

**COLLECTIVE AGREEMENT**

Between

**LAFARGE CONSTRUCTION MATERIALS  
CALGARY PRECAST OPERATION**  
GREATER CALGARY DIVISION  
A Division of Lafarge Canada Inc.  
(Hereinafter referred to as the "Employer")

And

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the  
International Brotherhood of Teamsters  
(Hereinafter referred to as the "Union")

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## TABLE OF CONTENTS

Term of Agreement .....	-1-
Recognition .....	-1-
Union Security .....	-1-
Management Rights .....	-2-
Seniority .....	-2-
Classifications and Hourly Pay Rates .....	-4-
Hours of Work .....	-4-
Vacation Pay .....	-5-
Statutory Holidays .....	-6-
Shop Stewards .....	-7-
Grievance Procedure .....	-7-
No Strike or Lockout .....	-8-
General .....	-8-
Safety Boots .....	-9-
Coveralls .....	-9-
Bereavement Leave and Jury Duty .....	-9-
Health Benefits .....	-10-
Pension Savings Plan .....	-11-
Interpretation and Extent .....	-11-
Letter of Understanding #1 .....	-12-
Advancement Fund .....	-12-
Letter of Understanding #2 .....	-13-
Accident Prevention & Safety Responsibility .....	-13-

**Preamble:** - It is the intent and object of this Agreement, that the Company and the Union cooperate to obtain efficient and unrestricted operation of the industry, to promote peaceful and harmonious relations between the Company and its employees, to provide for the amicable settlement of all disputes and grievances, and to establish terms and conditions of employment to be observed between the Parties to this Agreement.

**Article No. 1: Term of Agreement**

1.01 This agreement shall be in effect from the date of signing and shall continue in full force and effect until March 31, 2007, and from year to year thereafter unless notice of intent to negotiate amendments or modifications is given in writing, by either party, not less than sixty (60) days and not more than one-hundred and twenty (120) days preceding the expiration of this Collective Agreement.

**Article No. 2: Recognition**

2.01 The Company recognizes the Union as the sole collective bargaining agent for its employees within the scope of Certificate Number 298-2000 issued by the Alberta Labour Relations Board which states "All precast employees of Lafarge Construction Materials Southern Alberta Division covered under this Agreement.

**Article No. 3: Union Security**

- 3.01 The Company shall, on the first pay period of each month, deduct from each employee in the bargaining unit who has been employed by the Company for seven (7) days and/or forty (40) hours, the regular dues and assessments of the Union, and remit same together with a list of the names of the employees from whom the deductions were made, to the Secretary-Treasurer of the Union
- 3.02 Each new employee, upon completion of thirty (30) calendar days, shall become a member of the Union for the duration of this Agreement, or while he/she is an employee covered by the terms and conditions of this Agreement. Upon written request of an employee, the Company will deduct the employee's Initiation Fee and remit same, together with a list of the names of employees from whom the deductions have been made, to the Secretary-Treasurer of the Union.
- 3.03 The Company shall not be required to discharge any employee for violation of the provisions of this Article for any reason other than non-payment of regular monthly dues, initiation fees, and assessments.
- 3.04 The Company shall designate a suitable place for the Union to post material, including the seniority list, at each Plant. The Union shall not post any non-union related material that is objectionable to the Employer and it shall be the Union's responsibility to maintain the board in a clean and organized fashion.

- 3.05 Forepersons or other supervisory employees, not classified as part of this Collective Agreement, shall not perform work that is normally performed by employees in the bargaining unit, except:
- a) In cases of emergency;
  - b) When performing research, experimental or developmental work;
  - c) When checking production or performance on various jobs or machines.

