

# COLLECTIVE AGREEMENT

By and Between:

RECEIVED  
R. G. G. G.

**INLAND AGGREGATES LIMITED**

Calgary Alberta

(Certificate #229-97)

(hereinafter referred to as the Employer)

and

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 955**

(hereinafter referred to as the Union)

Effective April 1, 2007 to March 31, 2009

---

13856 (01)

# Table of Contents

---

ARTICLE	PAGE
ARTICLE 1:00 - OBJECT.....	1
ARTICLE 2:00 - BARGAINING AGENCY.....	1
ARTICLE 3:00 - WAGES.....	1
ARTICLE 4:00 - HOURS OF WORK AND OVERTIME.....	2
ARTICLE 5:00 - GENERAL HOLIDAYS.....	4
ARTICLE 6:00 - UNION RIGHTS.....	5
ARTICLE 7:00 - MANAGEMENT RIGHTS.....	6
ARTICLE 8:00 GRIEVANCE PROCEDURE.....	6
ARTICLE 9:00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT.....	7
ARTICLE 10:00 - WORKING CONDITIONS.....	8
ARTICLE 11: 00 - WAGE RATES AND CLASSIFICATIONS.....	9
ARTICLE 12:00 - SPECIAL PROVISIONS.....	10
ARTICLE 13:00 - SENIORITY.....	11
ARTICLE 14:00 - ANNUAL VACATIONS.....	13
ARTICLE 15.00 - HEALTH & WELFARE AND MONEY PURCHASE PLAN.....	13
ARTICLE 16:00 - EFFECTIVE DATE AND DURATION OF AGREEMENT.....	14
ARTICLE 17:00 - GENERAL.....	15
#1 - LETTER OF UNDERSTANDING: SENIORITY.....	16
#2 - LETTER OF UNDERSTANDING: WORK BOOTS.....	17
#3 - LETTER OF UNDERSTANDING: REVISED HOURS OF WORK.....	18
#4 - LETTER OF UNDERSTANDING: WAGE RATES AND CLASSIFICATIONS.....	19
#5 - LETTER OF UNDERSTANDING: CANADIAN CONSTRUCTION MODEL: DRUG AND CONTROLLED SUBSTANCE TESTING.....	20

# **COLLECTIVE AGREEMENT**

**By and Between:**

**INLAND AGGREGATES LIMITED**

**Calgary Alberta**

**(Certificate #229-97)**

**(hereinafter referred to as the Employer)**

**and**

**INTERNATIONAL UNION OF OPERATING**

**ENGINEERS, LOCAL UNION NO. 955**

**(hereinafter referred to as the Union)**

WITNESSETH that the parties hereto agree as follows:

## **ARTICLE 1:00 - OBJECT**

1:01 It is the intent and object of this Agreement that the Employer and the Union cooperate to obtain efficient and unrestricted operation of the industry; to promote peaceful and harmonious relations between the Employer and its employees; to provide for the amicable settlement of all disputes and grievances and to establish rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

## **ARTICLE 2:00 - BARGAINING AGENCY**

2:01 The Union is recognized by the Employer as the sole bargaining agent for its employees within the classifications hereinafter set forth or from time to time added hereto, it being intended that the Union represents all employees of the Employer within the jurisdiction of the International Union of Operating Engineers, Local 955. The Employer shall not hereafter be obligated to deal with employees, either individually or in groups, as to matters within the purview of this Agreement, but shall deal only with the duly authorized representative of the Union.

## **ARTICLE 3:00 - WAGES**

3:01 The minimum wage rates for classifications covered by this Agreement as listed in Article 11:00 shall become effective as of April 1, 2007.

3:02 The Employer shall, at least every second week, pay by direct deposit, to each employee covered by this Agreement, all wages earned by the employee to a day not more than seven (7) days prior to the date of payment.

When payday falls on a Holiday, wages will be paid on the last working day prior to the said Holiday.

3:03 Employees shall be paid wages in full at time of discharge or when they quit or are laid-off, arrangements may be made whereby a cheque and record of employment will be mailed not later than the second working day. Pay calculation and deduction slips shall be supplied with each regular pay.

3:04 Should new classifications normally within the jurisdiction of the Union be introduced by the Company during the term of this Agreement, the Employer and the Union shall, within fifteen (15) days notice of either party upon the other, commence negotiations the sole purpose of which shall be to establish such classifications and the wage rates applicable thereto. In the event that such negotiations do not result in agreement upon such classifications and wage rates within four (4) consecutive meetings scheduled as agreed upon between the parties, the matter shall be resolved by an Arbitration Board as provided in Article 8:00 Grievance Procedure. The classification and wage rates established shall become effective on the date upon which notice is given to commence negotiations.

