d) When a holiday listed in (a) above occurs during an employee's vacation, the period of their 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 they do not work on the holiday when they have been scheduled to do so, unless they are absent due to sickness or accident.
- b) If they have been absent without permission on any of their regularly scheduled working days immediately preceding or succeeding the holiday.
- c) If the holiday occurs while they are on leave of absence exceeding five (5) days duration.
- d) If they have been absent from work for reasons of sickness or accident for ninety (90) consecutive days preceding the holiday, or, if they have been absent from work for reasons other than sickness or accident for thirty (30) consecutive days preceding the holiday.
- e) If they have not attained seniority and have 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) their 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 their 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 they are 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 vacation 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

- 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 their vacation period in the next calendar year. In no event shall any employee who is on layoff be required by the Company to take their 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

<p>Continuous Service</p>	<p>I Employee's Straight Time hourly rate as of pay period immediately prior to their vacation.</p>	<p>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.</p>
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<p>After 1 yr. After 3 yrs. After 8 yrs. After 18 yrs.</p>	<p>80 hours 120 hours 160 hours 200 hours</p>	<p>4% 6% 8% 10%</p>
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- 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 30th of each year.
  
- c) An employee's earned vacation not taken in the year following their 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 will be paid on the employee's regular pay cycle at the time an employee takes 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.

Appendix "A" – Janitor and Labourer rates for employees hired after 12/1/14 will remain the same as 12/1/13 without the roll in of the RRSP into wages. These employees will be declared as Tier II rates. Only 1 Janitor will remain identified, others will be made part of the Labour pool.

Appendix "B" – Janitor and Labourer rates for employees hired after 12/1/14 will remain the same as 12/1/13 without the roll in of the RRSP into wages. These employees will be declared as Tier II rates.

### **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 Arbitrator 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 Arbitrator 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 their regular job, their rate of pay shall be decided as follows:

- a) If the rate of pay for the temporary job is lower than their regular rate of pay, they shall be paid their regular rate of pay.
- b) If the rate of pay for the temporary job is higher than their regular rate of pay, they shall receive such higher rate of pay for the entire 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 they have previously been classified on the job classification, they shall receive full pay on that classification.
- b) If they have not previously been classified in that classification, they shall receive pay one (1) classification lower than the job classification

during their instructional period.

### **Section 8.05      *Exercise of Seniority***

- a) When an employee exercises their seniority to replace an employee at a lower job rate, such lower rate shall become effective when the employee assumes their new duties.
- b) If they have not previously been classified in that classification, they shall receive pay one (1) classification lower than the job classification during their 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 ten (10) working days or more before the scheduled meeting date. Items may be added at the meeting if time permits. Best efforts will be made to schedule the meeting on days that the Union Committee members are scheduled to work. Employees will be paid the appropriate rate for attending the meeting as based on their shift schedule. No sleep time or shift change premiums will be paid.
- 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 they have 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 3. 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 an Arbitrator.

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 they 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 their Supervisor accompanied by their 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 or the Shop Steward. Grievances must be presented within fourteen (14) days of the date on which the grievance occurred (a grievance involving pay must be presented within fourteen (14) days after payment is made for the period of

occurrence).

In the event that, within a period of seven (7) days following the Supervisor's receipt of the written grievance, their decision is unsatisfactory to the Union, the chief Shop Steward shall refer the grievance to the Assistant Plant Manager and/or Department Manager within seven (7) additional days. If the Supervisor does not provide the Shop Steward with a decision, the grievance will automatically be advanced to the next step.

## **Step 2      Written Grievance Presented to Assistant Plant Manager / Department Manager**

The designated Company Representative shall, within fourteen (14) days, meet with and discuss the grievance with the Chief Shop Steward and shall render a decision in writing within seven (7) days following such discussion. In the event the Assistant Plant Manager / Department Manager fails to give a decision satisfactory to the Union within the said seven (7) days, the Union Grievance Committee, comprised of the Chief Shop Steward and two (2) other representatives, shall, within a further period of seven (7) days (for grievances emanating from Cadomin twenty-one (21) days) refer the matter to the Plant Manager or their designated representative. If the Assistant Plant Manager / Department Manager does not provide the Union with a decision, the grievance will automatically be advanced to the next Step.

A "Policy grievance" which is a grievance affecting the rights of either party, may be submitted directly to the Assistant Plant Manager / Department Manager, bypassing Step 1 above.