**Article No. 4: Management Rights**

- 4.01 The management of the Company's operation and the selection and direction of employees shall continue to be absolutely vested with the Company, and shall be modified only as expressly written as terms and conditions of this Agreement.
- 4.02 Without limiting the generality of the foregoing, such management rights shall include:
- a) The right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by employees; the right to change and abolish rules and practices as the Company sees fit; the right to hire, fire, discipline, demote and terminate employees subject to proper cause.
  - b) The right to determine the number of persons necessary for any functions or operations, designate the work to be performed by and the schedule and hours to be worked by individual employees, designate the time or times when an employee is to work; the right to lay off and recall employees subject to the provisions of this Agreement; the right to determine the qualifications of any employee to perform any work, subject to this Agreement.
  - c) The right to determine methods, processes and means of operation, job content and quality and quantity standards, the right to use improved methods, machinery and equipment, and the right to determine the location of operations, and its operation, curtailment. or discontinuance.
- 4.03 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, or physical disability.

**Article No. 5: Seniority**

- 5.01 An employee's seniority shall be based on the employee's most recent date of hire, and be subject to Articles 5.02, 5.03 and 5.08 of this Agreement.

- 5.02 An employee shall lose all seniority rights, his/her employment deemed to be terminated, and the Company relieved of any further obligations to the employee for any one or more of the following reasons:
- a) voluntary resignation;
  - b) discharge for cause;
  - c) failure to return to work after layoff;
  - d) failure to respond to a couriered letter for recall within five (5) days receipt of the letter, provided such letter is sent to the employee's last recorded address as provided to the Company by the employee;
  - e) layoff for more than eight (8) months;
  - f) absence from work for three (3) consecutive working days or more without advising the Company and giving reasons for such absence, or;
  - g) leave of absence due to injury or illness in excess of two (2) years. This period may be extended upon mutual agreement between the parties that shall not be unreasonably withheld by either party.
- 5.03 Every employee shall serve a probationary period of ninety (90) worked days. Seniority shall not be recognized until an employee has successfully completed his/her probationary period. The Company may terminate the employment of a probationary employee anytime during this period and such termination shall not be subject to the grievance or arbitration procedure. The Company will notify the Union as to why the probationary employee was terminated.
- 5.04 In the event of changes in the size of the work force, either reduction or recall, the Company shall consider the seniority of employees, and where ability, efficiency, and qualifications are relatively equal, seniority shall be the determining factor.
- In the event it becomes necessary to reduce the work force because of a shortage of work and/or in cases where the Company decides for any reason to discontinue any operation, whether temporarily or permanently, probationary employees shall be laid off first, provided the Company is not prevented from maintaining a working force of employees who are at that time qualified and able to efficiently do the work available.
- 5.05 An employee must inform the Company immediately of any change in his/her residential address and/or telephone number for the purposes of recall.
- 5.06 A seniority list shall be compiled and kept posted on the bulletin board. The seniority list shall be revised semi-annually and all errors shall be addressed between the parties. In the event such discussions are unsuccessful, the error shall be subject to the grievance procedure.
- 5.07 a) When a bargaining unit employee receives leave of absence to accept a position within the Company that is beyond the scope of this bargaining unit, he/she may retain his/her seniority for a maximum of six (6) months.

- b) After six (6) months, the employee shall be required to exercise his/her seniority rights and return to the bargaining unit, or relinquish his/her seniority rights.
- 5.08 The Employer shall determine the qualifications, skills and abilities required for shift assignments, new positions, and position postings and select employees based on an assessment of these factors. Where the Employer determines that these factors are relatively equal among employees, seniority shall prevail.
- 5.09 In the event the Company re-opens the second precast operation in Calgary, the Company and the Union will meet and mutually decide on transfer provisions between the two plants.
- 5.10 In the event of a layoff that results in the termination of employment of any employee, the Company will pay severance in accordance with the Alberta Employment Standards Act.

