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THIS AGREEMENT entered into this 01ST day of May 2011 between:

DUNNVILLE ROCK PRODUCTS
(Hereinafter referred to as "The Company")

- and -

**CEMENT, LIME AND GYPSUM AND ALLIED WORKERS
DIVISION OF INTERNATIONAL BROTHERHOOD OF
BOILER MAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS**
(Hereinafter referred to as "The Union")

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work, and interference with the efficient operations of the Company's business.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agent for all employees of the Company at the Dunnville Quarry, R. R. #7, Dunnville, Ontario, save and except office staff. And for the purposes of this Agreement, the scaleperson is considered to be part of the office staff, as is the watchman, supervisors, managers, foreman, and persons above the rank of foreman.

2.02 The Company acknowledges that persons outside the bargaining unit will not be assigned to regularly scheduled work unless a bargaining unit worker refuses to work for reasons other than safety.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the quarry business and the direction of the working force are fixed exclusively in the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency; plan and control working operations; and scheduling of working hours;

- (b) hire; discharge; direct; classify; transfer; promote; demote; lay-off and suspend; or otherwise discipline employees for just cause;
- (c) establish; alter; and enforce rules and regulations to be observed by the employees;
- (d) manage and operate the quarry operations, in all respects in accordance with its obligations which with-out restricting the generality of the foregoing, includes but is not limited to:
 - (i) determining the nature and kind of business and location of premises, equipment and materials to be used, the control of materials and equipment and the methods and techniques of work;
 - (ii) determining the content of jobs, the allocation and scheduling of work, the number of employees to be employed, the extension, limitation, curtailment of, or cessation of operations or any part thereof;
 - (iii) introducing new and improved facilities, machinery, and methods to improve the efficiency of the operation of the Company.

ARTICLE 4 - STRIKES OR LOCKOUTS

4.01 In view of the orderly procedure established by this Agreement for the settling of disputes, and the handling of grievances, the Union agrees that during the lifetime of the Agreement, there will be no strikes, picketing, slowdown, or stoppage of work, either complete or partial, and to this end, the Union will take affirmative action to prevent an employee from engaging in such activity. The Company agrees that there will be no lockout, during the currency of this Agreement.

4.02 It shall not be a violation of this Agreement or a cause for discharge or discipline if any employee refuses to cross a picket line found on the Company's quarry property in Dunnville, which has been established in full compliance with the existing laws.

ARTICLE 5 - UNION SECURITY

- 5.01** (a) It is agreed that all Union members as of the signing of the Agreement shall maintain their Union membership in good standing for the duration of the contract as a condition of employment;
- (b) All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, become members within thirty (30) calendar days and maintain their Union membership in good standing for the duration of the Agreement as a condition of their employment;
- (c) All employees hired on and after the signing of this Agreement, shall, as a condition of employment, become Union members within thirty (30) calendar days of their employment, maintaining such membership in good standing for the duration of the Agreement;
- (d) The Company agrees to deduct from the first pay of each month due each employee,

the regularly monthly Union dues, the initiation fees, fines and other assessments authorized by the Union. Such amounts will be remitted to the Financial Secretary of the Union prior to the end of the month in which they were deducted along with a list of employees from whom they were deducted;

(e) The Union agrees to indemnify, defend and save the Company harmless against all claims or any other forms of liability which may arise in complying with the provisions of Section (d);

(f) It is expressly understood and agreed that any employee who is disciplined by the Union involving revocation of Union membership, will not be subject to automatic discharge by the Company.

ARTICLE 6 - UNION COMMITTEES AND STEWARDS

6.01 The Company recognizes the right of the Union to appoint or otherwise select from among those full-time employees, who have completed one year of employment, and who are covered by this Agreement, two (2) Stewards, whose responsibility shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.

6.02 The Company recognizes that the Union has the right to appoint or to otherwise select a negotiating committee consisting of two (2) Union representatives. All members of the committee shall be regular employees of the Company who have completed at least one year of employment with the Company.