### **Step 3      Union Grievance Committee Presents Grievance to the Plant Manager**

Failing any agreement at Step 2, the Plant Manager or their representative shall meet with the Union Grievance Committee within a further fourteen (14) days of the grievance being referred to Step 3 (the Step 3 Meeting). The Plant Manager shall then render a decision within seven (7) days of the meeting. If the Plant Manager does not provide the Union with a decision, the grievance will automatically be advanced to the next Step. In the event that the Plant Manager does not provide a satisfactory decision to the Union, the Union Grievance Committee may refer the grievance within a further fourteen (14) 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 their designated representative) to discuss the grievance (the Step 4 Meeting).

### **Step 4      Grievance Review**

In the event the grievance is referred to Step 4, there shall be a meeting within a further thirty (30) days between the Company and the Union as described in Step 3. Within fourteen (14) days from the completion of the meeting the Company shall provide a written reply to the Union.

### **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 Single Arbitrator. If no written request for arbitration is received within thirty (30) days of the Union's receipt of the Company's Step 4 written reply, the grievance shall be deemed to have been settled or abandoned.

## **Section 11.02 Arbitrator**

### a) Selection of a Single Arbitrator

Each of the parties to this agreement shall have their respective legal counsel selected and made known to the other party within five (5) days of notice being given by either party for advancement of a grievance to the arbitration stage.

The parties' respective legal counsel shall endeavor to agree on an Arbitrator within the time prescribed. In the event that they are unable to agree on the selection of an Arbitrator within the time prescribed, the Minister of Labour for the Province of Alberta shall be requested to name an Arbitrator.

Once the parties have selected an Arbitrator, both parties and their respective counsel shall provide their availability for potential hearing dates. The scheduling of the hearing shall be completed within ninety (90) days of the selection.

### b) Jurisdiction of the Arbitrator

After the Arbitrator has been selected by the foregoing procedures, the parties shall meet and present the evidence of both parties to the Arbitrator who shall thereafter render a decision.

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

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 11.03      *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 Arbitrator shall be shared equally between the parties.

### **Section 11.04      *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. Three (3) members appointed by the Union and the Company shall represent the employees at the Edmonton Plant, and one (1) member by the Union and the Company shall represent the Cadomin employees

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 they believe to be hazardous, they shall have the right to refuse to do so pending investigation by the Supervisor and the Shop Steward or the Supervisor 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 \$350.00 per employee effective January 1, 2022. Employees that

received a boot allowance and did not complete five hundred (500) hours of work in that year will not be eligible for the boot allowance the following calendar year. 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 and side shields will be provided to employees who have completed their probationary period and who require them by the Company. Safety glasses and side shields will be replaced as required at the discretion of the Company. Each employee will be provided two (2) pairs of prescription glasses that must be available as required on site. These glasses remain the property of the Company. Employees will have a number of different frame options.

c) Coverall Program:

The Company will provide 5 pairs of coveralls to each employee.

## **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) The Company may hire employees for replacement assignments. These employees may be utilized to replace current employees who are away from the workplace due to being on the following medical based leaves: Short Term Disability, Long Term Disability, Workers Compensation and Compassionate Leave. The layoff of such employee will not enforce the terms of Article 1.04 when the following conditions are met:
1. A replacement employee may be hired for the purpose of filling a vacancy created by a current employee leaving the workplace for any of the above mentioned medical leaves.
  2. The Union is notified that such replacement employee has been hired and which employee they are replacing. This is subject to the temporary posting provisions of the contract.
  3. The replacement employee shall be informed at the time of hire that they are being hired as a replacement.
  4. Replacement hires shall be considered eligible for benefit/pension provisions based on seniority through continuous employment.

5. Replacement hires shall be utilized on a “one-for-one” basis, meaning a vacancy created by one (1) current employee on medical leave will be replaced by one (1) replacement employee.
  6. Being classified as a replacement employee shall not preclude such employee from exercising their seniority and bidding on open positions in the assigned department (ex. Production/Maintenance). If a successful bid is achieved, then the Company may hire a new replacement employees.
- c) A temporary or replacement employee who attains seniority as per the above will retain their seniority and recall rights for a period equal to the time they actually worked for the Company, to a maximum of twelve (12) months. Such temporary or replacement employee who is laid off and is not recalled within the period of recall defined herein will lose their seniority when their period on layoff equals the time they have worked for the Company.
  - d) 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 they subsequently be laid off.
  - e) 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 they be

recalled within his period of seniority retention as detailed in 13.02 2) c) above. If they are not recalled during his eligible period, they will lose their 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 they have registered or intended to apply for admission for the fall term at an educational institution, shall be on a probationary status throughout their term of employment and shall not acquire seniority. The Company shall terminate the employment of a summer relief employee on the completion of their 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 they apply for and are accepted by the Company for regular full time employment they shall acquire seniority with their seniority date recorded as their 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 their seniority and their employment shall be terminated if:

