

INDUSTRY AGREEMENT

TO COVER:

**SIDEWALKS, CURBS, GUTTERS, RELATED
CATCH BASINS, LEADS, A.G.T. CONDUIT AND
OTHER RELATED WORK**

BETWEEN

ASTY CONCRETE AND CONSTRUCTION LTD.

**LAFARGE CANADA INC.
CONSTRUCTION MATERIALS**

MARMOT CONCRETE SERVICES LTD.

STANDARD GENERAL INC.

and

**other Contractors who execute this Agreement
(Hereinafter referred to as the Employer)**

AND

**CONSTRUCTION AND
SPECIALIZED WORKERS' UNION LOCAL 1111
Calgary, Alberta
(Hereinafter referred to as the Union)**

ARTICLE ONE – OBJECTS

1.01 The object of this Agreement is to assist in stabilizing the industry, improving the trade, promoting peace and harmony between the Employers and the Employees and providing an efficient service to the public.

ARTICLE TWO – EFFECTIVE DATE

- 2.01 This Agreement shall be in full force and effective **as** of May 1, 2006 and continue in effect until April 30, 2009 and from year to year thereafter except **as** hereinafter provided.
- 2.02 Either party desiring to amend this Agreement or to commence collective bargaining may do **so** in writing to the other party, not less than sixty (60) days, **or** not more than one hundred twenty (120) days prior to the expiry date of this Agreement.
- 2.03 If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said expiry date of this Agreement until a strike **or** lockout is allowed by law.

ARTICLE THR – RITORIAL **JURISDICTION**

3.01 **The** terms **of** this Agreement shall apply to work within that part of the province of Alberta

contained within the present jurisdictional area of the Construction and Specialized Workers' Union Local 1111, which is from the United States border to the south boundary of Township 40 and on the west by the British Columbia border and on the east by the Saskatchewan border.

ARTICLE FOUR - UNION RIGHTS (UNION SECURITY)

4.01 A Job Steward shall be recognized on all jobs and shall not be discriminated against. He shall, when possible, be the last one to be laid off. Job Stewards may be members of the Safety Committee. Job Stewards shall be allowed sufficient time to perform their duties including assisting in settlement of grievances and settlement of jurisdictional disputes. All Job Stewards shall be appointed by the Business Representative of the Local Union and the Employer shall be notified in writing.

4.02 Authorized Union Representatives shall have access to jobs where Employees covered by this Agreement are employed providing they do not unnecessarily interfere with the Employees or cause them to neglect their work. Further such Union Representative(s) shall comply with the clients safety and security regulations. The Union Representative(s) shall, before proceeding about

their business, notify the senior representative **of** the Employer on the job, **of** their presence.

- 4.03 The Union shall have the right to post notices at the designated places on the jobs. All such notices must be authorized by the Union and approved by the Employer's authorized representative on the job.
- 4.04 The Employer recognizes the Union as the sole and exclusive bargaining agent for all the Employer's employees as listed under the wage classifications of this Agreement and including: All Employees operating all hand, electric, pneumatic or combustion driven tools or equipment necessary for the performance of work of the above Employees: Labourers tending all crafts, including the mixing, handling, and conveying of all materials used by other crafts.
- 4.05 The Employer agrees to hire only members in good standing of the Local 1111, when Employees are required. Members so hired, shall be in possession of a dispatch slip from Local 1111. The Employer may request former Employees who have been employed by them previously and the Union shall refer said former Employees. When the Employer calls the Union **for** Employees and the Union is unable to supply competent Employees within twenty-four (24) hours, exclusive of Saturdays, Sundays and

Holidays, the Employer may, after obtaining the consent of the Business Manager of the Union, engage new Employees directly on the understanding that they shall make application to become members of the Union within fifteen (15) days of commencement of employment. Any such Employee who has not made application to become a member of the Union within the allowed fifteen (15) days shall be terminated, upon notification in writing from the Union. If non-union employees are hired the Employer will notify the Union within forty eight (48) hours with the names.

4.06 The Employer agrees to deduct:

Twenty five dollars (\$25.00) as monthly Union dues effective May 1, 2006. Any adjustments to be set at the International Convention in September 2006 for January 1, 2007, January 1, 2008 and January 1, 2009.

and

Seventy five cents (\$0.75) per hour as working dues effective May 1, 2006 (if further hourly increases are required, it must be approved by a vote of this Sector) for all hours worked, **or** such dues as may be set by the Union from time to time, as a condition of employment. The Union shall notify the Employer in writing of any changes in dues, structure and/or amounts. Initiation fees, Reinstatement fees and/or

assessments pertaining to the Union business, shall be submitted to the Secretary-Treasurer of the Union accompanied by a list of the employees' names from whom the deductions are made, before the fifteenth (15th) day of the month following.