6.03 The Union will forthwith after execution of this Agreement supply the Company with a list, in writing, of the Stewards appointed by the Union or its membership and employed by the Company, and the Company shall rely upon such lists and deal with the persons therein named until a further list in writing is from time to time supplied by the Union. The Company recognizes that the function of a Steward is to investigate grievances and to present grievances as provided for in this Agreement. The Union acknowledges and agrees that a Steward is employed to perform full-time work for the Company and that he shall not leave his work during working hours to perform his duties under the grievance procedure of this Agreement without first obtaining the permission of his supervisor, which permission will not be unreasonably withheld. Providing the Steward's absence does not unreasonably interfere with the efficient operation of the Company, the Steward shall not suffer any loss of pay during working hours for time necessarily spent while processing grievances, under the grievance procedure up to and including Step No. 3, but not arbitration.

6.04 The Company agrees that an employee on the Union negotiating committee shall not suffer any loss of wages while engaging in negotiations to effect a new collective agreement up to but not including the conciliation stage.

6.05 A Union employee will be elected by the worker employees to act as the Safety Representative for Dunnville Rock Products . Safety meetings will be held at least twice during the production season with all available employees attending. At least one Management representative will be present, and minutes will be recorded and displayed on the information board. These meetings will be initiated by the Union employees.

6.06 Any employee who believes his job presents a hazard to his safety or health, shall advise his supervisor and the joint safety committee who shall properly review the employee's allegations.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement, and shall be taken up the following manner:

Step No. 1: An employee having a grievance shall refer it to his immediate foreman, within three (3) working days of the grievance coming to his actual notice. At this stage, the employee will be accompanied by a Union Steward. The supervisor shall reply to the employee, giving the answer to the grievance within two (2) working days from the date of submission.

Step No. 2: If further action is then to be taken, the grievance shall be submitted, in writing, to the Plant Manager, or his designate within seventy-two (72) hours of receipt of the immediate foreman's reply, and the Plant Manager or his designate, shall have three (3) working days to study the matter and make his reply.

Step No. 3: Should the Plant Manager or his designate fail to render his decision, as is required in Step No. 2, or failing settlement of any grievance, the grievance can be referred to the Union who shall, within seventy-two (72) hours of receipt of the decision in Step No. 2 or the lack thereof, take the problem up with the Company at a meeting arranged mutually between the Union and the Company. At this meeting, a representative of the International Union or District Council may be present, a decision shall be rendered within three (3) working days of the date of meeting.

Step No. 4: At the conclusion of Step No. 3 and the time allotted therein, the grievance may be referred to arbitration if a satisfactory resolution thereof has not been made, by either the Company or the Union. If no written request for arbitration is received within ten (10) working days, after the expiry of time as set out in Step No. 3 of the grievance procedure, the grievance shall be deemed to have been abandoned, and the same grievance shall not be the subject matter of a further grievance.

- 7.02** Any of the time allowance made above, may be extended by the mutual agreement of the parties.
- 7.03** Saturdays, Sundays, and paid holidays, will not be counted in determining the time within which any action is to be taken or completed under each of the steps of the grievance procedure and under Article 8 of this Agreement.
- 7.04** It is mutually agreed that either the Company or the Union may bring forward at any time any grievance relating to the interpretation, administration, or alleged violation of his Agreement, and that such grievance shall be brought forward at Step No. 3.
- 7.05** All agreements reached under the grievance procedure between the representative of the Company and the representative of the Union, will be final and binding upon the Company and the Union and the employees.
- 7.06** No adjustment effected under the grievance procedure or arbitration shall be made retroactive beyond the date of the original grievance being filed, this paragraph shall not restrict any adjustment of clerical errors made in the computation of pay.
- 7.07** It is agreed that upon the mutual consent of the Company and the Union, a meeting may take place at any time prior to the commencement of the arbitration proceedings, for the purposes of settlement of the grievance.