- a) They voluntarily terminate their employment.
- b) They are dismissed with just cause.
- c) They are absent for seven (7) days in any calendar year without permission. (Proven sickness or personal or family emergency shall be deemed to constitute permission). 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) They fail 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 they are laid off for a maximum period of thirty-six (36) months after their name has been removed from the active roll due to layoff. In order to retain their name on the recall list and retain their 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 they have been on layoff for thirty (30) 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 their employment terminated. Even if the employee complies with the write-in provision as detailed above, they will lose their seniority and their employment will be terminated following thirty-six (36) 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) their permanent total disability benefit is discontinued or (b) their permanent total disability benefit has been fully paid, their seniority, including that which they otherwise would have acquired during the period of their disability, shall be restored. If the period of their disability,

however, was for a period longer than the seniority they had on the date they were approved for a permanent total disability benefit they shall reacquire seniority equal to the amount of the seniority they 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 Arbitrator is constituted to deal with a dispute under Article 13, Arbitrator 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). The Company will be able to select a new CCO based on seniority, ability, aptitude and decision making skills. In addition, PRO's that may replace CCO's from time to time may be selected by the Company following the same guideline.
- h) The selection of the new CCO or PRO functioning as a CCO will be completed based on the senior applicants being tested and evaluated based on



applicant knowledge testing and demonstration that will be covered by areas such as mathematics, graphical representations and interpretations, cement/clinker chemistry, pyro processing, raw mill and coal mill process, cement chemistry and process, teamwork, cooperation, workplace behaviors, etiquette and comprehension.

- i) The successful candidate will then be measured on ongoing performance with reviews by management subject to capabilities to perform the duties. Testing will cover areas such as mathematics, graphical representations and interpretations, cement/clinker chemistry, pyro processing, raw mill and coal mill process, cement chemistry and process, teamwork, cooperation, workplace behaviors, etiquette, and comprehension.

### **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 twelve (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 twelve (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 their job was permanently discontinued, has bumped into and holds pursuant to the provisions of Section 13.10.
  - iii. after their 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 they do not have the seniority to bump under the terms of Section 13.10, the job they hold 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 they may apply in writing to the Plant Human Resources Department or Quarry Manager, within seven (7) days of being given notice of such job discontinuance, to bump an employee with lesser seniority provided they meet 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 or Quarry Manager 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 their 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 they meet the requirements of ability and fitness defined in Section 13.06.
- b) Notwithstanding the provision in (a) 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.

Recall for any job that the employee is able to perform in accordance with Section 13.06.

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 their choice of options by submitting such request in writing to the Plant Human Resources Department or Quarry Manager. If an employee changes their option and such change would allow them to bump an employee at work, they 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 their former job unless they now hold a permanent job by application of Section 13.13, or they do not elect to return to their 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 their 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 their 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.
- e) Vacation Relief Operator (VRO) positions will be posted no later than February 15<sup>th</sup> of each year. The positions will be open to employees of classification 1-8. Training assignments will not be subject to 13.13b) and c).

### **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 their former position, regardless of their 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. Employees in Class 8 positions and higher in Edmonton (Class 6 or higher at Cadomin) are restricted from bidding on Temporary Vacancies.

### **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      *Re-Posting of Positions***

When the successful applicant is awarded to a position under Section 13.13 or 13.14 and voluntarily vacates the position prior to starting the new job or within thirty (30) days after starting the new position, the position will be filled using the applicant(s) from the original posting in accordance with Section 13.06, rather than re-posting the position.

### **Section 13.17      *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 13.18      *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 Cadomin Quarry 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 their 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.

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

### **Section 13.19      *Leadhands***

The Company may use non-working Leadhands to lead maintenance contractors during annual shutdowns. Leadership qualities shall be considered along with seniority, ability and physical fitness when considering selection of Leadhands. Employees have the right to refuse a Leadhand role.

Leadhands shall be paid three dollars (\$3.00) per hour above their regular hourly rate.

## **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 13.17 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, they 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, they 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 Department Manager 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 they 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 their last permanent classification. When training is completed, their wages will correspond to the classification of the position they are 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 their wage rate of their 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 them all of their previously accumulated pension and vacation credits. Their seniority rights at the former plant shall terminate upon their 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 <sup>Note 1</sup>] of the Edmonton Plant or the Cadomin Quarry during the term of the current Collective Bargaining Agreement 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 time rate in the last twelve (12) months in a permanent position multiplied by the employee's seniority (in years and fraction thereof) as at their 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 their employment and must sign the required Release Form. Upon payment of severance by the Company,

such employee will have their employment terminated and will permanently relinquish all their rights under the Collective Agreement and their seniority will be deemed to be lost in accordance with Section 13.

