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COLLECTIVE AGREEMENT

between

PRIMEAU MIRON/PREMIER CONCRETE
A Division of Essroc Canada Inc.
(Ashton, Arnprior, Pembroke)

(hereinafter called the "EMPLOYER")

and

TEAMSTERS LOCAL UNION 91;
affiliated with the International Brotherhood of Teamsters,

(hereinafter called the "UNION")

0949701a

EFFECTIVE FROM: December 7, 1991
TO: December 6, 1992

JUN 25 1992

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ARTICLE 1 - INTENT AND PURPOSE

- 1.01 The purpose and 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 procedure, and conditions of employment.

ARTICLE 2 - COVERAGE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of Primeau/Miron Premier Concrete (a Division of Essroc Canada Inc.) employed at or working out of the Township of McNab and Petawawa and the Ashton plant in the Township of Goulbourn, save and except foremen, those above the rank of foreman, office and sales staff.
- 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.

ARTICLE 3 - UNION SECURITY

- 3.01 The Employer agrees that all 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 New employees shall make application for membership in the Union at the time of hiring and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served.
- 3.03 The Employer agrees that when new employees are hired they will fill out a form covering particulars of hiring, such form to be supplied by the Union, and forward this form to the Union office at the same time as Union dues are remitted.

3.04 (a) On receipt of proper authorization, the Employer agrees to deduct the Union initiation fee in four weekly payments, and the monthly Union dues. Union dues shall be deducted from the first pay due each eligible employee in each month and remitted to the Union on or before the 15th day of the month.

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

(b) Monthly Union dues shall be deducted and remitted to the Union, from probationary employees who have completed twenty (20) days worked.

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.

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.

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 just cause. Disputes will be subject to the grievance procedures, and arbitration if necessary.

3.08 The Employer agrees to have shown on the employees T-4 slips, the total yearly Union dues deducted.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 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 improved production methods or facilities, and the right to establish and maintain just rules and regulations covering the operation, violations of which may result in discipline which may range from a reprimand to discharge, dependant upon the severity of the infraction and taking into account the employee's past disciplinary record, lies exclusively with the Employer.

4.02 Whenever the Employer establishes any new rule or regulation governing the conduct of the employees, they shall be communicated forthwith to the Union in order that the Union may have an opportunity to protest if it believes that any such rule(s) is inconsistent with the provisions of this Agreement and/or are unjust.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Any differences, disputes or complaints arising over the interpretation or application of this Agreement shall be submitted in writing, on a form supplied by the Union and, signed by the employee(s) involved. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

STEP #1

By a conference between the aggrieved employee and his immediate superior. The employee may be accompanied by his Steward. The immediate superior shall give his decision within two full working days. Failing settlement: then,

STEP #2

Within ten (10) full working days following the decision in Step No. 1, an official of the Union shall meet with a representative 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.

5.02 Failing a settlement under Step No. 2 of any difference between the parties arising from the interpretation, administration 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 has been made within thirty (30) days of management's decision under Step No. 2, it shall be deemed to have been abandoned,

5.03 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.

- 5.04 Any complaint or grievance concerning or affecting a group of employees shall be originated under STEP #2.
- 5.05 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step #2.
- 5.06 A claim by an employee that he has been unjustly discharged or laid off shall be treated as a grievance and may be taken up under STEP #2, of the Grievance Procedure provided a written statement on such grievance is lodged with the Employer within five (5) working days after the discharge or lay-off is effected. Such special grievances may be settled under the Grievance Procedure by:
- (a) confirming the Employer's action in dismissing or laying off the employee;
 - (b) reinstating the employee with full compensation for time lost; or
 - (c) any other arrangement which may be deemed just and equitable.

ARTICLE 6 - ARBITRATION

- 6.01 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 arbitrators so nominated shall attempt to select, by agreement, a Chairperson of the Arbitration Board. If they are unable to agree upon a Chairperson within a period of ten (10) full days following the date of their appointment they will then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- 6.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 6.03 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the Grievance Procedure.