**Article No. 6: Classifications and Hourly Pay Rates**

- 6.01 Employees shall be paid by direct deposit, every second Friday, and will receive a pay stub at the work-site before the conclusion of the regular shift whenever possible. Not more than six (6) days pay may be held back.
- 6.02 The classifications and associated hourly rates of pay shall be as follows:

Position Classification	April 1/04	April 1/05	April 1/06
Trade Level II (ticketed trades)	\$21.53	\$22.07	\$22.68
Trade Level I (Non-ticketed Trades)	\$21.01	\$21.54	\$22.13
Production Worker Level III	\$17.94	\$18.39	\$18.90
Production Worker Level II	\$17.43	\$17.87	\$18.36
Production Worker Level I	\$16.40	\$16.81	\$17.27
Labourer	\$15.38	\$15.76	\$16.19
Labourer Probationary Status	\$13.84	\$14.19	\$14.58

Employees designated "Lead Hand" by the Employer shall be paid a Lead Hand premium of ten percent (10%) of their basic rate of pay.

**Article No. 7: Hours of Work**

- 7.01 The daily start time for all employees shall be determined by the Company in accordance with its business requirements. The Company will provide as much advance notice as possible of changes to employee's start times when changes are required.

7.02 Employees shall be paid at the rate of one and one-half (1½) times his/her basic rate of pay for all hours worked in excess of eight (8) straight time hours in a day, and/or forty (40) straight time hours in a week, Monday to Sunday.

The Company will make every attempt to schedule a standard work week of Monday to Friday.

7.03 Employees shall be paid at the rate of two times (2X) his/her basic rate of pay for all hours worked on Sundays and Statutory Holidays.

7.04 For the purposes of calculating overtime eligibility, hours paid for Statutory Holidays shall be included as hours worked.

7.05 Where an employee is required to work twelve (12) consecutive hours or more in a day, the employee shall be supplied with a hot meal and sufficient time to consume said meal.

7.06 All employees shall be entitled to a fifteen (15) minute break during both the first half and second half of any shift, plus a thirty (30) minute unpaid meal break at the midway point of the shift.

7.07 When it is necessary to schedule an "Afternoon" and/or "Night" shift, such shifts shall be scheduled on the following basis:

- a) Shift work schedules shall be posted at least forty-eight (48) hours prior to the implementation of the schedule;
- b) Shift work shall only be considered as such if a minimum of three (3) consecutive shifts are scheduled:
- c) For the purposes of this Article, "Day Shift" shall be defined as any shift commencing between 0500 hours and 0930 hours, "Afternoon Shift" shall be defined as any shift commencing between 0931 hours and 1800 hours, and "Night Shift" shall be defined as any shift commencing between 1801 hours and 0459 hours.
- d) A shift premium of seventy-five cents (\$0.75) per hour shall be paid for all hours worked on an "Afternoon Shift", and a shift premium of one dollar (\$1.00) per hour shall be paid for all hours worked on a "Night Shift".

#### **Article No. 8: Vacation Pay**

8.01 Employees with less than one year of service shall be paid vacation pay based on four percent (4%) of gross earnings.

8.02 An employee who has established one (1) year's seniority in the calendar year shall be entitled to two (2) weeks vacation, or four percent (4%) of gross earnings.

8.03 Employees who have completed five (5) or more years' service shall be entitled to three (3) weeks vacation, or six percent (6%) of gross earnings. An employee must work in excess of 1300 regular hours in a year to count towards service for this clause.

- 8.04 Employees who have completed thirteen (13) or more years' service shall be entitled to four (4) weeks vacation, or eight percent (8%) of gross earnings. An employee must work in excess of 1040 regular hours in a year to count towards service for this clause.
- 8.05 Accrued vacation pay shall be paid out as a separate deposit on request but not more than twice per year.
- 8.06 Vacation schedules will be determined at the Company's discretion, but preference of vacation time shall be governed by employee seniority.

**Article No. 9: Statutory Holidays**

9.01 The following eleven (11) days shall be recognized as Statutory Holidays:

New Year's Day	Labour Day	Good Friday
Thanksgiving Day	Victoria Day	Remembrance Day
Civic Day	Christmas Day	Canada Day
Boxing Day	Family Day	

9.02 All active employees who have completed thirty (30) days of employment shall be paid eight (8) hours pay for each of the Statutory Holidays recognized in Article 9.01.

