

between ST. LAWRENCE CEMENT, INC. MISSISSAUGA PLANT

and

CEMENT, LIME, GYPSUM AND ALLIED WORKERS DIVISION OF BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, **AFL-CIO-CFL.**

> OCTOBER 1, 1988 SEPTEMBER 30, 1991

INDEX

Article	Page
1 Purpose	1
2 Discrimination. 3 Hours of Work and Overtime. 4 Statutory Holidays. 5 Vacations with Pay. 6 Wage Rates.	2
3 Hours of Work and Overtime.	2
4 Statutory Holidays	6
5 Vacations with Pay.	8
6 Wage Rates	11
7 Seniority of Service	12
8 Lay-Off Procedure	18
9 Plant Committee. Grievance Procedure.	
and Arbitration	
10 Leave of Absence	23
11 Jury Duty and Bereavement	24
12 Strikes and Lockouts	25
13 Compulsory Check Off	26
14 Contract Work	27
15 GroupLife Insurance, Sickness,	· · · · - ·
and Disability Plan	29
16 Classifications and Wage Scales	31
Trade Appendix	
Trade Appendix	• • • •
16.03 Maintenance Items	34
16.04 Yard Crew Items	
16.05 C.O.L.A.	
16.06 Bag Bonus	
10.00 Dug Donus	

17 Pension Plan *	39 40
20 Clothing 21 Duration Appendix A - Training Shift Helper	
Console Operator General Shift Personnel Letters of Intent	45

THIS AGREEMENT made and entered into by and BETWEEN:

ST. LAWRENCE CEMENT, INC. MISSISSAUGA, ONTARIO

Hereinafter called the "Company" PARTY OF THE FIRST PART

and

CEMENT. LIME. GYPSUM AND ALLIED WORKERS DIVISION OF BROTHERHOOD OF **BOILERMAK-**ERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS. AFL-CIO-CFL

Hereinafter called the "Union" PARTY OF THE SECOND PART

ARTICLE 1 – PURPOSE

1.01 — The intention of this Agreement is to promote and improve industrial and economic relationships between St. Lawrence Cement, Inc. and its hourly paid employees, at its Mississauga Plant, Ogden Point Quarry and Cement Distributing Depots, represented. by the Cement. Lime, Gypsum and Allied Worker's Division of Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers. AFL-CIO-CFL. It is understood by both parties that their object is the protection of the best interests of the St. Lawrence Cement, Inc. and its employees. Both will abide by this Agreement and all mutual understandings, it being their purpose to settle all differences without disturbance to industrial peace.

1.02 — The Company recognizes the Union as the sole collective bargaining agency for its own employees, as mentioned above. The term "employee" or "employees" as and wherever used in this Agreement shall include all

production, maintenance, and laboratory employees but exclude office and laboratory personnel remunerated by monthly salaries, and foreman and persons above the rank of foreman.

ARTICLE 2 - DISCRIMINATION

2.01 — There shall be no discrimination or intimidation by foremen, superintendents or other agents of the Company against any employees because of the employee's membership in the Union or by virtue of holding office in the Union.

2.02— The Union agrees that no intimidation or coercion shah be **practiced** among the Company's employees in recruiting membership of the Union or for other purposes, and that there **shall** be no soliciting of membership, distribution of propaganda or transaction of any business of the Union on the Company's time or property save such as is **authorized** by this Agreement.

The foregoing shall not be held to restrict or interfere with the **right** of **individual** employees to converse freely with each other upon matters of interest to them during rest periods, lunch hour and like interludes.

2.03 — The Company and the Union agree that they will not discriminate **against** any employee because of race, religion, faith, creed, age, colour, sex or national origin.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.01 - The standard work week shall be one of five (5) consecutive days at eight (8) hours each, but this is not a guarantee of work to any employee for such hours or any other hours. The normal work week shall apply to all workers except shift workers; shift workers week shall be governed by Article 3.03. Saturday from 00:00 hours to 24:00 hours will be paid at one and a half (11/2) times for day workers.

3.02.1 - Overtime shall be divided equitably among employees performing a similar class of work over each three month period.

3.02.2 - Overtime refused will be counted as overtime performed on various department overtime sheets. Calculation on hours paid. Overtime sheets shall be given to the Union at the end of each three month period and any inequity shall be corrected in the **followig** three **month** period, provided that failure to do so will **allow filing** of a grievance for payment of overtime not equally divided.

3.02.2B - Overtime offered and not work shall be charged as if worked. Employees on leave of absence, sick leave, Workers Compensation, lay-off, vacation, shall he charged with overtime occurring in their absence. In the case of phone calls home, the individual to be charged if an adult answers the phone and, the employee is not available, or if there is no answer.

3.02.2C - During transfer relief employees must be asked for normal overtime in their regular department and may be asked in their transferred department if regular employees refuse. All overtime hours worked by employees, **in** their own department will be recorded on their regular departments overtime record. New employees or employees posting into a new department, shall be credited with the highest of the overtime of their department (or group - to which they are assigned plus one (**1**) hour.

3.02.3 - Work in excess of eight (8) hours in any day or shift shall be deemed overtime. Overtime shall be **paid for** at the rate of time and one half, except Sunday, **note** Article **3.04**, which will be paid at double time, up to ten (10) hours, provided that both daily and weekly overtime shall not be paid for the same hours. Shift workers are working five (5) consecutive days after which they will be off for fifty-six (56) hours.

3.02.4 - Double time shall be paid for all time worked in excess of ten (10) consecutive hours, exclusive of lunch period and in excess of ten (10) hours in any one (1) day or any twenty-four (24) hour period.

3.02.5 - An employee who works overtime shall not be required to take time off to offset such overtime.

3.03.1 - For the purpose of this Agreement, a day shall be considered as a twenty-four (24) hour **period**, for all hourly **paid** employees, **beginning** at **00:00** hours and ending at **24:00** hours, and the week shall be considered as forty (40) working hours.

3.03.2 STARTING TIMES

IPT	0000 0700 0730 0800 1500 1530 1600
Packing Plant	0000 0700 0730 0800 1500 1530 1600
Maint. Garage	0000 0700 0730 0800 1500 1530 1600
Maint. Quarry	0000 0700 0730 0800 1500 1530 1600
Maint, Yard	0000 0700 0730 0800 1500 1530 1600
Mech. & Electrical	0000 0700 0730 0800 1500 1530 1600
L&oratory	0600 - 0630
Production Shift	0000 0800 1600
10 hour shifts	0600 - 1600
12 hour shifts	0800 - 2000

In regard to four shift operation personnel, the week shall start at 00:00 hours, on the first day of their scheduled work week.

3.03.3 - Any deviation from these starting times shall be considered and treated in accordance with provisions of Article **3.07**. Any starting times earlier than stated shall be treated as call in, except from **12:00** to **16:00** hours Monday to Friday when occurring for training purposes at the applicable rate (not call in).

3.03.4 - Shift work to be **equalized** as much as possible in all

day worker departments.

3.04 - Sunday work to be paid at the rate of double time up to ten (10) hours - over ten (10) hours, triple time. This pertains to all departments.

3.05.1 When an employee is instructed to report to work during any hours in addition to his regular work, except immediately following his **regular** shift, a minimum of four **(4)** hours time shall be paid for such emergency calls at the rate of one and one **half (11/2)** times his **regular** rate for the first two hours; double time to be paid for four **(4)** hours for a second emergency call in any twenty-four **(24)** hour period.

3.05.2 - The purpose of call-in. work is to have work performed which is urgently required at that time. The first Job performed will be paid as a call-in. Additional Jobs performed during a **call**-in will be paid for according to additional time or a minimum of one (1) hour each at the applicable overtime rate.

3.05.2 • Call-in work extending over **24:00** hours on Sunday to be paid at Sunday premium rates.

3.05.4 - Weekend standby rate to be \$25~per normal weekend day, Statutory holiday day \$30.

3.05.5 - Any employee who has not been notified not to come to work and reports to work shall be paid four (4) hours at straight time. If he commenced to work and works any portion of his normal shift, he shall be paid eight (8) hours straight time.

3.06 - If any work is done during shutdown periods, such work is to be equally distributed among employees **insofar** as it is practical to do so.

3.07 - The Company agrees to post the change in schedule

for all employees two (2) days or forty-eight (48) hours in advance of new starting time in case of breakdown or emergency situation. Time and one half will be paid for the first day of schedule during the normal week if notification is not given. Double time will be paid for the first day of a schedule if notification not given, providing that the first working day of the schedule is on Sunday.

3.08.1 - Meal allowance to be paid at the following rates: October 1, 1988 \$6.50 Per the following conditions

3.08.2 - To an employee who works more than ten (10) consecutive hours scheduled or unscheduled and at the end of every four (4) consecutive hours worked thereafter, except the last.

3.08.3 - To an employee who is called out and works more than four **(4)** consecutive hours as well as after every four **(4)** consecutive call out hours worked thereafter, except the last.