- 6.04 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 grievances then before the Board.
- 6.05 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(s) concerned. If there is no majority decision, then the decision of the Chairperson shall govern.
- 6.06 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.

ARTICLE 7 - STEWARDS

- 7.01 The Union shall have the right to appoint or elect a reasonable number of Stewards in each plant to assist employees in presenting their grievances to the Employer, and supervise the administration of this Agreement.

The Union agrees that it will keep the Employer supplied with a list of the Stewards and officers and any changes that occur.

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.

One recognized Union Steward in each plant will have top seniority in his plant, and during seasonal layoffs will be the last man to be laid off or transferred out of his plant provided he is able to do the work required and is prepared to accept the applicable rate of pay.

- 7.02 Whenever possible, grievances shall be processed during normal working hours of the Stewards. A Steward shall receive his regular rate of pay provided that the grievance is not at the arbitration stage and the discussions are held during his regular hours of work on Company property.

ARTICLE 8 - 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 such a situation occurs and a ready mix pour has started, deliveries may continue until such pour is completed but in any event, not beyond a twenty-four (24) hour period. This twenty-four (24) hour period may be extended by mutual agreement.

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

ARTICLE 9 - HOURS OF WORK

9.01 The work week shall be forty-four (44) hours; four (4) days of nine (9) hours Monday to Thursday and eight (8) hours on Friday. Regular hours shall be paid for at straight time rates.

9.02 It is understood that employees shall take one half hour lunch without pay during the working period between the fourth and sixth hours worked, but they shall not be required to take more than such half hour. However, an employee who requires an additional meal period may arrange with the dispatcher for an extra half hour off without pay.

9.03 Time and one-half the regular rate will be paid for any work performed in excess of nine hours Monday to Thursday and in excess of eight (8) hours on Friday, and forty-four (44) hours per week.

- 9.04 Time and one half the regular rate of pay will be paid for any work performed after eight (8:00) p.m. by Drivers, Batchers and Yardmen assigned to a regular day shift, Monday to Friday, regardless of the number of hours worked during the day.
- 9.05 One and one-half times the employee's regular rate shall be paid for all work performed on Saturday, except to those employees whose regular shift work includes Saturday.
- 9.06 Double the employee's regular rates shall be paid for all work performed on Sunday.
- 9.07 To the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provisions.
- 9.08 Overtime which occurs Monday to Friday will be equitably distributed among the employees who regularly perform such duties. Overtime which occurs on Saturdays, Sundays and on Paid Holidays will be offered by seniority to those employees who regularly perform such duties.
- 9.09 A night shift premium of forty-five cents (\$0.45) per hour shall be added to the hourly rate of any employees who are assigned to a regular night shift at straight time rates. A regular night shift means a shift occurring for three (3) or more consecutive working days, and the shift premium shall be paid where the work shift starts at 4:00 p.m. or after.
- 9.10 Employees will be granted two (2) paid rest periods of ten (10) minutes each per work shift. These rest periods shall be taken in such a way as to not affect production.

ARTICLE 10 - PAID HOLIDAYS

10.01 The following Holidays when not worked shall be paid for at the regular rate of pay. An employee will forfeit pay for the Holiday if he has been absent without permission on his last scheduled shift before the Holiday and his first scheduled shift following the Holiday, unless such absence is due to a bona-fide illness. The Employer may require a medical certificate as proof of illness.

New Years Day
Good Friday
Victoria Day
Dominion Day
Boxing Day

Labour Day
Thanksgiving Day
Christmas Day
Civic Holiday
One (1) Floater

Floater to be taken at a time mutually agreeable to the employee and his manager.

10.02 The basis of pay referred to in paragraph 10.01 shall be nine (9) hours at the straight time rate as established.

10.03 Notwithstanding paragraph 10.01, no employee shall be eligible for the Holiday pay unless he has worked within the fourteen (14) day period prior to the Holiday, and unless he has worked his scheduled shift immediately prior and immediately after the Holiday.

