

COLLECTIVE AGREEMENT

- between -



St Marys Cement

St. Marys Plant

- and -



United Steelworkers of America

On behalf of its Local Union 9235

St. Marys Plant

St. Marys, Ontario

AUGUST 1, 2005 to JULY 31, 2008

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02241(07)

Agreement entered into this 18th day of May, 2005.

COLLECTIVE AGREEMENT

Between

ST. MARYS CEMENT COMPANY,

St. Marys Plant,

(hereinafter referred to as the "Employer")

• and •

UNITED STEELWORKERS OF AMERICA

On behalf of its Local Union **9235**

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

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutual satisfactory relations between the Employer and its employees and to provide machinery for the prompt disposition of grievances and to maintain satisfactory working conditions, hours and wages for the workers who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive collective bargaining agency with respect to **all** matters arising under this Agreement for **all** employees, save and except foremen, those above the rank of foremen, supervisors, watchmen, office staff and chemists.
- 2.02 The word "Employee" or "Employees" wherever used in this Agreement shall mean any and all of the employees in the bargaining unit as defined above. Wherever "he" is used it shall also mean "she". Wherever "his" is used it shall **also** mean "her".
- 2.03 **Persons not included in** the bargaining unit will not perform work which is normally performed by the bargaining unit.

Any allegation that one of the above has performed bargaining unit work contrary to the provision of this article, may be taken up under the grievance procedure.

Where the grievance is successful and the union is able to show that the act of one of the above mentioned person(@working denied a bargaining unit employee the opportunity to work, then the company will pay the affected employee for time lost.

It is understood that **persons not included in the bargaining unit** may instruct, inspect, check out equipment and methods or in the case of an emergency, take the necessary action to avoid injury, loss of life, loss of property, **extraordinary loss of production**, materials, machinery, or **may create an adverse safety/health/environmental (S.H.E.) risk.**

- 2.04 The Employer understands the concern of the Union regarding contracting-out. When the Employer believes that it may be necessary to contract out work, it will advise the Union in writing seven (7) days in advance, except in cases of emergency. Such written

notice shall inform the Union as to the nature of the work to be performed, the name of the contracting Company and the expected duration of the project. If the Union so requests, the Employer will meet with the Union prior to the commencement of the project to discuss alternatives to contracting out.

In the case of unforeseen work required to be done during off regular hours, before contracting out of any work, the Employer will make every reasonable effort to have the work performed by available bargaining unit employees who would normally perform the work.

The Company agrees that contracting out of any work will not result in the lay-off of any of its employees.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Employer or by any of its representatives with respect to any employee because of his membership in or connection with the Union.
- 3.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced by any of its members or representatives, either in obtaining new members or in persuading any of the employees to participate in its activities.
- 3.03 The Union further agrees that there will be no solicitation for membership or other Union activity on the premises of the Employer, except as specifically permitted by this Agreement or by the Employer.
- 3.04 The Employer and the Union each agrees that they will not discriminate against any employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same sex partnership status, family status or handicap.

- 3.05 An employee's disciplinary record which is older than eighteen (**18**) months will be disregarded.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, discharge, direct, demote and suspend or otherwise discipline employees, subject to the provisions of this Agreement.
Classify, transfer **and** promote subject to the provisions **of** Article 18.
 - (c) Generally to manage the industrial enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the operation, extension, limitation, curtailment and cessation of operations, the kinds and locations of machines, tools and equipment to be used, the right to study or introduce new or improved methods or facilities.
 - (d) The right to establish and maintain reasonable rules and regulations covering the operation of the Employer's business, any violation of which shall be among the causes **of** discharge.
 - (e) The Employer reserves the right to discharge or discipline any employee for good and legitimate reasons.
 - (f) Initiate and deal with other matters not otherwise specifically referred to in this Agreement.
- 4.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions **of** the Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

Any differences, disputes or complaints arising over the interpretation or application of this Agreement shall be handled through the following steps. There shall be an earnest effort on the part of both parties to settle such grievances promptly.

Employees will be encouraged to present their disputes or complaints to their Supervisor in an attempt to resolve their differences prior to submitting a grievance. At such meeting, the supervisor shall advise the employee of his right to have a steward present. Any settlement reached will not contravene this agreement.

5.01 Any alleged complaint or grievance must be presented within ten (10) working days of the act causing the grievance, but not thereafter. The working days referred to in this paragraph shall be the working days of the aggrieved employee.

STEP 1 - The Grievor(s), with or without his Steward, will present the alleged grievance, in writing, to his foreman, who shall render his decision in writing, within 3 working days. Failing settlement, then ...

STEP 2 - The Union shall, within three (3) working days of receipt of the decision in Step 1, present the matter to the respective Department Manager, or his designate. The Department Manager shall meet with the Grievor(s) plus one representative of the union within ten (10) working days of receipt of the grievance by the Department Manager. The Employer's decision shall be delivered in writing within one (1) week after the meeting has been held to discuss the said grievance.

STEP 3 - If the decision of the Department Manager is not satisfactory to the Union, then the Union may submit the grievance to the HR Manger or designate. A meeting shall be held within 21 days of submission and

the Union may be represented by a representative of the International Union and up to 3 grievance committee members designated by the Union. Any meeting held will be at the plant or other mutually acceptable location. The Employer's decision shall be delivered in writing within 1 week after such meeting.

- 5.02 Any differences arising directly between the Employer and the Union involving the interpretation or violation of this Agreement may be submitted in writing by either party and dealt with through the respective representatives of the parties, commencing with Step 2 under the Grievance Procedure.
- 5.03 Grievances may not be presented in connection with the discharge or layoff of a probationary employee, unless discrimination for Union activity is alleged.
- 5.04 Time limits referred to above may be extended by mutual agreement of the parties, in writing.
- 5.05 After exhausting the Grievance Procedure as hereinbefore provided and no settlement has been reached between the aggrieved employee and the Employer, then either party may submit the matter to Arbitration within ten (10) days after the grievance has been dealt with in Step 3, but not thereafter.
- 5.06 A grieving employee, Steward, Chief Steward or designated replacement for a Steward or Chief Steward as a result of absence of same, shall obtain permission from his foreman before leaving his place of work to deal with or investigate an alleged grievance. Such permission shall not be unreasonably withheld or delayed.
- 5.07 The Union shall endeavour to select up to eight (8) Stewards, evenly distributed across the operation, and ideally a minimum, one from each production shift (a), (b), (c), and (d) and one from each Department, namely Quarry, Electrical Maintenance, Mechanical Maintenance, Packhouse / Scales / Bulk,

and a Chief Steward. The Chief Steward shall be entitled to attend any grievance meetings in the absence of the Department Steward. The Union shall advise the Employer in writing of all the Stewards so selected. The Employer will recognize a Grievance Committee of three (3) employees to handle grievances in the third stage of the above Grievance Procedure. Either party has the right to have the grievor present. The Employer will compensate employees for time spent in handling grievances only during their normally scheduled working hours.

- 5.08 An employee may request a Steward to be present when he is about to be disciplined or discharged. The employee and his Steward shall be allowed to meet privately immediately following the meeting in a place provided by the Company.
- 5.09 The Union shall receive a copy of all notices of discipline or discharge.
- 5.10 Any employee shall have the right to review his Personnel File on request.