- d) Those employees who are on Short Term Disability, 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 their 65th birthday. The severance payment for an individual who is on Short Term Disability, Long Term Disability or Workers' Compensation as at the date the closure would have caused their 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 their employment terminated had they been at work and the rate in effect at that time) or,
  - 2) The amount of straight time earnings (based on their rate as at the date they would have had their employment terminated had they been at work) they would have earned between the date they were able to return to work and their 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 for the length of the current Collective Bargaining Agreement.

**NOTE 1** For the purpose of this Plant Closure Agreement permanent partial closure shall be defined as a twenty-four (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 their 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 their Union may request them 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 (Supervisor 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 they continue to pay their regular Union Dues.
  
- b) Notwithstanding subsection a) above, at the Cadomin Quarry the Company shall, as required when the Quarry Manager is absent, appoint a qualified employee to act as the Quarry Supervisor 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) kilometers one way to attend the funeral or in connection with their duties as Executor or Administrator of the estate they shall be given one (1) additional day leave of absence with pay. Pay shall be considered as equivalent wages they 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 they report for such services and shall receive wages equal to their 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 their shift on that day if their shift has not been completed.

### ***Section 16.06 Compassionate Care Leave***

The Company will provide compassionate care consistent with Provincial and Federal guidelines.

## **Section 16.07 Paid Sick Leave**

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

Payment for Paid Sick Leave will be paid at the employee's normal schedule at the employee's regular classification straight time pay. The shift may be inclusive of eight (8), ten (10) or twelve (12) hour shifts, as well as any other agreed upon regular shift hours. Hours paid out on December 31 will be paid at the regular shift schedule and regular classification rate of pay on that day.

The employee's will be able to begin to earn Paid Sick Leave commencing January 1, 2022. The provisions in the paragraphs above will guide the application of the Paid Sick Leave days earned.

### **Government Mandated Sick Days**

If during the life of the agreement any government body

mandates Sick Days, that the employees covered by the agreement would be eligible for, then those days will become inclusive of the Paid Sick Leave. The parties will meet to discuss the new mandated sick days. The new mandated sick days will not cause the Company to incur any greater expense nor will it reduce the Sick Day payments to be made to the employees within a calendar year.

## **Article 17: APPRENTICESHIP**

### **Section 17.01 Apprenticeship**

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 work experience, aptitude, seniority, job posting and mutual needs.

The maintenance classifications included in this program are Electrician, Millwright, Welder, Instrument Technician, Heavy Duty Mechanic, Machinist and Automotive Mechanic.

The Apprenticeship Selection Committee will be comprised of two (2) representatives for the Union and two (2) representatives for the Company with a mandate to select the best candidate for apprenticeship postings.

- a) The selection process will be such that both the Union and Company Committee members must agree to the selection of the successful candidate. The selection decision must be unanimous, and any one member can veto the selection. The

deliberations of the Committee will be confidential and only the decision of the Committee will be announced.

- b) Both the Union and the Company agree to accept the candidate selection decision made by the Committee. Decisions made by the Apprenticeship Selection Committee shall not be subject to the Grievance Procedure.
- c) Any unsuccessful / vetoed candidates shall be provided with reasons therefore in writing

## **1. Candidate Evaluation**

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

- a) Work experience
- b) Academic qualifications
- c) Work record at Lehigh Cement, a division of Lehigh Hanson Materials Limited
- d) Safety record
- e) Aptitude for the trade under consideration, which will be confirmed with written testing consistent with apprenticeship entry requirements and training
- f) Physical ability that may be verified by testing for the trade under consideration
- g) Personal interview with Apprenticeship Selection Committee members
- h) In addition, and at the Discretion of the Committee, seniority may be added as a criterion

## **2. Vacancy Posting**

Vacancies for apprenticeship positions will be posted for a period of seven (7) calendar days. A list of applicants will be sent to the Apprenticeship Selection Committee, Union and Company. The provisions of the Collective

Agreement will apply for apprenticeship postings with the following exceptions:

- a) the selection of the successful applicant will be governed by the terms of this article
- b) there will be no requirement that the apprentice job award be made within seven (7) calendar days of the closing bids
- c) selection of an employee to fill an apprenticeship posting will not be subject to the Grievance Procedure outlined in Article 11

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

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

### **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 they are repeating their school term and the apprentice shall not progress to the next pay level until they successfully complete such examination and other requirements to proceed to the next year's rate.