10.04 Double the regular rate shall be paid for all work performed on such a Holiday, in addition to the Holiday pay.

10.05 An employee who works on a Paid Holiday as listed under 10.01 above shall automatically be eligible for nine (9) hours pay at straight time rate for the Holiday in addition to what he is eligible to receive for working as covered by 10.04 above.

ARTICLE 11 - OTHER WORK

11.01 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. This arrangement does not apply to those instances where the employee is assigned to other work because he has not been satisfactorily performing his regular work, or where he is regularly assigned to a lower rated job because of lack of work in his regular job in order to avoid laying him off. In these latter cases the employee will accept the rate of pay for the job to which he is assigned.

An employee shall not be compelled to do other work if he is unable to perform such work by reason of physical or other disability.

ARTICLE 12 - SENIORITY

12.01 New employees will serve a probationary period of thirty (30) days worked or ninety (90) calendar days, whichever first occurs, before acquiring seniority rights. Seniority will date back to the last date of hiring with the Employer within this bargaining unit. Seniority will only be maintained in the location the employee works out of (Amprior, Ashton or Pembroke plant).

12.02 In all cases of promotion, increase or decrease of working forces, the following factors shall be considered and where (b) and (c) are relatively equal, seniority shall govern:

- (a) seniority;
- (b) requirement of the job;
- (c) ability, efficient service and physical fitness,

12.03 (a) The Employer shall maintain seniority records which will be open for inspection by the duly recognized representative of the Union and shall provide the Union with seniority lists, on January 15th and June 15th of each year.

(b) Separate seniority lists shall be maintained for each location from date of hire.

- 12.04 A separation certificate will be granted after a period of lay-off of more than seventy-two (72) hours (at the request of the employee). An employee recalled to work during this period shall report for work not later than the working day following the date of the recall notice and the recall notice may be by telephone.
- 12.05 Seniority will not be broken due to absence from employment because of sickness, accident, or other unavoidable reasons which justify such absence.
- 12.06 (a) 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. This Article does not apply if such suspension is related to the use of a Company vehicle.
- (b) An employee whose regular duties involve the driving of Company vehicles and who loses his licence for medical reasons shall be permitted to displace the most junior employee provided he has the ability to perform the required work and is prepared to accept the applicable rate of pay.
- 12.07 Employees will be granted leave of absence without loss of seniority to attend labour conventions, or to serve in any capacity on official Union business, or for legitimate personal reasons. Such leaves of absence shall be in writing, a copy of which will be forwarded immediately to the Union. No leave of absence will be granted for the purpose of self-employment or work for another company, save and except for a Company of the Employer.
- 12.08 An employee shall lose his seniority and employment if he:
- (a) voluntarily quits the employ of the Employer;
 - (b) is discharged and not reinstated through the Grievance Procedure;
 - (c) is laidoff and is not re-employed within one (1) year form the date of lay-off;

(d) fails to return to work within eight (8) days after he has been notified by the Employer by registered mail, or if he fails to advise the Employer within five (5) days thereafter of his intention to return and including a request for extension which shall not extend beyond and additional seven (7) days.

12.09 An employee, who is requested to return to work and 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 within eight (8) days of notification to do so.

12.10 Notice sent by the Employer to an employee's last recorded address shall be sufficient and effective notice.

It is understood and agreed that it shall be a condition of employment that each employee have a telephone in working order and that he shall keep the Employer advised of this telephone number and any changes that may occur. The employee must also keep the Employer advised of his address and any changes that may occur.

12.11 If an employee is transferred out of the bargaining unit, he shall continue to accumulate his seniority. If for any reason he returns to the bargaining unit within one (1) year of his transfer, he will be credited with his full seniority to the date of his return. After one (1) year, the transfer will be assumed to be permanent and the employee will lose all accumulated seniority in the bargaining unit.