9.03 Notwithstanding Article 9.02, an employee who is absent for duty due to illness without the Company's authorization, on his/her scheduled work day before or after the Statutory Holiday, shall not be paid for the Holiday. An employee who is scheduled to work on the Statutory Holiday and is absent without Company authorization shall not be paid for the Statutory Holiday.

9.04 In the event any of the Statutory Holidays recognized in Article 9.01 fall during an employee's annual vacation, he/she shall be given a day-off in lieu, to be taken either at the start or completion of his/her vacation period.

9.05 If an employee is absent from work due to illness or injury and is eligible for any form of benefits, he/she shall not be entitled to receive payment for the Statutory Holiday.

9.06 If an employee has been laid off, and is recalled to work, and he/she works ten (10) days in the thirty (30) calendar day period prior to one (1) of the recognized Statutory Holidays in this Agreement, or ten (10) days in the thirty (30) calendar day period following such Statutory Holiday, he/she shall be entitled to that Statutory Holiday with pay.

9.07 Where a Statutory Holiday(s) recognized in Article 9.01 falls on a Saturday and/or a Sunday, it shall be observed on the following work day(s) as applicable. No work shall be performed on Labour Day, except where safety to life and property make it necessary.

The day on which Statutory Holidays are observed may be moved to any other day than the recognized holiday, provided the majority of employees, and the Company, mutually agree to such change.

9.08 In the event the Province of Alberta rescinds Family Day as a Statutory Holiday, then Family Day will be deleted from the list of Statutory Holidays recognized in Article 9.01. In the event the Province of Alberta or Federal Government add an additional Statutory Holiday to the applicable legislation, then that day shall be recognized in Article 9.01



- 9.09 For the purpose of calculating overtime eligibility, hour paid for Statutory Holidays shall be included as hours worked.

#### **Article No. 10: Shop Stewards**

- 10.01 The employees may elect or the Union may appoint one (1) Shop Steward who shall perform such functions as the Union may assign him/her, provided the duties of the Shop Steward shall not conflict with their regular employment and duties with the Company. An alternate Shop Steward may be elected or appointed to act in the Shop Steward's absence.
- 10.02 The Union shall notify the Company in writing of the names of the Shop Steward and his/her alternate. The Company shall only recognize the Shop Steward or alternate named. Shop Stewards will suffer no loss of pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.
- 10.03 Upon request to the Operations Manager, the Union may be granted access to the worksite and such approval shall not be unreasonably withheld. Under no circumstances shall the Union interfere with any employee or group of employees during working hours, without the consent of the Operations Manager or his/her designate.

#### **Article No. 11: Grievance Procedure**

- 11.01 All questions, disputes, and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided in this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1: Any grievance of an employee shall first be taken up between such employee and the immediate supervisor. The time limit to institute a grievance shall be ten (10) calendar days for terminations or layoffs, and fourteen (14) calendar days from the date that the employee should have become reasonably aware of any other issue(s).

Step 2: Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union or Shop Steward, and the immediate supervisor.

Step 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative authorized by the President of the Company.

Step 4: Failing settlement under Step 3, the matter will be taken up in presentation to a Board, consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by the President of the Company.

Step 5: Failing settlement under Step 4, the matter will be referred to an agreed-upon neutral arbitrator who will meet with the Board to hear both sides of the case. The arbitrator's decision shall be final and binding upon the Parties. Failing to agree upon a neutral arbitrator, the Department of Labour will be requested to appoint a neutral arbitrator, whose decision shall be final and binding upon the Parties. The cost of the arbitrator will be borne equally by the Union and the Company.

Should an employee be successful with an unjust termination grievance, he/she shall be reinstated and reimbursed for all time lost. The monies paid to the employee for lost time shall be the average wage earned by the employee who is directly above him/her on the seniority list, and the employee who is directly below him/her on the seniority list.

- 11.02 If the Company wishes to submit a grievance, it will do so in writing directed to the Union. Notice of the grievance shall be mailed to the Union within ten (10) days of the occurrence of the event, or ten (10) days from when the Company should have become reasonably aware of the event, upon which the grievance is based.