ARTICLE 6 - ARBITRATION

- 6.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether or not a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration.
- 6.02 Within ten (10) days of the receipt of notice of either party that arbitration is required to settle the dispute, the Union and the Company, will, subject to mutual agreement, select a single Arbitrator who in no way

has been directly involved in attempts to settle the grievance.

- 6.03 If the parties fail to agree on an Arbitrator within thirty (30) days, either party may request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.
- 6.04 The Arbitrator shall then hear and determine the differences or allegations and shall render a decision. The decision shall be final and binding upon the parties and upon the affected employee(s).
- 6.05 The Arbitrator is not authorized to make a decision inconsistent with the provisions of this Agreement, nor to alter, modify, amend, add or delete any part of this Agreement. The expenses and compensations of the Arbitrator, if any, shall be divided equally between the Company and the Union.
- 6.06 The Arbitrator shall render a decision within thirty (30) days of the hearing.
- 6.07 If they agree, the parties may attempt, without prejudice, to settle any grievance with the assistance of a grievance mediator, prior to proceeding to arbitration. Any settlement agreed to by the parties shall be final and binding upon the parties and the grievor. If the parties fail to agree on a settlement, the grievance may still be the subject of an arbitration hearing. The parties shall jointly bear the cost of the mediator's fees.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 The Union agrees that, during the term of this Agreement, there will be no strike or other interference with or interruption of the normal operation of the Employer's business. The Employer agrees that there will be no lockout during the term of this Agreement.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 This article is intended to establish the basis for the scheduling of work and for the calculation of overtime, but this is not a guarantee of hours of work per day or of days of work per week.
- 8.02 The normal workdays as scheduled for all shift employees shall be eight (8) hours of work per day. A day is defined as a twenty-four (24) hour period, beginning with the time the employee commences work. The normal work week for shift employees shall be the calendar week beginning on Saturday midnight and ending the following Saturday midnight.
- 8.03 The normal workday for regular day workers shall be up to 10 consecutive hours per day, commencing at 8:00 a.m. The normal work week shall be up to 40 hours, Monday to Friday inclusive, with the exception of workers presently known as IO-day utility oilers and lab sample testers.
- 8.04 Overtime rates shall be paid for:
- (a) Time worked in excess of regularly scheduled hours per day.
 - (b) Time worked in excess of forty (40) hours per week.
 - (c) Time worked in excess of two (2) hours over the regularly scheduled hours in a twenty-four (24) hour period will be paid at double time. (Call-in shall be two (2) hours at time and one-half and two (2) hours at double time, as per above conditions.).
 - (d) Unscheduled time worked on Saturday will be paid for at time and one-half.
 - (e) Time worked on Sunday shall be paid for at the rate of double time.
- 8.05 Unless otherwise specified in this Agreement, overtime

worked shall be paid for at the rate of time and one-half.

- 8.06 Overtime hours shall be paid for at the applicable overtime rate, provided that both daily and weekly overtime shall not be paid for the same hours.
- 8.07 (a) The Employer agrees to notify all employees of a change in working schedule three (3) days or seventy-two (72) hours in advance of its effective date. Time and one-half or the applicable overtime rate will be paid for the first shift of the new schedule if notification is not given. No premium will apply in scheduling the return of an employee to his regular shift, if the purpose of working that shift is to complete his work-week.
- (b) An employee will notify the Employer as soon as possible of his return to work from any unscheduled absence. The Employer will give the employee's replacement, as near as possible, the equivalent notice received, but shall not be required to pay overtime by reason of a scheduled shift change without the prior seventy-two (72) hours notice. The replacement will not lose any time as a result of this change.
- 8.08 Call-In Pay • If an employee has left the Plant and is called-in to take care of an emergency, he will receive a minimum of four (4) hours at the applicable overtime rate. Such employee will be assigned only to emergency or essential work for which the employee was called in to perform. If a call-in results in the overlap of the employee's regular scheduled overtime, the employee will be paid in accordance with the call-in language only. If the employee performs the regular scheduled overtime duties in addition to the call-in duties, the employee will receive both the call-in and the regular overtime pay. Non-emergency work scheduled before or after an employee's regular

scheduled shift, or on a scheduled day off, shall be classified as overtime and paid in accordance with the applicable overtime rate. Hours worked or paid for under this clause shall not be used again in the calculation of daily or weekly overtime. It is understood that in the event of a call-in, no additional duties will be added for the purpose of making up time, except for some other related emergency which may arise while the employee is on the premises.

- 8.09** All shift workers will eat their lunches when they may and will be paid for their scheduled shift.
- 8.10** There shall be two (2) thirty (30) minute paid break periods, including wash-up time, on single day shift operations.
- 8.11** The hours of work for which a recognized holiday allowance is paid as provided for in Article 13, shall only be considered to be hours worked for the purpose of computing overtime on a weekly basis, provided the employee was regularly scheduled to work such hours. If an employee works the same allowance hours referred to above then only the hours worked will be used for the computation of overtime.

When any of the above recognized holidays fall on an employee's regularly scheduled work day, it shall be counted as an eight (8) hour day worked in computing overtime.

- 8.12** The Employer agrees that, insofar as it is practical, overtime will be equitably distributed among the employees who would normally perform the work. It is understood that any employee, who for any reason does not work overtime as requested, shall be considered to have worked the overtime for the purpose of computing distribution of the hours of overtime. Variances will be reviewed and addressed at every Union / Management meeting.

- (a) An employee shall be deemed to have been notified if the Employer has telephoned the number recorded in the Human Resources Office.
- (b) He has not so recorded any telephone number with the Employer.
- (c) For this purpose, distribution of overtime will recommence at the beginning of each calendar year.
- (d) A new or transferred employee, after his probationary period, will be credited with the maximum number of overtime hours worked by an employee in his job classification.
- (e) The Company is prepared to maintain lists of overtime both worked and refused, as far as practical.
- (f) An employee, upon returning to work after being on weekly indemnity or WSIB Benefits, will be credited with the maximum number of hours worked by an employee in his classification during the employee's absence.

**ARTICLE 9 - WAGES, CLASSIFICATIONS AND RATES
OF PAY**

- 9.01 Attached as Appendix "A" is the list of rates of pay effective August 1, 2005 to July 31, 2008.**
- 9.02 Cost of Living Allowance - as per attached Appendix "B".
- 9.03 If any employee is permanently assigned by job posting from one job to another he shall be paid the rate of the posted job.
- 9.04 (a) An employee who is temporarily assigned to a higher paid classification shall receive the higher rate for the shift in question except in the case of assignment for the purpose of training, in which

- event the employee shall receive the rate as prescribed in the Job Discontinuance regulations. When covering for breaks only, the employee will receive his posted rate.
- (b) An employee who is temporarily assigned, for the convenience of the Employer, to a lower paid classification when his regular job is still available, shall receive his regular rate for all hours worked on such lower paid classification.
 - (c) An employee who is temporarily assigned to a lower paid classification when his regular job is not available shall receive his regular rate for a period of up to 30 calendar days. The company agrees to maintain rates for the first 30 calendar days when there is a lay-off in effect.
- 9.05 When the Employer fills a temporary vacancy the job will be offered to the senior qualified employee available. If all the qualified employees refuse the job, then the available junior qualified employee will be assigned to the job. Temporary jobs shall mean vacancies created because of vacation, layoffs of short duration, illness of short duration or granted leave of absence.
- 9.06 Regular shift workers will be paid a premium at the rate of one dollar and twenty-five cents (**\$1.25**) per hour for the shift which shall not be increased by reason of having been earned in overtime.
- 9.07 Shift premium will also be paid for all hours worked after 6:00 p.m. and before 6:00 a.m. for all abnormal shifts, but shall not be increased by reason of having been earned in overtime. Shift premium will apply only to scheduled shift workers.
- 9.08 For regularly scheduled Sunday work, premium of **\$21.50** effective August 1, 2005, **\$22.00** effective August 1, 2006, **\$22.50** effective August 1, 2007, per

hour will apply. This premium shall not apply to Sunday work where overtime rates prevail.