12.12 The Employer agrees that no employee except dump truck drivers who have attained seniority shall be displaced as a result of the engagement of brokers to perform work normally performed by such employee during the life of this Agreement.

ARTICLE 13 - DAILY CALL IN

13.01 Employees shall be called in strictly in the order of their seniority within their classification.

It is agreed that a senior employee, who has not worked eight (8) hours in a day, shall not be sent home before a junior employee, provided the junior employee is available.

A senior employee will not receive less hours of work than a junior employee in the same classification, in a four (4) week period, commencing with the pay period next following January 1st in each year.

Immediately following the four (4) week period referred to in the above paragraph, the Employer agrees to supply the Union Steward with a list of hours worked, for the latter's use.

ARTICLE 14 - VACATIONS

- 14.01 The vacation year shall be from July 1st to June 30th each year. Those employees who have not completed one (1) year of continuous service will receive vacation pay in accordance with the Ontario Employment Standards Act.
- 14.02 Employees who have completed one (1) to three (3) years of continuous service as of July 1st in any year shall receive two (2) weeks vacation and vacation pay at the rate of four per cent (4%).
- 14.03 (a) Employees who have completed four (4) or more years of continuous service as of July 1st in any year shall receive three (3) weeks vacation and vacation pay at the rate of six per cent (6%).
- (b) Employees who have completed ten (10) or more years of continuous service as of July 1st in any year shall receive four (4) weeks vacation and vacation pay at the rate of eight per cent (8%).
- (c) Employees who have completed twenty (20) or more years of continuous service as of July 1st in any year shall receive five (5) weeks vacation and vacation pay at the rate of ten per cent (10%).
- 14.04 Employees who have been laid off for a period of one (1) month or more may not be required to take vacation.
- 14.05 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 employee and he shall make his choice known prior to going on vacation.
- 14.06 If an employee's employment is terminated for any reason whatsoever, he will be paid his accumulated credits.

- 14.07 Taxes will be deducted from vacation pay on a weekly basis, An employee's vacation pay will be allowed to accumulate and held in trust by the Employer for payment to the employees twice per calendar year. Payment for vacation pay will be made during the first fifteen (15) days of July and during the first fifteen (15) days of November, Employees who so request shall have their vacation pay issued in conjunction with their holidays,
- 14.08 A vacation schedule shall be posted from February 1st to March 1st of each year at which time the employees shall indicate their preference of vacation dates. The Employer shall post a final vacation schedule by April 1st. Vacations shall be accorded by classification seniority and according to production requirements. Subsequent changes shall be made only by mutual agreement.
- 14.09 Employees, once on vacation, cannot be compelled to return to work during their scheduled vacation period.
- 14.10 Vacations must be taken annually and cannot be accumulated from year to year.

ARTICLE 15 - RATES OF PAY

- 15.01 (a) Attached hereto and forming part of this Agreement is APPENDIX "A" covering classifications, rates of pay, lead hand premium and new classifications.
- (b) The Employer agrees to make every effort to make pay cheques available on Thursday of each week.
- 15.02 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 under the provisions of this Agreement.

ARTICLE 1 - WORKING COI

- 16.01 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.

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- 16.02 Employees shall report immediately, in complete detail, all accidents, including the names and addresses of all witnesses to the accident.
- 16.03 Employees shall report promptly to the Employer, in writing, all defects in equipment.
- 16.04 The Employer shall not ask any employee to take out equipment which in the opinion of the Employer's master mechanic or the deputy named by the Employer, is not in good mechanical condition.
- 16.05 No employee shall allow anyone other than employees who are on duty to ride in Company vehicles.
- 16.06 Upon request made to the Employer or his designated representative an accredited Union official will be granted access to the Employer's premises for the purpose of satisfying himself that the terms of this Agreement are being complied with.
- 16.07 The Employer will provide bulletin boards in mutually satisfactory locations in all plants for the use of the Union in posting notices of Union activities, such notice to be approved by management before posting.
- 16.08 All trucks will be equipped with an adequate heater, defroster, sun visor and windshield washer.
- 16.09 Machines operating outside during the winter months shall be equipped with heaters and have adequate cab protection against weather.
- 16.10 When it is necessary to clean trucks with acid, rubber suits, safety goggles and rubber gloves will be provided by the Employer.
- 16.11 Employees shall not be required to clean trucks outside in below freezing weather.
- 16.12 Foremen will not be permitted to do the work of Union members except in cases of necessity or emergency.
- 16.13 Batching plants shall be ventilated and heated.
- 16.14 The Employer will provide an adequate lunch room for all employees.
- 16.15 The Employer will provide clean and sanitary washrooms at all times.

