

COLLECTIVE AGREEMENT

Between

**CROSS COUNTRY CONCRETE
ONTARIO LTD.**

and

**CONSTRUCTION WORKERS LOCAL 6
affiliated with the
Christian Labour Association of Canada**

May 1, 2009 - April 30, 2012

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COLLECTIVE AGREEMENT

Between

CROSS COUNTRY CONCRETE ONTARIO LTD.
(hereinafter referred to as “the Employer”)

and

CONSTRUCTION WORKERS LOCAL 6
affiliated with the **CHRISTIAN LABOUR ASSOCIATION OF CANADA**
(hereinafter referred to as “the Union”)

May 1, 2009 - April 30, 2012

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances;
 - e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 The Union and the Employer recognize the application of the *Ontario Human Rights Code* within the workplace and are committed to a working environment free of harassment and discrimination

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedule “A” attached hereto and made part hereof.

- 2.02 This Agreement covers all employees of the Employer in the bargaining unit as described in the Certificate issued by the Ontario Labour Relations Board dated April 2, 1982 and/or as classified in Schedule "A."
- 2.03 Non-working foremen, supervisors and other non-bargaining unit personnel may perform work included in the classifications under this Agreement, but if this would affect the employment status or wage rate of an employee, the Employer and the Union shall meet to resolve the matter.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.05 The Employer agrees that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related hereto.
- 2.06 The Union acknowledges that it is the function of the Employer:
- a. to manage the enterprise, including the scheduling of work and the control of materials;
 - b. to maintain order, discipline and efficiency, and to enforce rules of conduct and procedure for employees that have been jointly drafted by the Employer and the Union. Such rules shall be consistent with the purpose and terms of this Agreement and shall be administered in a fair and reasonable manner;
 - c. to hire, direct, transfer, promote, layoff, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the Grievance Procedure.
- 2.07 The Employer may contract out work where:
- a. he does not possess the necessary facilities or equipment;
 - b. he does not have and/or cannot acquire the required manpower;
 - c. he cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

However, work normally performed by the members of the bargaining unit will not be contracted out if employees qualified to do the work are on layoff, or if

employees qualified to do the work must be laid off, transferred, reclassified, or discharged as the result of the contracting out of work.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union has the right to appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
 - b. CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employer will pay one Steward at his regular hourly rates while attending to such matters.
- 3.04 The Union has the right to appoint a member to the Negotiating Committee. The employee on the Committee shall be paid by the Employer at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.
- 3.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC Representative may attend such meetings.
- 3.06 There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.07 CLAC Representatives shall have the right to periodically visit job sites.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or

any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

- 4.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff who are qualified to do the work.
- 5.03 New employees will be hired on a three (3) month probationary period, and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of their most recent hiring. The Employer shall notify the Union in writing of the name(s), address(es) and classification(s) of any new employee(s) at the time such employee(s) commence(s) employment.
- 5.04 Probation employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Probationary employees may be discharged at the sole discretion of the Employer.
- 5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union's purposes and representation policies to such new employees.
- 5.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

ARTICLE 6 - CHECKOFF

- 6.01 The Employer agrees to check off from each employee, at the commencement of employment, the amount equal to the union dues. The total amount checked off will be turned over to the Union Treasurer each month, within two (2) weeks

after the checkoff is made, together with an itemized list of employees for whom the deductions are made and the amount checked off for each.

- 6.02 Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A."
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union. Failure to reach agreement shall be subject to the Grievance Procedure.
- 7.03 The Employer agrees to pay four (4) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control. The Employer may assign work to be done during these four (4) hours.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 Although the seasonal demands of customers make a regular workweek throughout the year impossible, it is the desire of the Union and the Employer to provide hours of work which will give satisfactory annual earnings to the employees.
- 8.02 From April 1st to December 15th a normal workweek shall consist of forty (40) hours. From December 15th to April 1st the hours per week shall depend on the amount of work available, with a minimum of thirty-five (35) hours. This is not to be construed as a guarantee of hours of work that will be provided.
- 8.03 Overtime will be paid at one and one-half (1½) times the regular hourly rate for work performed in excess of eleven (11) hours per day or forty-four (44) hours per week. In the event of not having worked forty-four (44) hours total for the week, the overtime will be paid for each day worked over eleven (11) hours.
- 8.04 Work on Sunday shall be of a voluntary nature. Time worked shall be paid at two times (2x) the regular rate of pay. The Employer agrees to respect the convictions of employees who prefer not to work on Sunday and will not discriminate against them.