- 9.09** When an employee is required to work overtime as a continuation of his scheduled shift, the Employer will supply food to the value of **\$12.00** effective August 1, 2005, **\$13.00** effective August 1, 2006, **\$14.00** effective August 1, 2007, if the overtime worked is in excess of two (2) hours. In the event that food is not available, the employee will receive the appropriate amount, providing the employee has not been advised of the overtime in advance.
- 9.10** In the event the requirements of a job are materially changed or a new job is created, the wage rate for such job shall be negotiated between the Employer and the Union. Any new rate shall be set in fair relationship to the wage rates provided by the wage schedule attached hereto. The wage for such job shall be effective on the date the new or changed job was put into operation. If the parties fail to agree then the matter shall be processed through the grievance procedure.
- 9.11** (~~NEW~~ Previous Letter of Intent)
- When ~~an~~ employee is short a significant amount due to error on his pay cheque, a cheque covering amount short, less required deductions, will be issued upon request. It being understood trivial amounts, i.e. shift differential, etc. will be adjusted on next pay following.

ARTICLE 10 - VACATIONS WITH PAY

- The Employer agrees that each employee will be entitled to and will be required to take annual vacations.
- 10.01** Vacation year for the purpose of calculating vacation pay will commence on the first day of January and end on the thirty-first day of December of the same year.

10.02

Length of Service of the Employee's Anniversary

Date of Employment	Length of Vacation	Use the Greater of
After one (1) year	Two (2) weeks	4% or 2 weeks pay
After five (5) years	Three (3) weeks	6% or 3 weeks pay
After eight (8) years	Four (4) weeks	8% or 4 weeks pay
After eighteen (18) years	Five (5) weeks	10% or 5 weeks pay

Vacation pay as a percentage of payroll earnings, including monies paid for sick benefits and compensation or monies received by the employee on government apprenticeship training programs for the 12 month period, ending with the pay period nearest to December 31st, or one weeks pay for every 2%, whichever is greater. One weeks pay to be calculated on regular hours at the employee's posted rate as at the end of the vacation year. Vacation pay will be on a prorated basis for employees who have worked less than 800 hours the previous year. Employees on W.S.I.B. benefits will have these hours credited to them. Hours lost off the job due to a weekly indemnity claim shall be treated as hours worked for the purpose of computing the 800 hours.

- 10.03 (a) The following is a list of the number of employees, by department, who may simultaneously take vacation. The maximum vacation that employees may schedule during the preferred summer period (the last **two** full weeks of June, the months of July and August and the first two full weeks of September) is two (2) weeks. However, as operations allow, the Employer shall endeavour to exceed these numbers.

* During the preferred summer period, one additional employee may take vacation either in the Quarry or the Packhouse/Scales departments during either the first half or the second half of this

period but not concurrently and alternating each year. In even years, the Quarry Department may have one additional employee on vacation in the first half and Packhouse/Scales Department in the second half of the preferred summer period. In odd years, the Packhouse/Scales Department may have one additional employee on vacation in the first half of the preferred summer period and the Quarry Department in the second half.

<u>Number of Employees</u>	<u>Department or Area</u>
1*	QUARRY
1	GARAGE
4	PRODUCTION (incl. Spares) (1 CCRO/APCO/Spare APCO per shift max 1 Production B per shift max)
1	PHYSICAL TESTER
1*	PACKHOUSE/SCALES
1	ELECTRICAL
1	INSTRUMENTATION
4	MAINTENANCE (could be 4 MW's, and/or 1 Lubrication, 1 Predictive, 1 Machinist)
1	LABOURER
2	STORES/APPRENTICES (1 Mechanical and/ or 1 Electrical)

- (b) Vacation lists will be posted at time mutually agreed by Employer and Union committee. These lists will indicate vacation eligibility and seniority as per operating department.
- (c) First round - Preferred summer vacation period Senior employees on a vacation list will be allowed three (3) days to select their two (2) weeks preferred summer vacation period only and submit

such dates to the Human Resources office on the provided forms. Should the senior employee fail to select his vacation dates within the allotted time, he will revert to the last senior position and the next senior employee will be allowed three (3) days to select his vacation dates, governed by the same conditions. This procedure will continue until the list is completed.

Second round • Full vacation period Senior employees on a vacation list will be allowed three (3) days to select any remaining vacation dates and submit such dates to the Human Resources office on the provided forms. Should there be any preferred summer period weeks still available, the employee will be permitted to select only one (1) additional week during the preferred summer period. Should the senior employee fail to select his vacation dates within the allotted time, he will revert to the last senior position and the **next** senior employee will be allowed three (3) days to select his vacation dates, governed by the same conditions. This procedure will continue until the list is completed.

- (d) In the selection of dates, every effort will be made consistent with the necessities of the operations, to allow the employees to exercise their choice in accordance with their seniority status.
- (e) **In** no event shall any employee be required to take his vacation during periods of plant shutdown, curtailment of operations, or while the employee is on layoff, it being understood that a working employee, who has vacation scheduled, will take his vacation if there are employees on layoff.

ARTICLE 11 - BEREAVEMENT

11.01 It has been agreed by the Employer and the Union that, in principle, an employee should not lose pay while attending to the affairs necessitated by death in the family. Therefore, should an employee's father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, stepmother-in-law, stepfather-in-law, grandparent or grandchild die, up to three (3) consecutive days leave of absence with pay may be granted.

Pay will be granted for loss of normal working time and to qualify it is necessary to attend the ceremony.

11.02 (New)

Upon request and when operationally possible, an employee shall be granted one (1) day unpaid leave to attend the funeral of a non family member (persons not specified in Article **11.01**). The only loss of pay shall be one day of authorized leave. (Reference Article **13.02**) The employee may be requested to provide supporting documentation.

ARTICLE 12 - INSURANCE

12.01 On the first of the month following the end of the probationary period, the Employer agrees to pay the premium, of a Group Insurance Plan, which will incorporate the benefits listed hereunder. The Plan is subject to the terms and conditions of the insurance contracts and policies.

12.02 The benefits shall be as follows:

(a) Major Medical Plan.

(b) Life Insurance: **\$51,000.00**. Effective August **1, 2006**, life insurance will be increased to **\$52,000.00**. Effective August **1, 2007**, life insurance will be increased to **\$53,000.00**.

