

THIS INDENTURE OF AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN:

LAFARAGE CANADA INC.  
- DUNDAS QUARRY  
hereinafter called the "Company"

OF THE FIRST PART

- AND -

UNITED STEELWORKERS OF AMERICA,  
hereinafter called the "Union"

OF THE SECOND PART

INTENT AND PURPOSE

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 Company, to promote efficiency and service, and to set forth herein rates of pay, hours of work, dispute procedures and specifically negotiated conditions of employment.

The Company will not discriminate, in its recruitment or hiring practices against any person on the grounds of race, sex, creed, color, or ethnic origin.

All employees of the company have a right to freedom from harassment in the workplace as reflected in the Ontario Human Rights Code and the Canadian Human Rights Act. The Company will protect employees' rights under this legislation.

In order to facilitate the above relationship a Union/Management Committee (consisting of two Union and two Management representatives) will meet no less than quarterly.

ARTICLE 1 - RECOGNITION

- 1.01 The term "employee" when used in this Agreement shall include all employees of the Company at its Flamborough operation, save and except supervisor, persons above the rank of supervisor, office, sales staff, and weekend watchmen.
- 1.02 The Company agrees to recognize the Union as the sole collective bargaining agent with respect to wages, hours of work, conditions of employment for the employees defined in Article 1.01 above.
- 1.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Plant Superintendent, Quarry Superintendent, or other Plant Manager.

11600 (02)

1.04 Supervisory employees will not perform duties normally performed by employees within the bargaining unit when it results in the layoff or loss of overtime wages to the employee in the bargaining unit. This shall not prevent any supervisory employee from performing the necessary duties of instruction, start-up and experimental work, and from operating equipment in emergencies.

## ARTICLE 2 - UNION DUES

- 2.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 2.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal 13083 Postal Station 'A', Toronto Ontario M5W1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by ther Area Coordinator.
- 2.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
  - b) A list of the names of all employees from whom no deductions have been made and reasons;
  - c) This information shall be sent to both Union addressed identified in article .02 in such form as shall be directed by the Union of the Company.
- 2.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 2.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.
- 2.06 Students as defined in Article 12.01 (b) shall pay union dues according to the constitution of the union.

### ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges and agrees that it is the exclusive function and right of the Company to generally manage the industrial enterprise or enterprises in which the Company is from time to time engaged. Without limiting the generality of the foregoing, management's functions shall include:
- (a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter, and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees; the right to discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance by a seniority employee.
  - (b) Subject to the provisions of the Agreement, the right to select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall, suspend and retire employees, selection of employees for positions excluded from the bargaining unit.
  - (c) Subject to the provisions of this Agreement, the right to determine the location and the operation of plants and their expansion or curtailment, the direction of the working forces, the products to be manufactured, the sub-contracting of work, the schedules of production, the number of shifts, the methods, processes and means of production, job content, quality and production standards, the right to use improved methods, machinery and equipment, and the right to decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting time, the determination of financial policies; including general accounting procedures, price of goods sold and customer relations, are solely and exclusively the responsibility of the Company.
  - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Company.

### ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or otherwise.
- (a) The Company will continue to give notice of work schedules as far in advance as possible, notwithstanding work schedules for the following week or longer shall be posted by 12:00 noon each Wednesday. The Company will try to minimize subsequent changes to the work schedule but does not guarantee that changes to the schedule will not be made.
  - (b) Employees who are not capable of reporting to work must notify their Supervisor on a daily basis, where practicable at least four (4) hours prior to the start of their shift unless the nature of the absenteeism or medical prognosis dictates a later return.  
  
Employees absent less than two weeks due to sickness must notify the Company one (1) day in advance of their return to work.  
  
Employees who are not capable to report for work must notify their supervisor, where practical at least **(4)** four hours prior to the start of their shift.
  - (c) In order to assist the Company when contacting employees it shall be the duty of every employee to notify management promptly of any change of address or telephone number.

- (d) Employees shall remain on shift until relieved by their counter part on the next shift. If the employee is not relieved by his counterpart and he does not wish to work overtime, he shall tell the staff supervisor/group leader who will make a sincere effort to find a replacement.
- (e) Once having agreed to work overtime, the employee who does not report as scheduled, unless he provides the Company with a suitable excuse, will be subject to progressive discipline.
- (9) It is understood that breaks shall only be taken at a time and in a manner so that the effect on the Company's operation and production will be minimized. Any employee who abuses the break periods herein provided, by taking longer than the specified amount of time shall be warned for the first offence and shall be subject to disciplinary action for any additional offence.
- (g) For the purpose of scheduling shifts and overtime the vacation week shall start at the commencement of the employees first scheduled regular shift and finish at the start of the employees next regular shift. During this period employees names go to the bottom of the overtime allocation list.