ARTICLE 8 - DISCHARGE GRIEVANCE

- 8.01** In the event of an employee who has attained seniority, being discharged from employment, the case may be taken up as a grievance.
- 8.02** All such cases shall be taken up within three (3) days and disposed of within seven (7) days, (or such longer period as may be mutually agreed upon), of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment, shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager within three (3) days, after the employee ceases to work for the Company, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases.
- 8.03** Such special grievances may be settled by confirming the Company's action in dismissing the employee, or by reinstating the employee.

ARTICLE 9 - ARBITRATION

9.01 (a) When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the agreement, and shall contain the name of the nominee to the Board of Arbitration of the party requesting arbitration. The recipient of the notice shall within seven (7) days thereafter notify the other party in writing of the name of its nominee to the Board of Arbitration. The two (2) nominees shall endeavor to agree upon a third member and Chairman of the Board of Arbitration and it is understood that if the two (2) nominees fail to agree upon a chairman, the chairman shall be appointed by The Minister of Labour for the Province of Ontario.

(b) Either party may use the expedited arbitration plan run by the Ministry of Labour.

9.02 No person may be appointed as an arbitrator, who has been involved in an attempt to negotiate or settle the grievance.

9.03 The Arbitration Board shall not have jurisdiction to amend, modify, or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.04 No matter may be submitted to arbitration, which has not been properly carried through the grievance procedure, except that the parties may agree in writing to extend the time limits fixed in both the grievance and arbitration procedures.

9.05 The decision of the majority of the Arbitration Board, will be final and binding upon the parties hereto, and the employees. In the event there is no majority decision, the decision of the Chairman shall then be the decision of the Board of Arbitration.

9.06 Each of the parties hereto will bear the expense of the arbitrator, appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.

9.07 The Company and the Union may by written agreement, substitute a named umpire for the Board of Arbitration, provided for herein, and the umpire shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

ARTICLE 10 - SENIORITY

10.01 A newly-hired employee must successfully complete a probationary period of thirty (30) days worked or two hundred and seventy (270) hours worked (which would include days not worked but paid for by the Company, whichever is the longer). On completion of this probationary period, seniority shall be dated from the date of last hire.

10.02 The Company agrees to consider in making promotions, demotions, staff reductions, and in filling job vacancies and in re-hiring, the following conditions:

- (a) seniority;
- (b) job requirements;
- (c) the ability, experience, and physical suitability of the employees and/or applicants;
- (d) in the case of competing employees or applicants having comparable qualifications as set out in (b) and (c), (a) shall govern.

10.03 Any questions arising out of the application of paragraphs 10.01 and 10.02, may be the subject of a grievance, and dealt with under the grievance procedure, including the arbitration provisions. The function of the Union in dealing with complaints or grievances arising out of paragraphs 10.01 or 10.02, will generally consist of ascertaining that all the relevant facts and circumstances have been adequately considered by the Company.

ARTICLE 11 - SENIORITY LISTS

11.01 The Company shall supply to the Union by forwarding on to the Vice-President of the Local and the Chief Steward, a set of seniority lists by Department, semi-annually. Such lists will show the employees' names in order of seniority and their seniority starting dates. All up-to-date information, if any, interim seniority changes will be available to the Union Stewards at the Plant Manager's office during regular daytime working hours.

ARTICLE 12 - LOSS OF SENIORITY

12.01 Seniority status, once acquired, will be lost, and the employee will be deemed to be terminated for the following reasons:

- (a) voluntary resignation;
- (b) discharge for just cause;
- (c) lay-off in excess of twelve (12) months;
- (d) absence occasioned by illness exceeding twelve (12) months or such longer period as is mutually agreed to;
- (e) absence occasioned by accident for which a claim is made pursuant to the Workers' Compensation Legislation exceeding eighteen (18) months, or such longer period as is mutually agreed to;
- (e) failure to return to work within five (5) working days of receipt of a notice of recall which shall be in writing sent by registered mail addressed to the last known address;
- (g) absence from work without leave of absence being granted by the Company or without the Company being provided with a satisfactory explanation for an absence of two (2) working days or more.