8.05

- a. Employee's daily call-in and start times will be in order of their seniority. If a customer requests conveyor service or a specific truck is required i.e. curb truck, operators of these trucks will be called in regardless of their seniority.
- b. Senior drivers may pass off late loads to junior drivers provided a junior driver is available and able to perform the work. Drivers who wish to pass off late loads or are not able to work late, must contact dispatch. In case of dispute, the issue will be decided by management in accordance with this Article.
- c. A senior driver may be sent home before a junior driver except where a junior driver and senior driver are in the yard at the same time and are both available for work, the senior driver shall not be sent home before a junior driver until he has had eleven (11) hours work that day provided the work is available.
- d. Employees who's daily start time is "call-in" have to be available for work until 10:00 a.m. Employees who want to be "off-call" before 10:00 a.m. must check with dispatch that morning. Employees may refuse a start time that is later than 10:30 a.m. Such employees have no claim for wages if a junior or part-time driver accepts the call.

8.06 Saturday work will be on a voluntary basis by seniority. If sufficient volunteers are not available, the Employer may require junior drivers or may call-in part-time casual drivers at its discretion.

ARTICLE 9 - VACATIONS AND VACATION PAY

9.01 Employees shall receive vacation pay in accordance with the provisions outline below:

**LENGTH OF SERVICE
BASED ON DATE OF HIRING**
(as of July 1st of the current year)

VACATION PAY

- a. 0 - 3 years 4% of annual gross earnings
- b. Upon completion of 3 years 6% of annual gross earnings

9.02 The Employer will endeavour to grant vacations at the times requested, in the vacation seasons or periods, considering business requirements.

9.03 When vacations are requested by more employees than can be reasonably scheduled to be away at any one time and still carry on efficient company operations, then the choice of those employees permitted to take their vacation will be, insofar as possible, based on seniority.

9.04 The Employer shall include in each pay period the appropriate amount of vacation pay in the gross pay for all employees. The employee's cheques shall show the gross pay, and all regular deductions shall be made from the gross amount.

9.05 A vacation list will be posted in the office on May 1st of each year for employees to indicate the time they wish to have. The final list will be posted by June 1st of each year. Any subsequent vacation time will be granted on the basis of work scheduling requirements.

All employees shall be granted a minimum of one (1) week during the summer vacation period. Employees wishing two (2) weeks or more may do so by arrangement with the Employer prior to the posting of the vacation schedule. Any conflict will be settled on the basis of seniority.

ARTICLE 10 - HOLIDAYS

10.01 The Employer agrees to pay for nine (9) hours at the regular rate of pay, for the following ten (10) holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

10.02 The holidays mentioned under Article 10.01 should be observed on the Monday preceding or following these days, whichever is closer, or on the Friday following these days, if this is closer. The decision shall be made by the Employer.

10.03 Work performed on the above-mentioned holidays shall be paid at the rate of one and one-half (1½) times the regular rate of pay, in addition to any holiday pay to which the employee is entitled.

10.04 The provisions outlined in Article 10.01 shall apply only to employees who:

- a. have completed their probationary period;
- b. have worked or are available for work the regularly scheduled workday immediately preceding and the regularly scheduled workday immediately following the holiday. Any employee who is absent with permission of the Employer on either or both of these qualifying days, or reports sick on one of these qualifying days (not both), shall receive pay as aforesaid for such holiday; except in the case of extended leaves of absence.
- c. If laid off not more than twenty-eight (28) calendar days prior to a holiday, the employee in question shall receive holiday pay for that holiday in accordance with the *Employment Standards Act* calculation.

ARTICLE 11 - SENIORITY AND LAYOFFS

- 11.01 Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list upon the completion of their probationary period and their respective seniority shall be dated back to the date of their most recent hiring.
- 11.02 Seniority lists shall be maintained at all times by the Employer and shall be available to the Union to ascertain the seniority status of an employee within its jurisdiction.
- 11.03 Seniority rights shall cease for any employee who:
- a. voluntarily quits the employ of the Employer;
 - b. is discharged and such discharge be not reversed through the Grievance Procedure;
 - c. is laid off for a continuous period of more than eight (8) consecutive months.
- 11.04
- a. In case of layoffs the Employer shall honour the seniority of the employees within their classifications. The rule shall prevail that the employee having most seniority shall be laid off last and recalled first.
 - b. Employees on layoff may refuse a call in to work. Such employees have no claim for wages if a junior or part-time driver accepts the call.
- 11.05 The Employer will provide notice of lay off as provided for under the *Employment Standards Act*. He will meet with the CLAC Representative and/or the Steward one (1) week prior to any actual layoff. The Employer will attempt to layoff on Fridays so that the layoff will come at the end of an Unemployment Insurance week. The Employer shall not be required to give one (1) week's notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 11.06 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure.
- 11.07 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return. These provisions shall apply between April 15 and November 15. The Employer shall make two (2) telephone calls to the employee and if no arrangements are made for a return to full-time work, the Employer shall send a letter to the employee's last known address indicating a return to work date. If no definite return to work arrangement is made, the employee shall lose his

seniority on the day following the return to work date set out in the letter. Upon return to work he shall be placed at the bottom of the seniority list.