- (c) Accidental Death and Dismemberment Insurance: Coverage for this shall be provided for in the same manner as Life Insurance detailed above.
- (d) Weekly Indemnity Benefit: Weekly indemnity to provide a weekly benefit of \$460.00. Eligibility for such benefit will be based on a 1/1/4/52 formula, plus first day "out-patient" surgery coverage.
Inasmuch as the premium reductions under the E.I. Act are being used to provide increased benefits under the Weekly Indemnity Plan herein, all premium reductions under the Act will be the sole property of the Employer.
- (e) Long Term Disability Plan: Integrated with the present Weekly Indemnity Plan, Long Term Disability provides for sixty per cent (60%) of an employee's straight time rate based on a forty hour week, with a maximum annual benefit of eighteen thousand dollars (**\$18,000.00**). Effective September **1, 2006**, annual maximum will be increased to nineteen thousand dollars (**\$19,000.00**). Effective August **1, 2007**, annual maximum will be increased to twenty thousand dollars (**\$20,000.00**).
- (f) Dental Plan: A basic Dental Plan will be incorporated, including root canal work at 100%, dentures on a 50-50 co-insurance basis, based on the appropriate ODA schedule. Effective January 1 of each year, the ODA schedule will be adjusted to provide a two-year lag. The maximum dental benefit payable shall be two thousand dollars (2,000.00) per calendar year per insured person.
- (g) Vision Care: Employee family coverage - Maximum **\$220.00** every two (2) years, for each family member. Effective August **1, 2006**, benefit will increase to **\$230.00** every two (2) years, per family member. Effective August **1, 2007**, benefit

- will increase to \$240.00 every two (2) years, per family member.**
- 12.03 The Employer agrees to pay the cost of the above Group Insurance Plan for the term of this Agreement, it being understood that if such premiums are increased the Employer shall pay such increased premiums and if decreased, the Employer shall receive the benefit of such decrease of premiums. The Employer also reserves the right, after consultation with the Union, to transfer the insurance provided herein, or any part thereof, to another Insurer or Insurance Group if at any time the conditions, benefits, premiums or rates are changed materially. Regardless of Insurer, there will be no reduction in the benefits **or** services.
- 12.04 The employer agrees to maintain coverage during periods of temporary lay-off to a maximum total accumulated time of 26 weeks each contract year for the following benefits: Life Insurance, including Accidental Death and Dismemberment and Major Medical. It **is** understood that the Employer will maintain the aforementioned benefits for any employee for the balance of the month in which the temporary lay-off commences. The 26 week additional coverage would begin on the first day of the following month.
- 12.05 An employee who is laid off from work and who has exhausted the extended coverage outlined in Article 12.04, may continue to be insured for the benefits outlined in Article 12.04 for up to a maximum period of six additional months during **any** one period of lay-off, provided that the Employer is notified, on or before the date of the exhaustion of the extension of benefits outlined in 12.04, of the employee's desire to continue to be insured and always provided that the employee pays the full premium cost monthly and in advance.

- 12.06 For employees who are absent from work due to proven maternity or parental leave, the Employer agrees to pay the full cost of the plan for a period of up to twelve (12) months.
- 12.07** (New)
For employees who are absent from work due to proven work related injury and are in receipt of WSIB benefits, the Employer agrees to pay the full cost of the Plan throughout the first two (2) years after a worker is injured.
- 12.08** (New)
For employees who are absent from work due to proven sickness or non-work related injury and are in receipt of Weekly Indemnity or Long Term Disability benefits, the Employer agrees to pay the full cost of benefits (a), (f) and (g) outlined in Article 12.02 during the period of Weekly Indemnity payments and a maximum of three (3) years while in receipt of Long Term Disability benefits. Benefits (b), (c), (d) and (e) outlined in Article 12.02 will be continued as per the terms and conditions of the insurance contracts and policies.
- 12.09** (Renumbered from 12.06) The Company will provide the Union with five (5) copies of the Master Policy of the Plans covered in this article.

ARTICLE 13 - RECOGNIZED HOLIDAYS

- 13.01** The Employer agrees that there will be twelve (12) recognized holidays with pay per year. The recognized holidays will be:
- | | |
|----------------|---------------------|
| New Year's Day | Canada Day |
| Civic Holiday | Christmas Day |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day |
| Boxing Day | 3 Floating Holidays |

Note: It is understood that the holidays recognized as a floater will be given under the following conditions.

An employee will give the Employer a minimum of five (5) days notice prior to taking his floater. It is also understood that a student employee shall not be entitled to a holiday floater.

- 13.02 It is agreed that the recognized holidays as listed above shall be granted when operationally possible and paid for although not occurring on an employee's working day.
- Recognized holidays falling on Sunday will be observed the following Monday.
 - For regular day workers, recognized holidays falling on Saturday (other than Christmas Day) will be observed the following Monday. If Christmas Day falls on a Saturday or Sunday, the holiday will be observed on Tuesday.
 - For continuous 24-hour, seven days a week shift workers recognized holidays falling on a Saturday will be observed on the Saturday.

Those employees who take the holiday will be paid at the rate of their normal job classification in accordance with their scheduled shift. Employees who work during the twenty-four (24) hour period of the paid holiday will be paid double the rate of their job classification for each hour worked on the holiday, in addition to receiving their holiday pay if qualified. Those employees whose vacation period coincides with a recognized holiday will receive pay **for** the holiday.

It is a condition and it is understood by both parties that, in order to qualify **for** the paid holiday pay, the employee will work his **regular** shift on the regular work day immediately before and after the holiday concerned, the **only** exceptions **to** the foregoing **regu-**

lation are outlined in Article 11.02 or, if the employee becomes sick on the regular work day before the holiday, the regular work day after the holiday or the intervening days between and obtains a certificate of having been physically examined by a physician and the diagnosis is not alcoholism and/or drugs.

- 13.03 In making this Agreement with the Union, it is understood by the Union that as many employees as possible will be granted leave of absence during the recognized holidays as set forth above, but any employees who are requested to work will do so, unless satisfactory arrangements can be made for their relief from work.
- 13.04 Payment for recognized holidays shall be the hourly rate the employee received the day prior to the recognized holiday.
- 13.05 The Employer will supply a copy to the employee of his request for floaters.

ARTICLE 14 - PENSION PLAN

- 14.01 (a) The Pension Plan forms part of the Collective Agreement. All employees who are eligible for the Pension Plan and who have joined the Employer's work force on or after May 31st, 1944, will join and participate in the Pension Plan sponsored by the Employer as a condition of employment.
- (b) (New - incorporates letters of intent from previous agreement)
Not more than sixty (60) days after the implementation of Federal Legislation regarding tax reform and its application to Pension Plans, and the Provincial Legislation regarding the indexation of Pension Plans, the Company will meet with the Union to discuss the future of the Pension Plan.

The Company agrees that the employees should be better informed about their Pension Plan. The Company will set up a committee comprised of management and employee representatives who will fully acquaint themselves with all aspects of the Plan. The purpose of the Committee will be to act in an advisory capacity to the Company in order to facilitate communications with the employees regarding the present Pension Plan or possible future changes in the Plan, which the Company might consider.

