

THIS AGREEMENT made and entered into this 4th day of JULY, 1992.

SOURCE	Union		
EFF.	92	04	01
	94	03	31
No. OF EMPLOYEES	121		
NOMBRE D'EMPLOYÉS	D.S.		

BETWEEN: **RED-D-MIX CONCRETE**
Division of Lafarge Canada Inc.

Hereinafter called the "EMPLOYER" of the First Part

AND: **TEAMSTERS LOCAL UNION 879**
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

Hereinafter called the "UNION" of the Second Part

ARTICLE I - INTENT AND PURPOSE

1.01 The Employer and the Union each agrees that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreement covering rates of pay, hours of work, dispute procedures and conditions of employment.

ARTICLE II - COVERAGE

2.01 The Union shall be the sole collective bargaining agent for all employees of the Employer in the capacity of truck drivers, mechanics, mechanics' helpers, yardmen, stockkeepers, servicemen and batchers who are not also performing supervisory duties, in all locations of the Companies at Hamilton, Brantford, Welland, Guelph, Burlington, Milton, St. Catharines, Fort Erie and Georgetown, save and except foremen and those above the rank of foremen.

2.02 The Employer agrees not to enter into any agreement or contract with his employees as described in the preceding paragraph 2.01, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

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ARTICLE II - COVERAGE (Cont'd.)

- 2.03 The Employer agrees that no Ready Mix Drivers who have attained seniority shall be displaced as a result of the engagement of brokers to perform work normally performed by Ready Mix Drivers during the life of this Agreement.

ARTICLE III - SHOP CONDITIONS

- 3.01 The Employer agrees that all present employees covered by this Agreement except new employees during their probationary period shall, as a condition of employment, become and remain members of the Union in good standing.
- 3.02 All employees hired on and after the signing of this Agreement shall, as a condition of employment, become members of the Union as soon as their probationary period is completed, and maintain such membership in good standing for the duration of this Agreement.
- 3.03 The Employer agrees that when new employees are hired, they shall sign an application for membership in the Union, and also, a Union dues and initiation fee deduction form on the date of hire; such forms to be supplied by the Union. The Employer will forward this form to the Union at the same time as Union dues are remitted.
- 3.04 The Employer agrees to deduct regular monthly Union dues from the first pay due each eligible employee in each month and to remit the moneys so deducted on or before the fifteenth (15th) day of the month.

Eligible employees are those for whom the Union has supplied the Employer with dues deduction authorizations.

The Employer further agrees, on receipt of proper authorization, to deduct the Union initiation fee in two equal weekly installments within thirty (30) calendar days immediately following the completion of an employee's probationary period, and to remit such deductions to the Union.

- 3.05 The Employer will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made, and if no deduction is made, specify the reason.

The Secretary-Treasurer of the Union shall notify the Employer by letter upon the signing of this Agreement of the amount of ~~monthly~~ dues, and shall keep the Employer informed of any changes during the term of this Agreement.

ARTICLE III - SHOP CONDITIONS (Cont'd.)

- 3.06 If an employee is absent and has not sufficient pay to his credit, his Union dues shall accumulate and shall be deducted upon his return to work. New employees shall be required to pay dues for the month in which their probationary period terminates provided the date of such termination is on or before the fifteenth (15th) day of the month.
- 3.07 The Employer will not be required to dismiss or suspend employees from employment who have been expelled or suspended by the Union, unless such expulsion or suspension by the Union was for non-payment of Union initiation fees or monthly Union dues.
- 3.08 The Employer shall show the yearly Union monthly dues deduction on employees' T4 slips:

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the Employer has the exclusive right to manage the business and to exercise all the customary prerogatives of management, subject to the terms of this Agreement.
- 4.02 Without limiting the generality of the foregoing paragraph 4.01, the Union recognizes that the management of the business and the direction of the working force including the right to plan, direct and control operations, hire, suspend or discharge for just cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation shall continue to be vested in the Employer.
- 4.03 The Employer shall supply each employee with a copy of its rules and regulations governing the conduct and working activities of its employees covered by this Agreement and obtain from each employee a receipt for same. If an employee is required to sign a reprimand it is understood that the signing is for the purpose of recording the receipt for same.
- 4.04 Whenever the Employer establishes any new rules or regulations governing the conduct of the employees, they shall be forthwith communicated to the Union in order that the Union may have an opportunity to protest if it believes that any such rules or regulations are inconsistent with the provisions of this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS (Cont'd.)

- 4.05 None of the Management Rights shall be exercised in a manner inconsistent with the terms of this Agreement.
- 4.06 For disciplinary measures, after two (2) years from **the** date a penalty was imposed, the offence will not be used in determining the penalty for subsequent offences.