#### **ARTICLE 4:00 - HOURS OF WORK AND OVERTIME**

4:01 The hours of work for employees shall be daily, maximum Monday to Friday inclusive, eight (8) hours per day.

**Overtime:** All hours worked in excess of the daily maximum will be overtime and paid for as follows:

- (a) All hours worked in excess of the daily maximum will be overtime and paid for at one and one-half times ( $1\frac{1}{2}$  x) the regular rate of pay.
- (b) If an employee works forty (**40**) hours at straight time during the period of Monday to Friday, any hours worked on Saturday will be paid at time and one-half ( $1\frac{1}{2}$  x).
- (c) If an employee works less than forty (40) hours per week at straight time due to conditions set out by the company or approved time off, the employee will be paid at one and one-half times ( $1\frac{1}{2}$  x) the hourly rate of pay for all hours worked on a Saturday. Approved time off will not include time off for personal business.

**Note:** Saturday work will be on a voluntary basis from the top of the seniority list down and mandatory from the bottom up. The Company shall make every effort to provide seventy-two (72) hours notice for any work on weekends, including long weekends.

For those employees working on scheduled, rotating shifts, all hours worked on their scheduled days off shall be paid for at one and one half times (1½ x) the employee's regular rate of pay. General Holidays and Sundays shall be paid for at two times (2x) the employee's regular rate of pay.

The hours of work for the Mobile Equipment Department employees shall be posted and remain in effect for a minimum of five (5) working days. All hours worked outside these hours shall be paid at the applicable overtime rates.

- (d) If an employee works less than forty (40) straight time hours Monday to Friday, for other reasons than identified in paragraph (c), he will be paid at straight time rate for hours worked on Saturday (to a maximum of four (4) hours until he has worked forty (40) straight time hours in that week).

4:02 Any hours worked in excess of twelve (12) consecutive hours in one (1) shift shall be solely on a voluntary basis.

4:03 Shift work is defined as a continuous operation outside of regular working hours and shall be worked for a minimum of three (3) consecutive working days. The first shift shall be the day shift and shall commence between the hours of 7 a.m. and 3 p.m. The second shift shall be the afternoon shift and shall commence between the hours of 3 p.m. and 11 p.m. The third shift shall be the midnight shift and shall commence between the hours of 11 p.m. and 7 a.m. No Monday shift shall commence before 11 p.m. Sunday at the Gravel Quarry.

For non-continuous operations, any shift starting after 11 a.m. shall be defined as a second shift.

Effective April 1, 2006, employees will be paid a shift differential of sixty-five cents (\$.65) per hour for all hours worked on the second or third shift. Such premium would not be included in the calculation of overtime rates.

Effective April 1, 2007, employees will be paid a shift differential one dollar (\$1.00) per hour for all hours worked on the second or third shift. Such premium would not be included in the calculation of overtime rates.

Effective April 1, 2008, employees will be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked on the second or third shift. Such premium would not be included in the calculation of overtime rates.

- 4:04 An employee shall continue to receive the overtime rate provided after each shift until a break of eight (8) consecutive hours occurs. No employee shall work more than one straight time shift in each consecutive twenty-four (24) hour period.
- 4:05 **Call back pay** - Employees called out for work after their regular hours of work shall receive a minimum of four (4) hours pay at the applicable overtime rates.

## **ARTICLE 5:00 - GENERAL HOLIDAYS**

5:01 The following eleven (11) days shall be recognized as General Holidays:

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

and any day declared as a Statutory Holiday by the Federal or Provincial Governments.

5:02 Statutory Holiday pay shall be paid on the basis of Alberta Employment Standards and shall be calculated on the average daily wage for each of the named General Holidays provided:

1. An employee has worked the last scheduled working day before and first scheduled working day after such Holiday, unless excused by the proper Employer Representative.
2. The new employee has completed thirty (30) days of work as required under Alberta Employment Standards Act.

5:03 When one of these Holidays falls on a Saturday or Sunday, the previous or following regular working day(s) shall be observed as the Holiday(s).

Should Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, the Monday and/or Tuesday following shall be observed as the Holiday(s).

When one of these Holidays falls on a regular workday, it shall normally be observed on that day. Notwithstanding these provisions, the Employer may move the day of observance for any Statutory Holiday to any other day than the recognized holiday for operational reasons, provided the Employer notifies all employees of the bargaining unit a minimum of twenty-one (21) days in advance by posting notice of such change.