ARTICLE 13 - PROMOTIONS AND DEMOTIONS

- 13.01** If an employee is promoted or re-classified other than on a temporary basis, to a higher-rated job group, he shall receive the starting rate for the job into which he is being promoted.
- 13.02** If an employee is temporarily promoted to a higher-rated job group, and provided that he works at least four (4) hours during the shift in that higher-rated job group, he shall receive the next highest rate for the higher-rated job group for all work performed in the higher-rated job group.
- 13.03** If an employee is temporarily demoted to a lower-rated job group, he shall receive not less than the rate he was receiving at the time of the temporary demotion.
- 13.04** If an employee is permanently transferred to a lower-rated classification, the employee shall receive the wage rate for such classification.

ARTICLE 14 - JOB POSTING

- 14.01** All job vacancies including new jobs, shall be posted for four (4) days (excluding Saturdays, Sundays, and statutory holidays) to allow employees to make application in writing for such jobs. A copy of the posting will be given to the Union. The Company agrees to post such vacancies within one (1) week of the posting being given to the Union. The Company agrees to post such vacancies within one (1) week of the occurrence but reserves the rights to fill such a vacancy up to a maximum period of ten (10) working days. If there are no qualified applicants for the posted vacancy and the Company is unable to fill same from the outside within the aforementioned ten (10) working days, the Company may extend the period for additional time in order to fill the vacancy and shall notify the Union of employees who wish to bid for the possible job openings upon request.
- 14.02** The Company agrees that in filling such job vacancies it will comply with Article 10.02.
- 14.03** When an employee has successfully bid for a job promotion, no further bid may be made for one (1) year period, unless specifically permitted by the Company.

ARTICLE 15 - BULLETIN BOARDS

- 15.01** The Company agrees to supply and make available to the Union one (1) bulletin board on its premises for the posting of seniority lists and Union notices. It is agreed that no notices will be posted on the bulletin board without prior approval of the Plant Manager and without being signed by an authorized representative of the Union.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Leave of absence, without pay, for legitimate personal reasons, may be granted by the Company upon written request.

ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

17.01 A leave of absence, without pay, and without loss of seniority may be granted upon delivery of one (1) week's written notice to the Company by an employee elected or appointed by the Union to represent the Union at Union functions, provided that such leave of absence shall not exceed a period of ten (10) days cumulative. It is understood that such leave will only be granted when it can be arranged with undue inconvenience to the normal operations of the Company.

ARTICLE 18 - LEAVE OF ABSENCE RULES

18.01 Where any leave of absence exceeds four (4) weeks, or where a lay-off exceeds (3) months:

(a) credits for seniority and salary increases will not accumulate during the leave at the expiry of the four (4) week period but will accumulate during the lay-off;

(b) the Company will make no payments towards any group benefit plan as is set out in Article 25, which is in effect during the leave after the four (4) week period nor during the layoff after the three (3) month period. The employee may, however, continue his coverage in any plan by contributing the cost of the premium to the Company who will make the payment to the carrier.

18.02 Employees who are on leave of absence will not engage in gainful employment while on such leave, and if the employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges in this Agreement and shall be deemed to be terminated.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 In the event of the death of a member of the employee's family (family to be limited to spouse, child, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, grandchild, legal guardian, brother-in-law, and sister-in-law), the employee may request bereavement leave and shall be granted up to three (3) consecutive days off from the date of death, to make arrangements for and to attend the funeral. Where such bereavement leave is requested the employee shall not suffer any loss of pay for the day of the funeral,

and for the day immediately proceeding, by reason of his non-attendance of work.

19.02 Where any bereavement leave of absence granted is not used for the purposes stated by the employee, the employee is subject to discipline.

ARTICLE 20 - JURY - WITNESS DUTY

20.01 If an employee is required to serve as a juror or witness in any Court of Law, he shall not suffer loss of pay because of such services, provided that the amount paid to him for such service is promptly repaid by him to the Company. The employee must present proof of service, and shall notify his supervisor immediately upon his receipt of notification that he will be required to attend Court as a juror or witness.

ARTICLE 21 - WAGES

21.01 The Company and the Union agree that during the currency of this collective agreement, wages shall be paid in accordance with the classifications and rates as set out in Schedule "A" hereto annexed.