ARTICLE V - STEWARDS

- 5.01 The Union shall have the right to appoint or elect a Steward and an alternate Steward when the regular Steward is not available in each yard to assist employees in presenting their grievances to the Employer and supervise the administration of this Agreement. When the Employer has more than one (1) division covered by this Agreement, the Union shall have the right to appoint or elect a reasonable number of Stewards. The Union agrees that it will keep the Employer supplied with a list of Stewards and Officers and any changes that occur.
- 5.02 It is understood that a Steward's duties shall in no way conflict with his duties to the Employer, and he shall be held responsible for the same quantity and quality of work as other employees.
- 5.03 The Steward in each yard will have top seniority in his yard for the purpose of lay-off, daily call-in, and the provision of Article 23.02 only, and during seasonal lay-offs will be the last man in his classification to be laid-off and the last man to be transferred out of his yard.
- 5.04 The Employer agrees to notify the Union in writing within two (2) working days from the date a Steward is suspended or discharged.
- 5.05 The Employer shall not require a Steward to settle grievances during working hours without pay.

ARTICLE VI - GRIEVANCE PROCEDURE

- 6.01 Any differences, disputes or complaints arising over the interpretation, administration or application of this Agreement shall be submitted in writing in triplicate on forms supplied by the Union and signed by the employee. The written record of the grievance shall state the section or sections of the Agreement which it is alleged have been violated. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

ARTICLE VI - GRIEVANCE PROCEDURE (Cont'd.)

STEP NO. 1

By a conference between the aggrieved employee and his immediate supervisor. The employee may be accompanied by his Steward. The employee's immediate supervisor shall give his decision within two (2) full working days. Failing settlement, then,

STEP NO. 2

Within ten (10) full working days following the decision in Step No. 1, an official or officials of the Union shall meet with representatives of the Employer at which time the written record of the grievance shall be presented. The decision shall be given in writing within five (5) full working days following this meeting.

- 6.02 Failing settlement under Step No. 2 of any difference between the parties arising from the interpretation, administration, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided, and if no written request for arbitration is received within ten (10) full working days after the decision in Step No. 2 is given, it shall be deemed to have been abandoned.
- 6.03 No complaint or grievance may be submitted or considered under the grievance procedure unless it has been presented within five (5) working days from the time of the occurrence of the incident giving rise to the grievance.
- 6.04 Any complaint or grievance concerning or affecting a group of employees shall be originated under Step No. 2.
- 6.05 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step No. 2.
- 6.06 A claim by an employee that he has been unjustly discharged, suspended, or laid off, shall be treated as a grievance and may be taken up under Step No. 2 of the Grievance Procedure provided a written statement of such grievance lodged with the Employer within five (5) working days after the discharge, suspension, or layoff is effected. Such special grievance may be settled under the Grievance Procedure and at Arbitration by:
- a) confirming the Employer's action in dismissing, suspending, or laying off the employee;
 - b) reinstating the employee with full compensation for time lost; or,

ARTICLE VI - EVANCE PROCEDURE (Cont'd.)

c) by any other arrangement which may be deemed just and equitable.

6.07 The Employer agrees that when an employee is suspended or discharged away from his home yard, he shall receive transportation back to his yard.

ARTICLE VII - ARBITRATION

7.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing and at the same time nominate an arbitrator. Within five (5) full working days thereafter, the other party shall nominate an arbitrator.

The two (2) arbitrators so nominated shall attempt to select by agreement, a Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of ten (10) working days following the date of their appointment, either arbitrator may then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

If the recipient of the notice fails to appoint an arbitrator, the arbitrator who has been nominated may request the Minister of Labour for the Province of Ontario to do so.

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

7.03 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the Grievance Procedure.

7.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

7.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of a majority of such Board will be final and binding upon the parties hereto and the employee concerned.

7.06 Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

ARTICLE VIII - NO STRIKE, NO LOCKOUT

- 8.01 During the term of this Agreement, the Union agrees that there shall be no **strike**, and the Employer agrees that there shall be no **lockout**.
- 8.02 The words "**STRIKE**" and "**LOCKOUT**" as defined in this Agreement shall mean "**strike**" and "**lockout**" as defined in The Ontario Labour Relations Act.
- 8.03 It shall not be considered a violation of this Agreement, however, if any member of the Union should refuse to deliver materials to any project or location when an actual work stoppage or strike exists and a picket line or placard line has been established for the purpose of communicating the fact of such work stoppage or strike, providing such work stoppage or strike is not contrary to the provisions of The Ontario Labour Relations Act.

It is agreed that whenever any such situation occurs and a ready-mix concrete pour has started, deliveries may continue until such pour is completed, but in any event, not beyond a twenty-four (24) hour period after the actual work stoppage commences.

Union members shall not refuse to make deliveries through any picket line or placard line which is established for any other purpose or reason.

ARTICLE IX - HOURS OF WORK

- 9.01 Employees may be worked at straight time rates for eight (8) hours per day, Monday through Friday.
- 9.02 It is understood that employees may take one-half hour for lunch without pay during the working period to start at a time designated by the dispatcher between fourth hour and to be completed by the end of the sixth hour worked. When an employee requires an additional meal period, he may arrange with the dispatcher for an extra one-half hour without pay. Employees may take a ten (10) minute coffee break during the middle of two (2) hours of each half shift without loss of pay. It is agreed that this break may be scheduled by the Employer.
- 9.03 Time and one-half the basic rate will be paid for any hours worked in excess of eight (8) hours per day, Monday through Friday.
- 9.04 Double the basic rate will be paid for any work performed after 9:00 p.m. on Monday through Friday.