The notice of grievance shall state the specific nature of the issue giving rise to the grievance, the section(s) of this Agreement claimed to have been violated, and the relief sought. The Secretary-Treasurer of the Union shall meet with the Company within five (5) days of receipt of the notice. If no satisfactory resolution is achieved, then the grievance may be referred as provided in Article 11.01.

**Article No. 12: No Strike or Lockout**

- 12.01 There shall be no strike or lockout during the term of this Collective Agreement.
- 12.02 The Union agrees that it will not cause, authorize or sanction employees to cause or take part in any sit-down, stay-in or slow-down or any strike or stoppage of work at the Company's operations or any work or delivery site during the term of this Agreement. Any of the foregoing actions by the Union or employees shall be considered an illegal strike for which employees may be disciplined up to and including dismissal.
- 12.03 It shall not be a violation of this Agreement or cause for discharge of any employee to refuse to cross a legal picket line in the performance of his/her duties.
- 12.04 The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.

**Article No. 13: General**

- 13.01 The Company shall not require an employee to operate any equipment that is deemed unsafe. This clause will not affect the immunities of the Company under the Workers Compensation Act.
- 13.02 The Company may require any employee to undergo a physical examination at the expense of the Company, and employees shall comply promptly with any request to take such examination. The Company shall compensate the employee for time lost if the examination takes place during working hours. Compensation for lost time shall not exceed eight (8) hours per day, at the employee's regular straight time rate of pay.

Any employee who is suspended from his/her regular duties, or discharged, for medical reasons, may employ at his/her option and at his/her expense, a qualified medical examiner of his/her own choice for the purpose of obtaining a second medical opinion.

In the event that the two medical opinions are materially different, the Company and the employee shall have their respective medical examiners confer and arrange for a further examination by a mutually acceptable medical specialist.

The diagnosis and recommendation of the medical specialist with respect to the employee's ability to carry out his/her regular duties shall be final and binding on the Company and the employee.

Any unsatisfied claims for loss of wages due to alleged unwarranted medical suspension, or medical discharge, shall be resolved through the grievance procedure as per Article 11.

13.03 In the event the Company instructs an employee to travel to a project or job that is situated beyond the corporate limits of the town in his/her own vehicle, the Company will pay a travel allowance in the amount of thirty-five cents (35¢) per kilometer for each kilometer traveled beyond the town limits. The Company will pay all approved expenses for room and board, to all employees instructed to work on away-from-home projects. Reimbursement will require the presentation of receipts by the employee.

a) Once per calendar year, with proof of receipt, the Company will reimburse regular employees who purchase safety boots, to a maximum of one hundred dollars (\$100.00).

Effective April 1, 2005, the maximum shall be increased to one hundred and ten dollars (\$110.00)

Effective April 1, 2006 the maximum shall be increased to one hundred and twenty dollars (\$120.00)

b) In addition, the Company will supply each employee with three (3) sets of coveralls per year, and insulated coveralls, gloves and safety equipment as required. The Company will maintain all such items supplied to employees.

#### **Article No. 14: Bereavement Leave and Jury Duty**

14.01 Employees who have completed six (6) months of service with the Company will be entitled to up to three (3) consecutive regularly scheduled days paid bereavement leave in the event of the death of an immediate family member provided that such leave is taken within a seven (7) consecutive day period, commencing from the date of death. The paid bereavement shall only include time lost from his/her regular schedule to a maximum of eight (8) hours per day.

14.02 For the purposes of this Article, immediate family shall be defined as the employee's spouse, mother, father, children (including common-law and step-children), sisters, brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfathers, grandmothers, and grandchildren.

14.03 Any employee with seniority who is required to perform jury duty, or is subpoenaed to appear as a witness in court, during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for jury duty or witness fee, and his/her regular straight time hourly rate of pay for his/her regular scheduled hours of work.

14.04 It is understood that such reimbursements shall not be for hours in excess of eight (8) hours per day, or forty (40) hours per week, less pay received for jury duty or witness fee, whichever applies.