21.02 If a new job classification arises through technological change, or a material change occurs in the requirements of a present job classification, either of which occurs during the currency of this collective agreement, the Company agrees that it will discuss with the Union an appropriate wage scale for this new classification before implementing the same.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

22.01 It is hereby expressly understood and agreed that the provisions of this Article XXII are for purposes of computing overtime, and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, or as a guarantee of working schedules.

22.02 The Company and the Union agree that the work week shall commence at 6:30 a.m. on Monday, and end at 6:30 a.m. on the following Monday. Standard hours of work for all employees shall be based on ninety (90) hours in a two-week pay period. Overtime at the rate of one-and-one-half (1-1/2) times the regular hourly rate will be paid for hours worked in excess of the above.

22.03 All employees covered by this Agreement will be paid overtime at the rate of one-and-one-half (1-1/2) times the regular hourly rate for hours worked in excess of nine (9) hours per day, Monday through Friday, and double time for all hours worked in excess of twelve (12) hours per day.

- 22.03-1** The Company may choose to work a four day week, beginning Monday at 6:30 am ending at 6:30 pm on Thursday. Employees covered by this Agreement will be paid overtime at the rate of one-and-one-half (1 1/2) times the regular hourly rate for hours worked in excess of eleven (11) hours per day, Monday through Thursday, and double time for all hours worked in excess of thirteen (13) hours per day, Monday through Thursday. For weeks containing Statutory Holidays where the Monday is the holiday, the work week will change to Tuesday to Friday, with the Monday being paid eleven (11) hours at regular rate.
- 22.04** There shall be no duplication of overtime.
- 22.05** All employees covered by this Agreement will be paid over-time at the rate of one-and-one-half (1-1/2) times the regular hourly rate for any hours worked on Saturday, and double time the regular hourly rate for any hours worked on Sunday. If working a four day week, all hours worked on Friday will be paid at one-and-one-half (1 1/2) the regular hourly rate, excluding weeks containing Statutory Holidays.
- 22.06** An employee who works overtime shall not be required to take time off to offset such overtime. Overtime shall be allotted at the discretion of the Company.
- 22.07** When an employee reports for work, as scheduled, in the ordinary course of business, and not having been informed on the previous day that there would not be work for him to do, he shall perform a minimum of four (4) hours of such available work as the Company may assign or in lieu thereof, at the discretion of the Company, he may be sent home and he shall be given four (4) hours' pay, at his regularly hourly rate, unless the Company has telephoned him at least six (6) hours prior to the time of commencing work to advise the employee that no work will be available. It shall be the duty of each employee to keep the Company advised at all times of a telephone number which the Company can call to notify the employee when work will not be available, and in case the employee gives no such number, the employee shall not be entitled to any pay, should there be no work to be done.
- 22.08** The Company agrees that there will be a fifteen (15) minute rest period during the first half of an employee's shift with a further fifteen (15) minute rest period during the second half of the employee's shift. The employees will also be entitled to one-half (1/2) hour unpaid lunch break, in each nine-and-one-half (9-1/2) hour shift.
- 22.09** The company agrees that if an employee is called back to work after the completion of his normally scheduled shift, he shall receive two (2) hours' pay at his straight-time hourly rate or time-and-one-half his straight-time hourly rate for all hours worked, whichever amount is greater.

22.10 The Company agrees that employees who are on layoff are not required to return to work upon request, unless the Company is prepared to offer them fifteen (15) days of work or wages in lieu thereof.

22.11 Saturday work will be asked for on the afternoon shift, Wednesday, day shift on Thursday by noon.

ARTICLE 23 - STATUTORY HOLIDAYS

23.01 The following listed Statutory Holidays will be granted to all employees, excepting employees who have not completed their probationary period:

- | | |
|----------------|-------------------|
| New Years' Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Eve Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day |
| Family Day | |

23.02 The basis of pay for the above holidays will be nine (9) hours at the regular hourly rate.

23.03 If an employee is required to work on any of the holidays listed in 23.01, he shall be paid for such hours worked at two (2) times his regular hourly rate in addition to the holiday pay.