ARTICLE IX - HOURS OF WORK (Cont'd.)

- 9.05 a) Saturday work will be on a voluntary basis by seniority. If sufficient volunteers are not available, the remainder of the complement will be filled in order of reverse seniority from among those who have worked that week.
- b) Time and one-half the basic rate will be paid for any hours worked on a Saturday prior to 1:00 p.m.
- c) Double the basic rate will be paid for any hours worked after 1:00 p.m. on a Saturday.
- d) Double the basic rate will be paid for all hours worked on a Sunday.
- e) An employee who reports for work on Saturday and Sunday and is not provided with at least four (4) hours work, shall be paid the appropriate rate for each hour worked and his basic rate for any remaining hours short of a total of four (4).
- 9.06 Overtime will be equitably distributed among the employees who regularly perform such duties.
- 9.07 Saturday and Sunday work will be equitably distributed among the employees whose names appear on the seniority list and who regularly perform the duties involved.

NIGHT SHIFT

- 9 (a) The above provisions for work on Monday through Friday do not apply to employees who are assigned to a night shift.
- 9 (b) Employees working on a night shift shall be paid time and one-half the basic rate after eight (8) hours actually worked on any shift with one (1) hour off for lunch without pay at a time suitable to each project.
- 9 (c) Employees on a night shift shall be paid double the basic rate for work beyond 9:00 a.m., such hours not to be included in the computation of the eight (8) hour period referred to in Article 9 (b).
- 9 (d) A night shift on a Friday may continue up to 9:00 a.m. on Saturday at straight time.
- 9 (e) Employees on a night shift shall be paid double the basic rate for any hours worked Saturday and Sunday. An employee who reports for work on Saturday and Sunday and is not provided with at least four (4) hours work, shall be paid double the basic rate for each hour worked and his basic rate for any remaining hours short of a total of four (4).

ARTICLE IX - HOURS OF WORK (Cont'd.)

NIGHT SHIFT (Cont'd.)

- 9 (f) Overtime shall be equitably distributed among the employees who regularly perform such duties.
- 9 (g) Saturday and Sunday work shall be equitably distributed among the employees whose names appear on the seniority list and who regularly perform the duties involved.
- 9 (h) An employee who has worked a night shift shall not be required to perform any work on the following day before 6:30 p.m. unless paid at overtime rates.
- 9 (i) The night shift premium of thirty-five cents (0.35) shall be added to the payment of hours worked by an employee while he is assigned to the night shift, whether such hours are straight time hours or overtime hours. It shall not, however, be used in computing the overtime or paid holiday rates.

ARTICLE X - DAILY CALL-IN

- 10.01 Employees shall be called in the order of their seniority within their classification.

However, where an Employer has more than one yard, although the employees shall be called in order of their seniority, the Union agrees that an employee with less seniority who has been called in may commence work in one yard prior to a senior employee commencing work in another of the Employer's yards, but a junior employee shall not commence work prior to a senior employee in the same yard.

- 10.02 A senior man may be sent home before a junior man during the balance of a work shift, except however, where a junior man and a senior man are in the yard or at the plant at the same time and both are available for work, the senior man shall not be sent home before a junior man until he has had eight (8) hours' work that day.

ARTICLE XI - PAID HOLIDAYS

11.01 The following listed paid holidays, regardless of the day on which they fall, will be granted to all employees with pay, excepting new employees who have not completed their probationary period:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	December 24th
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

NOTE: Heritage Day will be added as a paid holiday if proclaimed during the life of the Agreement. If not proclaimed the second Sunday in February shall be paid at straight time rate in lieu of holiday pay to employees who qualify in accordance with Article XI. If an employee wishes to have a day off, it shall be taken on a mutually satisfactory day following the second Sunday in February.

11.02 The basis of pay will be eight (8) hours at the straight time rate.

11.03 If any of the above mentioned days are worked, they shall be paid for at double time for such hours worked in addition to the holiday pay.

11.04 An employee will be paid for the above holidays if he has worked within the sixteen (16) calendar days prior to the holiday.

11.05 An employee will forfeit pay for the holiday if he has been absent without permission on the working day before the holiday, or the working day following the holiday, if scheduled to work either or both, unless absent because of bona fide illness or injury. The Employer may require a medical certificate as proof of illness or injury.

ARTICLE XII - OTHER WORK

12.01 When an employee's usual work is temporarily not available, he may be required to perform any work which the Employer has for him with the understanding that when such an employee is assigned to a job with a lesser rate of pay, his regular rate of pay will be continued. It is understood and agreed that this will not result in the lay-off of any man within the classification in which he is required to do other work.

12.02 In those instances where an employee is regularly assigned to a lower rated job because of lack of work in his regular job in order to avoid laying him off, the employee will accept the rate of **pay for** the job to which he is assigned.