- 14.05 The employee shall be required to furnish proof of jury service or witness attendance, and jury duty pay or witness fee received. Any employee on jury duty or called as a witness, shall, subject to this provision, make himself/herself available for work before or after being required for such duty provided the employee can work a minimum half-shift.

**Article 15: Health Benefits**

- 15.01 Where an employee with seniority is covered by provincial healthcare, the Company and the employee shall each pay fifty percent (50%) of the premium cost for Alberta Provincial Healthcare.
- 15.02 The Company shall provide a benefits plan to employees and eligible dependents coming under the jurisdiction of this Agreement. The cost of the benefits plan will be paid by the Company. All employees, other than probationary employees, who work seven (7) days or more in a calendar month, shall be covered in the next month for the welfare benefits outlined herein.

For all new employees, the health benefit coverage shall be in effect from the first day of the month following completion of the probationary period, provided the employee has worked the required seven (7) days in the preceding month.

- 15.03 The benefits plan will include:

Insurance Type	Coverage Amount
Life Insurance	\$50,000
AD&D	\$20,000
Weekly Indemnity 7-7-26 weeks	\$400 (coverage only until lay-off date)
Extended Health Benefits	80/20
Dental -- Maximum per person per calendar year	\$1,000
Diagnostics, Preventative Extractions, Restorative, Endodontics, Periodontics Services	80%
Dentures, Crowns, Bridges, Prosthodontics Services	50%

In the event an employee dies, dependent coverage (Extended Health and Dental) will continue for a period of six (6) months.

Effective September 1, 2004 Type 4 Paramedical Coverage shall be increased to thirty dollars (\$30.00) per visit with a maximum annual benefit of four hundred dollars (\$400.00) per person per year.

Effective September 1, 2004 the Dental maximum of modules AB at one thousand dollars (\$1,000.00) and module C at one thousand dollars (\$1,000.00) will be increased to three thousand dollars (\$3,000.00) combined, per person per year.

- 15.04 When an employee is absent due to illness or in receipt of compensation, the Company shall continue to pay both his/her Alberta Healthcare and Extended Health Benefits premiums, so that the employee shall be protected. The employee shall provide the Company with his/her share of the cost of the Alberta Healthcare Premiums. In the event the employee is in arrears of his/her portion, then:

- a) the employee shall reimburse the Company and at no time be allowed to be more than three (3) months in arrears and;
- b) when the employee returns to work or leaves the Company's employ, the Company shall deduct any amount the employee is in arrears from his/her current or future earnings.

The period of this coverage shall not exceed twelve (12) months, unless mutually agreed by the parties.

**Article No. 16: Pension Savings Plan**

16.01 The Company shall make available to all employees, who have seniority, a pension savings plan. Employee contributions will be matched by the Company up to a maximum of fifty cents (\$0.50) per hour for all hours worked.



Effective April 1, 2006 pension contributions will increase to a maximum of fifty-five cents (\$0.55) per hour for all hours worked.

**Article No. 17: Interpretation and Extent**


17.01 In the event that any word, phrase, sentence, or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence or Article shall be affected and this Collective Agreement shall be otherwise unaffected and shall continue in full force and effect.

SIGNED THIS 19<sup>th</sup> DAY OF July 2004

FOR THE COMPANY:  
Lafarge Construction Materials

  
\_\_\_\_\_  
Peter Yurkiw, General Manager  
  
\_\_\_\_\_  
Director of Employee Relations

FOR THE UNION:  
General Teamsters Local Union No. 362

  
\_\_\_\_\_  
Richard Eichel, President

LETTER OF UNDERSTANDING #1

**Between** CALGARY PRECAST OPERATION  
LAFARGE CONSTRUCTION MATERIALS

**And:** GENERAL TEAMSTERS, LOCAL UNION NO. 362

**Re:** Union-Industry Advancement Fund

The Parties agree that the Teamsters Union-Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.