- 14.02 The Company will notify the President of the Union, names of employees who are about to retire.
- 14.03 (New)
The Company will conduct one (1) information meeting during the term of the Collective Agreement.

ARTICLE 15 -JURY DUTY

- 15.01 An employee who appears for jury or witness duty on his normal working day will receive the difference between the regular scheduled hours at his regular hourly rate and daily jury or witness pay for each day he is on jury or witness duty. A shift worker will not be required to report to work on any day that he is required for such service.

ARTICLE 16 - ABSENTEEISM

- 16.01 The Union agrees to help support the Employer in the elimination of unnecessary absenteeism.
- 16.02 The onus of proving sickness, injury or a employee's inability to work rests with the employee.
- 16.03 In the event of unavoidable absence, any employee who is on shift will give the Employer a minimum of eight (8) hours notice of intended absence. All shift

personnel, before going off shift, will report to the foreman if their relief has not come in to work and must remain at their place of work until replaced.

- 16.04** An employee will notify the Employer as soon as possible of his return to work from any unscheduled absence. The Employer will give his replacement as near as possible the equivalent notice received, but shall not be required to pay overtime by reason of a scheduled shift change without the prior seventy-two (72) hours notice. The replacement will not lose any time as a result of this change.

ARTICLE 17 - UNION / MANAGEMENT MEETINGS

- 17.01 The Employer agrees to enter into joint meetings between the Plant Committee and Officials of the Employer to be held at least once every **six (6)** weeks. The Plant Committee will consist of equal representation of up to four **(4)** employees from the bargaining unit and up to four **(4)** employees from management, with an equal representation from the entire cross-section of the plant, as near as possible. A detailed agenda shall be supplied in writing by either party at least one **(1)** week **(7 days)** in advance of the meeting. The Company will generate minutes from the meeting and get agreement from the union prior to posting.

ARTICLE 18 - SENIORITY AND JOB POSTING

- 18.01 The purpose of seniority regulations is to provide a policy governing layoff, recall and job posting. In the event of a reduction of the working force, Plant-wide seniority shall be the governing **factor**, provided the employees to be retained have the necessary qualifications and ability to perform the work required. Probationary employees shall be laid off before any employee on the seniority list. Recalling laid-off

employees shall be in the reverse order of the layoff procedure above, provided the employees to be recalled have the ability to perform the work required of them. Qualifications and ability being relatively equal, then seniority shall govern. However, where a senior employee is, in fact, not capable to perform the work of a junior employee, the Employer may lay off the senior employee and retain the junior employee. Employee names shall be placed on the seniority list in order of their last respective dates of hiring.

- 18.02 New employees shall not be placed on the seniority list until they have completed ninety (90) calendar days employment with the Employer. Grievances may not be presented in connection with the discharge or layoff of a probationary employee, unless discrimination for Union activity is alleged.

It is understood by the parties to this Agreement that student employees shall not acquire seniority status.

Up to 10 temporary employees can be hired to supplement the permanent workforce under the following conditions:

- From November 1 through to April 30th.
- Applies to licensed tradesmen.
- Will be included in the bargaining unit.
- Do not acquire seniority.
- Paid at the classification rate plus premiums that may apply.
- Do not qualify for any benefits.
- Will not be offered overtime until any qualified permanent employee has been offered the overtime.
- No permanent employee shall be on lay-off.

- 18.03 A seniority list shall be placed on the bulletin board

and will be revised by the Employer semi-annually.

- 18.04 When a new classification is created or where a permanent vacancy occurs, it shall be posted by the Employer for seven (7) days in order to give all interested employees the opportunity to apply in writing for such job. All jobs will be posted within seven (7) days from the time the vacancy occurs, except when a job is discontinued. However, the Employer shall have the right to fill such vacancies in the meantime pending the final decision regarding the replacement. A permanent vacancy shall not exist due to reasons of an employee or employees being on vacation, layoffs of short duration, illness of short duration or granted leave of absence.

The Employer agrees to provide the President of the local Union with copies of all job postings.

Careful consideration will be given to applications received in relation to the following:

- (a) Seniority;
- (b) Requirements of the job;
- (c) Efficient service, physical fitness and individual skill.

When factors (b) and (c) are deemed equal, then seniority shall govern.

Any employee so selected will be given an on-the-job training period based on a formula agreed upon by a committee of the Union and the Management, which will be applicable to the requirements of the job in question, with the exception of licensed tradesmen where Provincial Regulations will apply.

Application bids from an employee may be withdrawn up to confirmation by the Employer and by the employee.

An employee must inform their Supervisor when applying for a posted job. An employee will meet with the Human Resources Manager, or their designate, before applying for a posted job at a lower classification.

18.05 The Employer will accept the senior bidder in the following classifications:

Truck Driver 35 ton +	Quarry Utility
Spare Scales/Packhouse	Loader Operator
Driller Blaster	Storesperson
Primary Crusher Op.	Production B
Scalesperson	Bulk Loader
Physical Tester	Cement Packer
Spare Production	Spare APCO
Backhoe Operator	Labourer

Any employee selected will be given an on-the-job training period as per the Guidelines For Training Times outlined in Appendix "F". This training period may be amended by mutual agreement between the Employer and the Union.

During such training period, the employee will receive the rate of the full time classification held immediately prior to the job posting. The rate of the new job will be awarded upon successful completion of the training and the employee's demonstrated ability to safely perform the normal requirements of the job.

When an employee is awarded the job posting in writing, he shall begin the defined training period within thirty (30) days of being awarded the job, when operationally possible, and only at the conclusion of all job posting vacancies that have occurred as a result of the initial job posting.

If during the training period, the applicant has not proven capable of performing the duties at the classification, or elects not to accept the position, the applicant

will revert to the labourer classification.

No employee shall be allowed to train on more than one job per year except where a subsequent job involves a higher job classification. Such year shall be considered to have commenced on the date the employee was originally awarded the job. However, an employee who has been appointed to a job may post out at any time.

- 18.06 Both the Employer and the Union agree that employees in the Production Department should be given preference for progression within the department.

The classifications involved in this progression are:

Class 14 - Spare A.P.C.O

Class 14 - A.P.C.O.

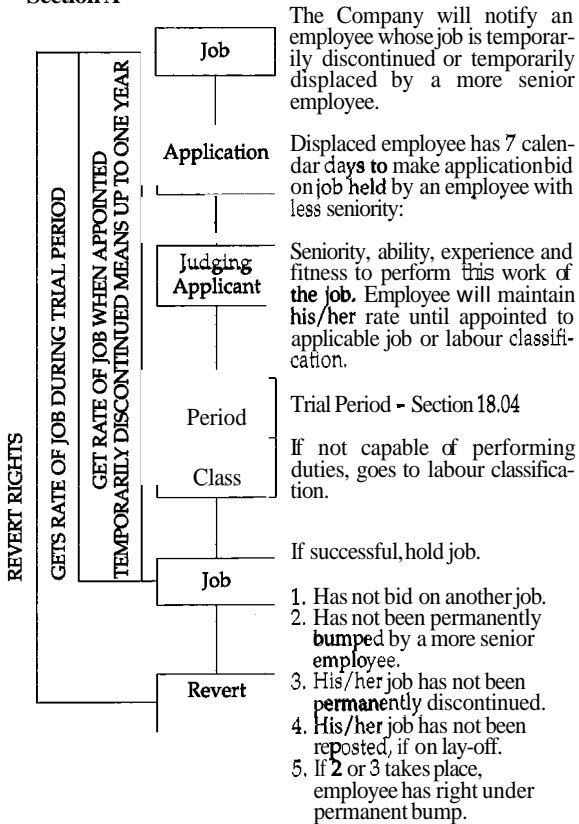
Class 19 - C.C.R.O.