4.02 Eight Hour Schedule - 5-Day Week

- (a) For persons on eight-hour shifts the normal workweek shall consist of eight (8) hours per day, five days per week, Monday through Friday. Regular day shift will begin at 7:00 a.m. and finish at 3:30 p.m., and shall include one half hour unpaid lunch period and two ten (10) minutes breaks, except where mutually agreed between the Company and the Union. One to be taken during the first four (4) hours of the shift, the second to be taken during the second four (4) hours of the shift.

- (b) The starting time of shifts may vary as follows:

Day Shift	5:00 am – 10:00 am
Afternoon Shift	1:00 pm – 5:00 pm
Night Shift	9:00 pm – 12:00 midnight.

- (c) The Company will pay shift differentials to employees on shifts other than the regular day shift on the following basis.

Afternoon Shift

Effective April 23, 1998 fifty cents (\$0.50) per hour in addition to wage schedule.

Effective date of Ratification– fifty-five cents (\$0.55) per hour in addition to wage schedule.

Night Shift

Effective April 23, 1998 fifty-five cents (\$0.55) per hour in addition to wage schedule.

Effective date of ratification– sixty cents (\$0.60) per hour in addition to wage schedule.

- (d) Employees will be paid overtime at one and one half times (1-1/2) their regular rate of pay for all hours worked in excess of the regular work day or work week as set out above.
- (e) An employee who performs work on a Sunday or second scheduled day off shall be paid at the rate of two (2) times their regular rate of pay, exclusive of premiums.

#### 4.03 Alternative Shift Schedules:

In order to develop alternative shift schedules to the existing contract that may from time to time be required, the parties agree to form a Scheduling Committee. The Committee will be comprised of the Vice President and General Manager or his designate, and the United Steel Workers of America Staff Representative or his designate and two delegates named by each party. The local Union President will appoint the two Union delegates. The committee shall meet quarterly, or as requested by either the Vice President and General Manager, or the Local Union President, but in any case not more frequently than bi-weekly. The meetings shall be to determine and develop schedules necessary to meet the needs of the operation and its customers, that may vary from season to season.

Seniority employees within these departments will vote to approve the schedule. To approve a schedule change, a minimum of sixty (60) percent of the members within the department or work area must agree.

The Company agrees to pay for all lost time from work for all hours spent on this Committee. The Union Committee, upon agreement of the schedules will recommend the agreed to schedules to the membership (within the department affected by the changes). Should the Union not agree that the schedule is necessary, a grievance shall be processed and heard at Step 3 of the Grievance Procedure. Should the grievance not be settled at Step 3, the Grievance Procedure will be deemed exhausted and the grievance eligible for Arbitration. The Company agrees that there will be no objection to the grievance being arbitrable. The arbitrator will have the authority to remedy the grievance by ordering the Company to revert to the previous hours of work or to uphold the Company position.

#### 4.04 Allocation of Overtime

The Company will post a weekly overtime schedule by noon on Wednesday and such schedule shall remain posted until noon on Friday. The schedule will cover the following week's potential overtime opportunities for the period of Monday to Sunday. A copy of the list will be provided to the Unit Chair after the posting.

Employees on a voluntary basis may sign the list indicating their availability for the overtime that may be required in the period. Employees not signing the overtime list will have no claim to any overtime that may arise during the period.

From those employees who sign the list, and for overtime assignments that arise, employees will be assigned through the following process:

1. To the senior employee on the job
2. Then, for any overtime requirements not filled through #1, the overtime will be offered to the "senior" qualified employee.

Employees from the schedule who are required for Saturday and/or Sunday overtime assignments will be notified by noon on the Friday before.

For overtime assignments required during the period Monday to Friday, the Company will attempt to provide as much notice as possible prior to the overtime assignment.

In the event that the Company is unable to fulfill its compliment of employees through the posting procedure, such overtime requirements will be fulfilled through assignment in an inverse order of seniority from qualified employees.