- a) The rates of pay for a registered apprentice shall be in accordance with Appendix "A".
- b) When an employee obtains their journeyman's ticket, they shall be reclassified in the appropriate journeyman class.
- c) An apprentice shall be removed from the program if they fail to pass their school year and the "rewrite" of their examinations.
- d) An Apprentice will not be permitted to bid for summer or sickness relief positions during their apprenticeship.
- e) An Apprentice will be required to remain in their trade classification for a period of time equal to the length of their apprenticeship before they may bid out.

\* The Company shall post apprenticeships for the next trades vacancies that arise. The Union/Management Committee shall meet within ninety (90) days of ratification and regularly thereafter and apprenticeship planning shall be a standing agenda item.



## **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, 2017, 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, 2022.

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 7th day of July 2021

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

<p>The Cement, Lime, Gypsum and Allied Workers' Division of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers &amp; Helpers, Local Lodge D359</p>	<p>Lehigh Cement, a Division of Lehigh Hanson Materials Limited Edmonton Plant Cadomin Quarry</p>
<p>Kevin Sheptycki Assistant Business Manager</p>	<p>Tim Bestland Plant Manager</p>
<p>Glen Rosseker President - Lodge D359</p>	<p>Maya Siriwardana Assistant Plant Manager</p>
<p>Scott Slade Negotiating Committee</p>	<p>Lehigh Hanson Materials Limited.</p>
<p>Chris Wilson Negotiating Committee</p>	<p>Stephen Abrahams Director, Labor Relations</p>
<p>Joe Stacewicz Negotiating Committee</p>	<p>Erin Laternas Labour Relations Analyst</p>

## APPENDIX 'A'

### Classification of Occupations & Wages Edmonton Plant

		12/01/20	12/01/21
1	TII – Labourer, Janitor First 60 days worked	\$25.20	\$25.83
	TII – Labourer, Janitor 61 <sup>st</sup> – 240 <sup>th</sup> day worked	\$28.79	\$29.51
	TII – Labourer, Janitor First 241 <sup>st</sup> day worked and thereafter	\$33.58	\$34.42
	TI – Labourer, Janitor hired prior to 12/01/14	\$36.55	\$37.47
2	Raw Material Handler II	\$41.15	\$42.18
3	Packer Loader, Mechanic Helper	\$39.88	\$40.88
3a	Oiler	\$40.06	\$41.06
4	Utilityman (Yard), Bobcat/Sweeper, Vac Truck, Tool Crib/Stores Attendant	\$41.15	\$42.18
5	Raw Material Handler II	\$41.39	\$42.42
6	Claypit Operator	\$42.01	\$43.07
7a	Lab Analyst, Utility Shift	\$42.37	\$43.43

		12/01/20	12/01/21
7b	Process Attendant Crusher, Process Attendant Kiln, Day Analyst, VRO	\$42.90	\$43.97
7c	Process Attendant Mills	\$43.20	\$44.28
8a	Kiln Bricker, <del>Process Relief Operator</del>	\$43.23	\$44.32
8b	Process Relief Operator	\$43.53	\$44.62
9	Central Control Operator	\$48.90	\$50.12
10	Repairman I, Heavy Duty Mechanic	\$49.11	\$50.34
11	Instrument Tech, Electrician	\$49.11	\$50.34

Summer Relief employees will be paid an hourly rate of \$20.04 for work performed as a Labourer or Janitor.

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

- 1st year – TI - Labourer, Janitor hired prior to 12/01/14
- 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 – TI - Labourer, Janitor hired prior to 12/01/14
- 2nd year - Class 2
- 3<sup>rd</sup> 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 employee 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 and eight-five (\$1.85) cents for each hour worked in the Repairman I classification shall also be paid to a certified maintenance 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.