3.09.1 - Each employee shall be given a ten (10) minute rest break with pay, **in** each half of their shit. Such break shall be given where possible at the **midvay** point in each half shift. Each employee shah be given afive (5) minute **wash**-up period, with pay, at the end of each shift, during which time employees will be allowed to leave.

3.09.2 - Employees working on regular continuous operating jobs must remain on their job until relieved by their replacement, or he has informed the supervisor, and **h**e shall be released by the supervisor providing the release of such employee will not interfere with the continuous and safe **operation** of the plant.

3.10.1 - Should an employee, other than shift personnel, be required to **work** through their lunch period, they shall be entitled to a twenty **(20)** minutes lunch break to be consumed as soon as the emergency work is over and be

paid thirty (30) minutes at overtime rate or he may choose to punch out after eight (8) hours of work and receive full payment for the full eight (8) hours. Shift personnel will be allowed their twenty minute break when operating conditions permit.

3.10.2 - Whenever twelve (12) hour shifts are in effect, the starting time shall be 08:00 hours or 20:00 hours and the employees shall have a twenty (20) minute lunch time, with pay, in addition to the provisions of 3.08.1. Lunch period to be given between fourth and fifth hours.

ARTICLE 4 - STATUTORY HOLIDAYS

4.01.1 - Employees covered by this agreement will be entitled to eight **(8)** hours regular pay for any of the Statutory Holidays provided:

The employees worked their regular shift or work hours on the work day immediately preceding and succeeding the holiday observed or was absent of the following reasons:

(1) Illness substantiated by proper medical documentation, lay-off, Workmen's Compensation Board illness or other leave of absence properly granted by the Company, provided the employee has worked within the thirty (30) day period immediately preceding the holiday; or

(2) serving on Jury Duty; or

(3) other reason acceptable to the Company.

4.01.2 - Probationary employees must have completed, immediately prior to the holiday, sixty (60) days continuous employment with the Company.

4.02.1 - Paid statutory holidays shall be: New Year's Day

Third Monday in February (until such time as the government properly designates a new statutory holiday), Good Friday Victoria Day Canada Day Civic Holiday Labour Dav Thanksgiving Day Christmas Eve Christmas Day Boxing Day New Year's Eve

4.02.2 - If any of the above holidays fall on a Saturday or a Sunday, the following Monday shall be observed and paid for as the holiday, providing that if December **24**, **25**, **26**, and **31**, and January 1 fall on a Saturday or Sunday, by mutual agreement between the Company and the Union, any of these holidays may be observed on any other work day.

4.02.3 Double time and one half (2 1 / 2) will be paid for all time worked up to eight (8) hours on a Statutory Holiday. All hours worked in excess of eight (8) hours on a Statutory Holiday will be paid at the rate of triple time and one half (3/1/2). Double time shall be paid for all hours worked on a Statutory Holiday by probationary employees who have not completed, **prior** to the Statutory Holiday, sixty (60) calendar days of employment. Work performed other than during an employee's regular shift or working hours, on a Statutory Holiday will be paid at the rate of triple time and one half (3/1/2) the regular rate.

4.03 - When any of the said holidays fall during the employee's vacation, they shall receive one (1) extra day or days full pay in addition to their regular vacation. The employee must take one (1) additional day off at the beginning or at the end of their vacation for each holiday occurring during their vacation period. The employee shall have the right to select such day(s) provided that they give

notice to the Company on the day their vacation is confirmed, otherwise the Company shall have the right to select such day(s). If such employee is requested to work and they work, such work shall be deemed and paid as contemplated in **4.02.3**. On the present four **(4)** shift operation, if a Statutory Holiday(s) fall on an employee's scheduled day(s) off, the employee's first scheduled shift(s) at regular rate following the Statutory Holiday(s) shall be observed and paid for as the holiday(s) instead of the actual holiday(s).

4.04 - The Company agrees that although the manufacture of cement requires that operations be **continuous**, it will reduce operating personnel to a minimum, which in the opinion of the Management is required to **maintain** operating continuity on the above holidays.

4.05 - The Company shall post the notice of those employees who are to work on the holiday at least three (3) working days prior to such holiday.

ARTICLE 5 - VACATIONS WITH PAY

5.01.1 - Vacation will be taken on a calendar year basis effective January 1. Calendar year is the year when the employee started to be employed by the Company, i.e., date of hiring August 1978, first calendar year is 1978.

5.01.2 - During the first calendar year of employment, vacation will be earned at the rate of one (1) day per month of employment to a maximum of ten (10) working days. This vacation may be taken at any time during the second calendar year.

5.01.3 - After the completion of the second calendar year, the employee may take his earned two (2) weeks vacation at any time during the third calendar year. The two (2) weeks will be paid at the rate of eighty (80) hours at regular time for non-shift workers, and at the rate of eighty-four (84) hours

at regular time for shift workers or four (4) per cent of gross wages earned during the previous **calendar** year in accordance with the Statement of Remuneration paid (T-4 Slips, Box C) filed by the Company, whichever is greater.

5.01.4 - After the completion of the fourth calendar year, the employee will be entitled to three (3) weeks of earned vacation which may be taken at any time during the fifth calendar year. The three (3) weeks of vacation will be paid at the rate of one hundred and twenty (120) hours at regular time for non-shift workers and at the rate of one hundred and twenty-six (126) hours at regular time for shift workers or six (6) percent of gross wages earned during the previous calendar year in accordance with the Statement of Remuneration paid (T-4 Slips, Box C) filed by the Company, whichever is greater.

5.01.5 - After the completion of the eighth calendar year, the employee will be entitled to four (4) weeks of earned vacation which may be taken any time during the ninth calendar year. The Four (4) weeks vacation will be paid at the rate of one hundred and sixty (160) hours at regular time for non-shift workers and at the rate of one hundred and sixty-eight (168) hours at regular time for shift workers or eight (8) per cent of gross wages earned during the previous calendar year in accordance with the Statement of Remuneration paid (T-4 Slips, Box C) filed by the Company, whichever is greater.

5.01.6 - After the completion of the eighteenth calendar year, the employee will be entitled to five (5) weeks of earned vacation which may be taken at any time during the ninteenth calendar year. The five (5) weeks will be paid at ten (10) per cent of gross wages earned during the previous calendar year in accordance with the Statement of Remuneration paid (T-4 Slips, Box C) filed by the Company, whichever is greater.

5.01.7 • After the completion of the thirtieth calendar year, the employee will be entitled to six weeks of earned vacation

which may be taken during the thirty **first** calendar year. The six weeks will be paid at twelve per cent of gross wages earned during the previous calendar year in accordance with the Statement of Remuneration Paid (**T**-4 Slips, Box **C**) filed by the Company, whichever is greater.

5.02.1 - In the selection of dates, employees will be permitted to choose up to three (3) weeks of their vacation on a seniority basis in the period of June 15 to September 15 in any year. No more than twenty (20) per cent of the permanent working force, in any department, is to be absent on vacation at any time. It is understood that vacation scheduling will not interfere with the orderly operation of the plant. Vacation dates shall be selected and marked on the vacation sheet before April 30 of each year. Any employee failing to do so shall use only vacant days. The Company agrees to give the vacation pay to which the employee is entitled one (1) week preceding such vacation, providing adequate notification of two (2) weeks is supplied.

5.02.2 - When operating conditions permit, vacation restrictions may be amended to allow extra personnel to take vacations at the same time.

5.02.3 - Employees vacation period will begin on the first day of their regular work week and will end at the starting time of their first regular scheduled shift after their vacation. Consideration will be given on starting on other than the first day of their regular work week when warranted, in any case vacations must be taken in units of a work week. When a stat holiday falls during an employees vacation, then their vacation will end on the beginning of their first shift, after the day they observed as the statutory holiday. If an employee should observe the statutory holiday before his scheduled vacation starts, then his vacation ends on the starting time of his first regular scheduled shift after his vacation is finished.

5.04 - No employee shall be entitled to vacation with pay under the provisions of Article 5 unless he has actually

worked as an **employee** of the Company for a minimum of **500** hours during the calendar year period January 1 - December 3 1.

Time that an employee receives Weekly Indemnity and Compensation payments shall count as time worked.

An employee who is not entitled to full vacation pay under this clause shall receive the applicable percentage of his gross earnings based on seniority.

ARTICLE 6 - WAGE RATES

6.01 - The wage scales covered by this Agreement are attached hereto as Article 16.01 and become effective October 1,1988, and will remain in effect until September 30, 1990.

6.02 - If a new job is created or an existing job is materially changed, an applicable rate shall be negotiated between the **parties** and in the event of failure to reach an agreement, will be subject to arbitration procedure as contained in this Agreement. It is understood between the parties that prior to reaching agreement on this wage rate the Company may fill the position but that the wage rate shall be retroactive to the date on which the position was filled.