- 4.07 The Union shall at all times, ensure that the signatory contractors are supplied with sufficient manpower for their needs before allowing members to work for contractors not signatory to this Agreement.
- 4.08 The parties to this Agreement recognize the status of the individual Labourer as a tradesperson. Neither party shall knowingly allow any Labourer to be discriminated against in respect to their rights under this Agreement.

ARTICLE FIVE - MANAGEMENT RIGHTS

- 5.01 The Union recognizes the right of the Employer to the management of its plant, and the direction of its working forces, including the right to select and hire workmen, promote and/or transfer any Employee or discharge any Employee for just cause. The Union further recognizes the right of the Employer to operate and manage its business in accordance with its commitment and responsibilities including methods, processes and means of production or handling, except as otherwise provided in this Agreement.

- 5.02 Employees party to this Agreement shall work under the conditions herein set out. The Employer shall be given preference in the supplying of the Union employees.
- 5.03 The Employer may make such rules **as** it deems necessary or convenient for the proper conduct of the Employer's business and observance of such rules shall be a condition of it's Employee's employment.
- 5.04 The Employer's Safety Requirements and Policies will be a condition of employment. Any disciplinary action taken in this regard by the Employer will be disclosed immediately to the Business Manager of the Union.

ARTICLE SIX – HOLIDAYS AND VACATIONS

- 6.01 The eleven (11) recognized Statutory Holidays shall be:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	First Monday in August
Family Day	

and any such day **as** may be declared by the Federal and/or Alberta Provincial Government. No work shall be performed on Labour Day

except where safety to life and/or property makes it necessary.

- 6.02 When one **of** the holidays **falls** on a Saturday or Sunday, the following regular working day shall be observed **as a** holiday. In the event two consecutive holidays fall on a Saturday and Sunday, the following two (2) regular working days shall be observed **as** the holidays. With the Employers' and the Unions' mutual consent, when **a** General Holiday falls on **a** Tuesday, Wednesday or Thursday, then the holiday may be observed on the nearest Monday and the actual day of the holiday shall be worked and paid for at straight time rates. Work performed on the day **upon** which it has been agreed and that the holiday shall be observed **shall** be paid for at double time rates.
- 6.03 Monies for vacation pay and statutory holidays shall be credited to the Employee at the rate of six percent (**6%**) and four percent (**4%**) respectively of regular earnings for **all** hours worked. Monies so credited shall be disbursed with every pay cheque.

ARTICLE SEVEN – HOURS WORKED, OVERTIME, SHIFTS

- 7.01 The following sections **of** this Article are intended to define the normal hours of work and shall not

be construed as a guarantee of hours of work per day or per week or of days of work per week.

7.02 If an Employer wishes to schedule a two (2) or three (3) shift operation of more than five (5) days duration, then the starting and ending time of shifts and overtime shall be mutually agreed to by the Employer and the Business Manager of the Local Union.

7.03 OVERTIME – All hours specified below shall be paid at the following rates:

- (1) Time and one-half (1-1/2) the regular rate for all hours worked over eight (8) hours per day, or over forty (40) regular hours per week, whichever is greater, based on a six (6) day work week, Monday through Saturday inclusive.
- (2) Double time (2X) for all hours worked on Sunday or Statutory Holidays with the exception of travel time which will be paid at the regular rate of pay.
- (3) All hours worked when a full eight (8) hours rest period has not been given the Employee, until the Employee has a full eight (8) hours rest per period shall be paid at the overtime rate that the Employee was last working under.

- (4) If a Statutory Holiday falls in a work week, the work week will be reduced to thirty-two (32) regular hours based on a five (5) day work week, Monday through Saturday inclusive.
- (5) If two (2) Statutory Holidays fall in a work week, the work week shall be reduced to twenty-four (24) regular hours based on a four (4) day work week, Monday through Saturday inclusive.
- 7.04 Employees shall not be discriminated against, disciplined or threatened for requesting time off, including Sundays, provided the Employee has just cause and has given reasonable notice to the Employer.

ARTICLE EIGHT – TRANSPORTATION, TRAVEL TIME, ROOM AND BOARD

- 8.01 On **jobs** within the corporate boundaries and **up** to forty-five (45) kilometres from the corporate boundaries of Calgary or a signatory Employers established place of business, (hereinafter referred to **as** the Free Zone) no transportation shall be supplied to the initial work site of the day. If an Employee is transferred from his initial work site of the day, the Employer shall provide Transportation from the initial work site and return, at no cost to the Employee. No Employee(s) shall be required **to** use their own

vehicle(s) to transport tools or any other equipment from job to job.