The Parties agree that the Union has informed the Company that the employees have agreed to have the Company make the following deduction from each employee's pay, and the Company agrees that it will deduct five cents (\$0.05) per straight time hour worked from all employees' wages, and will remit the amount monthly to the Local Union as employee contributions to the Union Industry Advancement Fund.


The Parties agree that payment of said funds shall be made to the Teamsters Local Union- Industry Advancement Fund by the fifteenth (15<sup>th</sup>) of the month following that to which they refer.

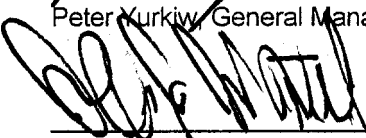
This payment will be independent and separate from any other payment made to the Local Union.


SIGNED THIS 19 DAY OF July 2004

FOR THE COMPANY:  
Lafarge Construction Materials

FOR THE UNION:  
General Teamsters Local Union No. 362

  
\_\_\_\_\_  
Peter Yurkiw, General Manager

  
\_\_\_\_\_  
Director of Employee Relations

  
\_\_\_\_\_  
Richard Eichel, President

## LETTER OF UNDERSTANDING #2

**Between**        **CALGARY PRECAST OPERATION  
LAFARGE CONSTRUCTION MATERIALS**

**And:**            **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

**Re:**             **Accident Prevention & Safety Responsibility**

Given the importance that the Company places on employee safety and accident prevention; and

Whereas it is the intention of the Company, in co-operation with its employees and their authorized representatives, to ensure that a safe workplace exists for all employees and that all reasonable steps are taken to prevent accidents, the Parties agree to the following responsibility provisions:

1.        **Company Responsibilities-**
  - ▶        The Company shall supply and maintain safe equipment, ensure that workplaces are free of safety hazards, and comply with all applicable safety legislation and regulations.
  - ▶        The Company shall ensure that employees are properly equipped and trained to perform their assigned duties in a safe and hazard free manner.
  - ▶        The Company shall establish and promote a Safety and accident Prevention Policy that clearly outlines the expectations of all stakeholders.
  - ▶        The Company shall establish and support a Joint Safety Committee whose prime objective shall be the safety of employees and the prevention of accidents at the workplace.
  - ▶        The Company shall not require or force an employee to work in violation of applicable safety legislation or regulations.
  - ▶        The Company understands that any actions on its part that violate applicable safety legislation and regulations will result in penalties under the law.
  
2.        **Employee Responsibilities**
  - ▶        Employees shall observe all safety legislation, regulations and Company policies in the performance of their assigned duties at all times.
  - ▶        Employees shall report any unsafe or hazardous conditions to the Company as soon as they become aware of the situation.
  - ▶        Employees shall participate in all Company-sponsored safety training initiatives and advise the Company of any concerns they may have about a lack of knowledge or expertise in the performance of assigned duties that could result in an unsafe workplace.

- ▶ Employees understand that they shall not be disciplined for an accident, however if it is proven that an employee acted in a careless or negligent manner, or violated applicable safety legislation, regulations or Company policies or practices, then such action may be considered as just cause for disciplinary action up to and including dismissal.

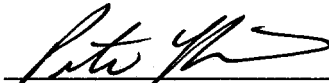
3 Union Responsibilities

- ▶ The Union shall promote and observe all safety legislation, regulations, and Company policies.
- ▶ The Union shall ensure to the best of its ability, that referred members are trained in standard safety policies and procedures.
- ▶ The Union shall ensure that employee representatives participate in the Joint Safety Committee initiatives of the Company.
- ▶ The Union shall support and promote safety training initiatives developed and implemented by the Company, and ensure to the best of its ability that knowledge of industry best practices is shared with the Company and its employees.

SIGNED THIS 19 DAY OF July 2004

FOR THE COMPANY:  
Lafarge Construction Materials

FOR THE UNION:  
General Teamsters Local Union No. 362

  
\_\_\_\_\_  
Peter Yurkiw, General Manager

  
\_\_\_\_\_  
Richard Eichel, President

  
\_\_\_\_\_  
Director of Employee Relations

16