## ARTICLE 6:00 - UNION RIGHTS

6:01 The Employer agrees to hire only members in good standing of Local 955 who are in possession of a referral slip from the Union. When workers are required, the Employer shall call the Union for workers. If the Union is unable to supply qualified persons within twenty-four (24) hours, exclusive of Saturdays, Sundays and Holidays, the Employer may hire wherever possible, provided persons so hired become members of the Union within ninety (90) days of commencement of employment.

The Employer may employ students during the summer months, (a four (4) month period) whereby the Union may extend the membership requirements for an additional thirty (30) days.

The Employer will notify the Union of all employees hired who are not in possession of a dispatch slip from the Union. In accordance with the provisions of the *Labour Relations Code*, the Employer shall forward the names and social insurance numbers of such employees to the Union once per month.

6:02 All employees who are members in good standing of the Union and all employees who become members during the life of this Agreement, shall, as a condition of employment, maintain their membership in good standing for the duration of this Agreement.

6:03 The Employer shall, on the first pay period of each month, deduct from each employee covered by this Agreement, who has been employed for five (5) days and/or forty (40) hours, the regular union dues of the Union, and remit same together with a list of names of the employees from whom the deductions were made, to the Union not later than the fifteenth (15th) day of the month following that month the deductions were made.

6:04 Upon the Employer receiving a signed, written authorization from any employee to deduct fees in addition to 6:03, the Employer shall make such deductions in accordance with the authorization and shall remit same to the Union in the same manner outlined in 6:03.

6:05 Job Stewards shall be recognized on all jobs covered by this Agreement. The Union may appoint one of its members as Job Steward on each shift, one of whom would be named as Chief Steward for the project, provided that at the time of such appointment such Stewards shall be employees of the Employer and qualified employees in their classification. The Union will submit in writing to the Employer the names of the Stewards appointed.

6:06 The Union and its representatives shall not interfere with any employee or employees during working hours without the consent of the proper official of the Employer.

6:07 The Union shall have the right to post notices at designated places on the job. All such notices must be signed by the proper official of the Local Union and submitted to the management of the Employer for their approval.

## **ARTICLE 7:00 - MANAGEMENT RIGHTS**

7:01 The Union recognizes that the Employer retains the full right of Management at all times; that it is the judge of competency of its employees and has the right to promote, demote, or, for just cause, to discharge or otherwise discipline any employee; that it may determine the number of employees necessary for any function or operation and, in an emergency, may assign any employee to any work; that in case of reduction or replacement of staff, the Employer may select those employees who are in its estimation best qualified and that the Employer reserves the right to reject workers who may be supplied by the Union in the same manner as any other job applicant.

7:02 All new employees will be considered probationary employees for ninety (90) calendar days worked after hiring. During such probationary period employees may be discharged, disciplined, or laid-off without reference to the grievance procedure and the Employer has no obligation to re-hire such employees.

7:03 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 its employee's employment.

## **ARTICLE 8:00 GRIEVANCE PROCEDURE**

8:01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement which concerns the interpretation or application of the terms and provisions of this contract shall be considered a grievance.

8:02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

8:03 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

8:04 If the Union and the Employer cannot reach an adjustment upon request of either party, the grievance shall be submitted to a Board of Arbitration composed of three (3) members. The Employer and the Union shall each select one member



and the third member shall be selected by mutual agreement of the two **(2)** members first selected. The third member shall be impartial and possess knowledge of labour-management relations. The third member shall act as Chairman of the Board. If agreement cannot be reached within seven (7) days in respect to the appointment of the Chairman of the Board of Arbitration, the matter shall be referred to the Minister of Labour of the Province of Alberta who shall appoint a Chairman. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

- 8:05 The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitration Board shall be governed by the terms of this Agreement.
- 8:06 The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this contract. All grievances submitted shall present an arbitral issue under this contract and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this contract, or which involves the determination of a subject matter not covered by or arising during the term of this contract.
- 8:07 The findings and decision of the Board of Arbitration on all arbitral questions shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.
- 8:08 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.
- 8:09 The expense of the Chairman shall be borne equally by the parties to the Arbitration.

## **ARTICLE 9:00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT**

- 9:01 It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Occupational Health & Safety Act and any refusal on the part of employees to perform their duties or to continue to perform their duties in contravention of the Occupational Health & Safety Act shall not be deemed to be a violation of this Agreement. No employee may be terminated for an accident except in cases of carelessness or negligence. However, a violation of the Safety Regulations or unsafe working practices shall be considered as just cause for dismissal. The minutes of Safety meetings will be posted in all locations.

- 9:02 The Employer shall provide, free of charge, all necessary safety equipment as required by the Occupational Health & Safety Act, excepting such articles of personal clothing which are not returnable, such as hard hat liners, safety shoes, etc.
- 9:03 Where the Employer has determined that hearing protection is required to prevent or reduce the risk of hearing loss, employees shall be required to wear approved, personal hearing protection devices as a condition of continued employment. Personal hearing protection devices shall be supplied by the Employer at no cost to the employee.
- 9:04 There shall be an employee member on the Safety Committee.