ARTICLE 12 - HEALTH INSURANCE

- 12.01 In order to protect the employees and their families from the financial hazards of illness or accident, the Employer agrees to contribute the following:
- a. One hundred percent (100%) of the premium cost of a benefit package which provides for the following coverage for all employees who have completed their probationary period:
 - i. \$25,000 Life Insurance per employee;
 - ii. \$25,000 A.D.&D. per employee;
 - iii. Long-term disability insurance with 60% of earnings, maximum of \$2,000.00 per month per employee, payable after 119 days until age 65;
 - iv. 10% Card Prescription Drug Plan for employee and family;
 - v. A basic Dental Plan providing Dental Coverage based on the current Ontario Dental Association Schedule of fees;
 - vi. Extended Health Coverage for employee and family;
 - vii. Semi-Private hospital coverage with no deductible for employee and family.
 - b. The Employer shall pay the required premium for any month in which an employee works on eight (8) days or more.
- 12.02 In event of any interruption of work for reasons other than sickness, accident or injury, the Employer agrees to continue to pay the premium cost of all insurances outlined in Article 12.01 for a period of two (2) months. Employees with ten (10) years or more seniority will have premiums paid by the Employer for three (3) months.
- 12.03 In the event of sickness, accident or injury, the Employer agrees to continue to pay the premium cost of all insurances outlined in Article 12.01 for a period of three (3) months.
- 12.04 The Employer agrees to cooperate with the trustees of the CLAC Health Fund to provide the benefits as outlined above and accept any upgrading during the life of this Agreement which may be required by the trustees to maintain a current and high quality benefit plan.

ARTICLE 13 - PENSION

- 13.01 The Employer and the Union agree to give full cooperation to the Union Pension Plan registered with the Financial Securities Commission of Ontario as Pension Plan 0398594 for the benefit of all employees covered under this Agreement. The Pension Plan, maintained and administered by the Union and supervised by a Board of Trustees, provides for a certain amount of pension income.
- 13.02 The Employer agrees to pay two dollars (\$2.00) to the Union Pension Plan for each hour worked by each employee covered under this agreement as an irrevocable contribution to the Union's Pension Plan.
- 13.03 The Employer contributions to the Union's Pension Plan shall be recorded on a remittance sheet supplied by the Union. On these sheets, the Company will enter:
- a. Name of Employee;
 - b. Total hours worked during the month for which the remittance is made;
 - c. Date of hire for new employees only;
 - d. Date of termination (where applicable);
 - e. Address for new employees only;
 - f. Date of birth for new employees only;
 - g. Telephone number for new employees only.

The Employer will forward two copies of the remittance sheet plus accompanying cheque to the Union **not later than the fifteenth of the following month.**

ARTICLE 14 - SAFETY

- 14.01 The Employer will provide a place of employment which shall be safe for the employees during working hours and shall use necessary or required safety devices and shall adopt and use methods and processes to render it safe and shall do whatever is reasonably necessary to protect the life, health and safety of the employees.
- 14.02 It is understood and agreed that unsafe trucks shall not be operated. Such trucks shall be reported and repaired. Employees will be provided, during regular working hours, with at least one (1) hour time with pay per week for the purpose of servicing and washing their trucks. This must be done weekly.
- 14.03 The Employer agrees to supply certain employees with appropriate hats, masks, gloves, filters and goggles free of charge where this equipment and clothing when required.

- 14.04 Any fine or penalty for the **overload** of a mixer will be paid for by the company, provided unusual build up has not occurred which is clearly the responsibility of the driver.
- 14.05 Any fine due to **spilling** of load will be the responsibility of the company unless it is clearly the responsibility of the mixer driver.
- 14.06 Any suspension of license for the **above only** which stops an employee from working will be compensated for by allowing the employee to do plant work during his suspension.

ARTICLE 15 - REST PERIODS

- 15.01 There shall be a ten (10) minute rest period each half of the shift, at times set by the Employer.
- 15.02 The Employer agrees to allow employees to take a one half (1/2) hour lunch break between 11:00 a.m. and 2:00 p.m. provided that the employee receives clearance from the dispatcher. If employees are forced to work through the lunch time they will be required to state the reason, and the name of the contractor for whom they are working at the time should be noted on the time card. If the employee was unable to take a lunch he will be paid for the time so worked.

ARTICLE 16 - LEAVES OF ABSENCE

- 16.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of three (3) months:
- a. Marriage of the employee;
 - b. Sickness in the immediate family;
 - c. Death in the immediate family;
 - d. Union activity other than this establishment;
 - e. Sickness of the employee.

The above shall not preclude an extended leave for reason of sickness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified.