- 8.02** For work beyond the above Free Zone from which the Employees return home daily, travel time shall be paid from the Free Zone to the job site and from the job site to the Free Zone at the rate of one (1) minute per kilometre at the Employees regular rate of pay.
- 8.03** For work beyond the above Free Zone from which the Employee does not return home daily, travel time shall be paid **as** in Article **8.02** and transportation will be supplied provided the Employer works fifteen (15) calendar days or for the duration of the job if the duration of the job is shorter. Employees shall qualify for return transportation and travel time **as** in Article 8.02 after sixty (60) calendar days unless laid off earlier, in which event, the Employee shall receive travel time and transportation. If an Employee is discharged for just cause after thirty (**30**) working days, the Employer shall provide return transportation but not travel time.
- 8.04** If an Employee is required to work beyond the above Free Zone where he does not return home daily, the Employer shall give the Employee forty-eight (**48**) hours notice prior to his departure except in the case of an emergency.

- 8.05 All camps must meet the specifications as approved by the Alberta Construction Association in conjunction with the Alberta Provincial Building Trades Council. Where a camp is maintained, Employees that do not return home daily shall use the facilities of such camp at no cost. The camp shall be operational seven (7) days per week.
- 8.06 The Employer shall provide adequate and suitable room and board **or** subsistence allowance on **all** projects where Employees do not return home daily, at no cost to the Employee.
- Subsistence allowance shall be provided seven (7) days per week if required by the Employee.

ARTICLE NINE - WORKING CONDITIONS

- 9.01 The Employer shall provide suitable, clean and enclosed sanitary facilities on all job sites where practical.
- 9.02 The Employer shall provide a lunch **room**, when and wherever possible, of adequate size, heated in cold weather and kept clean. This lunch room shall not be used as a storage room. Drinking water in clean, closed containers and individual paper cups shall be provided on **all** jobs.
- 9.03 Protective clothing which is not normally worn by the Employee in the ordinary performance of his work shall be supplied by the Employer at no cost

to the Employee. The Employee will be responsible for equipping himself with an acceptable hard hat and work boots and/or safety boots, if required by the employer or by the Occupational Health and Safety Regulations.

- 9.04 When a prospective Employee, properly attired and qualified for the job is requested to report to a job for hiring, and he is not hired, two (2) hours pay shall be given to the Employee by the Employer.
- 9.05 When an Employee reports to work and no work is available, he shall receive two (2) hours pay at his base rate, unless prior notice has been given to the Employee by the Employer not to report. If work commences and must be cancelled the Employee shall be paid for all hours worked but a minimum of two (2) hours pay at his base rate shall be paid. If an employee refuses to work, or refuses to continue to work, no pay shall be required for hours not worked. Show up time shall not be paid under any circumstances if inclement weather conditions prevent the commencement of work, unless the Employer specifically directs an Employee to report to work when the Employee calls his immediate supervisor prior to the commencement of his workday.

- 9.06 Two (2) coffee breaks of ten (10) minutes duration shall be granted during normal working hours. Such breaks shall be as close to the centre of each half of the shift as possible. A third (3rd) coffee break of ten (10) minutes duration shall be granted immediately after the tenth (10th) hour of work. This third (3rd) coffee break shall be granted if work exceeds ten (10) hours per day. All coffee breaks shall be initiated by the Employer. The breaks will be taken as soon as job conditions permit.
- 9.07 The Initial Site of the day and the starting time of the day shall be designated by the Employer **or** his representative. If an Employee is sent home for any reason, he shall be returned to the yard or his vehicle.
- 9.08 If an Employee is required to work in excess of twelve (12) hours in a shift, the Employer shall provide the Employee a meal free of charge, **or** eight dollars (\$8.00) in lieu of.
- 9.09 The Employer shall supply all tools for the performance of the Employees work. If the Employee fails to return the tools as requested of the Employer, the Employer has the right to charge the Employee for the tools not returned.