6.03 - The rate of pay of any employee who is temporarily required to fill the place of an employee receiving a lower rate shall not, for that reason, be reduced, and any employee who is required to **perform** work for which a higher rate than that of their classification is paid, shall receive such higher rate of pay. Any employee required to work on two (2) or more jobs having different rates shall be paid the rate of the highest rated job for his entire work day.

6.04 - No employee shall be entitled to hold more than one relief position in addition to his regular classification.

6.05 • A shift premium, of forty five **(\$0.45)** per hour will be paid to employees. on the afternoon shift and **sixty** cents **(\$0.60)** per hour **will** be paid to employees working on the night shift. To receive the shift premium, employee(s) must be assigned to shift work.

ARTICLE 7 • SENIORITY OF SERVICE

7.01 - The Company accepts the principle of seniority of service. This principle shall be applied as follows:

Seniority of service shall date from the Employee's most recent starting date with the company in local lodge D 366.

7.02.1 - The Company will establish a seniority list to be revised **semi-annually indicating** the status of all present employees in order of the date of their employment with the Company. Fifteen (15) copies of the seniority list to be given to the union.

7.02.2 - New employees shall not be placed upon the seniority list until they have worked and earned pay for fifty scheduled working days with the Company.

7.02.3 - The Company agrees to notify the Plant Union Chairman of **name**, date and position of new employees hired, also termination dates and names.

7.02.4 - It is agreed that students may be hired to work within the bargaining unit for up to four (4) calendar months. Students shall be required to pay an amount equivalent to Union Dues, but shall not be required to pay the initiation fee. Such students shall receive the applicable hourly rate. The term 'student' shall apply only to persons hired who have completed the previous school year or are scheduled to return to school the following year. Should a student decide to become a permanent employee, they must advise the Company and at that time will be required to serve a probationary period, as stated in Article 7. The seniority date will be the date of hire.

7.03.1 - Job requirements outlined in job postings are not to be changed without mutual agreement.

7.03.2 - When a new job is created or a vacancy occurs, it shall be posted by the Company for five (5) working days, excluding week-ends and Statutory Holidays, so as to give all interested employees the chance to apply in writing for such jobs. All jobs will be posted within seven (7) days.from the time the vacancy occurs, except when equipment 1s not operating or when the job 1s discontinued.

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

seniority
requirements of the job.

When factor 2 is deemed to be adequate, then seniority shall govern. This selection shall apply to all vacancies or new jobs including the laboratory.

7.03.4 - An employee going on vacation who wishes to make an application for specific vacancies that may arise during their absence, must complete application forms and leave them with the Supervisor immediately prior to their departure.

7.04.1 • Any employee selected will be given a fair trial not exceeding thirty (**30**) working days in the new classification except as outlined for those classifications in the training manual. If at any time during the trial period they have not proven themselves capable of performing the duties of the new position, they shall revert to the position they had previously held. Any employee so demoted shall have their case discussed with the Officials of the Company by the Union Committee. If no satisfactory settlement is reached Union Committee. If no satisfactory settlement is reached, it is understood the matter will be resolved through the Grievance Procedure.

Note: Regarding Apprentices - see Trade Appendix Regarding Production Training Manual - see Appendix A

7.04.1b - Any employee who after successfully bidding for a posted job, who voluntarily withdraws from the new job position, will be disqualified from bidding for a one year period.

Day shift employees who successfully bid for and are awarded a job posting in a classification "7" or higher on shift, will be required to remain on shift for a minimum period of 12 months.

Shift employees may bid for a higher classification job at any time.

Shift employees who bid and are awarded a lower classification Job will be required to remain in such **classification** for **12** months, except where the union and the company mutually agree otherwise.

7.04.2 - Should the selected applicant decide to withdraw from the new job within the trial period, or should he fail to perform the new duties during the trial period, this withdrawl or failure will cause a vacancy and the next qualified applicant on the job posting list will get the job and the employee shall revert to his former positron.

7.04.3 - During the trial period the Supervisor shall make a progress report at the end of ten (10) days, twenty (20) days, and thirty (30) days except as outlined for those classifications in the training manual. The report will be in triplicate, one copy to the employee, one to the Plant Union Chairman and one copy to the Labour Relations Supervisor. Upon failure to submit a report on the trainee, it will be understood that the trainee's performance has been judged satisfactory.

7.05 - When a posted position has been tilled, the Company will post the name of the selectee within four (4) days regardless of whether they started to perform their duties at that time or at a later date.

7.06.1 - When an employee is awarded a new job of a higher classification and for which a higher rate than that of their former classification is paid such higher rate shall become effective immediately **after** the employee assumes his new duties or within thirty (30) days, if **b** has not assumed his new duties.

7.06.2 When an employee is awarded a new job of a lower classification, which shall be by their own choice, and for which a lower rate than that of their former classification is paid, such lower rate shall become effective immediately after the employee is relocated to his new position.

7.06.3 - When an employee is not going to be placed on an awarded position within thirty (30) days, the Plant Committee, with the employee, will meet with Management to find a solution.

7.07 - An employee who job is permanently discontinued by technological change or otherwise may apply in writing for a job in his or any other department and be considered for the job in accordance with the provisions of section **7.03.3** and **7.04.1** of this agreement.

7.08.1 - Seniority of service shall continue to accumulate during any lay-offs or periods of absence through proven sickness or injury. Seniority shall be determined from the date of original employment, but an employee shall lose their **seniority** if:

- (1) they quit voluntarily
- (2) they are dismissed for cause and not reinstated through the Grievance Procedure
- (3) they are absent for three (3) consecutive working days without permission
- (4) they do not return to work within seven (7) calendar days after receiving notification either

by **messenger** or by registered mail to their last known ad**dress** on the records of the Company

(5) they are laid off for a period equal to their seniority at their time of layoff or for a period of two years whichever is the greater.

7.09 - The period spent by an employee in service with the Canadian or Allied Armed Forces, within the meaning of the definition in the reinstatement \mathbf{m} the Civil Employment Act, 1942, of the Dominion of Canada, as amended, shall be considered as service within the Company for the purpose of establishing Company seniority, provided said employee reenters the employ of the Company within six (6) months of discharge from the Canadian or Allied Forces.

7.10.1 - Any employee may be transferred to another department or occupational group if the employee so agrees and shall suffer no change in seniority thereby. The Company will notify the Plant Union **Chairman** whenever an employee is transferred.

7.10.2 - In any four shift operation, personnel involved shall not be subject to any financial loss resulting from a change from one shift to another shift, within the four shift operation. In cases where an inter-shift transfer takes place, the Company shall compensate the personnel involved with a payment equal to the loss suffered by the employee for a period of one (1) month from the effective date of transfer.

7.10.3 - Employees requesting a job or shift change will not be entitled to compensation for any loss due to this change.

7.11. I • The Company agrees that insofar as it shall be possible to do so, it will give notice of its intention to close down any of its operations, and will give such notice as is possible of its intention to decrease the number of personnel employed as may be from time to time essential because of business or seasonal conditions.

7.11.2 - The Company agrees that should the opening of a new plant result in lay-off of an employee at the Mississauga Plant or Ogden Point Quarry, such an employee may apply for employment at the new plant prior to its start of operation and their application shall receive preference over similar applications from persons outside this bargaining unit. Any employee transferring directly to the new plant without break of service shall carry his pension, security plan, insurance benefits, seniority and vacation credits with tim.

7.12.1 • The Company reserves the right to discharge or suspend any employee for good and legitimate reason(s). The discharge of a probationary employee shall not be the subject of agrievance hereunder. The Company shall **notify** the Union, **in** writing within five days of the discharge or disciplinary time off of any employee, other than a probationary employee, stating the reason(s) for such action. Any employee who is discharged or suspended must file an appeal, in writing, within ten working days of receiving notice of such discharge or suspension or the right to appeal is lost. A proper **appeal** will be taken through the Grievance Procedure at step **2**. Should the employee not be prepared to accept the decision arrived at step **2**, or should the Company representatives fail to give a decision within one week, then the appeal shall be immediately taken at step **3** of the Grievance Procedure.

7.12.2 - If the grievance is not adjusted within seven (7) working days, then it shall be referred within five (5) days to a single arbitrator selected by the Labour - Management Arbitration Commission, or a Board of Arbitration, which may:

(.1) uphold the Company's action

(.2) uphold the employee's appeal and reinstate the grievor to their former position without loss of wage rate or seniority and with full pay for all loss of time, or

(.3) award such lesser penalty as the Single Arbitrator, or or Board of Arbitrators, may deem fair and proper.

7.12.3 - It is further understood that the **grievor's** health and welfare and pension benefits will **remain** in force pending the Arbitrator(s) decision.

7.13 - The Union agrees to co-operate with the Company in regard to valid discipline and Company rules, and will make every effort to combat **misdemeanors** which may be considered cause for discharge and to support the Company's action in the treatment of same. Each **offense** shall remain on the record of the employee for a period of eighteen (18) months after which it shall automatically be removed and destroyed.