## **ARTICLE 10:00 - WORKING CONDITIONS**

- 10:01 The Employer shall provide suitable sanitary facilities, and a heated lunchroom which shall not be used for storage of tools and equipment.
- 10:02 **All** employees covered by this Agreement will be permitted time on the first half and second half of a shift for a rest break on the job during working hours. Employees shall not exceed three (3) continuous hours of work without a rest break over any shift worked. An additional break will be permitted after every two **(2)** hours of work beyond the employee's scheduled quitting time.
- 10:03 Reasonable quantities of fresh, bottled drinking water in approved sanitary containers, and paper cups shall be provided and placed in convenient locations on all jobs. At sites where water **is** provided from other than a public water supply, the Company will test the water for potability once per year.
- 10:04 Employees instructed to report for duty shall be paid a minimum of four (4) hours if the employee commences work, or two **(2)** hours if the employee is unable to commence work, at the employee's regular rate of pay.
- 10:05 All time spent in moving machines and rubber tired equipment shall be considered as working hours and the appropriate rate paid.
- 10:06 Should the Employer schedule an employee to work eight (8) hours to twelve (12) hours in a shift, no meal will be supplied to the employee. In the event that an employee works beyond a scheduled ten (10) or twelve (12) hour shift, the employee will be provided with a meal to be consumed in the eleventh (11) or thirteenth (13) hour worked.

Should an employee be required to continue to work, then an additional hot meal shall be provided and consumed approximately every four (4) hours thereafter.

Effective the date of ratification (September 16, 2007) if the Employer is unable to provide a meal, the Employer shall pay the employee twelve dollars (\$12.00).

An unscheduled shift is defined as: if an employee has not been notified in person prior to the end of the previous days shift of the requirement to work beyond ten (10) hours in the next working day.

**ARTICLE 11: 00 - WAGE RATES AND CLASSIFICATIONS**

11:01

<b>Classifications</b>	<b>April 1, 2006</b>	<b>April 1, 2007</b>	<b>April 1, 2008</b>
<b>Group 1</b> Foreman	25.25	28.25	30.25
<b>Group 2</b> Shovel Operator	23.43	25.93	27.53
<b>Group 3</b> Front End Loader Operator/Plant Operator. Water Truck	22.41	24.81	26.81
<b>Group 4 - Plant Helpers</b>			
18 months experience or more	19.30	21.20	23.20
12 - 18 months experience	17.29	18.29	19.29
6 - 12 months experience	15.50	16.50	17.50
Less than 6 months experience	14.29	15.29	16.29
Certified Journeyman Welder	24.91	30.52	33.97

**Notes to Wage Rates and Classifications**

Wage increases provided in the first year of this agreement shall be implemented retroactive to April 1, 2007.

Training/Learner Operator Rate - employee being trained will be paid one (\$1.00) dollar per hour less than the regular rate of pay for a period of two (2) months (except Group 4).

Effective April 1<sup>st</sup>, 2000 a certified trades premium of one dollar (\$1.00) per hour to holders of Journeyman Welders Ticket issued by the Province of Alberta or holders of an Interprovincial welding standard (Red Seal) for all hours worked in the classification of Welder (1<sup>st</sup> Class Journeyman). Such premium would not be included in the calculation of overtime premiums.

Effective April 1<sup>st</sup>, 2001 this premium will increase to one dollar (\$1.00) per hour. Such premium would not be included in the calculation of overtime premiums.

**11:02 Lead Hands:** The Employer shall appoint a person as lead hand where required or when there is no foreman on the shift.

Effective April 1, 2007 the lead hand will be paid a premium of one dollar and fifty cents (\$1.50) per hour above the employee's normal rate of pay for all hours worked as a lead hand. Such premium will not be included in the calculation of overtime premiums.

If a lead hand from one shift is requested to remain on duty to assist on the next shift, the designated lead hand for the next shift will assume responsibility as required, and the lead hand from the previous shift will revert to the employee's normal rate of pay.

The Employer shall have the exclusive right to select and appoint lead hands. The Employer may change or rotate the designated lead hands from time to time in order to give a greater number of employees some supervisory experience.

11:03 When an employee works in a higher hourly classification, the employee shall be paid at the higher rate for actual hours worked. If the employee works more than four (4) hours at the higher classification the employee shall be paid at the higher rate for the entire shift.