- 16.16 The Employer will install water coolers with adequate supply of fresh drinking water where required.
- 16.17 The Employer agrees to supply coveralls to the batcher man, mechanics, maintenance and machine operators. Truck drivers required to grease or maintain equipment will be provided with a pair of coveralls. The Employer agrees to supply gloves when required.
- 16.18 (a) Notice of job openings will be posted for a period of three (3) working days. Prior to posting on the bulletin board, the notice will be time marked by the punch clock.
- (b) The Employer shall be permitted to fill any vacancy on a temporary basis, for a maximum of fourteen (14) days. Only the original vacancy and up to two (2) resulting vacancies shall be posted. Any subsequent vacancies shall be by assignment.
- (c) Employees off work because of lay-off, WCB, illness or vacation, will be notified of the job posting.
- 16.19 The Employer agrees to assume the fine or penalty applicable to any vehicle which may have been loaded in excess of the legal limit.
- 16.20 The Employer agrees to supply at no charge, rainwear to those employees who are required to work outside during inclement weather. The employee will be responsible to return the rainwear upon termination of employment and will exercise suitable care.
- 16.21 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.

16.22 Employee classified as drivers, who are required by government regulation or legislation to complete a license and such examination must be conducted during regular working hours, the employee will be paid two (2) hours at regular rate of pay for time required to complete the examination,

16.23 Effective the date of ratification the sum of fourteen dollars (\$14.00) per month shall be paid to mechanics and maintenance employees as a tool allowance. Payment is to be made in installments on the second pay day of June and December in each year, on a pro rated basis, for those months during which he performed work for the Employer.

16.24 Effective the date of ratification the sum of seven dollars (\$7.00) per month shall be paid to employees as a safety shoe allowance. Payment is to be made in installments on the second pay day of June and December in each year, on a pro rated basis for those months during which he performed work for the Employer.

ARTICLE 17 - UNION CO-OPERATION

17.01 The Union and the employees agree to uphold the rules 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 established by the Employer and not conflicting with this Agreement.

17.02 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.

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

- 17.04 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 interests of conservation and waste elimination.

ARTICLE 18 - REPORTING ALLOWANCE

- 18.01 An employee who reports for work at the regular time and is not provided with at least four (4) hours work shall be paid for at least four (4) hours. This does not apply if the employee has been notified not to come into work. Such notice shall be given by 8:00 a.m. of the work day.
- 18.02 In the event an employee is required after 8:00 a.m., the senior employee shall be called. If he is not available, employees shall be called in order of seniority,

ARTICLE 19 - HEALTH INSURANCE

- 19.01 During the life of this Agreement the Employer agrees to pay 100% of the cost of the following on behalf of employees who have completed their probationary period who work at least one (1) day per month:
- (a) Premiums to a group insurance carrier to provide the following benefits:
- (1) Group Life Insurance in the amount of \$22,000.
 - (2) Accidental Death and Dismemberment insurance in the amount of \$22,000.
 - (3) Weekly Indemnity insurance equivalent to U.I.C. maximum on a 1-1-8-36 basis, effective the first day of the month following ratification. All rebates accrue to the Employer to provide benefits.
 - (4) A Major Medical Plan which shall include prescribed drugs, prescribed eye glasses, to a maximum of \$125.00 in two (2) years, ambulance service, hospital room supplement (difference between semi-private room and standard ward coverage). This Plan will have a \$25 deductible feature per employee or family, but this deductible shall not apply to eye glasses. The Major Medical Plan shall become effective, with the first day of the month following ratification.