7.14 - Any employee who is to receive a written warning, suspension or discharge, shall be removed from their work station and taken to a private office. The employee's steward shall be present during the interview and the foreman shall advise the employee of the **offense** committed. After a full investigation of the details, the Director of Personnel will advise the employee, and the Union, in writing of the penalty to be imposed within six (6) working days from the day in which the **offense** occurred.

ARTICLE 8 - LAY-OFF PROCEDURES

8.01 - The **Company** reserves the right to lay off employees. In the case of lay-off the least senior employee shall be laid off first. Senior employees have the **priviledge** of lay-off if requested provided the plant operation is not affected and a junior qualified person is available. Upon recall after lay-offs, the most senior employee shall be called back first. If the Union **disagrees** with any action of the Company in regard to lay-offs or recall, after lay-offs, the Company will meet the Plant Committee and endeavour to reach an agreement according to article 9 of this agreement.

8.02.1 - When an employee will be temporarily laid off for

fourteen (14) calendar days or more, and who has the required seniority, may apply in writing for a job in their or any other department, and if they can satisfactorily perform the job without a training period, they shall replace the regularly classified employee and will be paid at the wage rate of the new job.

8.02.2 - On total recall an employee exercising his rights under **8.02.1** shall revert to then former position.

8.03 - Lay-offs are to be done in accordance with the Ontario Employment Standards Act.

8.04 - The Company agrees to grant top seniority in case of lay-offs, to the following Union Representatives but in accordance with the provisions of Article **8.02.1**:

President

Plant Union Chairman

Stewards, providing that their department is **scheduled** to work.

ARTICLE 9 • PLANT COMMITTEE GRIEVANCE PROCEDURE AND ARBITRATION

9.01.1 - The Company agrees to recognize 10 elected representatives of Lodge **D** 366 as the in-house Union Committee. They are as follows - 1) Plant Union Chairman and one Steward from each of the following areas: Packhouse, In-Plant Transport, Maintenance including Stores, Yard Crew, Quarry, and one for each shift for a total of nine.

The Company also **recognizes** each employee's right to hold office in his local and will allow **sufficient** leave (without pay) for that job to be carried out.

9.01.2 - For the purpose of solving plant controversies or

other problems other than grievances, a plant committee of four (4) representatives of management **and** four (4) representatives of the Union (Plant Union Chairman and three (3) stewards) shall meet as required or at the request of either party. Meetings shall take place during working hours with no loss of pay for Union representatives in attendance.

9.01.3 - The Plant Union Chairman shall be allowed a reasonable amount of time (without loss of pay) for the purpose of servicing the contract.

9.01.4 - The Union agrees to furnish the **Company** with the names of the Plant Union Chairman and **Stewards** who are **authorized** to carry out the provisions of this section.

9.01.5 - The Plant Union Chairman to be on days. The employee will be paid the applicable rate for job he or she is performing.

9.01.6 - If additional departments or shifts are created, the parties agree to negotiate further representation.

9.02 - For the purpose of adjusting grievances, the Company shall **recognize** a grievance committee to process grievances as outlined in section **9.05**. Meetings of the grievance committee shall take place during working hours with no loss of pay for the representatives of the Union attending the meeting(s). In each case, the Plant Union Chairman and/ or Steward shall be **permitted** to use a reasonable amount of time to investigate the grievance. In each case, the Plant Union Chairman and/or Steward shall give notice to their immediate supervisor of the need of those investigations.

9.03.1 The Company and the Union agree that they will endeavour to settle grievances as promptly as possible. All **grievances** shall be submitted in writing on forms provided for this purpose by the Company.

9.03.2 - The Union agrees to furnish the names of the Plant Union Chairman and Stewards who are authorized to carry

²¹

out the provisions in Section 9.02.

9.04 - All decisions arrived at by agreement between the **authorized** Management of the Company and the Grievance Committee with respect to grievances shall be final and binding upon the Company, the Union and the employees.

9.05 - A grievance must be presented within (5) five working days ofthe act causing the grievance but not thereafter. The working days referred to in this paragraph shall be the working days of the grieved employee.

First Stage: By an employee, his Union Steward, Supervisor, and his General Supervisor and if not settled within one (1) week after such meeting then,

Second Stage: Between employee, Plant Union Chairman, the Supervisor and the Industrial Relations Supervisor if not settled within one (1) week then,

Third **Stage:** Between the District Representative, the President of **Lodge** D **366**, the Plant Union Chairman, and the Director of Personnel and Industrial Relations, Industrial Relations Supervisor, Department Manager. If not settled within seven (7) working days, then

Fourth Stage: By a single Arbitrator under section (45) of the Labour Relations Act or a Single Arbitrator selected by the Labour Management Arbitration Commission or by a Board of Arbitration, as chosen by agreement of both parties.

9.05.1 - Grievances involving more than one employee: the union will select one representative to attend at the grievance stages as outlined above.

9.06 - The Board of Arbitration to be selected in the following manner:

The Union shall select one (1) arbitrator and the Company shall

select one (1) arbitrator and the two so selected shall endeavour to select a mutually satisfactory third arbitrator who shall be the Chairman of the Arbitration Board. In the event the Arbitrators selected by the union and the Company are unable to agree upon the third arbitrator, he shall be appointed by the Minister of Labour for the Province of Ontario. The decision of the Arbitration Board shall be either unanimous, or failing that, a majority, or failing a **majority**, the decision of the Chairman. The decision shall be **inal** and binding on all parties involved.

9.07 • Policy Grievance: Any difference arising directly between the Company and the Union involving the interpretation of alleged violation of this Agreement may be submitted in writing by either party at the third step of the grievance procedure in section.

9.08 - Grievance in writing must be accepted at steps one and two. Failure to do so will cause the Grievance to proceed to steps two and step four respectively.

9.09 -The Arbitration Board shall not alter, add to, subtract from, modify or amend any part of this agreement.

9.10 - The expense and compensation of the arbitrators selected by the Parties shall be borne by the respective **organization** selecting them. The expense and compensation, if any, of the Chairman of the Arbitration Board shall be divided equally between the Company and the Union. Full use shall be made of the services provided by the Ministry of Labour.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 - Any request for leave of absence for a period in excess of three (3) consecutive working days must be made in writing to the Supervisor of Labour Relations, who will reply in writing with a copy to the Union.

10.02 - Vacations must be exhausted prior to a leave of

absence being granted.

10.3 - Employees elected or appointed as delegates of the Union, not exceeding **five (5)** in number at any one time, provided that it does not unduly interfere with operations, shall be given reasonable leave of absence without pay to enable them to perform duties of such office provided that their request for such leave of absence is transmitted to the Management of the Company at least seven days before the first day of the period for which the leave of absence is requested.

10.04 - Any employee elected or appointed to a full time position with the Cement, Lime, Gypsum and Allied Worker's Division of Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO-CFL, or any of its subordinate bodies shall be granted an indefinite leave of absence providing ten (10) days notice is given the Company prior to beginning of such leave. During such leave, seniority shall not continue for purposes of pension, insurance benefits shall be suspended after thirty (30) days of such leave and will again be in effect the first day of returning to work with the Company. Upon returning to work, such employees will be reinstated in their former job, providing it is still in existence. If not, they shall be eligible to apply for any job within the bargaining unit by means of existing procedure or by bumping.

10.05 - Upon written application to the Director of Personnel and Industrial Relations. an **employee** with at least one (1) year seniority may for good and **sufficient** cause be granted a leave of absence without pay for a limited period not to exceed sixty (60) days provided that no disruption to operations will occur. Such leave of absence may be extended, upon request to the Company.

10.06 -The Company will notify the Plant Union Chairman of any leave of absence granted, or refused. In cases of refusal, reasons to be specified on Leave of Absence Application. Any employee on leave of absence who

engages in other employment or fails to report for work on the expiration of their leave shall be deemed a voluntary quit.

10.07 - A leave of absence obtained under false **pretenses** shall be cause for discharge or disciplinary action.

10.08 - The Company agrees to grant immediate leave of absence(s) to any employee who holds the position of President or Vice-President of the Local Union, to attend any official business pertaining to ail Units comprising Lodge D **366**, providing that a replacement can be found. Every effort will be made, by both parties to find a replacement.

10.09 - When a union employee is offered a salaried position with the company, he/she will be allowed to take a leave of absence from the union for 3 months without loss of seniority. If the employee wished to return to the bargaining unit he/ she will be placed in any available position open at that time.

ARTICLE 11 - JURY DUTY AND BEREAVEMENT

11.0 I - An employee who is called or subpoenaed for Jury or Witness Duty shall be excused from work for any day on which they report for such Jury or Witness Duty, and shall receive for each such day on which they otherwise would have worked, the difference between eight times their regular hourly rate and the payment they receive for Jury or Witness Duty. Should an employee be required to work the midnight shift the day going on Jury duty, they shall have that shift off with full pay and be paid as above. Employees subpoenaed for Jury or Witness Duty to immediately notify the Company.