## ARTICLE 5 - WAGES

5.01 The wage rates as set out in Schedule "A" shall be in effect during the life of this Agreement.

## ARTICLE 6 - COST OF LIVING ALLOWANCE

6.01 The Cost of Living Allowance (C.O.L.A.) will be operative, the provisions of which are contained in Schedule "B"

## ARTICLE 7 - UNION COMMITTEE

7.01 The Union shall elect and the Company agrees to recognize, a Union negotiations committee consisting of a maximum of three (3) members. The Union shall notify the Company in writing of the names of the members prior to each contract renewal.

7.02 The Union may elect or appoint not more than three (3) shop stewards one of whom will be the unit chairperson. The Union shall notify the Company in writing of the names of the stewards and the department or group of departments each represents and of any changes in personnel of the stewards before the Company shall recognize them. It is understood that no more than two (2) stewards will represent a single department.

7.03 The Union undertakes to secure from its officers, committee members and members, their co-operation with the Company and with all persons representing the Company in any supervisory capacity.

7.04 It is understood that the Union stewards have their regular work to perform on behalf of the Company. If it is necessary for a steward to service a grievance during working hours, he shall not leave his work without first obtaining the permission of his immediate supervisor. If requested, he shall give a reasonable explanation why he deems such action is necessary. When resuming his regular work, he shall again report to his immediate supervisor. Should it be necessary for the steward in the performance of his duties to contact the steward or an employee in another department, he must also secure the permission of the Supervisor of such department before doing so.

7.05 The Company agrees to continue the payment of wages to Union officers for time spent in meetings with the Company during negotiations, and in handling grievances when such meetings occur during the employees' scheduled working hours.

## ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint. If the complaint is not adjusted by the immediate supervisor within three (3) working days of its presentation, the employee may then file a grievance.

8.02 No grievance shall be considered when the circumstances giving rise to it occurred or originated more than ten (10) working days before filing of the grievance.

8.03 The Union shall appoint or elect a Grievance Committee consisting of two (2) employees of the bargaining unit one of whom shall be the unit chairperson and /or one shop steward and the union will keep the Company furnished with an up-to-date list of members of such Grievance Committee.

8.04 Grievances shall be adjusted and settled as follows:

STEP NO. 1

The aggrieved employee shall present his grievance in writing to his immediate supervisor within the aforesaid ten (10) working days. At this stage the employee shall be accompanied by his steward if he so wishes. The supervisor shall give the grievor a written reply to the grievance within five (5) working days of such presentation of the grievance. If the supervisor's reply is not satisfactory to the grievor, the grievance may be taken to the next step 2 within five (5) working days of the supervisor's answer but not thereafter.

STEP NO. 2

At this step the Union Grievance Committee shall within the aforesaid five (5) working days notify the Manager in writing of its desire to appeal his decision to Step No. 2. Within ten (10) calendar days thereafter, a meeting will take place between the Plant Grievance Committee, which may be accompanied by the International Representative of the Union, and representatives of management. The grievor may be required to be present at the request of either party. The Company shall deliver its decision in writing to the Chairman of the Plant Grievance Committee within five (5) working days of such meeting.

8.05 Grievances not answered by the Company or the Union as set out above will be conceded by the unanswering party without prejudice. Either party may request and be granted extensions of specified length in writing to the other party at any step before the expiration of the original time limit.

8.06 In the event the grievance is not settled at Step No. 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party. If a request for arbitration is not so given within such thirty (30) day period, the decision at Step 2 shall be final and binding upon the Company, the Union and any employee affected.

8.07 Should a difference arise between the Company and the Union regarding the interpretation or alleged violation of this Agreement, it shall be taken up at Step No. 2 of the Grievance Procedure outlined above. If no satisfactory settlement is reached either party may file a request for arbitration in the manner outlined in Article 9.

8.08 An employee's specific complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement, shall not again be made the subject matter of a complaint or grievance by the same employee.

ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. When a written request of arbitration has been submitted by either the Company or the Union, the parties shall agree within fifteen (15) days upon the appointment of an impartial arbitrator. If the parties fail to agree, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, but shall not modify disciplinary action for cause.

- 9.02 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any provisions for any existing provisions nor to make any decisions inconsistent with the provisions of this Agreement.
- 9.03 Each of the parties to this Agreement will share and share alike the expenses of the Arbitrator.