ARTICLE TEN - WAGES AND CLASSIFICATIONS

	May 1/06	May 1/07	May 1/08
(A) New hires with less than 90 calendar days employed with the Employer.	\$16.76	\$17.57	\$18.35
(B) Concrete Labourers, Heater Tenders, Labourers, Pump Tenders, Signalmen, Swampers.	\$19.51	\$20.48	\$21.40
(C) Bobcat Operators, Chippers, Concrete Sawmen, Grademan, Manhole Builders, Pipewrappers, Surveyor's Helpers, Tampermen, Tractor Operators, Vibrator Operators, Chuteman, and Labourers using other tools and conveyances normally used.	\$19.81	\$20.80	\$21.74
(D) Linesetters, Pipelayers, Forklift Operators, Pumpcrete Operators, Jackhammer Breakout Men, Form Truck Drivers.	\$20.90	\$21.95	\$22.95
(E) Concrete Labourers Grade One, Extruder Operators, Lead Linesetters, Air Track Drillers, Formsetters, Powdermen.	\$22.24	\$23.37	\$24.44

Labour Foreman shall receive:

one dollar and fifty cents
(\$1.50) effective May 1, 2006
one dollar seventy five cents
(\$1.75) effective May 1, 2007
two dollars
(\$2.00) effective May 2, 2008

per hour above the highest classification working under them. Labour Foreman shall be those Employees who normally do Labourer craft work during the course of their employment and/or are designated **as** Labour Foreman on the company payroll.

At no time shall any Employee covered by this Agreement be required to work **as** a watchman for less than his regular hourly rate.

ARTICLE ELEVEN – PAYMENT CONDITIONS

11.01 Wages shall be paid weekly or every second week by cash or cheque on Friday before quitting time and not more than seven (7) days pay will be held back. In the event the Employee does not receive his regular pay cheque then he shall be paid at his regular rate of pay by the Employer for the time he kept waiting to a maximum of eight (8) hours per day. **If** the Employer *so* chooses, **all** wages, overtime pay and entitlement owing an Employee may be paid by direct deposit to an

account of the employee's choice in a bank, treasury branch, credit union, trust company or other corporation insured under the Canada Deposit Insurance Corporation Act (Canada).

11.02 When an Employee is laid off, all wages, vacation pay and statutory holiday pay shall be paid at the time of termination. When an Employee quits **or** is discharged for just cause, all monies due him, as above, shall be mailed to him not later than ninety six (96) hours after his termination of employment, excluding Saturdays, Sundays and Statutory Holidays and **for** the purpose of hereof, if the Employer mails such papers and monies due the Employee at his last known address within ninety six (96) hours, this paragraph thereafter will be deemed to have been satisfied. If the Employee is kept waiting, he shall be paid at the rate he has been receiving for such time as he **is** kept waiting.

11.03 Payroll Statements shall be given to each Employee with each pay cheque as required by the Employment Standards Code, Chapter E - 10.2 Province of **Alberta** 1988.

ARTICLE TWELVE - GRIEVANCE PROCEDURE

12.01 All differences between the Employer and the Union regarding the interpretation, application, operation **or** an alleged violation of the

Agreement, shall be settled without stoppage of work or lockout, by negotiations, as hereafter provided.

- 12.02 Either the Union or the Employer and the Union may institute a grievance under the terms of this Agreement. **If** they fail to settle same within five (5) calendar days, **or** an extension of time mutually agreed upon, either of the parties may proceed under Article 12.05.
- 12.03 An aggrieved party shall submit his complaint in writing to the Steward or, in his absence, the Business Agent of the Union who shall endeavour to settle the complaint, at the level of Site Management within a time of five (5) days (excluding Saturday, Sunday **or** Holidays).
- 12.04 If the complaint is not settled under 12.03 above, it shall be referred to the Company Management and the Senior Official of the Union who shall attempt a settlement within five (5) days, excluding Saturday, Sunday or Holidays.
- 12.05 If the parties are unable to resolve the differences referred to in 12.02 either party may notify the other party in writing of its' desire to submit the difference to arbitration, and the notice shall contain a statement of the difference and the name of the first (1st) party's appointee to the Arbitration Board. The recipient of the notice shall, within five (5) days, exclusive of Saturday,

Sunday and Holidays, inform the other party of the name of its appointee to an Arbitration Board. The two (2) appointees **so** selected shall, within five (5) days (exclusive of Saturday, Sunday and Holidays) of the appointment of the second (2nd) of them, appoint **a** third (3rd) person, who shall be Chairman.

- 12.06 **If** the recipient of the notice fails to appoint an arbitrator within the time limits under 12.05, the appointment shall be made by the Minister of Labour upon the request of either party. **If** the two (2) appointees fail to agree on **a** Chairman within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party.
- 12.07 The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding on the parties and upon any Employee affected by it. The decision of a majority is the award **of** the Arbitration Board, but if there is no majority, the decision of the Chairman governs and it **shall** be deemed to be the award of the Board.
- 12.08 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expense of the Chairman.