## **ARTICLE 12:00 - SPECIAL PROVISIONS**

12:01 The Employer shall provide and maintain coveralls to those employees covered by this Agreement. Coveralls will be adequately marked to conform to safety standards. For new employees, after two (2) months, personal coveralls with their name displayed shall be assigned.

The Employer shall provide work gloves to employees engaged in plant maintenance jobs, at no cost to the employee.

12:02 Regular employees who have completed one (1) or more years of service with the Employer shall be entitled to compassionate leave as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence. If the employee attends the funeral, the employee shall be compensated for hours lost from the employee's regular schedule, Monday through Friday, on the day prior to the funeral, the day of the funeral, and the day after the funeral. Maximum compensation shall be eight (8) hours per day for three (3) days.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather and grandmother, brothers-in-law and sisters-in-law.

The Employer retains sole discretion in granting a compassionate leave of absence to an employee with less than one (1) year of service who has a death occur in the employee's immediate family as defined above.

**12:03** Any regular full time employee who is required to serve on a jury or appear as a witness in a court action arising from an incident which directly involves the Employer and the employee during the employee's regular work day, will be reimbursed by the Employer for the difference between the payment received for jury duty or witness fees and the employee's regular straight time hourly rate of pay for the employee's regular scheduled hours of work. Such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week, less payment received from jury duty or witness fees. The employee will be required to furnish proof of jury service or courtroom attendance and proof of any fees received. Any employee on jury duty or called as a witness shall make themselves available for work before or after being required for such duty, whenever applicable.

This clause will not apply to an employee who is on vacation, leave of absence, or who is receiving benefits under the Health & Welfare Program or Workers' Compensation.

**12:04 Travel Time:** In the event the Employer instructs an employee to travel to a project or job that is situated in excess of ten (10) kilometres beyond the corporate limits of Calgary, the Employer will pay a travel allowance, effective the date of ratification (September 16, 2007) of forty seven cents (47¢) cents per kilometer traveled from the closer of the Calgary corporate limits or the principal residence of the employee.

Travel time at the rate of one (1) minute per kilometre will be paid where employees travel to and from the jobsite outside normal working days.

The Employer will pay all reasonable expenses of employees instructed to work on projects away from home.

**12:05** If an employee suffers an injury while on duty which prevents the employee from completing the employee's shift and the injury requires medical care, the employee will be compensated for a full eight (8) hour shift on that day.

## **ARTICLE 13:00 - SENIORITY**

**13:01** Seniority shall be based on the length of continuous service an employee has been on the payroll, subject to Section 13:02 of this Article.

- 13:02 An employee shall lose all seniority rights and the employee's employment shall be terminated for any one or more of the following reasons:
1. Voluntary resignation.
  2. Discharge for cause.
  3. Failure to return to work when recalled.
  4.
    - (a) Layoffs of more than eight (8) months for employees with less than three (3) years seniority.
    - (b) Layoffs of more than twelve (12) months for employees with more than three (3) years seniority.
- 13:03 Ability, competency, efficiency and seniority will be the criteria used in determining layoffs, rehiring and filling vacant or new positions. The Union recognizes that the first three of these criteria will govern in the case of grievances. While the Company will endeavour to place senior individuals in other positions with the Company at time of layoff, seniority gained at one operation will not entitle the individual to bump into another operation.
- 13:04 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every fourth month of each year. Any errors shall be reported to the Shop Steward with a request for a correction of the list, otherwise the list as posted shall govern seniority.
- 13:05 Leave of absence for any other reasons than ill health will consist of a maximum of thirty (30) days. Any extension of leave of absence over thirty (30) days shall be in writing and agreed upon by the Union, the Employer and the employee concerned.
- 13:06 A vacation schedule shall be finalized by May 15th of each year.
- 13:07 The Employer will not send home a qualified senior employee with less than eight (8) hours work while a junior employee on the same shift and location continues to work, provided that a change over in equipment can reasonably be made.
- 13:08 The Employer recognizes that employees place a high priority on seniority and the Employer will diligently attempt to apply this concept to the daily call-out schedule, when this can reasonably be done.

## **ARTICLE 14:00 -ANNUAL VACATIONS**

Vacation pay shall be calculated as follows:

14:01 For all employees with less than four (4) years of service, two (2) weeks vacation.

14:02 For all employees with four (4) years or more service, three (3) weeks vacation.

14:03 For all employees with ten (10) years or more service, four (4) weeks vacation.

14:04 For all employees with twenty (20) years or more service, five (5) weeks vacation.

14:05 Vacation pay shall be calculated as follows:

Employees shall be paid four percent (4%) of their gross earnings when they are entitled to two (2) weeks vacation; six percent (6%) of their gross earnings when they are entitled to three (3) weeks vacation; eight percent (8%) of their gross earnings when they are entitled to four (4) weeks vacation; and ten percent (10%) of their gross earnings when they are entitled to five (5) weeks vacation.