#### ARTICLE 10 - DISCIPLINE & DISCHARGE

- 10.01 Plant rules shall be reasonable and the Company will be fair and consistent in application of discipline. Discipline will be prompt and timely following expeditious investigation of the incident.
- 10.02 Disciplinary action to be taken will be determined by the gravity of the offence and the time elapsed since the last offence. If an employee has not been formally disciplined for an interval of one (1) year (two (2) years in the case of suspension) his previous offences will not be referred to in the event that further disciplinary action is necessary.
- 10.03 A Union Steward, if requested by an employee, may be present at meetings (beyond verbal warnings) where formal discipline is being imposed. A Union Steward will be required to be present at any discharge meeting. The Company will advise the employee of this right before proceeding with discipline. Verbal warnings to be documented on a form with copies to the employee and Union.
- 10.04 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that he has been discharged without cause, the cause may be taken up as a grievance.
- 10.05 A claim by an employee who has attained seniority that he has been discharged without cause from this employment, shall be treated as a grievance if a written statement of such grievance is lodged with the, Superintendent, or Plant Manager, within three (3) working days of the Company delivering to the Union written notification of the discharge in accordance with Article 10.07 hereof. All preliminary steps of the Grievance Procedure prior to Step No. 2 will be omitted in such cases.
- 10.06 Such special grievance may be settled by confirming the management's action in dismissing the employee or by reinstating the employee with compensation for time lost; or other modified disciplinary action, which is just and equitable as agreed to by the parties.
- 10.07 When an employee has been dismissed without notice, he shall have the right to interview the Union, he shall have the right to interview the Union steward of his department for a reasonable period of time before leaving the plant premises. If it is necessary to immediately expel the employee from the Company's property, the steward will be notified immediately. After the discharge of a seniority employee, the Company will notify the President of the local union in writing of the reason or reasons for such discharge. In the absence of the President of the local union such notice will be given to another officer of the Union.

#### ARTICLE 11 - NO STRIKES- NO LOCKOUTS

- 11.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement there will be no strike, slowdown or stoppage of or interference with work or production either complete or partial, nor shall there be any sympathy strikes, picketing or secondary boycotts, and the Company agrees that there will be no lockout.



- 11.02 The Union further agrees that it will not involve the Company or its operations in any dispute, which may arise between any other employer and the employees of such other employer.
- 11.03 The Company shall have the right to discharge or otherwise discipline employees who take part in any of the activities set out in paragraph 11.01 hereof, but a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as provided in Article 8 hereof.
- 11.04 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in Step No.2 of Article 8.

ARTICLE 12 - SENIORITY

- 12.01 (a) New employees shall be considered as probationary employees during the first ninety (90) calendar days of employment, and upon completion of the probationary period, said employees' seniority date shall be back dated ninety (90) calendar days.
- (b) Students employed for the vacation period (May 1 to October 1 for a period not to exceed 4 months) will not attain seniority. The Company will provide the unit chairperson with a list of all students hired. A student subsequently hired on a permanent basis will be treated as a probationary employee. Use form attached in Letter of Understanding.
- 12.02 The last employee hired shall, in the case of layoff or termination of a job be the first laid off, and the last employee laid off shall be the first recalled. An employee subject to layoff or recall shall have the right to displace an employee with less seniority provided the employee is capable of performing the work upon assignment.  
For the purposes of this Article, the following three (3) Union Officers shall have preferential seniority in the event of layoff, provided that they are capable to perform the remaining available jobs upon assignment:
  - Local Union President
  - Local Union Vice President
  - Unit Chairperson
- 12.03 Employees who are laid off due to lack of work and subsequently recalled will maintain their original seniority date provided that such employees return to work when notified and subject to the conditions of Subsections 12.04 and 12.05 below.
- 12.04 Any employee with seniority who has been laid off for a continuous period of twenty-four (24) months will lose any previously acquired seniority and will only be rehired as a new employee.
- 12.05 Any employee who has been laid off but who still retains his seniority and who is notified to return to work will lose his seniority unless he returns to work within seven (7) days after such notification or supplies a reason acceptable to the Company within said seven (7) day period for not reporting.

In the event the Company is unable to contact the employee by telephone, the Company will send a notice of recall by registered mail to the last address of the employee shown on the Company's records and shall at the same time send a copy of such letter to the Secretary of the local Union. It shall be the duty of the employee or laid off person to notify the Company promptly, in writing, of any change of address. If an employee or laid off person should fail to do this, the Company will not be responsible for failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's records shall be conclusively deemed to have been received by the employee or laid off person. When an employee loses his seniority as a result of failing to return to work

after being recalled from layoff, the Company shall send the employee a letter notifying him of his loss of seniority and a copy of such letter will be sent to the Unit Chairperson.