ARTICLE XII - OTHER WORK (Cont'd.)

- 12.03 When an employee is:
- a) Sent out to another Employer to work for that Employer on one of the Employer's jobs, and,
 - b) That Employer is covered by a Collective Agreement with a higher rate of pay, then the employee will receive the higher rate of pay for the hours actually worked for that Employer. Time spent in travelling to and from his regular place of work shall be at his regular rate. If an employee is sent to work in a lower rated area, he shall receive his regular rate.

ARTICLE XIII - SENIORITY

13.01 All employees shall be placed on the seniority list after having completed a probationary period of twenty (20) days worked or forty-five (45) calendar days from the last day of hiring, whichever first occurs. The seniority will then date back to the last date of hiring with the Company within his bargaining unit. During such probationary period, the employee shall not have recourse to the grievance procedure.

13.02 When it is necessary to lay off employees or recall employees who have been laid off, the employees to be laid off or recalled shall be selected on the basis of seniority within their classification, combined with qualifications. Where the qualifications of an employee are questioned by the Employer, such employee will be given the opportunity to perform the work in question to determine if he has the necessary qualifications prior to the lay off.

When an employee is transferred permanently from one classification to another, his seniority shall also be transferred. In the event an employee is laid off in his classification due to reduction of business and he previously worked and had been classified in another job, he shall be eligible to return to the job in which he had been classified on the basis of his accumulated seniority, combined with qualifications, and the employee with the least seniority in such other job classification shall be laid off. The employee so transferred shall be paid the prevailing rate of pay for his new classification.

- 13.03
- a) Seniority lists by classification will be supplied to the Union on December 15th and July 15th of each year of this contract.
 - b) Seniority will not be broken due to absence from employment because of sickness, accident, or other unavoidable reasons which justify such absence.

ARTICLE XIII - SENI (Cont d)

- 13.04 An employee shall lose his seniority if he:
- 1) voluntarily quits the employ of the Employer;
 - 2) is discharged and not reinstated through the grievance procedure;
 - 3) is laid off and is not re-employed within fifteen (15) months from the date of lay off;
 - 4) is on layoff and fails to return to work within eight (8) calendar days after he has been notified by the Employer by registered mail, or if he fails to advise the Employer within five (5) working days of receipt of notice of his intention to return.
- 13.05 Employees promoted to supervisory positions or transferred to positions not subject to this Agreement, will retain their seniority after such move and if returned for any reason to their former position in the bargaining unit within a twelve (12) month period, the time served in such other position shall be included in their seniority rating. Such employees shall forfeit all recourse to the grievance procedure whilst employed in a position or classification outside of the bargaining unit. Notwithstanding the provisions set out above, if an employee is promoted to a supervisory position and such position is subsequently abolished, he will revert to his former position without any loss of seniority.
- 13.06 An employee who is requested to return to work and who is not immediately available may be passed over and a more junior employee may be called instead, subject to displacement by the more senior employee when he does report for work, provided such senior employee returns to work within eight (8) calendar days after he has been notified by the Employer by registered mail.
- 13.07 Notice sent by the Employer to an employee's last recorded address, shall be sufficient and effective notice.

ARTICLE XIV - LEAVE OF ABSENCE

- 14.01 Leave of absence granted to an employee shall be in writing setting out the commencement and termination dates of such leave. A copy shall be forwarded to the Union.

ARTICLE XIV - LEAVE OF ABSENCE (Cont'd.)

- 14.02 An employee may at the discretion of the Employer, be granted leave of absence without pay for legitimate personal reasons. If such leave is used for the purpose of taking up work elsewhere and the employee does in fact take up work elsewhere and he returns to the Employer before the termination date set out in such leave of absence, he shall work in the junior position on the seniority list until the termination date of the leave of absence granted, at which time he shall be reinstated to his rightful place on the seniority list.
- 14.03 Any employee whose normal duties include driving an Employer vehicle and whose driving licence is suspended by government action for up to twelve (12) months shall be given leave of absence without loss of seniority and without pay until his driving privileges have been restored. Suspension of a driving licence for a period in excess of twelve (12) months may at the discretion of the Employer, result in the discharge of the employee concerned.
- 14.04 Employees shall be granted leave of absence without pay, upon written request by the Union to attend Union functions such as conventions or to work in the capacity of a business representative of the Union.

ARTICLE XV - VACATIONS

- 15.01 Each employee covered by this Agreement shall be entitled to vacation payment in the amount of not less than four percent (4%) of the wages earned by him in the twelve (12) month period ending June 30th, in each year.
- 15.02 An employee who has established one (1) year's seniority as of June 30th, shall be entitled to two (2) weeks' vacation.
- Employees who have been off work for a period of one (1) month or more may not be required to take vacation time off.
- 15.03 a) Employees who have completed five (5) or more years' service as of June 30th in any year, shall be entitled to vacation pay at the rate of six percent (6%) for service in excess of five (5) years. Such employee will be entitled to three (3) weeks' vacation.
- b) Employees who have completed ten (10) or more years' service as of June 30th in any year, shall be entitled to vacation pay at the rate of eight percent (8%) for service in excess of ten (10) years. Such employees will be entitled to four (4) weeks' vacation.