14:06 Vacation pay earned for hours worked during a pay period will be paid to employees as part of their compensation for that pay period in accordance with Article 3:02.

14:07 The Employer may stagger vacations in order to maintain continuity and efficiency in its operation. Preference, however, shall be given to senior employees as to choice of Holiday time. Vacation schedules shall be posted at each operation.

14:08 For the purpose of determining a years service, any calendar year during which an employee works nine hundred (900) hours, shall be considered a year of service. Employees working less than nine hundred (900) hours in a calendar year and not qualifying for a year of service through carry over may carry over hours into the following year to meet their nine hundred (900) hour requirement.,

## **ARTICLE 15.00 - HEALTH &WELFARE AND MONEY PURCHASE PLAN**

15:01 Effective April 1, 2006, the Employer shall pay to the Operating Engineers Local 955 Health & Welfare Trust Fund one dollar and thirty cents (\$1.30) per hour for each hour worked by each employee. Health & Welfare Trust Fund payments will not be made for hours of travel time.

Effective April 1, 2007, the Employer shall pay to the Operating Engineers Local 955 Health & Welfare Trust Fund one dollar and thirty five cents (\$1.35) per hour

for each hour worked by each employee. Health & Welfare Trust Fund payments will not be made for hours of travel time.

Effective April 1, 2008, the Employer shall pay to the Operating Engineers Local 955 Health & Welfare Trust Fund one dollar and forty cents (\$1.40) per hour for each hour worked by each employee. Health & Welfare Trust Fund payments will not be made for hours of travel time.

The Employer shall, not later than the 10th day of each month, mail Health & Welfare Trust Fund contributions for the previous month to the office of the Trust Fund. Cheques are to be made payable to the Operating Engineers Local 955 Health and Welfare Trust Fund.

15:02 Effective April 1, 2006, the Employer will pay one dollar and eighty-five cents (\$1.85) per hour for each hour worked into a Money Purchase Plan on behalf of each employee.

Effective the date of ratification (September 16, 2007, the Employer will pay two dollars and fifty cents (\$2.50) per hour for each hour worked into a Money Purchase Plan on behalf of each employee.

Effective April 1, 2008, the Employer will pay three dollars (\$3.00) per hour for each hour worked into a Money Purchase Plan on behalf of each employee.

15.03 Pension eligibility for new employees will occur forty-five **(45)** calendar days from original date of hire.

## **ARTICLE 16:00 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

16:01 This Agreement shall be in full force and effect as of April 1, 2007 and continue in effect until March 31, 2009 and from year to year thereafter except as hereinafter provided.

16:02 Either party to this Agreement may, not less than sixty (60) days and not more than one hundred twenty (120) days immediately prior to the expiry date of this Agreement, request the other party to the Agreement to commence collective bargaining. Such notice shall be given by registered mail.

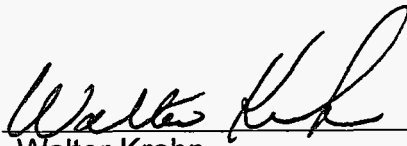


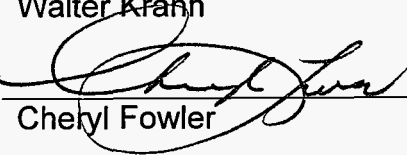
**ARTICLE 17:00 - GENERAL**

17:01 A copy of the Agreement shall be deposited with the Alberta Labour Relations Board for the Province of Alberta within one (1) month of the date of signing.

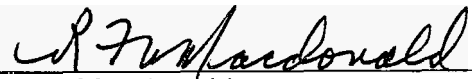
SIGNED this 14<sup>th</sup> day of January, <sup>2008</sup>~~2007~~ in the City of Calgary in the Province of Alberta

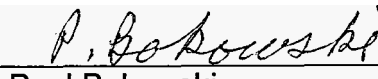
**ON BEHALF OF THE EMPLOYER  
INLAND AGGREGATES LIMITED**


  
\_\_\_\_\_  
Walter Krahn

  
\_\_\_\_\_  
Cheryl Fowler

**ON BEHALF OF THE UNION  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL  
UNION NO. 955**

  
\_\_\_\_\_  
Ron Macdonald

  
\_\_\_\_\_  
Paul Bokowski

  
\_\_\_\_\_  
Bruce Kiryluk

Union Negotiating Committee

Gary Vegelis  
Bruce Kosmack  
Brian Watmough

**#1 - LETTER OF UNDERSTANDING: SENIORITY**

**By and Between:**

**INLAND AGGREGATES LIMITED**  
**Calgary Alberta**  
**(Certificate #229-97)**  
**(hereinafter referred to as the Employer)**