A senior laid off employee who is called back to a position other than the position he held immediately prior to his lay off may elect not to exercise his seniority rights with respect to recall provided a qualified junior employee is available to perform the work.

- 12.06 Any employee shall lose his seniority standing if he voluntarily quits his employment with the Company; if he is discharged for cause and is not reinstated pursuant to the provisions of this Agreement; or if he is absent from work without leave for more than three (3) consecutive working days, unless in the opinion of the Company and the Union, which will not be exercised in an arbitrary manner, there was reasonable justification for such absence.
- 12.07 Any employee away from work because of sickness who has properly reported such sickness will not have his service record disturbed unless he is away more than eighteen (18) months, after which time he will not accumulate seniority while absent. Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness, which caused his absence.
- 12.08 It is the policy of the Company not to temporarily lay off an employee who is off work and on Workers' Compensation. Should layoffs occur because of business conditions, an employee on Workers' Compensation would not be laid off unless he would have been laid off under Article 12.02 of the Collective Agreement had he been at work.
- 12.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement he shall, for a period of one (1) year, retain the seniority previously acquired and shall be eligible to return to the bargaining unit to a position to be agreed upon by the Company and the Union. If no agreement is reached, the employee in question will return to the bargaining unit as a labourer.
- 12.10 Seniority lists will be revised each six (6) months, a copy of the list will be posted in the plant, a copy of such seniority list to be furnished to the Union upon request.
- 12.11 Seniority shall be on a plant wide basis and one seniority list shall be maintained.
- 12.12 The Company agrees to alter the seniority lists from time to time to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.
- 12.13 The Company will give consideration to seniority when filling job vacancies.
- 12.14 The Company undertakes to give its employees at least seven (7) days notice of layoff whenever possible.
- 12.15 Should the Company propose to fill:
  - (a) a permanent job vacancy, or
  - (b) a temporary vacancy which the Company knows will exist for not less than sixty (60) days, or
  - (c) when a temporary vacancy(ies) under (b) above no longer exists, the employee(s) shall return to their former position, notice thereof will be posted by the Company on the bulletin boards for a period of five (5) working days. Seniority employees may apply for

such jobs in writing during such five (5) working days on forms provided by the Company. In the filling of these jobs the Company will consider seniority, aptitude and qualifications and the Company will be limited firstly to selecting employees who have made application. If no applicant is deemed to be suitable by virtue of his seniority, aptitude and qualifications, the Company may then consider other employees (including new employees) for the position. During the five (5) working days of posting, the Company may fill the job as it sees fit. Such job postings shall apply only in respect of the original vacancy and the first and second vacancies created by filling such original vacancy, and not to subsequent vacancies.

In addition to the foregoing, an employee will be permitted to bid down to a permanent job vacancy in a lower wage bracket than that of the bidding employee, provided however, that if the bid of such an employee for the particular job vacancy is accepted, they shall be ineligible to bid for any job vacancy for a period of at least six (6) calendar months from the date of such successful bid, unless they receive the consent of the Company to file a bid during such six (6) month period.

In addition to the foregoing, an employee will be permitted to bid laterally to a permanent job vacancy in an equivalent wage bracket than that of the bidding employee, provided, however, that if the bid of such employee for the particular job vacancy is accepted, the employee shall be ineligible to bid for any job vacancy for a period of at least six (6) calendar months from the date of such successful bid unless they receive the consent of the Company to file a bid during such six (6) month period.

The Company agrees to post all training opportunities other than manufacturer specific certification training for current bid in incumbents.

If no employees are selected by the above sections, up to the last five (5) senior employees shall be placed *in* the job(s)

- 12.16 The Company agrees to provide the Local Union President and the Unit Chairperson of the Local Union with a copy of each job posting.
- 12.17 When the Company posts a job vacancy pursuant to Article 12.15 above, the Company will select the successful applicant within three (3) days from the date the posting is removed from the bulletin board, and the posting will be reposted for two (2) days with the name of the employee who is selected to fill the vacancy being indicated thereon.
- 12.18 An employee(s) whose job classification is permanently discontinued due to technological change or mechanization will retain their job classification pay rate for a period of ninety (90) days, provided they remain employed.
- 12.19 **Mandatory Retirement**  
It is mandatory for an employee to retire at the age of sixty-five (65).