The Employer may, at its discretion, grant a request for a leave of absence for reasons other than those set out above. Such requests will not be unreasonably denied.

- 16.02 The immediate family in this article shall mean: mother, father, parents-in-law, brother, sister, brother and sister-in-law, wife, children and grandchildren of the employee.

- 16.03 In case of death in the immediate family, an employee shall receive a maximum leave of absence with pay for three (3) working days at regular rates of pay for nine (9) hours provided the employee concerned attends the funeral.
- 16.04 Employees who fail to report for work as scheduled for more than two (2) consecutive days without giving a justifiable reason shall be deemed to have voluntarily quit.
- 16.05 An employee may receive a leave of absence for up to one year upon agreement of the parties if his driver's licence has been suspended. It is understood however, if any driver is caught driving Company equipment while impaired that this will result in automatic discharge.
- Note:** Driver may have to pay extra insurance premium. Insurance Company may refuse coverage.
- 16.06 If an employee is caught smoking under new law, the total fine will be his responsibility. No smoking is allowed on enclosed job sites, in violation of contractor rules or near flammable material on a farm job site.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 17.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 17.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 17.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 18, by-passing Steps 1 and 2. Such Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

17.05 Step 1

Any employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to his immediate supervisor within five workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2

If the grievance is not settled under Step 1, a CLAC Representative may within five workdays of the decision under Step 1, or within five workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one week after the grievance has been filed. The Employer shall notify the grievor and the CLAC Representative of his decision in writing within three workdays following the said meeting.

ARTICLE 18 - ARBITRATION

18.01 A grievance (which has not been accepted, settled, withdrawn or abandoned) may be referred to arbitration under this Article provided the party requiring arbitration serve the other party with written notice within fourteen (14) calendar days after receiving the decision given the Step 2 of the grievance procedure.

18.02 The parties agree to the use of a grievance mediator or sole Mediator/Arbitrator. If they are unable to agree on the selection of a Mediator/Arbitrator, either party may request the Ministry of Labour to appoint an impartial Arbitrator.

18.03 The Mediator/Arbitrator will hear and determine the grievance and his decision will be final and binding on the parties hereto and the employees affected. The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.

18.04 The cost of the grievance mediator or Mediator/Arbitrator will be shared equally by both parties.

ARTICLE 19 - DISCHARGE, SUSPENSION AND WARNING

19.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be a written one, and a copy of this warning will be forwarded immediately to the area office of the CLAC.

19.02 An employee may be suspended or discharged for proper cause by the Employer. Within five workdays following suspension or discharge, the

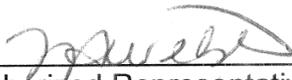
employee involved together with a CLAC Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 20 - DURATION

20.01 This Agreement shall be effective on the first (1st) day of May, two thousand and nine (2009) and shall remain in effect until the thirtieth (30th) day of April, two thousand and twelve (2012) and for further periods of one year unless notice shall be given by either party, of the desire to delete, change or amend any of the provisions contained herein, within the period of not more than ninety days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one year.

SIGNED:

"the Employer"



Authorized Representative of
CROSS COUNTRY CONCRETE
ONTARIO LTD.

"the Union"



Ontario Representative, CLAC Local 6



CLAC Member

Dated at Heidelberg, Ontario this 5th day of August, 2009.

SCHEDULE "A"

Ready Mix Driver

	Hourly Rate	Insurance Benefits*	Pension	Vacation Pay (6%)	Total
Previous Rate	24.36	1.98	2.00	1.46	29.80
Effective May 1, 2009	24.76	1.98	2.00	1.49	30.23
Effective May 1, 2010	25.26	1.98	2.00	1.52	30.76
Effective May 1, 2011	25.86	1.98	2.00	1.55	31.39

* Approximate cost per hour. Employer pays full monthly premium.

1. **New Drivers:** This provision applies only to new drivers hired on or after May 1, 2002. At Company discretion, new drivers may be paid as follows:
 - 0 - 6 months \$3.00 per hour less than rate
 - 6 months to 1 year \$2.00 per hour less than rate
 - 1 year to 2 years \$1.00 per hour less than rate
 - after 2 years full rate of pay.

2. Any Driver who is designated as lead hand shall receive a twenty-five cents (25¢) per hour premium. A lead hand should be capable of regular maintenance and batching.

3. Should any government legislation or regulations increase the above rates, these rates shall automatically conform.

4. A driver operating a Conveyor equipped ready-mix truck will be paid a premium of one dollar and ten cents (\$1.10) per metre. It is agreed that should a customer request conveyor service, a conveyor operator may be called in to meet that request regardless of that operator's seniority. In such an instance payment will not be made to senior drivers for any hours a junior conveyor operator/driver may have worked in advance of such senior drivers. Vacancies for conveyor operator will be posted in the plant.