Upon ratification employees in the newly created Classification of Process Attendant Mills will receive a rate increase of \$0.30 per hour

Upon ratification employees in the newly created Classification of Process Relief Operator will receive a rate increase of \$0.30 per hour

Upon ratification employees in the Classification of Central Control Operator will receive a rate increase of \$0.30 per hour



## APPENDIX 'B'

### Classification of Occupations & Wages Cadomin Quarry

		12/01/20	12/01/21
1	TII – Labourer, Janitor First 60 days worked	\$25.20	\$25.83
	TII – Labourer, Janitor 61 <sup>st</sup> – 240 <sup>th</sup> day worked	\$28.79	\$29.51
	TII – Labourer, Janitor First 241 <sup>st</sup> day worked and thereafter	\$33.45	\$34.28
	TI – Labourer, Janitor hired prior to 12/01/14	\$36.41	\$37.32
2	Car Loader II	\$38.34	\$39.29
3	Crusher Operator	\$39.60	\$40.59
4	Truck Driver, Grader Operator, Mechanic Helper	\$39.88	\$40.88
4a	Lab Analyst	\$41.39	\$42.42
5	Loader Operator, Car Loader I, Driller	\$42.01	\$43.07
5a	Blaster	\$42.48	\$43.54
6	General Maintenance Mechanic	\$49.11	\$50.34

Summer Relief employees will be paid an hourly rate of \$20.04 for work performed as a Labourer or Janitor.



Chargehands shall be paid two dollars (\$2.00) per hour above their current job rate, or two dollars (\$2.00) per hour above the highest classification on site, whichever is higher.

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

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 and eighty-five (\$1.85) cents for each hour worked in the Repairman I classification shall also be paid to a certified maintenance 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 'C'

### ***Benefit Plans***

#### **1.01 Benefit Plans**

Lehigh Cement agrees to pay 100% of the premium for the following benefits which are subject to limitations and standard provisions in the insurance policies. 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.

It is noted that if any provisions of the benefit plans are not referenced in this Agreement, it means no changes were made to those in place during the prior Agreement.

- a) LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

Life and AD&D principal sum will be \$150,000. This benefit will reduce by 50% at age 65. All supplementary Life linked to the CEMENT WORKERS TRUSTEED PENSION PLAN is removed.

- b) SHORT TERM SICKNESS AND ACCIDENT BENEFIT

When an employee has a claim for Short Term Disability approved by the insurance company in accordance with c) below and has received the first payment from the insurance company, the Company will pay the employee for the first three (3) days of illness or injury at the rate of 1/5 of the weekly income amount per working day calculated in accordance with (c) below.

No payment will be made for any day that the employee is not scheduled to work. Any benefit is taxable to the employee.

c) SHORT TERM DISABILITY INSURANCE

A short term sickness and accident disability benefit will be provided following the third consecutive day of absence due to illness and the first day of absence due to a non-occupational accident. Qualification for the benefit will be in accordance with the insurance policy and will continue as long as the employee is disabled up to a maximum of twenty-six (26) weeks. The weekly income benefit shall be sixty-six and two thirds ( $66 \frac{2}{3}$ ) of regular weekly earnings to a maximum of one thousand dollars (\$1000.00) per week. Any premium reduction resulting from qualification of the Short Term Disability plan under the **Employment Insurance (EI)** Act shall be retained by the Company. Any benefit payable is taxable to the employee.

d) LONG TERM DISABILITY INSURANCE

In the event that an approved disability exceeds twenty six (26) weeks, a Long Term Disability Benefit will pay sixty six and two thirds ( $66 \frac{2}{3}$ ) of regular earnings to a maximum of three thousand (3,000) dollars.

Qualification for the benefit will be in accordance with the insurance policy and will continue until the earliest of non-qualification for benefit, death or attainment of age 65. The total LTD payment plus the CPP primary and secondary benefits and/or other insurance benefits is limited to eighty (80) percent of pre-disability income. Any benefit payable is taxable to the employee.

e) HEALTHCARE INSURANCE: **Hospital**

Supplementary hospital insurance for semi-private or private accommodation and emergency outpatient

benefits as provided in government plans.

f) HEALTHCARE INSURANCE: **Paramedical**

Services of a licensed Chiropractor, Osteopath, Podiatrist, Naturopath, Christian Science Practitioners, Acupuncturist, Speech Therapist or Massage Therapist will be covered. The total individual maximum amount payable for all combined services is two thousand (\$2,000) dollars in a calendar year. In addition, services of a Physiotherapist are covered up to two thousand (\$2,000) dollars in a calendar year and a Psychologist to three thousand (\$3,000) dollars 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) HEALTHCARE: **Vision**

- a. Vision Eye Exams: Ninety dollars (\$90) every twenty four (24) months for adults and every twelve (12) months for dependent children under the age of nineteen (19) years.
- b. Frames, Lenses, Contacts and Laser Eye Surgery: four hundred and fifty dollars (\$450) every twenty four (24) months for adults and every twelve (12) months for children under the age of nineteen (19) years.

h) HEALTHCARE: **Prescription Drugs**

Deductible: There is no deductible

Electronic Prescription Drug Card: included

Reimbursement: 100% of eligible drugs which require a doctor's written prescription

Drug Formulary: none

i) **HEALTHCARE: Medical Forms**

Reimbursement for completion of doctor forms for all claims is limited to two hundred twenty five dollars (\$225.00) annually. If required by the benefits provider, this limit will not apply for approved disability claims and will be reimbursed by the Company.

j) **DENTALCARE INSURANCE**

Deductible: There is no deductible for expenses incurred in any of the three categories of coverage.