11.02.1 - Should an employee's father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, **brother**-in-law, or sister-in-law die, an employee, on request, will be excused with pay, for any 3 regularly scheduled working

days, a maximum of 6 days in the case of multiple deaths on the same date, (or for such fewer days as the employee may be absent) immediately following the date of death(s).

11.02.2 - Should an employee's grandfather, grandmother, or grandchild die, an **employee**, on request will be excused with pay, for a maximum of 2 regularly scheduled working days, a maximum of 4 days in the case of multiple deaths on the same date, (or for such fewer days as the employee may be absent) immediately following the date of death(s).

11.02.3 - In all cases, application for bereavement entitlement, including proof of death, must be made to and approved by the Director of Personnel and Industrial Relations.

11.02.4 -The above benefits shall not be implemented if the bereavement period falls during sick leave, accident leave, lay-off, leave of absence or vacation period.

ARTICLE 12 - STRIKES AND LOCKOUTS

12.01 - During the term of this Agreement and in consideration of the relations established by it, it is agreed that neither Union nor its representatives nor any member of it shall cause, sanction, **authorize** or take part in any strike, either partial or complete, interfering with or causing interruption or stoppage of production, nor shall the Company cause or practice any lockout.

ARTICLE 13 - COMPULSORY CHECK OFF

13.01.1 - The Company shall deduct from the pay of all employees covered by this Agreement, on the first pay day of each calendar month, a fixed sum of money equivalent to the monthly Union dues and shall remit the same prior to the last day of said month in which the deduction is made, by cheque to the Financial Secretary, Cement, Lime, Gypsum and Allied Worker's Division of Brotherhood of

Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO-CFL, and marked "for deposit only".

13.01.2 - The said sum shall be accepted by the Union as the regular monthly union dues for those employees who are members of the Union and the sum so deducted from non-Union employees shall be treated as their contribution towards the expenses of maintaining the Union.

13.02 - Upon completing the probationary period, the employee shall have deducted from his pay, an amount to be remitted to the Financial Secretary Treasurer Cernent, Lime, Gypsum and Allied Workers' Division of Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO-CFL, in the form of a cheque and marked "for deposit only". Total amount of Union Dues (not initiation fees) paid by an employee shall be included in the T-4 Slip.

13.03.1 - All employees who are members of the Union in good standing as of the effective date of this Agreement, shall continue their membership as a condition of employment.

13.03.2 - All employees hired after the effective date of this Agreement shall become and remain members in good standing of the Union, as a condition of employment, as soon as their probationary period is over.

13.04 - The Company agrees to furnish bulletin boards of its own selection to be located in conspicuous locations in the operations, for exclusive use of officials of the Union for posting of notices to bear the seal of the union and signature of its proper officials.

Bulletin Boards - Mechanical Maintenance (Electrical Maintenance - Stores) Yard - Packing Plant - Production - In Plant Transport - Old Guard House - New Change Room Lobby.

ARTICLE 14 - CONTRACT WORK

14.01 - The Company reserves the right to contract out any work of a construction, **quarry** operation and transportation **nature**, provided that all **Company** employees who are on the **seniority** list are in full employment of the Company at the time of contracting out.

Explanation of the above:

The Company will not contract for production or maintenance work customarily performed by its own employees, so long as the Company has the facilities, equipment and **trained** personnel available to properly perform the work required.

14.01.2 - The provision does not apply to new construction or to construction in major modification work.

14.02.1 - The Company agrees to notify the Union in advance and to meet with the Union upon the request of the Union for explanation of the reasons causing the Company to decide to contract any production and maintenance work.

14.02.2 - If policy grievance is filed by the Plant Union Chairman for the second time, an equivalent to four (4) hours shall be paid at applicable wage rate to Local Charitable Organization.

14.03.1 - No persons outside the bargaining unit shall perform work that is customarily performed by employees in the bargaining unit, except as outlined in the following:

(.1) to instruct, inspect, experiment

(.2) in the case of an emergency, to avoid injury or loss of life or damage to property, material or machinery.

14.03.2 - For any violation of Article **14.03**, the Company shall be required to pay a minimum of four **(4)** hours pay at the applicable **overtime** rate to the most **senior** employee(s) who **is** qualified to perform the type of work **involved** and who files a grievance that is found to be valid. Any settlement under this Section shall not exceed the number of contracted employees not total hours worked.

ARTICLE 15 - GROUP LIFE INSURANCE, SICKNESS AND DISABILITY PLAN

15.01 - For the life of this Agreement the Company will continue the **Group** Life Insurance, Sickness and **A.D.** and **D.** Plans at the **follo**wing scales:

Group Life	Oct. 1/88	Oct. 1/89	Oct. 1/90
Insurance	33 000	34 000	35 000
A.D. and D.	33 000	34 000	35 000

Employees retiring at age 65 with minimum 12 years service $33\ 000$ Life Insurance.

15.02.1 - Weekly Indemnity Payment is **24** times hourly rate. Weekly Indemnity will be paid on a five schedule work day basis. Weekly Indemnity is payable on the first day of accident and the fourth day of sickness for a total of twenty-six **(26)** weeks.

LTD. A payment of **\$1000 max** per month will be paid to employees on LTD. The term of this payment will vary depending on length of service up to age **65**.

0 - 10 years 10 year maximum over 10 years equal to length of service

The LTD is exclusive of all other payments.

15.02.2 - The Company pays for second and third scheduled work day at one **fith** weekly indemnity rate for sickness provided medical certificate presented to Medical Department.

15.03 - No deductible on the Group Insurance Plan.

Dental Plan, Canada Life. Routine treatments, no maximum. Major treatments, maximum \$1 000 per year per person.

Co-Insurance: **80%** for routine and **50%** for major. Deductible: **\$10 (2** per family).

15.04.1 - Dental Plan will be updated to: ODA YEAR 1988 1989

1988	1989
1989	1990
1990	1991
15 04 2 Now ample	waas will not be cover

15.04.2 - New employees will not be covered for dental plan until they have completed one year of seniority.

15.05.1 - The Company agrees to pay one hundred percent of the premium payable under the Ontario Hospital Insurance Plan for the life of this Agreement, Oct. **1, 1988** to Sept. **30, 1991**.

15.05.2 - If at any time the premium for this plan is reduced, the Company shall receive the benefit of that reduction.

15.05.3 - If Government Legislation or Regulation is enacted that alters or amends the premium payment method of any of the Company paid benefits, the Company shall stop all payments under the old system, using the **funds** thereby to make payment under the new method. The Company is to receive the benefit of any reduction in costs generated by the change.

15.06 - Effective Oct. **1**, **1988**, a Family Vision Care Programme providing \$100 of coverage per family member every two years and subject to the conditions as described in the Health Protection Benefits booklet was established.

15.07 - Benefits in this Article, section $15.05\ \text{excluded},\ \text{apply}\ \text{only}\ \text{to}\ \text{employees}\ \text{who}\ \text{have}\ \text{completed}\ \text{their}\ \text{probationary}\ \text{period}.$

15.08 - The Company to provide the Union with five (5) copies of the Master Policy of the plans contained in the article.

15.09 -The Company will continue to provide **O.H.I.P.** and Drug Plan coverage to employees who retire early **and** are **60** years of age with a **minimum** of **20** years of service.

ARTICLE 16 - CLASSIFICATIONS, WAGES AND C.O.L.A.

 $16.01.1\mathchar`-$ The following rate and classification shall apply for the duration of this Agreement.

CLASS No. Classifications	Effective Effective Effective Oct. 1/88 Oct. 1/89 Oct. 1/90	I
Probationary Employee	\$12.17 \$12.72 \$13.27	
l Labourer	14.23 14.87 15.51	
2 Yardman	15.20 15.88 16.56	
3 Packer Loader Oiler C	15.34 16.03 16.72	
4 Yardman Senior Crusher Convey or Att. Mobile Vacuum Laboratory Helper B	15.48 16.18 16.88	
5 Crusher Attendant	15.61 16.31 17.01	
6 Dust Collector Man Ist Year Boat Loader Quarry Boat Loader/ Unloader Bulk Loader Bulk Loader Scaleman Bulk Loader Switchman Shift Helper Oiler B Ist Year Storeman	15.75 16.46 17.17	
7 Locomotive Operator	15.88 16.59 17.30	

21

,

8 2nd Year Dust Collector Man Gardener A Laboratory Helper A Storeman Truck Driver - Plant Primary Crusher Operator - Gyro.	16.02	16.74	17.46
9 Packhouse Man Senior Crane Operator	16.16	16.89	17.62
10 Coal System Attendant Loader Operator Machine Attendant Jr. Kiln Helper Dust Collector Man 3rd Year Senior Crane Operator	16.29	17.02	17.75
11 Machine Attendant Sr. Oiler A Sr. Dust Collector Man (1 only) Driller Blaster	16.56	17.31	18.05
12 Shipper Receiver Tower Operator	16.70	17.45	18.20
13 Loader Operator 15 Yard & Over Shovel Operator Senior Oiler (Note 1 only)	16.97	17.73	18.49
14 Burner Material Tester	17.65	18.44	19.23

15 Console Operator B up to 400 hours of Solo Operation	17.79	18.59	19.39
16 Console Operator	18.33	19.15	19.97
Trade Appendix	Effective Oct. 1/88	Effective Oct. 1/89	Effective Oct. 1/90
Journeyman	17.65	18.44	19.23
Senior Journeyman	17.92	18.73	19.54
Maintenance Crane Opr.	17.24	18.02	18.79
Trade Apprentices			
lst Year	15.61	16.31	17.01
2nd Year	15.88	16.59	17.30
3rd Year	16.16	16.89	17.62
4th Year	16.43	17.17	17.91

Trades Premiums: Certified Millwrights, Electricians, Motor Mechanics, and Carpenters (Journeyman 1 st Class) holding a Provincial Trades ticket recognized in the Province of Ontario and classified under this agreement shall receive a premium of 10 cents Oct. 1/88, in&easing to 20 cents Oct. 1/89 and increasing to 40 cents Oct. 1/90. This payment will be calculated on actual hours worked.