### ARTICLE 13 - BULLETIN BOARD

- 13.01 The Company agrees to provide the Union with a Bulletin Board to display notices and advertise meetings of the Union and other material of interest to the members, provided such material has been first submitted to and received the approval of the Company.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 An employee shall not suffer loss of seniority because of absence due to sickness or accident, or for any legitimate leave of absence. "Legitimate leave of absence" for reasons other than sickness or accident shall mean an absence from work requested by the employee and consented to by the Management.
- 14.02 It shall be the duty of every employee to notify the Management promptly of any change of address, and any notice sent by the Company to an employee at their last address as recorded in the records of the Company shall be sufficient and effective notice.
- 14.03 The Company agrees to grant, where practical, leaves of absence without pay to not more than three (3) members of the Union at any one time for the purpose of attending conferences, conventions and union education courses.
- 14.04 The Company agrees to notify the Union of all leaves of absence of more than two (2) weeks duration, and to state the names of employees affected and the length of time for which such leave of absence is granted.
- 14.05 The Union may request that the Company grant a leave of absence without pay up to three (3) days to Union Officers for the purpose of conducting business related to the local Union. Permission shall not be unreasonably withheld and will be subject to the limitation that the leave of absence shall only be granted at a time and in a manner that the effect on the Company's operation and production will be minimized.
- 14.06 (a) In the event that an employee is elected as an official of the United Steelworkers of America or elected as a full time officer of the Local or appointed by the District Director of the United Steelworkers of America as a Staff Representative of the Union, the employee, upon written request by the International Office of the Union to the Company, will be granted a special leave of absence for the term of his elected office or appointment.
- (b) Company service for any such employee as specified above, shall be retained for the period prior to his leave of absence and shall accumulate during such leave.
- (c) The Company will extend Group Insurance and Pension Benefits (except Weekly Indemnity and Workers' Compensation) for six (6) months provided that any such employee pays the full premium for such coverage. An additional six (6) months extension of coverage will be granted upon written request.
- (d) It is agreed that no more than one (1) employee will be granted such special leave at any one time.
- (e) If such employee returns to active employment he shall return under the same principle of Article 12.09.

ARTICLE 15 - VACATIONS WITH PAY

- 15.01 All employees who have been steadily employed by the Company for a period of less than one (1) year prior to July 1st in any year shall be entitled to vacation with pay in accordance with the Employment Standards Act.

15.02 (a) Employees must take their vacation during the current calendar year. Vacation time off will be taken between January 1 and December 31 of the current calendar year. Pay in lieu of time off is not permitted. An employee will be eligible for vacation and vacation pay if he has worked any portion of the vacation year (i.e. July 1 - June 30).

(b)

Years of Service as of July 1	Vacation Time Off	Vacation Pay Entitlement
1	2 weeks	(Each week paid
5	3 weeks	(at the greater
10	4 weeks	(of 40 hours x the
15	5 weeks	(employees bid-in
24	6 weeks	(classification rate
		(or 2% of gross earnings including WCB (or WI payments.

(c) Vacation pay is calculated based on two separate calculations:

Calculation I Each week paid at forty (40) hours times the employees base rate

Calculation II Two percent (2%) of gross earnings per week of entitlement

(d) Vacation pay (based on Calculation I) will be issued to employees at the time they take vacation throughout the year, and will be included and form part of the regular bi-weekly payroll, and will be treated as a wage continuance.

(e) Vacation pay will be calculated based on earnings from the prior July 1st to June 30th period.

(f) Dual calculation for vacation pay purposes will be prepared in December of each year.

(g) Outstanding vacation pay and the difference between Calculation I and Calculation II will be paid on the last pay of each year.

(h) Vacation pay will not be issued in advance.

15.03 Vacations must be taken in the year they are earned except when a special request is made by the employee and agreed to by the Company to carry forward vacations into the following year only. A vacation bid sheet will be posted by the Company on January 1 and the vacation schedule will be finalized by April 15<sup>th</sup>. Any vacation weeks not requested after this period may be scheduled by the Company. The Company will also endeavour, wherever possible, to give employees a reasonable choice of vacation dates in accordance with seniority. Once a seniority employee has made a choice of vacations, a schedule change may be made, provided it does not disturb the vacation schedule of other employees. If an employee is required to work any portion of his scheduled vacation, he will be re-scheduled off work within a reasonably close period of time, a date to be mutually agreed upon.