- 12.09 The Arbitration Board by its' decision shall not alter, amend or change the terms of the Collective Agreement.
- 12.10 When an Employee has been suspended or dismissed, the Arbitration Board may:
- (1) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wage loss by reason of his suspension or dismissal, **or** such lesser sum as, in the opinion of the Board, is fair and reasonable.
 - (2) make such other directive varying the penalty as it considers fair and reasonable having regard to the terms of the Collective Agreement.

ARTICLE THIRTEEN – HEALTH AND WELFARE

13.01 The Employer shall contribute:

One dollar and thirty five cents
(\$1.35) effective May 1, 2006

per hour for each and every hour worked by an Employee under any of the classifications set out in this Agreement to the Laborers' Health and Welfare Trust Fund of Western Canada. Contributions shall be made on the basis of full and half hours and shall be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from the Employee's wages. Such contributions are in

excess of the wage rates set out in the Agreement, and do not constitute payment of wages or any portion of payment of wages.

13.02 Upon the wages of an Employee coming due, the contribution outlined in 13.01 shall be calculated by the Employer and set aside for the Trustees **of** the said Fund and the gross contributions from the Employer for all hours worked by **all** Employees in the said classifications in a month shall be forwarded by the Employer to the said Fund c/o Funds Administrative Services 9th floor, 9707 – 110 Street, Edmonton, Alberta T5K 3T4, no later than the fifteenth (15th) day of the month following.

13.03 It is understood that the contributions negotiated under this clause are for the benefit of the members of the Union as recognized by the Trustees of the said Fund who shall continue to have full discretion to make from time to time reasonable rules in this regard. The Fund shall be administered by the Board of Trustees with equal representation from the Union and contributing Employers. Employer Trustees appointed for the purpose of this Trust Fund shall only be from those persons employed by, and representing a bonafide contributing Employer subject to this Agreement.

ARTICLE FOURTEEN – JURISDICTION DISPUTES

- 14.01 There shall be no strikes or lockouts by the Union or the Employer during the term of this Agreement because of jurisdictional dispute.
- 14.02 In the event of a jurisdictional dispute the Employer shall make an immediate assignment in writing of the disputed work and shall not change the assignment until a settlement is reached between the disputing parties. If no settlement is effected then the dispute will be settled finally in accordance with the Labour Relations Code – Chapter L – 1.2 1988 with amendments in force as of July 5, 1990 not including not proclaimed amendments.

ARTICLE FIFTEEN – PENSION PLAN

- 15.01 The Employer shall contribute:
- One dollar and seventy cents
(\$1.70) effective May 1, 2006
 - One dollar and ninety cents
(\$1.90) effective May 1, 2007
 - Two dollars
(\$2.00) effective May 1, 2008
- per hour for all hours worked by Employees covered under this Agreement to the Laborers' Pension Trust Fund of Western Canada.

Contributions shall be made on the basis of full and half hours and shall be made solely by the Employer and no Employer shall deduct such contributions or portion thereof from the Employee's wages. Such contributions are in excess of wage rates set out in the Agreement and do not constitute a payment of wages or any portion of a payment of wages.

- 15.02 All payments shall be made before the fifteenth (15th) day of the month following the month for which payment is to be made.
- 15.03 Payment to be forwarded to the Labourer's Pension Fund of Western Canada c/o Funds Administrative Service 9th floor, 9707 - 110 Street, Edmonton, Alberta T5K 3T4 or such other address as the Trustees may designate from time to time.
- 15.04 This Fund shall be administered by a Board of Trustees with **equal** representation from Union and contributing Employers. Employer Trustees appointed for the purpose of this Trust Fund shall only be those persons employed by and representing a bonafide contributing Employer subject to this Agreement.

ARTICLE SIXTEEN – SAVING CLAUSE

16.01 Should any Article or any provision or any part of this Agreement be void by reason of being contrary to law the remainder of this Agreement shall not be affected thereby.

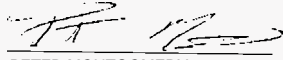
ARTICLE SEVENTEEN – FILING OF COPIES

17.01 A copy of this Agreement shall be filed as is required by the Alberta Labour Relations Code, Chapter L - 1.2 1988 with amendments in force as of July 5, 1990 not including not proclaimed amendments.

DATED THIS 26 DAY OF May, 2006, AT CALGARY, ALBERTA

SIGNED ON BEHALF OF THE EMPLOYERS: SIGNED ON BEHALF OF THE UNION:


ASTY CONCRETE
AND CONSTRUCTION LTD.


PETER MONTGOMERY
PRESIDENT

ONSTRUCTION MATERIALS


RICK MARTIN
BUSINESS MANAGER
SECRETARY-TREASURER


MARMOT CONCRETE SERVICES LTD.


STANDARD GENERAL INC.