23.04 In order to qualify for payme provisions of 23.03, an emplo to and/or following the holid working day immediately prior confirmed by a medical doctor period of one (1) week, the er immediately prior to and/or the day immediately following the holiday.

Add "Family Day"
Remove
"New Years Eve Day"

holidays, and under the d working day immediately prior yee's absence on the scheduled iday is due to illness or injury as - injury not having exceeded a) have worked the day

23.05 If any of the above recognized holidays fall either on a Saturday or Sunday, then the holiday will be observed either on a Friday or a Monday, at the discretion of the Company, except, the observance of the aforementioned holidays may be varied by the Company when necessary to coordinate its operations with its customers.

ARTICLE 24 - VACATIONS

24.01 Employees shall receive a vacation with pay on the following basis:

<u>SERVICE BY MARCH 31ST</u>	<u>VACATION</u>	<u>PERCENTAGE ACCUMULATED</u>
Up to 1 year	0	4%
1 year but less than 5 years	2	4%
5 years but less than 10 years	3	6%
10 years but less than 16 years	4	8%
16 years but less than 25 years	5	10%
25 years or more	6	12%

24.02 Vacation pay that is earned in any pay period will be paid out in the same pay period.

24.03 Vacations may not be carried over from one vacation year to another.

24.04 Vacation times will be set by the Company considering personal preferences of the employees, on the basis of seniority. However, in order to ensure the efficient operation of the Company's plant, an employee will be entitled to take only two (2), non-consecutive weeks of his vacation time allotted under this agreement during the crushing season which normally involves the period from May 1st through to December 31st.

24.05 The Company agrees that tax on vacation pay as per Article 24.02, will be calculated separate from any other earnings paid at the time vacation pay is paid to the employee, regardless if paid on same cheque or separate cheque

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

25.01 The Company agrees to pay the indicated percentage of the following plans for regular employees, (excluding probationary employees) who qualify under the terms and who

subscribe to the said plans through payroll deductions:

- (a) 100% of a life insurance policy, combined with an accidental death and dismemberment clause (presently in the amount of \$32,000.00.) This amount to increase to \$34,000.00 as of renewal, November 1, 2003.
- (b) 100% of a weekly indemnity with a \$460.00 level from the first day of non-occupational injury and from the fourth day of a non-occupational sickness for a maximum period of 26 weeks;
- (c) 100% of extended health care benefits 90% co-insurance factor, unlimited to \$50,000.00 for out of Canada care. There is no deductible.
- (d) The Company agrees to pay an amount up to \$270.00 per annum to each employee towards the purchase of work boots or work related clothes, upon being presented with a valid sales receipt, such moneys to be paid as exempt earnings on regular pay cheques with no tax applicable. It is agreed that the Company will take steps to provide adequate work gloves to employees, such gloves to be supplied on the basis that an old pair, when turned in, will be replaced with a new pair.
- (e) Dental – currently \$1000.00 per year, increase to \$1,500.00 per year as of November 1, 2001 and for the duration of the contract, \$25.00 deductible per year
- (f) Vision - \$150.00 per child per 24 months \$250.00 per adult per 24 months, includes contact lenses

Benefit Books to be handed out - 1 to Union Office.

J. Mahabadi June 29/11
[Signature]

- (g) Group R.R.S.P. – currently in the amount of \$1.00 per hour worked, per employee. To be increased by \$.05 per hour worked, per employee for each year of the contract, effective November 1 of each year.
- (h) A portable toilet shall be supplied near the plant.
- (i) A water cooler shall be supplied in a convenient location.
- (j) A trailer for lunch room shall be supplied.

ARTICLE 26 - PYRAMIDING

26.01 In no event shall there be any pyramiding of benefits or payments.

ARTICLE 27 - NOTICE OF TERMINATION

27.01 Employees will give a minimum of two (2) weeks' notice of termination. When two (2) weeks' notice of termination is given and worked, the employee will receive all wages and

holiday pay due at the time of termination on the date which his next regular pay day would fall as if he had not terminated.