**and**

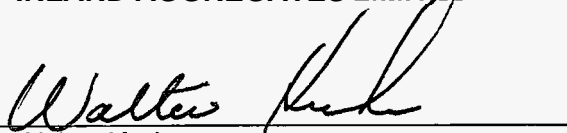

**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS, LOCAL UNION NO. 955**  
**(hereinafter referred to as the Union)**

**SENIORITY:**


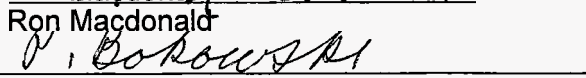
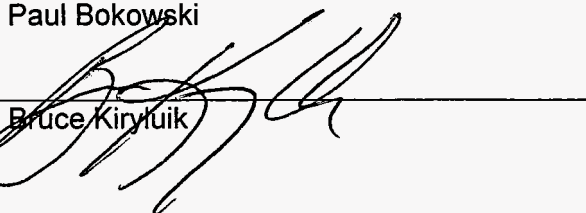
During negotiations to replace the Collective Agreement between Inland Aggregates Limited - Calgary and the International Union of Operating Engineers, Local Union No. 955, discussions were held regarding the application of Article 13:03 as it related to layoffs and recalls. During those discussions it was agreed that during periods of layoff and recall, that in differentiating among employees all of whom have demonstrated their ability to fully meet the Company's standards to perform the required work in terms of safety and competency, that seniority would govern.

SIGNED this 14<sup>th</sup> day of January, <sup>2008</sup> 2007 in the City of Calgary in the Province of Alberta.

**ON BEHALF OF THE EMPLOYER**  
**INLAND AGGREGATES LIMITED**

  
\_\_\_\_\_  
Walter Krahn  
  
\_\_\_\_\_  
Cheryl Fowler

**ON BEHALF OF THE UNION**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS LOCAL UNION**

**NO. 955**  
  
\_\_\_\_\_  
Ron Macdonald  
  
\_\_\_\_\_  
Paul Bokowski  
  
\_\_\_\_\_  
Bruce Kiryluk

**#2 - LETTER OF UNDERSTANDING: WORK BOOTS**

**By and Between:**

**INLAND AGGREGATES LIMITED  
Calgary Alberta  
(Certificate #229-97)  
(hereinafter referred to as the Employer)**

**and**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 955  
(hereinafter referred to as the Union)**

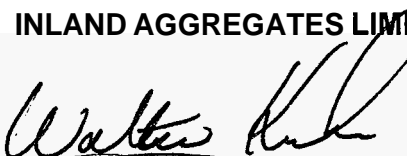

**WORK BOOTS:**

During negotiations to replace the Collective Agreement between Inland Aggregates Limited - Calgary and the International Union of Operating Engineers, Local Union No. 955, discussions were held regarding the provisions of boots to employees of the Aggregates Business Unit in Calgary.


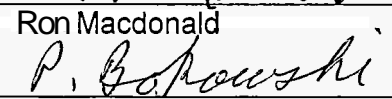

This letter confirms the understanding that, effective April 1, 2007, the Company will reimburse each active employee for the cost of one pair of approved safety boots, to a maximum of one hundred and twenty dollars (\$120.00) per calendar year. Payment will be made to each returning employee on the second regular payroll following their return to work. New employees must complete three (3) months of continuous employment in order to receive reimbursement. Payment will be made to new employees on the second payroll following three (3) months continuous employment.

SIGNED this 14<sup>th</sup> day of January, <sup>2008</sup>~~2007~~ in the City of Calgary in the Province of Alberta.

**ON BEHALF OF THE EMPLOYER  
INLAND AGGREGATES LIMITED**

  
\_\_\_\_\_  
Walter Krahn  
  
\_\_\_\_\_  
Cheryl Fowler

**ON BEHALF OF THE UNION  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL UNION  
NO. 955**

  
\_\_\_\_\_  
Ron Macdonald  
  
\_\_\_\_\_  
Paul Bokowski  
  
\_\_\_\_\_  
Bruce Kiryluk

**#3 - LETTER OF UNDERSTANDING: REVISED HOURS OF WORK**

**By and Between:**

**INLAND AGGREGATES LIMITED**  
Calgary, Alberta  
(Certificate #229-97)  
(hereinafter referred to as the Employer)

and

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 955**  
(hereinafter referred to as the Union)