ARTICLE XV - VACATIONS (Cont'd.)

- 15.03 c) Employees who have completed twenty (20) or more years' service as of June 30th in any year, shall be entitled to vacation pay at the rate of nine percent (9%) for service in excess of twenty (20) years. Such employees will be entitled to four (4) weeks' vacation.
- d) Employees who have completed twenty-five (25) years' service as of June 30th, shall be entitled to vacation pay at the rate of ten percent (10%) for services in excess of twenty-five (25) years. Such employees will be entitled to five (5) weeks' vacation.
- 15.04 If a paid holiday falls within an employee's vacation period, he shall be granted another day with pay or a day's pay in lieu thereof. The option shall rest with the Employer and the employee shall be advised of the decision prior to going on his vacation.
- 15.05 Those eligible for vacation pay may or may not, at the discretion of the Employer have the third and/or fourth week of vacation consecutive to the first two (2) weeks; provided that employees who have completed twenty (20) or more years' service as of June 30th in any year, shall be entitled to a third week of vacation consecutive to the first two (2) weeks.
- Other employees will be granted vacation time off when it can be conveniently arranged with the Employer.
- 15.06 In order to assist the Employer to schedule vacations, the Employer will post a form on the Bulletin Board by March 15th and remove same on May 1st of each year. During this period each eligible employee shall indicate the vacation period he wishes in accordance with his seniority. The Employer shall then post a schedule of vacation periods and once posted, such schedule is not subject to change on the request of any employee except with the consent of other employees affected and the Employer.
- 15.07 Seniority will apply in respect to vacation time.
- 15.08 If an employee's employment is terminated for any reason whatsoever, he will be paid his accumulated vacation credits calculated from the previous July 1st.
- 15.09 Vacations must be taken between 1st April and 31st March and cannot be accumulated.

ARTICLE XVI - RATES OF PAY

16.01 The Employer agrees to pay and the Union agrees to accept, for the term of this Agreement, the following wage rates:

<u>CLASSIFICATION</u>	<u>Upon Ratification</u>	<u>April 1/93</u>
Batcher	\$ 20.90	\$ 21.35
Drivers	\$ 20.80	\$ 21.25
Yardmen	\$ 20.60	\$ 21.05
Licensed or Qualified Mechanics	\$ 21.00	\$ 21.45
Mechanics' Helpers or Partly Qualified Mechanics	\$ 20.70	\$ 21.15
Storekeeper and Servicemen	\$ 20.75	\$ 21.20

During the probationary period, an employee may be paid two dollars (\$2.00) below the job rate.

Training Period: New employees to the industry may be paid two dollars (\$2.00) per hour below the job rate for a period of 120 calendar days.

16.02 Yardmen shall be paid an hourly premium of fifteen cents (\$0.15) whilst employed operating a front-end loader.

16.03 When new types of equipment or new classifications of employment for which rates of pay are not established by this Agreement are put into operation, the rates governing such operations shall be subject to negotiations between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.

16.04 Pay shall be issued no later than Thursday by each Employer in accordance to its pay practice.

ARTICLE XVII - EQUIPMENT

17.01 Employees shall report immediately to the Employer any and all loss, damage or shortage of merchandise or equipment together with a statement of the cause thereof.

17.02 Employees shall report immediately to the Employer, in complete detail, all accidents, including the names and addresses of all witnesses to the accident.

ARTICLE XVII - EQUIPMENT (Cont'd.)

- 17.03 No employee shall be permitted to allow anyone other than the employees of the Employer who are on duty to ride on his truck.
- 17.04 It is to the mutual advantage of both the Employer and the employee that employees should not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law. The determination of, as well as the responsibility for all decisions in regards to the conditions of the equipment shall rest with the senior qualified representative of the Employer.
- 17.05 When the senior qualified representative of the Employer determines that a truck is not to be used until repaired, he shall place a tag on it in a conspicuous place so stating and such tag shall not be removed without his direction.
- 17.06 It is agreed that all trucks shall have adequate heaters, windshield washers, windshield wipers, sun visors and defrosters in working order.
- 17.07 The Employer shall provide a form on which each driver shall report all defects in his equipment with a copy to be retained by the driver.
- 17.08 When employees are asked to clean their equipment with acid or other corrosive substance, the Employer shall provide protective gloves, goggles, aprons and long handled brushes.
- 17.09 Machines operating outside during the winter months shall be equipped with adequate cab protection against weather, and heaters where possible. When operating front-end loaders which have no cab or other protection, employees shall during inclement weather, be supplied with a waterproof jacket and pants.
- 17.10 The Employer agrees to provide a heated lunch room, toilet facilities, toilet paper, washing facilities, drinking water, towels and hand cleaners at all locations, yards, or operations of the Employer with the exception of portable plants.
- 17.11 At portable plants adequate toilet and washing facilities will be provided. Batching plants shall be ventilated and heated,
- 17.12 The Employer agrees to supply a small hand truck to move acid around the yard when employees are required to use acid.