(5) A Dental Plan with benefits equivalent to Blue Cross Plan No. 7, Rider 2, with the ODA schedule of fees one year behind. Three thousand dollars (\$3,000.00) maximum per year per employee and per dependant.

(6) A Long Term Disability Insurance, upon the expiration of the weekly indemnity insurance, to provide a benefit of one thousand dollars (\$1,000.00) per month to age sixty-five (65).

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

19.03 Premiums for the insurance plan will be remitted directly to the Employer. In the event of a layoff, an employee may maintain coverage for items 19.01 (b)(1), (2), (4) and (5), by prepaying the Employer the monthly premium. This provision shall not exceed three months. Any default in one prepayment by the employee, shall terminate the insurance coverage.

19.04 An employee absent because of illness or accident shall be covered for the first six (6) consecutive month period providing that such coverage and/or benefits do not duplicate benefits paid under the Workers' Compensation Act.

ARTICLE 20 - BEREAVEMENT PAY

20.01 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, spouse, wife, child, brother or sister, father-in-law, or mother-in-law. 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. A one (1) day leave of absence with pay will be granted upon request for the purpose of attending the funeral of a brother-in-law, sister-in-law, grandparents and/or grandchildren if the day of the funeral is a working day.

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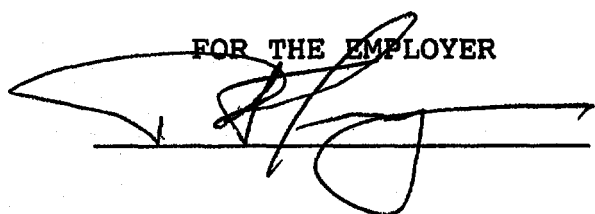
ARTICLE 21 - DURATION OF AGREEMENT

21.01 Unless changed by mutual consent, the terms of this Agreement shall be in effect from December 7, 1991 until December 6, 1992, and shall continue in effect-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.

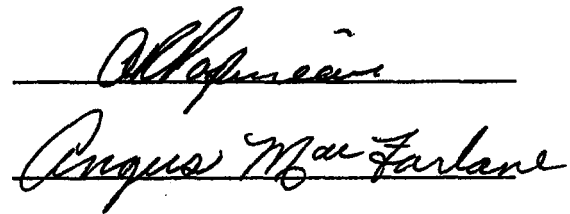
21.02 If, pursuant to negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until conciliation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

Signed at Ottawa this 22ND day of JUNE 1992.

FOR THE EMPLOYER



FOR THE UNION



APPENDIX "A"

<i>Classification</i>	Rates of Pay as of <u>12/7/91</u>	Rates of Pay as of <u>4/1/92</u>	Rates of Pay as of <u>7/1/92</u>
Lead Hand Production	\$ 15.50		
Mechanic (Licensed)	16.25		
Mechanic (Unlicensed)	14.50		
Plant Maintenance	16.25		
Ready Mix Batcher	14.40		
Truck Driver	14.20		
Ready Mix Driver (Ashton Only)	15.70	\$16.15	\$16.60
Lift or Loader Operator	13.80		
Machine Operator or Batcher	13.40		
Labourer	13.10		

A premium of twenty-five cents per hour (\$0.25/hr.) shall be paid to any driver required to use a trailer or tag along.

A.1 Lead Hand

A "Lead Hand" shall be defined as a person who may perform work and direct the work of other employees and he/she shall not have the authority to hire, fire, or penalize. He/she may relay operational instructions from Management to employees only when he/she is working as a Lead Hand. When a Lead Hand is required to work overtime he/she shall only enjoy work preference according to his/her seniority and qualifications as described in Article 12, and he/she shall not suffer the loss of the Lead Hand premium. A Lead Hand shall not enjoy preferential treatment and shall be subject to layoff in accordance with Article 12.02.