ARTICLE 28 - COST OF PRINTING

28.01(a) It is agreed that the Company and the Union will each absorb their own cost of printing the collective agreement.

(b) The Company will provide six (6) copies of the Contract for execution at no charge.

ARTICLE 29 - MISCELLANEOUS

29.01 The Company agrees to make available, adequate rain gear for all employees who are required to work while exposed to inclement weather.

ARTICLE 30 - DURATION

30.01 The Agreement shall remain in force from May 1, 2011 to April 30, 2016, and shall be renewed automatically from year to year thereafter, unless one of the parties gives to the other party, not more than ninety (90) or less than thirty (30) days' notice of its intention to terminate or seek amendments to this Agreement. Within ten (10) calendar days after receipt of such notice, both parties shall meet for the purposes of negotiating amendments to this Agreement. While negotiations are continuing, this Agreement shall remain in full force and effect.

ARTICLE 31 - LETTERS OF UNDERSTANDING

31.01 Letter of Understanding #1

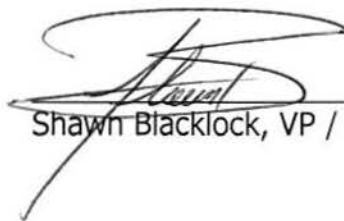
If a permanent layoff is to be implemented, the Company and the Union committee with representatives will meet to discuss before it is implemented. Any employees who are given a permanent layoff will be on a recall list for not less than 24 months.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized signing officers and representatives, this 1st day of May 2011.

DUNNVILLE ROCK PRODUCTS

P.O. Box 889
Waterford, Ontario
N0E 1Y0


**CEMENT, LIME AND GYPSUM AND ALLIED
WORKERS DIVISION OF INTERNATIONAL
BROTHERHOOD OF BOILER MAKERS, IRON
SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS**



Shawn Blacklock, VP / GM



Jim Tinney, Union Representative



Russell Hines, Union Steward

SCHEDULE "A"

WAGE SCHEDULE

<u>CLASSIFICATION*</u>	May 1/11	May 1/12	May 1/13	May 1/14	May 1/15
1. Maintenance	\$20.29	\$20.59	\$20.89	\$21.19	\$21.49
2. Loader Operator	\$20.29	\$20.59	\$20.89	\$21.19	\$21.49
3. Utility Man	\$20.29	\$20.59	\$20.89	\$21.19	\$21.49
4. Laborer	\$20.29	\$20.59	\$20.89	\$21.19	\$21.49

* Probationary employees shall be paid an amount equal to the above classifications less \$1.00 per hour.

SCHEDULE A

WAGE SCHEDULE

CLASSIFICATION	<i>CARTER</i> <i>SURFS</i> <i>MURKINS</i>				
	MAY 1/16	MAY 1/17	MAY 1/18	MAY 1/19	MAY 1/20
1. Maintenance	\$21.79	\$22.09	\$22.39	\$22.69	\$22.99
2. Loader Operator	\$21.79	\$22.09	\$22.39	\$22.69	\$22.99
3. Utility Man	\$21.79	\$22.09	\$22.39	\$22.69	\$22.99
4. Labourer	\$21.79	\$22.09	\$22.39	\$22.69	\$22.99

BK

- Probationary employees shall be paid an amount equal to the above classifications

less \$1.00 per hour.

RRSP (1.25) + 0.05 (1.30) + 0.05 (1.35) + 0.05 (1.40) + 0.05 (1.45) + 0.05 (1.50)

Memorandum of Agreement Between

Dunnville Rock Products

And

**International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers and Helpers
Lodge D494**

Article 30 Duration

The agreement shall remain in force from May 1, 2016 to April 30, 2021

Article 25.01 (g)

Group RRSP – currently \$1.25 per hour worked. To be increased by \$.05 per hour worked, per employee for each year of the contract, effective November 1 of each year.

Schedule "A"

Wages to be increased \$.30 per classification on May 1 of each year.

For The Company

For The Union





Bill Kester

Rob Lauzon