Reimbursement Levels:

Basic Coverage: 100%

Major Coverage: 90%

Orthodontics Coverage: 60%

Maximums:

Basic and Major: \$3,000 per calendar year

Orthodontics: \$3,000 in the individual's lifetime

Orthodontics Note: eligibility includes dependent children under age 19 and eligible adults

Dental Fee Guide: provincial guide in place at time of treatment

**Section 1.02 Extension of Benefit Coverage**

- a) A seniority employee on layoff shall remain covered under the provisions of Section 1.01, subsections (a), (e), (f), (g), (h), (i) and (j) 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 Income or Long Term Disability Claim shall remain covered under the provisions of Section 1:01 (a), (e), (f), (g), (h), (i)

and (j) from the date of disability until the earliest of non-qualification for benefit and return 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. 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 fourteen (14) percent of compensation as defined in Section 1.6 of the Plan Text (consolidated to September 1, 2004) for the CEMENT WORKERS TRUSTEED PENSION PLAN.
- 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.

# 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 lay off 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. *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 bi-weekly equalization list by Wednesday afternoon of that week (unless affected by a statutory holiday), to take effect on that 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, they 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 callouts on weekends for emergencies. The person at the top of the OT 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 OT equalization 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 OT 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 (2) 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**

If a qualified Production employee on either regular time or overtime is available on site to perform the required duties, the Company may re-assign that employee to perform any duties without paying a call out. The employee may be re-assigned regardless of whether equipment is running or not in their area. It is understood that one employee will not be expected to cover more than one position at a time.

If a qualified Production employee on site is not available, the Company may call out the next qualified Production employee as per the OT equalization list for

that primary position. The Company may then call out for positions to fill the need for Plant operations. The Company will not utilize the shift tradesperson until all options are exhausted. The decision to backfill for a vacant shift is at the Company's discretion.

There will also be no call-out compensation when an employee is asked to perform manwatch or labour duties, as these duties will be considered interchangeable. With respect to these manwatch and labour duties, the Company will inform the employee of the nature of the duties they will be performing in advance, and should these duties change, the employee will have the option of not taking the new work, without pay or penalty. However, during a Kiln shutdown, manwatch, bricking and labour duties will be considered interchangeable.

### **Non-trades Day Workers**

If a qualified non-trades day worker on either regular time or overtime is available on site to perform the required duties, the Company may re-assign an employee to perform any duties associated with that position at the applicable rate without paying a call out. If not, continue the next qualified non-trades day worker on the OT equalization list. It is understood that one employee will not be expected to cover more than one position at a time.

### **Plant Clean up**

The production and labour crews typically provide the manpower for cleanup 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 the process area,
2. The next Production employee on the OT equalization list with the lowest hours on the OT equalization list,
3. Any physically able non-maintenance individual(s) on the OT equalization list.
4. Contractors or Supervisory personnel.

### **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 next labour crew attendant(s) on the OT equalization list will be chosen. Qualified production personnel will be chosen from OT equalization list as follows:

1. Personnel regularly assigned the process area,
2. The next Production employee with the lowest hours on the OT equalization list,

## **Weekday Maintenance**

All weekday maintenance call outs are to utilize the OT equalization list. If OT jobs in progress require additional manpower, the person requesting maintenance assistance (i.e. plant management or designated personnel) shall continue calling the remaining maintenance personnel left on the current OT equalization list.

1. Remaining maintenance personnel left on the current OT equalization list.
2. Maintenance personal on vacation.

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

3. Contractors or Supervisory personnel.

## **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 OT equalization list.
3. Maintenance personal on vacation.

Note: Maintenance personnel on apprenticeship may 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:

#### 4. Contractors or Supervisory personnel.

### **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 Maintenance will be called out.

### **Overtime Equalization - Inequity**

The Company will follow the OT equalization list; however, 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.

#### 4. 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.	Thur.	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	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 they started work on a call back.

#### 5. 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. After April 1<sup>st</sup>, the Company will provide a written response to a vacation application within two (2) weeks of application provided that the vacation request is for an entire shift block as vacation. 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.

Company to post monthly list of approved vacations for each Department.