Note: All current employees in the maintenance department in the above mentioned trades as of Oct. 1, 1988 will receive the trades premium.

Maintenance trade scheme under Department of Labour: Leading duties deleted from Senior Journeyman requirements. Certified welder, and kiln liner to be included in Senior Journeyman list.

Tool Allowance Payments Electricians	\$50.00
Fourth Year Apprentice Electricians Third Year Apprentice Electricians Second Year Apprentice Electricians First Year Apprentice Electricians	50.00 50.00 35.00 35.00
Millwright Maintenance Fourth Year Apprentice Millwright Third Year Apprentice Millwright Second Year Apprentice Millwright First Year Apprentice Millwright	100.00 80.00 60.00 45.00 25.00
Motor Mechanic Fourth Year Apprentice Motor Mechanic Third Year Apprentice Motor Mechanic Second Year Apprentice Motor Mechanic First Year Apprentice Motor Mechanic Motor Mechanic Helper Building Repair Man	$130.00 \\ 125.00 \\ 90.00 \\ 70.00 \\ 40.00 \\ 15.00 \\ 100.00$
Norblo Man	25.00

ST. LAWRENCE CEMENT, INC. AND MINISTRY OF COLLEGES AND UNIVERSITIES

APPRENTICESHIP PROGRAM

Requirements: Minimum of grade 10 - proof to be supplied (English, Mathematics and Science required subjects).

Three periods of Ministry of Colleges and Universities Trade Course:

First Period - 8 weeks (heavy duty mechanic 12 weeks) Second Period - 7 weeks Third Period - 7 weeks

Ministry of Colleges and Universities registration fee must be paid by applicant.

Weekly wages of **Apprentice** will be made up by the Company (difference **between** Ministry of Colleges and Universitiess **pay and allowance** and weekly salary **S.L.C.**) minus **\$10.00 per week**,

The **\$10.00** per week will be paid back on successful completion of each Ministry of Colleges and Universities Instruction Course.

Each Apprentice is **responsible** for providing proof of attendance at school to the Company.

Apprentice will attend approved trade related night school courses (four courses to be taken as laid down in Apprenticeship training schedule).

Company will pay 75% of night school course fee.

As per Trades Appendix	0 - 2000 hours (first year)
As per Trades Appendix	2,000 - 4,000 hours (second year)
As per Trades Appendix	4,000 - 6,000 hours (third year)
As per Trades Appendix	6,000 - 8,000 hours (fourth year)

Hours calculated on regular working hours and school attendance.

Each **Apprentice** to be reviewed at the end of each trade year, by **Plant** Manager and Maintenance Manager, Plant Union Chairman and Maintenance Steward.

Assessment of each Apprentice will be taken from school and supervisor's progress reports.

If assessment is positive, Apprentice will move up two classes. If assessment is negative, Apprenticeship will be discontinued - Apprentice is then governed by item #3.

Dates of entering Mechanical Electrical and Maintenance Department and acceptance by Ministry of Colleges and Universities will be used.

Termination of Apprenticeship may be made at any time by the Company, Ministry of Colleges and Universities or Apprentice.

For Journeyman status (following Apprenticeship):

- Successful completion of Ontario Government Ap-1) proved Training Scheme.
- 2) Successful completion of approved trade related night school courses.
- Any person failing to meet necessary Government or **Company** requirement during training will be relocated to yard **Crew** at Class **#2**. 3)
- 4) The Company will have the right to transfer or terminate employment of any Apprentice for causes such as:

(a) inability to learn	(c) unreliability
(b) improper conduct	(d) irregular work
	attendance

Note

Probationary period not to exceed 50 working days. If performance is not acceptable Apprenticeship may be terminated at any time during probationary **period**.

When the Company determines that a vacancy exists for an Apprenticeship it shall be posted by the Company for five working days so as to give all interested employees the chance to apply in writing for such jobs.

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

Seniority
 Experience - (education, trade courses)
 Ability

16.02.1 - Employees assigned to assist with **poking** while **kiln is operating will be increased two classifications to a** maximum of class **#9**.

16.02.2 - Class **#10** Loader Operator will **operate:** Loaders, Bull Dozer, Grader and Backhoe. It is **understood** that the Backhoe may be operated by properly trained yard crew **personnel**, when In-Plant Transport Loader Operators are **not** available.

16.03.1 - Maintenance Journeyman move to Senior Journeyman after two years plant experience.

16.03.2 - The following employees will retain the rights to the jobs indicated below during their regularly scheduled hours of work and until they **either** bid out or retire from said jobs or the job is permanently discontinued.

G. Mancini	Painter
T. Morrison	Painter
J. Ellioff	Laboratory Helper
G. Gazzola	Crane Operator
A. Carnevale	Masonary Man
T. Moore	Relief Material Tester
N. Folcarelli	Relief Material Tester
F. Folcarelli	Relief Material Tester
M. Pederson	Relief Material Tester
G. Kuppert	Relief Burner
E. Nason	Relief Burner
N. Gielan	Relief Burner
S. Pratt	Relief Burner

16.04.1 - Duties of **Yardman** Senior: normal yard duties, drive yard dust truck, drive pick-up truck, build scaffolding, clean rectifiers. service plant filters, **drive** fork **lift**, drive mobile sweeper, operator vacuum **cleaner-Hy-Vac**, and mobile vacuum, operate ball sorting machine, gardener's helper and painting.

Qualifications: must have completed one (1) year as Yardman - Class #2.

16.04.2 - Any yard crew employee who has been trained for more than one (1) classification for the purpose of "relief", in case of vacation, illness, etc., will receive one (1) class higher than their normal rate, except when relieving a regularly classified operator, relief **oiler**, laboratory, stores, **nor-blo**. Whenever relief of a regularly classified operator occurs, the higher rate shall apply as per Article **6**.

16.04.3 - Senior Bricklayers (3) as per Trade Appen. Sr Jn Bricklayers (3) as per Trade Appen. Sr Jn Bricklayer Helper (6) Class 10

When crew falls below required number of members, Committee will fill the vacancies by posting (only Bricklayers Helpers).

16.04.4 -Two classes higher paid to Yardman when working in the Kiln to a maximum of Class 8.

16.04.5 - Rates for sections **16.04.3** and **.4** are effective on commencement of **re-bricking** or refractory in the rotary section of the kiln.

16.04.6 - Yard crew men to be paid 2 classes higher when sand blasting.

16.04.7 - Yardman to be paid Class #4 when working with journeyman.

16.04.8 - After one year of employment Class #1 labourer to move to Class #2 yardman.

16.04.9 - Yardman to go from Class #2 to Class #4 after two years.

16.05.1 - During the first contract year of this Agreement, the C.O.L.A. provision will only be activated by a 10% rise

in the **C.P.I.**, September **1988** being the base month. Any monies generated above the new triggered base will be calculated and **p**aid for quarterly, the last payment if any to be in July, **1989**.

Similarly, in the second year of this Agreement, the C.O.L.A., provision will only be activated by a 10% rise in the C.P.I., July 1989 being the base month. Any monies generated above the new triggered base will be calculated and paid quarterly, the last payment if any to be in July 1990.

Similarly, in the third year of this Agreement, the C.O.L.A. provision will only be activated by a 10% rise in the C.P.I., July 1990 being the base month. Any monies generated above the new triggered base will be calculated and paid quarterly, the last payment if any to be in July 1991.

16.05.2 - Should the C.O.L.A. provisions of this article be triggered, then:

- (.1) C.O.L.A. increases will be calculated using the consumer price index as published by Statistics Canada (1971 a 100).
- (.2) A one (1) cent per hour increase will be made to each classification for every .275 increase in the C.P.I. over the previous guarter.
- (.3) The amount of any C.O.L.A. benefits in effect at any time shall be included in computing overtime pay, holiday pay, call-in pay, vacation pay, jury duty pay and bereavement pay.
- and bereavement pay.
 (.4) Increases will take diffect the first pay period after the publication of the months' C.P.I.