ARTICLE XVIII - BULLETIN BOARD

18.01 The Employer agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose.

ARTICLE XIX - ADMISSION TO EMPLOYER PROPERTY

19.01 The Union agrees that except with the consent of the Employer, no official of the Union and no person authorized by the Union shall enter the Employer's premises or engage in Union activities on or **off** the Employer's premises during the working hours of any employee, except as set out in this Agreement.

19.02 The Employer shall not refuse permission to any representative of the Local Union upon request to enter the Employer's premises in the administration of this Agreement. Such representatives shall not, however, interfere with the progress of the work or operations.

ARTICLE XX - EMPLOYEES' RESPONSIBILITY

20.01 It shall be the employee's responsibility to advise the Employer of his address and telephone number and any changes which may occur.

20.02 An employee who is off work because of sickness, accident, or leave of absence, shall report by 4:00 p.m. of the day before returning to work his intention to be at work the next day.

ARTICLE XXI - UNION CO-OPERATION

21.01 The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notice in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer and not conflicting with this Agreement.

21.02 The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices; in improving the cleanliness and good housekeeping of the premises, machinery and equipment and in upholding the laws in reference to driving.

21.03 The Union recognizes the need for improved methods and output in the interests of the employees and the business and agrees to co-operate with the Employer in the installation of such methods, and in the education of its members in the necessity of such changes and improvements.

ARTICLE XXI - UNION CO-OPERATION (Cont'd.)

21.04 The Union recognizes the need for conservation and the elimination of waste, and agrees to co-operate with the Employer in suggesting and practising methods in the interest of conservation and waste elimination.

ARTICLE XXII - WELFARE

22.01 The Employer agrees to pay premiums to a group insurance carrier to provide the following benefits:

- 1) a) Group Life Insurance in the amount of forty thousand dollars (\$40,000.00).
- b) Accidental Death and Dismemberment Insurance in the amount of forty thousand dollars (\$40,000.00).
- c) Weekly Indemnity Insurance equivalent to U.I.C. maximum, but not less than three hundred, fifty dollars (\$350.00) per week, on a 1/1/8/26 basis.

All premium reductions revert to Employer to provide benefits.

Long Term Disability Insurance upon the expiration of the Weekly Indemnity Insurance and (U.I.C. Benefits, if applicable,) to provide a benefit of one thousand dollars (\$1,000.00) per month.

This LTD benefit is non-integrated with CPP Disability benefit, with a five (5) year cap, not to exceed age sixty-five. Workers' Compensation Disability benefits are directly offset.

d) A Major Medical Plan to include:

- Prescribed drugs, meaning drugs that can only be purchased by prescription.
- Ambulance service.
- Hospital room supplement (difference between semi-private room and standard ward coverage).

This plan will have a ten dollar (\$10.00) deductible feature per employee or family in each calendar year.

e) A Vision Care plan to provide prescribed eye glasses to a maximum of one hundred, forty dollars (\$140.00) in two years.

ARTICLE XXII - WELFARE (Cont'd.)

- 2) A Dental Plan with benefits equivalent to Ontario Blue Cross Plan Number Seven with Rider One and Rider Two, (no co-insurance for denture cost in Rider Two), based on the 1990 Ontario Dental Association Schedule of Fees.

Effective August 1st, 1992, increase to the **1991 O.D.A.** Schedule of Fees.

Effective April 1st, 1993, increase to the **1992 O.D.A.** Schedule of Fees.

No Maximum benefit payable shall be less than three thousand dollars (\$3,000.00) per calendar year per insured person.

The foregoing are subject to the terms of the plans in each case, including the eligibility requirements as established under the plans.

To be eligible for any increases in the amount of benefit of any plan, employees must be actively at work on the date of any change; otherwise, the increased benefit or coverage becomes effective upon the employee's return to work.

22.02 **DC PLAN**

The Employer agrees to pay two hundred and five dollars (\$205.00) for each eligible employee per month into a pension plan, which shall be jointly and equally trusted.

Effective January 1st, 1993, increase to two hundred, fifteen dollars (\$215.00) per month,

Effective January 1st, 1994, increase to two hundred, twenty-five dollars (\$225.00) per month.

22.03 **QUALIFICATIONS**

All employees, other than probationary employees, who work a day or more in a calendar month, shall be covered for the welfare and pension outlined herein.

An employee recalled after one (1) month lay-off or more, shall be covered for the calendar month in which he is recalled provided he works seven (7) days or more in the month. Otherwise, he shall be covered from the first of the month following his return to work.

For new employees, all welfare and pension coverage to be in effect from the first day of the month following completion of ninety (90) calendar days of employment.

ARTICLE XXII - WELFARE (Cont'd.)

22.03 QUALIFICATIONS (Cont'd.)

An employee absent because of illness or accident shall be covered for Welfare and Pensions for a six (6) month period.