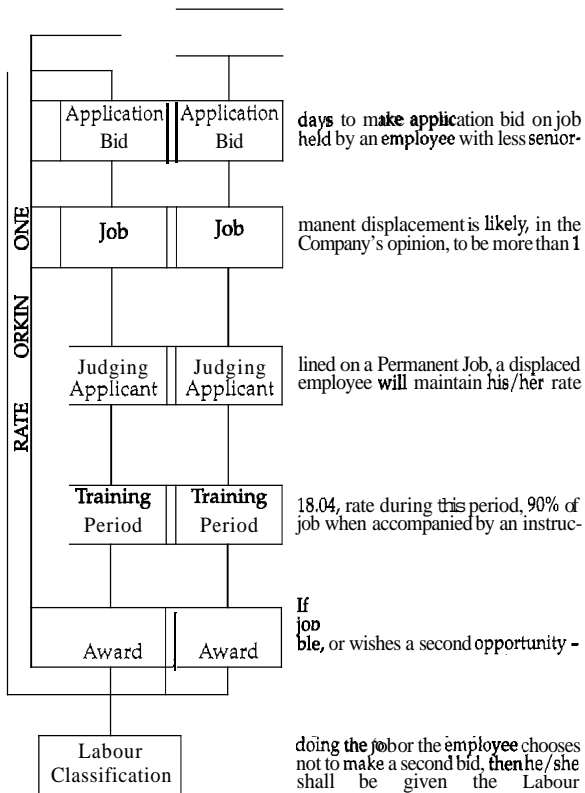
When a vacancy for the position of Spare A.P.C.O. occurs, the vacancy will be posted and awarded under Article 18.05. When a vacancy for the position of A.P.C.O. occurs, the vacancy will be posted and will be awarded to the senior qualified Spare A.P.C.O. bidder who has completed all the required training for the A.P.C.O. When a vacancy in the C.C.R.O. occurs, the vacancy will be posted and will be awarded to the senior qualified A.P.C.O. bidder who has completed all the required training for the C.C.R.O. position. If there are no qualified bidders for the C.C.R.O. vacancy, then the job will be awarded to the junior qualified A.P.C.O. If there are no qualified bidders for the A.P.C.O. vacancy, then the job will be awarded to the junior qualified Spare A.P.C.O.

An employee who has successfully held the position in good standing, within the last 12 months, may be considered qualified. The understanding being that there has been **no** significant technological changes to the job.

- 18.07 It shall be the duty of the employees to notify the Employer promptly of any change in their addresses and telephone numbers. If an employee fails to do this the Employer will not be responsible for failure of a notice to reach such employee.
- 18.08 Seniority and employment rights of an employee shall cease for any of the following reasons:
- (a) If he voluntarily quits the employ of the Employer;
 - (b) If he is discharged for any cause and is not reinstated through the Grievance Procedure;
 - (c) If he is absent from work for three (3) consecutive working days without notifying the Employer and is unable to provide a satisfactory reason to the Employer for his absence;
 - (d) If he fails to report for duty after a layoff or authorized leave of absence, unless he furnishes a reason acceptable to the Employer.
- 18.09 When recalling an employee after a layoff he shall be notified by registered mail and allowed five (5) days to report for work, provided the recalled employee notified the Employer within seventy-two (72) hours of his intent to return on or before the fifth day above allowed, and, in the meantime, if an employee who is recalled is not immediately available, the next employee in order of seniority who is available, may be employed temporarily, subject to lay off when the recalled employee does report within five (5) days as noted above.

ARTICLE 18.10
Section A





ARTICLE 19 - SAFETY

19.01 The Union agrees that it will co-operate to the fullest extent with the Employer in Safety First throughout the Plant.

19.02 The Employer hereby agrees to establish a Safety Committee, which will function in accordance with the Ontario Occupational Health and Safety Act.

The Committee will be composed of equal numbers of up to four (4) Management and up to four (4) Union members. The Union will advise the Employer of their chosen representatives. In addition, the Employer will hold departmental safety meetings on a regular basis. Representatives from the particular departments may bring a report to the main Safety Committee for its consideration, it being clearly understood that the Committee deals with safety practices only.

Both parties are committed to the highest safety standards through a consultative approach to health and safety and will meet and strive to exceed all existing safety regulations including the right to refuse unsafe work and all other policies developed by the Joint Health and Safety Committee (J.H.S.C.).

The Company will maintain a practice of no discipline for any employee who engage in a refusal of work due to a legitimate concern that the work is unsafe.

19.03 The Employer will provide or pay for one (1) pair of prescription safety glasses and frames of a type approved by the Employer. The Employer will replace such safety glasses and frames on the basis of one (1) pair per year, only provided said safety glasses and frames are damaged due to the nature of the employee's occupation. It is agreed that damaged plastic lenses may be replaced if approval is given by the Company and Union certified Health & Safety representatives.

19.04 The Employer agrees to reimburse up to the yearly maximum per contract year for the purchase of approved CSA Green Patch safety boots.

*In the event that safety boots are destroyed or damaged beyond safe wear in undertaking one's duty, as determined by the Supervisor, the Company will approve the reimbursement of a replacement pair of approved CSA Green Patch safety boots.

<i>Effective</i> Date	Yearly <i>Maximum*</i>
August 1, 2005	\$160.00
August 1, 2006	\$170.00
August 1, 2007	\$180.00

19.05 If employees are regularly working in high noise areas under circumstances where normal hearing protection cannot be worn effectively, the Company will supply fitted ear plugs. The application and administration of this article will be reviewed through the Safety Committee.

19.06 (New)
The Company agrees to supply one (1) high visibility winter coat/jacket during the life of the Collective Agreement. The coat/jacket must be worn as part of the mandatory safety equipment under appropriate weather conditions.

19.07 (New)
The Employer will maintain a staff member who is a Certified Health & Safety Representative.

ARTICLE 20 • UNION SECURITY

20.01 All bargaining unit employees, as a condition of employment, shall become and remain members of the Union in good standing for the term of this Agreement.

20.02 The Company shall deduct Union Dues including, where applicable, initiation fees and assessments, on

a biweekly basis, from the wages of each employee covered by this agreement. The amount of the dues shall be calculated in accordance with the Unions Constitution.

- 20.03 All dues, initiation fees and assessment shall be remitted to the union forthwith and in any event no later than 15 days following the last day of the month in which remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel Workers of America, AFL-CIO-CLC, P.O. Box 13083, Postal Station 'A', Toronto Ontario, M5W 1V7 in such form as shall be directed by the Union to the company along with a complete Dues Remittance Form R-115. A copy of the dues Remittance Form R-115 will also be sent to the Union office at 119 Exeter Road, Unit K London, Ontario, N6L 1A4.
- 20.04 The remittance and the R-115 form shall be accompanied by a statement containing the following information
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and the reasons;
 - c) This information shall be sent to both Union addresses identified in article 20.03 in such form as shall be directed by the Union to the Company.
- 20.05 The Union shall indemnify and save the Company harm against all claims or other forms of liability that may arise out of actions taken by the Company in compliance with this article.
- 20.06 The Company, when preparing T-4 slips for the employees, will enter the amount of Union Dues paid.