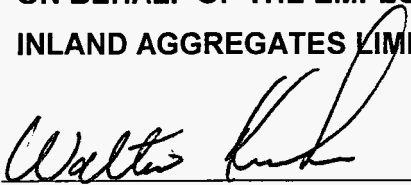
**REVISED HOURS OF WORK:**

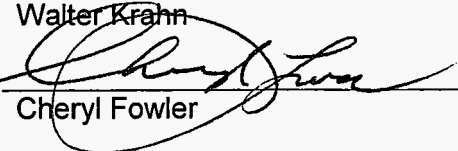
It is hereby agreed that for maintenance and repair work done during the "Non-Productive Seasons" during the term of this Collective Agreement, the hours of work laid out in Article 4:01 may be amended subject to the operational requirements of the business as follows:

The regular workweek shall be four (4) shifts of ten (10) hours each, Monday to Thursday, paid for at straight time rates. Hours in excess of ten (10) hours per day or hours worked on a fifth or subsequent shift shall be paid for at the applicable overtime rate. This provision shall revert to the original terms of Article 4:01 upon three (3) days notice. Foremen may be exempt from this provision.


SIGNED this 14<sup>th</sup> day of January 2008 in the City of Calgary in the Province of Alberta.

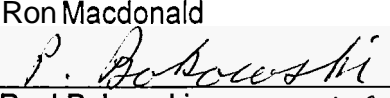
**ON BEHALF OF THE EMPLOYER**  
**INLAND AGGREGATES LIMITED**


  
\_\_\_\_\_  
Walter Krahn

  
\_\_\_\_\_  
Cheryl Fowler

**ON BEHALF OF THE UNION**  
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL UNION  
NO. 955**

  
\_\_\_\_\_  
Ron Macdonald

  
\_\_\_\_\_  
Paul Bokowski

  
\_\_\_\_\_  
Bruce Kiryluk

#4 • LETTER OF UNDERSTANDING:  
WAGE RATES AND CLASSIFICATIONS

By and Between:

INLAND AGGREGATES LIMITED  
Calgary, Alberta  
(Certificate #229-97)  
(hereinafter referred to as the Employer)

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION NO. 955  
(hereinafter referred to as the Union)


GROUP 5 - ROCK TRUCK OPERATOR

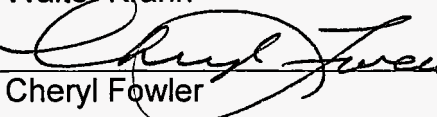
It is hereby agreed that effective April 1<sup>st</sup>, 2007 rock truck operators will receive twenty-six cents (\$0.26) per hour above the 18 month wage rate for the Plant Helper.

For any employees working in a higher classification, no wage adjustment will be made for a period of less than one (1) month.

SIGNED this 14<sup>th</sup> day of January, 2008 in the City of  
~~2007~~ in the Province of Alberta.


ON BEHALF OF THE EMPLOYER  
INLAND AGGREGATES LIMITED

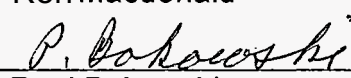
  
\_\_\_\_\_  
Walter Krahn

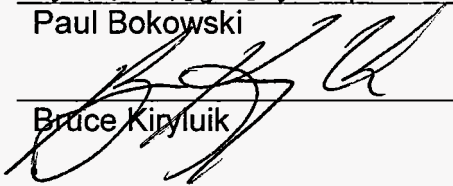
  
\_\_\_\_\_  
Cheryl Fowler

\_\_\_\_\_

ON BEHALF OF THE UNION  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL UNION NO. 955

  
\_\_\_\_\_  
Ron Macdonald

  
\_\_\_\_\_  
Paul Bokowski

  
\_\_\_\_\_  
Bruce Kiryluk

#5 - LETTER OF UNDERSTANDING:  
CANADIAN CONSTRUCTION MODEL:  
DRUG AND CONTROLLED SUBSTANCE TESTING

By and Between:

INLAND AGGREGATES LIMITED  
Calgary, Alberta  
(Certificate #229-97)  
(hereinafter referred to as the Employer)

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION NO. 955  
(hereinafter referred to as the Union)

Effective September 16, 2007, the Alberta Building Trades Council *Canadian Model for Providing a Safe Workplace Policy* (May 2001) will be adopted and applied by the Employer.

SIGNED this 14<sup>th</sup> day of January, <sup>2008</sup>~~2007~~ in the City of Calgary in the Province of Alberta.


ON BEHALF OF THE EMPLOYER  
INLAND AGGREGATES LIMITED

  
Walter Krahn

  
Cheryl Fowler

ON BEHALF OF THE UNION  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL UNION NO. 955

  
Ron Macdonald

  
Paul Bokowski

  
Bruce Kiryluk