ARTICLE XXIII - WEEKLY GUARANTEE

23.01 It is agreed as follows:

- a) The Employer may, in conformity with the seniority provisions governing layoff, reduce its working force by laying off employees to whatever extent it deems necessary.
- b) The Employer agrees to guarantee earnings equivalent to thirty-five (35) times their basic hourly rate, for each scheduled work week, to seventy-five percent (75%) of the daily average of those employed in each classification during that week. This seventy-five percent (75%) shall be made up on the basis of seniority in each classification. The remaining employees in each classification other than those who have received a **U.I.C.** Record of Employment Form from the Employer shall receive a minimum gross payment for that week of three hundred dollars (\$300.00). Any employee who has received a U.I.C. Record of Employment Form and who performs work in any week shall receive the applicable minimum gross payment as set out herein for that week. Any employee who has received a U.I.C. Record of Employment Form and is requested to work shall report, unless he has a reasonable reason for not reporting.

The appropriate **U.I.C.** deductions to be made and remitted.

- c) Those employees who are not expected to be working in a given week shall be so informed by the last day of the Employer's work week, in order that such employees may immediately register for the maximum benefits under the Unemployment Insurance Act, 1971. Failure to notify the employee shall result in the employee receiving the applicable minimum guarantee of three hundred dollars (\$300.00) as set out herein for the week (it is understood and agreed that if the employee is not working on the last day of the Employer's work week, a telephone call to the last telephone number registered with the Employer by noon of the following work week, shall constitute notice under this section). Any employee who has been so informed and is requested to work shall report unless he has a reasonable reason for not reporting.

ARTICLE XXIII - WEEKLY GUARANTEE (Cont'd.)

23.01 The appropriate U.I.C. deductions to be made and remitted.

- d) Notwithstanding the provisions of Article X, an employee or employees who have worked insufficient hours to earn the applicable minimum guarantee as set out herein of three hundred dollars (\$300.00) may be worked in lieu of an employee or employees who have earned thirty-five (35) times their basic hourly rate or more during that scheduled work week. In order to apply the provisions of 23.01 (d), the Employer must have employees on lay off.

The appropriate U.I.C. deductions to be made and remitted.

- e) Notwithstanding the provisions contained herein, the parties to this Collective Agreement shall, providing it is mutually agreed and reduced to writing, be free to introduce a system which varies the call-in and guarantee provisions contained in this Agreement. A two-thirds majority will be required to institute or cancel changes made under this clause. Should either of the parties wish to discontinue the new system, two (2) weeks' notice to the other party shall result in the reversion to the provisions contained herein, or such other system as the parties may decide.

23.02 Senior employees will not receive less regular and overtime hours of work than the junior employee in the same classification in a four (4) week period commencing with the pay period next following January 1st in each year.

23.03 Failure to be available and/or work on any day that he is required in the scheduled work week, or failure to complete the number of hours required of him, shall deprive the employee concerned of the guarantees expressed herein. Employees called later than 10:00 a.m. and who are not available for work that day shall not be disqualified from any guarantees under this section. Employees absenting themselves for any reason, including disciplinary suspensions, shall result in forfeiture of the guarantees expressed herein except that absence as a result of illness shall reduce the weekly guarantee by eight (8) hours per day. This will not deprive the employee of the opportunity to work on any following day of the work week.

23.04 Paid holidays may be used in the computation of the weekly guarantee for the weekly pay period in which the holiday falls.

23.05 Hours worked on Saturday and Sunday shall not be used in the computation of the Weekly Guarantee.

ARTICLE XXIV - REPORTING ALLOWANCE

24.01 An employee who reports for work and is not provided with at least four (4) hours work, shall be paid the appropriate rate for all hours actually worked and his basic rate for any remaining hours short of a total of four (4). If his regular work is not available, he may be assigned to any duties that are available for these hours. The provisions of this Article do not apply where the employee has been notified not to come into work.

ARTICLE XXV - FUNERAL PAY

25.01 The Employer will grant upon request, up to three (3) working days leave of absence with pay in the event of the death of an employee's father, mother, wife, child, common-law wife or husband, brother, or sister, father-in-law or mother-in-law, brother-in-law or sister-in-law. A "brother-in-law" or shall mean a brother or sister of the spouse of the employee, or the spouse of a brother or sister of the employee. The Employer will grant upon request, one (1) working day leave of absence with pay in the event of the death of an employee's grandparent. Such leaves of absence are not automatic and shall only be granted when the circumstances require for the purpose of attending the funeral and/or making funeral arrangements.

ARTICLE XXVI - MEDICAL EXAMINATIONS

26.01 Any medical examination requested by the Employer or required by law shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- a) If an employee with seniority takes a medical examination during the normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination. One (1) working day's notice of the medical examination shall be given.
- b) If the medical examination is taken after working hours, the employee shall not be paid for the time involved, but shall in such cases receive at least one (1) week's notice prior to the appointment with the doctor.



ARTICLE XXVII - JURY DUTY

27.01 The Employer shall pay an employee who is required for jury service or witness on behalf of the Employer, for each day of service, the difference between eight (8) hours at the straight time rate and the payment he receives for such service.