- 20.07 The Company agrees to provide the Union with a suitable secure office space with a chair, desk, an in-Plant telephone, and the ability to exchange **email** with the Company's designated representatives. The telephone connection and the independent internet connection will be paid for by the Union.
- 20:08 Members of the Union executive shall be excused from their shift for up to three (3) hours to attend the Union membership meetings, subject to requirements of the operation. The company will pay the executive member for such lost time and the Union will reimburse the company for any costs involved in replacing the employee during his absence.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 Upon written application to the Manager at least one (1) week prior to the event, the Employer will grant leave of absence without pay to not more than one (1) employee from any department and not to exceed more than five (5) employees from the Plant, to attend Union Conferences, Conventions or to attend to Union business. The Union bargaining committee will be comprised of no more than four (~~4~~) employees in total with no restrictions to the number from any department. However, the Employer retains the right to maintain certain personnel for the efficient operation of the Plant.
- 21.02 Any one employee elected or appointed to a full time position with the United Steelworkers of America, Local 9235 Local Union or AFL, CIO, C.L.C. or any of its subordinate bodies shall be granted an indefinite leave of absence without pay, providing 30 days notice is given to the Company prior to the beginning of such leave. During such leave, plant seniority shall accumulate. All benefits shall be suspended after 30 days. The

length of leave shall not be considered years of service for pension purposes. Upon returning to work, such employee shall be re-instated with the Company and shall be eligible to apply for any job within the bargaining unit by means of the existing bidding procedure (Article **18.04**).

ARTICLE 22 - SECURITY PLAN

22.01 See Appendix "C"

ARTICLE 23 - TERMINATION BENEFITS

23.01 In the event that the expansion, closure or partial closure of the existing plant, automation or technological change would affect the employment of the employees in the bargaining unit, such employees shall receive termination benefits of (5% x 1 month posted pay rate x completed years of service). This amount shall be exclusive of and in addition to any statutory entitlement.

ARTICLE 24 - FUTURE OPERATIONS

The Company recognizes the Union's concern regarding future changes in the operation which might adversely affect the jobs of the hourly employees. In the event the Company introduces technological change that affects the jobs of the employees, or adds new jobs, the Company will give as much notice as possible to the Union.

Any changes resulting from the above will be handled as follows:

- Where an existing classification is upgraded, the Company will provide the necessary training for the incumbents of the job.

- Where an existing classification is being permanently discontinued, the affected employees will be allowed to exercise their seniority to bump into any classification for which they are qualified, or any job for which the Company provides training in accordance with Article 18:05.
- Where an employee is laid off, he will have recall rights equal to 12 months or his seniority, whichever is the greater.

ARTICLE 25 - TOOLS

- 25.01 The Employer shall provide each tradesman and trade apprentice with a selected tool kit to carry out work at the Plant.

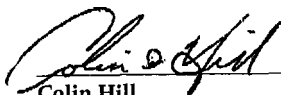
The provided tools shall be the responsibility of all employees and any shortages must be reported immediately to his Foreman. Should **any** neglect of tools take place, the Employer shall replace these tools at the Employee's expense.

ARTICLE 26 - DURATION OF AGREEMENT

- 26.01 This Agreement shall continue in effect to July 31, **2008** and shall continue automatically there after during annual periods of one **(1)** year each, unless either party gives notice to the other party in writing of its intention to enter into negotiations for the purpose of amending the Agreement, within a period of not less than thirty **(30)** days and not more than sixty **(60)** days prior to any annual date of expiry, unless with mutual agreement.

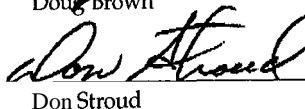
FOR THE EMPLOYER

FOR THE UNION


Colin Hill

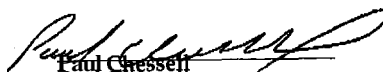

Doug Brown

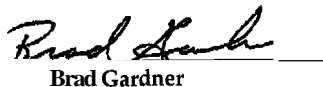

Marc Vermeir


Don Stroud


Denise Bate-Thompson


Mark Nixon


Paul Chessel


Brad Gardner

APPENDIX "A						
WAGE RATES (ADD IN CORRECT RATES)						
JOB TITLES	2005	2.30%	2006	2.60%	2007	3.00%
	WAGE	WAGERATE	WAGE	WAGERATE	WAGE	WAGERATE
	CLASS	August 1, 2005	CLASS	August 1, 2006	CLASS	August 1, 2007
Probationary Employee	1	75%	1	75%	1	75%
Labourer	2	24.09	2	24.72	2	25.46
Truck Highway, Loader • 1cu. Yd, Spare Packhouse/Scales person, Spare Production Operator	3	24.38	3	25.01	3	25.76
	4	24.64	4	25.28	4	26.04
Operations Utility	5	24.94	5	25.59	5	26.36
Crusher Operator, Loader Operator 3-5 cu. Yd, Dozer Operator, Truck - 35 Ton+, Drill Blaster, Repair Helper Quarry Utility	6	25.21	6	25.86	6	26.64
Bulk Cement	7	25.49	7	26.16	7	26.94
	8	25.78	8	26.45	8	27.24
Cement Packers, Storeperson	9	26.05	9	26.72	9	27.52
Physical Tester	10	26.32	10	27.01	10	27.82

Loader Operator- 5 cu. Yd, Hydraulic Excavator,						
Scales Person	11	26.62	11	27.31	11	28.13
	12	26.89	12	27.59	12	28.42
	13	27.17	13	27.88	13	28.71
Production "B", Spare APCO, APCO						
	14	27.48	14	28.19	14	29.04
	15	27.70	15	28.42	15	29.28
	16	28.01	16	28.74	16	29.60
	17	28.29	17	29.02	17	29.89
	18	28.57	18	29.32	18	30.19
CCRO, Electrician, Industrial, Millwright, Machinist, MVM, HDE Mechanic (garage), Instrumentation, Predictive Maintenance Technician, Predictive Lubrication Technician						
	19	28.90	19	29.65	19	30.54
Dual Licensed Ticket - Electrical / Instrumentation/ Millwrighting						
	20	29.25	20	30.01	20	30.91
Apprenticeships						
	6, 9, 12, 15, 19		6, 9, 12, 15, 19		6, 9, 12, 15, 19	

A lead hand shall be paid one dollar (\$1.00) per hour above the highest rate he is qualified to supervise.

Probationary employees to be paid 75% of the normal rate of pay until the completion of the probationary period. Probationary rates will not apply to tradesmen.

Student rate to be paid at 75% of class 2.

Production personnel will retain their rates when installing or removing refractory, installing lifters being the same as installing refractory.

APPENDIX "B" **COST OF LIVING ALLOWANCE (C. O. L. A.)**

A cost of living allowance will be effective November 1, 2005, based on the Consumer Price Index published by Statistics Canada 1971 = 100, all items, for July, 2005.