Lead Hands shall be paid \$0.10 per hour above the rank of their classification, other than Lead Hand Production.

LETTER OF UNDERSTANDING

between

PRIMEAU MIRON/PREMIER CONCRETE
(a Division of **Essroc** Canada Inc.)

(Hereinafter referred to as the "EMPLOYER")

and

TEAMSTERS LOCAL UNION 91

(Hereinafter referred to as the "UNION")

The parties agree that in the interpretation and application of Articles 12.08 and 12.09 of the Collective Agreement, the following shall apply:

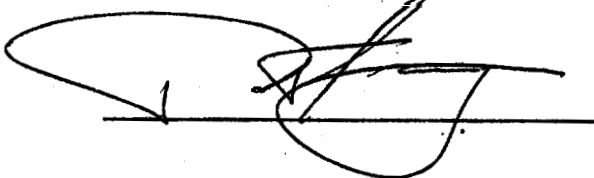
When an employee is being recalled from layoff the following procedure shall apply:

- (a) the employee will be contacted by telephone;
- (b) if the employee is not reached the following day, a telephone call to the employee, in the presence of a Union member shall be made;
- (c) if the employee is still not reached, a registered letter will be sent that day;
- (d) the junior employee will work until the employee, who has been sent the registered letter has advised the Employer of his date of return pursuant to the provisions of Article 12.08 and 12.09.

Dated at Ottawa this 22nd day of *June* 1992.

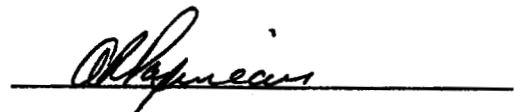
Once signed, this Letter of Understanding shall become and form and integral part of the Collective Agreement between the parties in effect until December 6, 1992.

FOR THE EMPLOYER



A large, stylized handwritten signature in black ink, written over a horizontal line.

FOR THE UNION



A handwritten signature in black ink, written over a horizontal line.

LETTER OF UNDERSTANDING

between

PRIMEAU MIRON/PREMIER CONCRETE
(a Division of Essroc Canada Inc.)

(Hereinafter referred to as the "EMPLOYER")

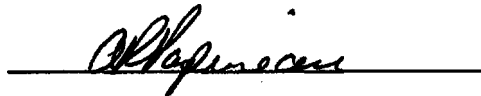
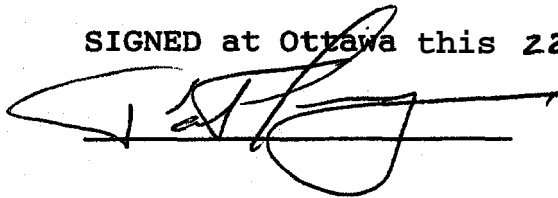
and

TEAMSTERS LOCAL LOCAL 91

(Hereinafter referred to as the "UNION")

This letter will confirm our agreement reached during negotiations that for the duration of this Agreement, the "BATCHER" position in Ashton will be classified as a Management position.

SIGNED at Ottawa this 22ND day of JUNE 1992.



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A MEMBER'S =====

Application for withdrawal cards should be made if a member is laid off, quits, is discharged, retires or is off work because of illness or injury.

APPLICATION FOR WITHDRAWAL CARDS ARE THE SOLE RESPONSIBILITY OF THE MEMBER AND MUST BE MADE AT THE LOCAL UNION OFFICE.

LOCAL 91 EXECUTIVE BOARD

- | | | |
|---------------------|---|----------------|
| President | - | Andre Papineau |
| Vice-president | - | George Perrin |
| Secretary-Treasurer | - | Mark Middleton |
| Recording Secretary | - | Basil Humphrys |
| Trustee | - | Norm Connors |
| Trustee | - | Morley Thomson |
| Trustee | - | Alain Lajoie |