16.06.1 - Each crew of 3 men will receive a bag bonus of \$0.75/100 bags per man for every 100 bags over 3500 bags per crew. The **Company** will endeavour to have only the minimum number of crews bagging so bonus can be maximized. When all available men are not required for bagging, available men will be rotated on a weekly basis.

16.06.2 - Truck Driver (Class **8**) assigned to Packhouse Department and Senior Man (Class **9**) will receive average bonus of highest two crews receiving bonus.

16.06.3 • Senior man will be able to fill in for any job in the Packhouse.

16.06.4 - If only one crew is **bagging** - Shunt Driver and Senior Man will receive bonus of that crew.

16.06.5 - Same bonus applies during overtime.

16.06.6 - If a Packer Loader arrives late, the employee who replaced him, will have the choice whether he continues bagging or performs other duties assigned.

16.06.7 - In case of reduction in the number of crews, the employee will receive the rate of the classification to which they are assigned.

16.06.8 - Regular Packhouse employees, who are qualified, will be given the opportunity of **performing** available work, when not working at their **regular** assignments.

ARTICLE 17 - PENSION PLAN

17.01 - All employees **governed** by this Agreement are eligible to receive **benef**its under the Company Pension Plan, subject to the terms and provisions of the Plan as amended and upgraded as follows:

(.1) to 1982 earnings in 1988, which means above earnings times number of years in plan - previous plan was total year by year earnings.

Cornpanyguarantees that employees retiring during the **life of** this Agreement will receive the updated base year that is negotiated during next contract negotiations. The maximum pension received shall not exceed

the pension calculated on the best five (5) consecutive years.

- (.2) vesting after five (5) years, no age requirement.
 (.3) interest is 7 per cent.
 (.4) widows will receive half pension for a lifetime. The employee must be married for three (1) years before retirement for the widow to qualify for the above matrixed a variant of the section. mentioned pension.

New employees upon reaching the age of 30 must join the Pension **Plan**. The Plant Committee may appoint a member who may meet with Management of the **Compny** to discuss this Pension Plan. Plant Union Chairman to inform all new employees of their rights under the Pension Plan.

17.02 - The Company shall provide the Local Union with two **(2)** copies of the official plan text.

17.03 - Pre-Retirement Plan

Minimum 12 years service when person reaches age of 64 years and 9 months. They would work a four day week and receive pay for a five day week.

If an extension of employment is granted - benefits deferred to three (3) months prior to retirement.

ARTICLE 18 - SECURITY PLAN

18.01 -

Oct. 1, 1988 Oct. 1, 1989 Oct. 1, 1	1 990
\$100 \$125 \$150	0

- Monies to be placed in individual interest bearing a) accounts.
- b) Withdrawal of accumulated funds on death, retirement or cessation of employment, the **only** exception **being** an employee when on lay-off may **dr**aw up to **\$80.00** per week while laid off.

- c) Funding level to be as stated above regardless of hours worked in the year.
- d) Eligibility is limited to employees with six months service or more.
- e) Plan will be administered by the Plant Union Chairman and Company Plant Controller.

ARTICLE 19 - HEALTH AND SAFETY

19.01 - Injuries of any nature whatsoever shall be reported by the injured employee to their Foreman.

19.02 -The Company will continue to furnish in accordance with the provisions of the Workers Compensation Act, first aid and medical services to its employees in all cases of accidental injury occurring in and arising out of their employment. A complete medical examination of any employee including x-ray (at the Company's expense) may be made annually or at any time at the discretion of the Company. Copies of reports of such examination and reports of treatment shall be kept on file by the Company, and shall be at all times available to the employee's physician for reference.

19.03 - The Company will, according to its established practice, continue to install such safety devices for the protection of lives and health of its employees as shall be mutually agreed upon by its representatives and the Plant Safety Committee. It is understood that it is compulsory for all employees to wear hard hats, safety boots, safety glasses, and hearing protection at all times when on the job. The hard hats will be supplied by the Company. Safety glasses on prescription and plain are supplied free of charge when necessary, provided employee takes care of glasses. Employees using other than the designated optometrist shall be reimbursed to a maximum of \$40 every two (2) years.

19.04 - Disciplinary action related to safety infraction(s)

⁴²

shall be dealt with by the Plant Safety Committee. Safety rules shall apply also to all outside persons entering the plant premises.

19.05.1 - The Company agrees to notify the Safety Committee **prior** to the **receiving** of **any** waste solvents. It is understood **that** safety rules **shall** be **in accordance** with the provisions established from time to time by the Ministry of the Environment or any other agency established to control the handling of waste solvents.

19.06.1 - All clothing, tools and equipment shall be maintained in a safe and efficient working order, and the regulations and safety codes adopted **by** the Province of Ontario in the interest of protecting **safety** and health of industrial employees as they affect the industry shall be strictly observed by both parties.

19.06.2 All tools and **equipment** belonging to the Company will be subject to a **safety** check once monthly by a maintenance supervisor and the Safety Committee of the Union.

19.07 - The Joint Plant Safety and Health Committee will consist of an equal number of representatives from the Company and the Union. The duties of the Committee consist of making recommendations for the improvement of safety and investigation of all accidents. The Committee will work toward the elimination of safety hazards. The Committee will meet monthly and discuss safety programs and accident reports including the inspection of work sites if necessary. Members of the Safety Committee to do a safety inspection of the entire **plant** quarterly - one (1) section at a time. Written report to be completed on same. Plant Union Chairman to be a member of Safety Committee.

19.08 - Employee rights regarding safety are protected by the Occupational Health and Safety Act.

19.09.1 - The Company agrees that no employee shall be

permitted to work in excess of sixteen (16) consecutive hours except in cases of extreme emergency.

19.09.2 - For any violation of this section, the following penalties apply:

- (.1) The Company shall be required to pay four (4) times the hourly rate of the **employee**, or em**ployees** involved for each hour in excess of sixteen (16) consecutive hours worked. To be paid to Lodge D 366 for distribution.
- (.2) The employee, or employees working in excess of sixteen (16) consecutive hours shall have forfeited the right of overtime premium rate, regardless of the provisions of Article 3 for all hours worked in excess of sixteen (16) consecutive hours.

19.09.3 - For the purpose of sections **19.09.2** (.1 and .2) a period of rest of not less than eight (8) consecutive hours, the minimum limit of time required to break the consecutiveness of sixteen (16) hours.

ARTICLE 20 - CLOTHING

20.02.1 - Packer Loaders and Tower Operators to receive a maximum of two standard pair of safety boots, at no cost, in any continuous twelve month period. All other employees will receive one standard pair of safety boots, at no cost, per calendar year.

20.02.2 - Effective Jan. **1**, **1981**, all new employees to pay full price for their first pair of safety boots.

20.03 - Uniforms **50%** Cornpany paid **50%** Employee paid up to a maximum of three **(3)** uniforms per year.

20.04 - Parka to be supplied once every two years - 50% Employee paid 50% Company paid.



ARTICLE 21 - DURATION

21.01. I - This Agreement shall become effective October 1. 1988 and all provisions shall continue to be in effect until. September 30. 1991, and every year there after unless not more than sixty (60) days nor less than thirty (30) days written notice is given by either party prior to the expiration date.

21.01.2 - Such written notice shall contain any changes or amendments desired and only such changes and amendments as contained in such notice shall be discussed by the conferees. It is mutually agreed that nothing in this Article shall preclude an extension of the Agreement if mutually agreed by both parties.



Shift Helper Training

1.01. 1 - It is the duty of a shift helper to temporarily replace classified personnel such as: machine attendants, crane operators, tower operators and kiln helpers. It is, therefore, necessary that a shift helper be trained in all those areas in order to replace "without further training" the regular operator.

1.01.2 - In order to achieve feasibility the shift helper must be trained for a definitive period of time in all those areas hereunder defined as:

AREA	TRAINING TIME
Raw Grinding	10 working days
Finish Grinding	10 working days
Overhead Crane	15 working days
Kilns 1, 2 and 3	15 working days
Preheater Tower	10 working days

1.01.3 - Since it may become necessary to train one applicant in one **specific** area and another applicant in another specific area "at the same time" the areas shall be interchangeable. New employees accepting this position must continue to work on processing **shift** work for a minimum of one year. During their probationary period the probationary rate shall apply.

1.02 - In order to regulate the training of an applicant, the following time schedule and rate of pay shall be observed for permanent employees who have completed their probationary period.

1st period	1st to 10th working day	Class 2
2nd period	1 Ith to 20th working day	Class 3
3rd period	21st to 30th working day	Class 4
4th period	31st to 45th working day	Class 5
5th period	46th day and thereafter	Class 6

1.03 - Should an applicant for the position of shift **helper** have completed **training** at a previous time **in** any of the **five** training areas, the **training** time that area will be **50%** of that provided in Clause **1.02**. The training schedule and rates of pay will be accordingly advanced to correspond to the proper training period.