Such allowance is to be calculated quarterly and will provide for a one cent (1) increase in wage rates for each 0.3 increase in the index over that of the previous quarter.

The cost of living adjustments will be integrated with the wage rates on the first day of the month following the end of the comparison period, specifically:

(November 1,2005)	(February 1,2006)
(May 1,2006)	(August 1,2006)
(November 1,2006)	(February 1,2007)
(May 1,2007)	(August 1,2007)
(November 1,2007)	(February 1,2008)
(May 1,2008)	

If the Consumer Price Index (1971 = 100) all items, published by Statistics Canada is discontinued, the parties shall negotiate an appropriate adjustment or conversion factor to assure that Employees will receive that cost of living adjustment to which they would have been entitled had the Consumer Price Index been published as contemplated by the parties.

During the first contract year of this agreement based on the Consumer Price Index, 1971 = 100, all items for July, 2005, the aforementioned C.O.L.A. formula will only be activated after a 10% rise in the Consumer Price Index. Any monies generated above the new triggered base will be calculated and paid for in accordance with the quarterly dates outlined; the last payment if any, to be made May 1, 2008. Similarly, in the second and third years of the agreement based on the Consumer Price Index, 1971 = 100, all items for July, 2006 and July 2007, the aforementioned C.O.L.A. formula will only be activated after a 10% rise in the Consumer Price Index. Any monies generated above the new triggered base will be calculated and paid in accordance with the quarterly dates outlined, the last payment, if any, to be made May 1, 2008.

**APPENDIX "C"
SECURITY PLAN**

A security plan introduced into the Collective Agreement December 1, 1985, replaced the S.U.B. plan. The objective of the Security Plan will be to provide each individual employee with additional funds in the form of a savings account. Such funds can only be withdrawn upon death, retirement, or leaving the employ of the Company. The only exception of these circumstances would be the right of an individual employee to request and receive up to \$200.00 per week from his account during lay-off.

The Security Fund will be funded as follows:

<i>Effective Date</i>	<i>Amount</i>
August 1, 2005	\$1,000.00
August 1, 2006	\$1,000.00
August 1, 2007	\$1,000.00

For new employees to be eligible to receive this benefit, they must complete six (6) months of continuous service. The first payment will be made on the August 1st following

the completion of the six (6) months continuous service and each August 1st thereafter.

Both Company and Union will jointly administer the Security Plan.

No change in its application or administration will be permitted without express written consent of the authorized representatives of both Parties.

APPENDIX "D" APPRENTICESHIPS

Where the Company decides to add an Apprentice the position will be posted in the Plant. In choosing the successful applicant the Company will give consideration to seniority and qualifications among other factors, in addition to the prerequisite of the Provincial Regulations of the trade. It is understood **that** the applicants may be asked to take an aptitude test.

During the Apprenticeship, the training will be paid as follows:

Millwright, H.D.E. Mechanic and Electrician
(1st Period Class #6)
(2nd Period Class #9)
(3rd Period Class #12)
(4th Period Class #15)
(Qualified Class #19)

Following completion of the Apprenticeship, employees will be required to serve a time equal to their apprenticeship as a Tradesman before posting to any other Department.

APPENDIX "E" 12-HOUR SHIFTS

These 12-hour shift modifications apply to **all** job classifications that are a continuous 24-hour, seven days a week

nature, unless specifically modified herein. **All** other provisions of the collective agreement shall apply.

1. Regular shift hours for those employees working the 12-hour shift are:
6:00 a.m. to 6:00 p.m. • Day Shift
6:00 p.m. to 6:00 a.m. • Night Shift
or other such hours as are mutually agreed to by the parties.
2. Employees will normally work an average of 42 hours per week.
3. All regular scheduled hours of work shall be paid at straight time.
4. Overtime:
Work in excess of regularly scheduled hours at time and one-half for the first two hours and double time thereafter.
Employees working on a regularly scheduled day off shall be paid at time and one-half for the first twelve hours worked and double time thereafter.
Overtime worked on Sunday shall be paid at double time.
5. Hours worked on a recognized Holiday shall be paid at double time.
6. For a vacation week, an employee will be paid the applicable percentage of the previous year's earnings, per week of entitlement, or forty (40) hours per week of entitlement, whichever is greater, regardless of the number of working hours scheduled within the seven day vacation week chosen.
7. **Recognized holidays shall be paid at 12 hours.**
8. Paid holidays that fall on a Saturday will be observed on Saturday and paid holidays which fall on Sunday will be observed the following Monday.

If Christmas falls on a Sunday it will be observed on the following Tuesday.

9. Premium pay only applies to hours worked on premium days.
10. Every attempt will be made to offer spares an average of 80 hours work per pay period. Any hours worked by a spare in excess of 84 hours per pay period will be paid at the appropriate overtime rate.
11. In a shutdown situation, all fulltime twelve (12) hour shift employees and any Spares that are filling in at that time will be paid overtime for the days that they are regularly scheduled off.

APPENDIX "F"
GUIDELINES FOR TRAINING TIME

The following time periods (working days), shall be used as reference for determination of future training requirements:

Truck Driver 35 ton+	(10days)
CCRO	(5days)
APCO	(5days)
Spare APCO	(90 days)
Production "B"	(55days)
Spare Production	(45days)
Physical Testers	(15days)
Cement Packers	(30 days)
Bulk Loaders	(15days)
Scalesperson	(15days)
Spare Scales/Packhouse	(60 days)
Predictive Lube	(100 days)
Predictive Maintenance	(260 days)
Storesperson	(5 days)
Labourer	(5 days)
Garage	(5 days)
Primary Crusher Op.	(5 days)
Loader Operator	(10 days)
Driller Blaster	(15days)
Backhoe Operator	(10 days)
Instrumentation	(30 days)
Machinist	(15days)
Quarry Utility	(40 days)
Electricians.....	(30 days)
Millwright	(15days)
Apprenticeships	(4 years)

May 18, 2005
(renewed)

Mr. Don Stroud
President
United Steelworkers of America, Local 9235
St. Marys, Ontario N4X 1B6

Dear Sir:

Re: Letter of Intent -30 Years Service

Each employee on the seniority list as at the date of ratification, on the anniversary of thirty (30) years of service, will receive a payment of one (1) weeks pay or 2% of payroll earnings for the 12 month period, ending with the pay period nearest to December 31st, whichever is greater.

This payment will continue each year thereafter so long as he is entitled to vacation.

Yours truly,
St. Marys Cement Company
St. Marys Plant
Marc Vermeire, Operations Manager.

May 18, 2005
(new OK by **Don Stroud**)

Mr. Don Stroud
President
United Steelworkers of America, Local 9235
St. Marys, Ontario N4X 1B6

Dear Sir:

Re: Letter of Intent - Remembrance Day and Birthdays

The parties hereby agree to the current language in the Collective Agreement, expiry date July 31, 2005 in regards to Remembrance Day and Birthdays for the balance of the 2005 year.

The parties also agree to revert to the new language in regards to Article 13 effective January 1, 2006

Yours truly,
St. Marys Cement Company
St. Marys Plant
Marc Vermeire, Operations Manager.

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