ARTICLE XXVIII - DURATION OF AGREEMENT

28.01 Unless changed by mutual consent, the term of this Agreement shall continue in effect to the 31st day of March 1994, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.


28.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

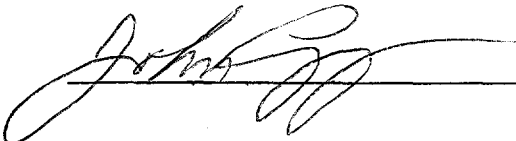
28.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until conciliation proceedings prescribed under The Ontario Labour Relations Act have been completed, whichever date should first occur.


IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives **as** of the date and year first above written.

FOR THE EMPLOYER:

FOR THE UNION:







APPENDIX "A"

Because of special conditions existing between the Company and the Union, it is understood and agreed that the provisions of Article XIII shall be interpreted in accordance with the following lay-off procedure:

- a) In the case of truck drivers, batchers and yardmen, whenever a work stoppage occurs or becomes apparent, the above classifications are to be grouped and lay-off shall be applied on divisional basis.

The following are designated as divisions for this purpose:

- i) **Burlington and Milton** are one division
- ii) **Hamilton Ready Mix plants** are one division
- iii) **Hamilton Garage** is one division
- iv) **St. Catharines and Welland** are one division
- v) **Brantford** is one division
- vi) **Guelph** is one division
- vii) **Georgetown** is one division

LETTER OF UNDERSTANDING

BETWEEN: **RED-D-MIX CONCRETE**
Division of Lafarge Canada Inc.

AND: **TEAMSTERS LOCAL 879 or 141**
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

The Employers listed hereunder agree that if a ready mix operation owned/ by one of the listed Employers:

- 1) is purchased by another of the listed Employers;
- 2) and if the purchased Employer is signatory to the Ready Mix Agreement with Local 879 or 141 of the Teamsters Union;
- 3) and if the purchased Employer is within the geographic area of the Ready Mix Agreement with Local 879 or 141 of the Teamsters Union;
- 4) and if the operations of the two (2) Employers are merged, and the employees are intermingled;
- 5) and if the purchased Employer has a Letter of Understanding identical in form with this Letter of Understanding;

the seniority lists of the two (2) Employers with respect to members of the Union covered by the Ready Mix Agreement shall be dovetailed. If the purchasing Employer does not require all of the employees after the merger and intermingling, lay-off will commence at the bottom of the dovetailed seniority list; and such employees will remain on the dovetailed seniority lists for the purpose of recall.

Boehmers
Canada Building Materials Company
Clem's Ready Mix
Dufferin Concrete Products
Hogg Fuel and Supply Limited
K-W Blair Readymix (1973) Limited
Premier Concrete Products
Raith Cement Contractor Limited
Red-D-Mix Concrete
Transit Mixed Concrete and Builders Supply

EXECUTED at Hamilton this 20th DAY OF August 1992

FOR THE EMPLOYER

FOR THE UNION

per: 

per: 



LETTER OF UNDERSTANDING

BETWEEN : **RED-D-MIX CONCRETE**
 Division of Lafarge Canada Inc.

Hereinafter referred to as the **"COMPANY"**

AND: **TEAMSTERS LOCAL UNION NO. 879**

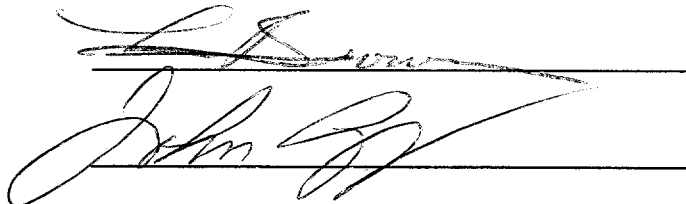
Hereinafter referred to as the **"UNION"**

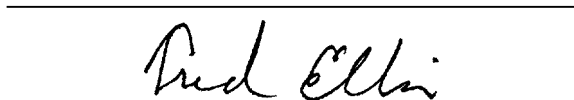
As a result of a meeting between the Company and the Union on April 7th, 1980, the following is agreed to:

- 1) Employees hired during the vacation period between June 1st and September 15th in any year shall be classed as summertime help under Article XIII and Clause 13.01 shall not apply. However, an employee kept working after September 15th in any year shall gain seniority standing and such seniority shall be backdated to the first date of hire.
- 2) Summertime employees shall not be entitled to the grievance procedure.
- 3) However, such employees will not pay Union initiation fees, but will pay the usual Union monthly dues.

FOR THE COMPANY

FOR THE UNION





LETTER OF UNDERSTANDING

RE: Memorandum of Agreement of July 4th, 1992, Article 14.03

It is understood that should an employee's licence be suspended for a twelve (12) month period and not be re-issued due to government administrative delays, the leave of absence will be extended for a reasonable period of time.

DATE:

August 20, 1992

FOR THE COMPANY

FOR THE UNION

L. Brown

John G. G.

Dud Ellis