## **6. *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.

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 workday



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 their third day of rest, they will be paid five (5) hours at one and one half (1.5) time and five (5) hours at two (2) times their 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 Sunday and ending on Saturday.

### **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

## **7. Ten (10) Hour Modified Work Schedule - Cadomin**

### A. Modified Work Schedule

Quarry employees will be divided into A and B Groups.

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 either:

- a) Tuesday to Friday, or
- b) Wednesday to Saturday

There will be two twenty minute paid breaks. In the event that employees are directed by the Company not to take a scheduled break while loading the limestone train, they will be compensated for the amount of time equal to the missed break at their applicable rate for missing their scheduled breaks.

The assignment of employees to Groups A or B will be at the sole discretion of the Company. Employees may, at the discretion of the Company, be moved from one group to the other.

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 workday.

The first ten (10) hours worked on a regular workday 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 their 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 Group B, employees scheduled to work on their assigned day off, shall be paid as follows:

Tuesday to Friday schedule: Saturday at 1.5 times regular pay, Sunday at two (2) times regular pay, Monday five (5) hours at 1.5 times regular pay and five (5) hours at 2 times regular pay.

Wednesday to Saturday schedule: Sunday at two (2) times regular pay, Monday at 1.5 times regular pay, Tuesday five (5) hours at 1.5 times regular pay and five (5) hours at 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 two twenty (20) minutes paid breaks during the shift.

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.

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.

## **8. *Twelve (12) Hour Production Shift Schedule***

The twelve (12) hour shift schedule will be worked by all employees in the following classifications:

- Central Control Operator
- Process Attendant
- Utility Shift
- Process Relief Operator
- Lab Analyst (Shift)
- Raw Material Handler I & II
- Repairman I (Shift)
- Instrument Tech/Electrician (Shift)

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.

There will be one Repairman I and one Instrument Tech/Electrician per crew. These positions will be in separate vacation pool from the Day shift Repairman I and Instrument Tech/Electrician crews.

Dayshift Repairman I, Electrician and Instrumentation will be offered overtime on a job continuation basis, if a job is to extend past 3:00 pm.

## 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 Saturday and ending at 18:00 hours the following Saturday.

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, they shall be paid as a day worker until such time as they are scheduled onto the twelve (12) hour shift. If a non-twelve (12) hour worker is scheduled onto the twelve (12) hour shift for relief, they 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 three (3) 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 – 20 minutes
- 12:30 or 00:30 – 20 minutes
- 15:30 or 03:30 – 20 minutes
- 17:45 or 05:45 – 15 minutes

#### 6. 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 (13<sup>th</sup>) 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.

### **9. 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 their regular pay.

## **10. Overtime**

When work is contracted out under Section 1.04, the employees in the affected classification equal to the number of contractors that performed work (i.e. Repairmen, Labourers, Claypit Operator, etc.) will be given the opportunity to work a ten (10) hour shift that day, unless the contractors work more than ten (10) hours; in that case, the employees in the affected classification will be given the opportunity to work a twelve (12) hour shift that day. Exceptions will be for capital projects, construction, work that requires special skills and equipment and mobilization and demobilization of tools and equipment. The Company shall not be required to offer such overtime if the Bargaining Unit work is incidental to the work being performed by the contractor as above.

## **11. Cadomin Lab Qualifications**

The parties agree to change the bid qualifications for the Laboratory Analyst classification at the Cadomin Quarry as outlined in Section 13.06f) of the collective agreement to "Grade 12 or equivalent educational standing.

## **12. Shift Change**

The Company has the right to change employee shifts, as defined in the collective agreement, to ensure the efficiency of operations. Transferring a shift worker to

a day worker schedule will not be considered as a reduction of regular hours. If new shift configurations are required, the Company will follow Section 5.02d).

## **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. This section also will not apply when an employee has not worked a part of their shift due to tardiness. In these instances, the employee must work eight hours to be eligible for premium time pay.

### **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 their 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.

### **3. *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.

#### ***4. 2010 – 2011 Negotiations: Agreements in Principle***

The Company agrees to pay Alberta Health Care premiums on behalf of the employees should the Alberta Government reinstate the premiums.

Under LOU #4, the Oiler Classification will be considered a Non-trades Day Worker.

#### ***5. Company Sponsored Golf Tournament***

The two committees agree that the Company will sponsor an annual employee golf tournament and dinner on a Saturday in June as mutually agreed.

## LETTER OF INTENT

RE: Section 1.04 Assignment of Work

The inclusion of the words “regular and customary” in Section 1.04 will not be used to eliminate any of the work currently or customarily performed by Bargaining Unit members.