1.04 - Should an applicant for the position of shift helper have held the position of shift helper at **any** time during the previous year they shall be considered **fully** trained and receive the shift helper rate of pay.

1.05 - No more than thirty calendar days shall elapse between the date of the award and the actual date when the applicant assumes their training.

1.06 - Should this section be contravened by the Company the rate of pay shall be applied as if the applicant had actually begun their training.

2.01 - At the end of training in each area the Shift Supervisor shall compile a progress report. Copy of the report to the employee, Production Manager, to the Labour Relations Supervisor and the Plant Union Chairman.

2.02- Should the trainee fail, at any time, during any of the training periods, the provisions of Article 7.05 (A) shall apply. Except in the case of a probationary employee where the provisions of Article 7.15 shall apply.

Console Operator Training

I.01.1- Training of a console operator requires a training period of six (6) months. It is the purpose of these provisions to regulate the training program. The program has therefore been divided into "areas" and "periods".

1.01.2 - These provisions outline the general training program. A detailed specific training schedule will be

prepared by the Production Manager for each trainee.

1.02 - The Production General Supervisor and the Shift Supervisor are responsible for **organizing** and **co-ordinating** the schedule outlined in the detailed **training** program.

2.01 - Within 5 working days of the end of each training period, a progress report will be compiled. Individual reports will be prepared by each person who has been responsible for any phase of the training during the **period**. A summary report will be prepared by the Production General **Supervisor**. Copies of all **reports** will be submitted to the Production Manager, the Labour Relations **Super**visor and the Plant Union Chairman.

2.02 - Should the trainee fail at any time during the training period, the case shall be discussed by a Committee composed of the Production Manager, Labour Relations Supervisor, and the General Production Supervisor for the Company: the Plant Union Chairman, the Shift Steward and a regularly classified Console Operator for the Union.

2.03 - In case of failure, the trainee shall revert to their original classification.

1983/10/17

Mr. **M. Seidenberg** President Local **366** United Cement, Lime, Gypsum and Allied Workers' International Union A.F.L.-C.I.O.-C.F.L.

Letter of Intent **RE:** Pension Committee

A Joint Committee on the **Mississauga** Hourly Employees Pension Plan will be established, composed of three (3) members **appointed** by the **Mississauga** Plant, General Manager and three (3) members appointed by the Union. This Committee will have **responsibility** for:

- reviewing the operations of the Pension Plan. education and information of the Plan participants. discussing significant developments in the Pensions A) B) C)
- field. <u>D</u>)
- investigating complaints of participants. making recommendations to the **Mississauga** Plant, General manager as deemed appropriate. E)

The duties of this Committee shall be advisory only.

The Committee will carry out its duties in accordance with the Rules and Regulations of the Retirement Plan for Hourly-Paid Employees at the Mississauga Plant which is the official Plan text.

Any proposed changes to these Rules and Regulations is subject to the Company Board of Directors approval.

Regards

R.A. Douglas Manager of Personnel and Administration ST. LAWRENCE CEMENT, INC.

RAD/mjm

1983/10/17

Mr. M. Seidenberg President Local 366 United Cement, Lime, Gypsum and Allied Workers' International Union A.F.L.-C.I.O.-C.F.L.

Letter of Intent **RE:** Early Retirement Program

The Company acknowledges the need for pro**per pre**retirement counselling for all of its employees and hereby agrees to form a **committee** to develop and implement a programme that will **minimize** the effect of transition from worker to retiree for their fellow employees.

This committee **wil** be equally composed of members of management and union and will have their first meeting within three months of the signing of this contract.

Regards

R.A. Douglas Manager of Personnel and Administration ST. LAWRENCE CEMENT, INC.

RAD:mjm

HOURLY SENIORITY LIST - FEB. 1, 1989

No.	D.O.H.	BADGE #	LAST NAME	FIRST NAME
1	56/09/13	28	Hoby	John
2 3 4	56/09/17	23	Gazzola	Giovanni
3	56/10/09	53	Venturin	Sisto L
4	56/12/17	68 71	Sciarra	Fausto
5 6	57/01/02 57/03/11	90	Elioff	Joseph W Nick
7	57/03/11A	83	Romeo Kuhlmann	Gunther
8	57/03/11B	35	Folcarelli	Frank
ğ	57/07/15	27	Carnevale	Antonio
IÓ	59/07/07	36	Pece	Vincent
Î	59/08/25	308	Nelson	Joseph
12	60/02/03	31	Sharpe	Lloyd E
13	61/04/24	82	Causi	Antonio
14	61/04/24	97	Mancini	Gerardo
15	61/05/23	38	Prencipe	Giovanni
16	61/07/04	72	Pece	Frank
17	61/07/10	52	Carlesimo	Antonio
18	62/01/02	96	Venturin	Giovanni
19	62/03/27	311	Lytle	George M
20	63/04/14	10 55	Frieler	Hubert E
21 22	63/11/10 63/11/13		Vienneau Duarte	George J Frank
23	64/09/03	60	Vienneau	Bruno
23 24	64/09/04	320	Simpson	Norman G
25	65/04/19	4	Aubin	Marcel
26	65/05/17	78	Lenarduzzi	Danilo
27	65/06/01	<u> 93</u>	Berube	Maurice S
28	66/03/01	89	Wallace	Patrick
29	67/05/18	ĬŔ	Harmel	Reinhold
30	67/05/12	102	Calabrese	Domenico A
31	67/08/17	101	Guay	Gerald
32	68/02/13	14	Burke	Egon
33	68/04/22	100	Darosa	Manuel
34	69/03/10	110	Cabral	Antonio
35	69/04/05	37	Rolf	Udo W

	111 77/03/08 585 Caron Roger 112 77/03/24 589 Pederson Mayna 113 77/07/21 200 Coyne Williau 114 77/00/12 506 Visuadanhood Williau
114 77/09/12 596 Vandenbroek William	113 77/07/21 200 Coyne William
115 77/09/19 599 Lessard Vernard	114 77/09/12 596 Vandenbroek William

140 81/04/06 360 Edison 141 81/04/20 187 Coyne 142 81/05/19 189 Creary 143 81/06/01 190 Clare 144 81/09/13 193 Pratt 145 81/10/13 364 Greer 146 81/11/03 197 Halas 147 81/11/23 205 Mazur 148 82/03/25 212 Vanberk 149 82/05/17 222 Frieler 150 85/06/21 306 McGlynn 151 85/09/03 307 Clark	Leslie G Leonard Thomas John Angelo Daniel Ian D Emmanuel Armand Michael Ross Steven Raffaeli Charles M Richard Joseph Gordon Ross 0 Charles James D Bogdan Jerzy Z George Stefan Hugh Terry J F
150 83/05/24 330 Bradshaw	Hugh
151 85/06/21 306 McGlynn	Terry J

173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188	87/06/12 87/11/12 87/12/15 88/01/20 88/02/07 88/02/07 88/03/26 88/04/11 88/04/18A 88/04/18B 88/04/18B 88/04/18B 88/04/27 88/05/03A 88/05/03B 88/07/04 88/07/11A 88/07/11B 88/07/25	301 229 230 233 231 234 74 238 241 247 248 303 249 250 254 251 259 258 262 261 371 263 264 274 280 281 282 283 578	Goodfellow Cardinal Tucci D'Angelo Benoit Heyden Wilson Carry Parrott Grodowski Manchisi Kiss Brown Iosue O'Neill Cherry Skeoch Kruppert Pratt Moccia Roser Brown Germaine Forjan Iosue Nason Kliber Nobre Gielen Mekitarian Amyotte Bradshaw Baldauf	Richard Roy Douglas Gaetano Wade Walter Marjorie Robert C Steven M Andrew Alessandr Joseph J Douglas J Rick Kevin Douglas J Rick Kevin Douglas Jay Gordon Steven Thomas Steven Eric Michael Zvonko Mario Earl Stefan Pedro L Nickolas J Paul M Steve Dan Albert
187	88/07/25	283	Bradshaw	Dan

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed in their respective names by their **duly authorized** representatives.

ST. LAWRENCE CEMENT INC. MISSISSAUGA, ONTARIO

Mr. **C. Coles** General Manager

Mr. J. P. Duncan Director of Personnel and Industrial Relations

Mr. W. McGrath Labour Relations and Safety Supervisor

Mr. T. Morgan Assistant General Manager

Mr. **R. W. Morin** Production Manager

Mr. F. Toffoli Maintenance Manager

Mr. W. Gallant Controller

CEMENT, LIME, GYPSUM AND ALLIED WORKERS' DIVISION OF BROTHERHOOD OF BOILERMAK-ERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS. **AFL-CIO-CFL**.

Mr. E. Mattocks District Representative Mr. **D. Ladouceur** Committee Member

Mr. **T. Pepall** President Mr. C. Beckford Committee Member Mr. J. Greer

Committee Member

Mr, **R. Clare** Plant Union Chairman

Mr. G. Prencipe Committe Member