15.04 Employees with five or six weeks vacation may have one week's vacation scheduled by the Company with three weeks notice prior to the commencement of the vacation.

15.05 While on Workers' Compensation, the employee will earn his normal vacation pay for up to fifty-two (52) weeks from the date of injury.

15.06 The employee will continue to earn his normal vacation pay from the Company while off work and on Weekly Indemnity.

ARTICLE 16 - HOLIDAYS

16.01 Employees shall be paid for the following holidays:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Floater
	Floater

subject to the following regulations:

- (a) When a holiday occurs on a Saturday, the Company will normally observe such holiday on the Friday immediately preceding such Saturday. When a holiday occurs on a Sunday, the Company will normally observe such holiday on the Monday immediately following such holiday. The parties recognize, however, that the foregoing may be varied when necessary to co-ordinate with the construction or steel industry.
  - (b) Employees who have been in the continuous employ of the Company for a period of thirty (30) days and who normally would have been scheduled to work those days on which the holiday falls will be eligible. An employee whose day off falls on the holiday shall be eligible for holiday pay.
  - (c) An employee must have worked his full shift the work day preceding the holiday and his full shift the work day following the holiday to be eligible, provided, however, that an employee who is absent either his full work shift the work day preceding the holiday or his full shift the work day following the holiday shall not be disqualified from receiving holiday pay provided he furnishes the Company with a reasonable excuse acceptable to the Company for such absence. An employee who is scheduled to work on a holiday which is part of his normal schedule must work the holiday in order to receive holiday pay unless he presents a reasonable excuse acceptable to the Company.
  - (d) When an employee works a statutory holiday he will be allowed the option of a day off in lieu. A form will be provided by the Company so that the supervisor can approve (before the holiday) the request for a lieu day.
- 16.02 If a holiday occurs during an employee's vacation, the employee shall have the option of a lieu day, if he wishes it. The time of the lieu day shall be arranged between the employee and the Company.
- 16.03 In addition to the holiday pay as provided for in Article 16 an employee who works on such holiday shall receive time and one-half (1-1/2) his regular rate of pay for all time worked.

ARTICLE 17 - REPORTING ALLOWANCE

17.01 When an employee reports for work on time on his regular shift unless previously notified or is called into work he shall be paid for not less than four (4) hours at his regular day rate provided he reports promptly to his immediate supervisor and accepts such work as he may be directed to by his immediate supervisor. If he refuses such work he shall not be entitled to pay hereunder.

- 17.02 A minimum of four (4) hours at time and one half (1-1/2) will be paid for an employee called into work in an emergency at other than his regular scheduled working hours.
- 17.03 A minimum of four (4) hours at double time (2) will be paid for an employee called into work on a Sunday in an emergency at other than his regular scheduled working hours.

#### ARTICLE 18 - HEALTH & SAFETY

- 18.01 The Company shall make provisions for the safety and health of the employees during the hours of their employment consistent with the Occupational Health and Safety Act and the Regulations for Industrial establishments - May 1995 and the Occupational Health and Safety Act and regulations for Mines and Mining Plants - June 1994, and consistent with Lafarge Canada Inc. current Dundas facility Health and Safety Manual. Notwithstanding possible changes to future Legislation related to Health and Safety in the workplace, the Company and the Union will continue to strive for the highest standard of health and safety and are committed to working together to attain this goal. It is our belief that through educational programs, joint investigations of problems and resolutions thereof, that mutual rewards shall result and that the workplace shall be safer and healthier for all employees.
- 18.02 An employee who is injured at work and loses time as a result of seeking medical attention shall not suffer the loss of earnings from his scheduled shift on the day of the injury. The employee will return to work after treatment if permitted to do so by the attending physician.
- 18.03 There shall be a joint Health & Safety Committee composed of four (4) employee representatives selected by the Union and four (4) Company representatives selected by the Company, and they shall meet monthly. All employees will be instructed to discuss their problem with their immediate supervisors before bringing it to the attention of the joint Health & Safety Committee. Only health and safety issues shall be discussed at the joint Health & Safety Committee meeting. The joint Committee will function in accordance with the requirements of the Occupational Health and Safety Act.
- 18.04 Throughout the term of this Agreement the joint Health & Safety Committee shall meet and in addition to the functions described by the Health and Safety Act, recommend the education and training required, implement joint inspection programs, and address matters related to applicable legislation.
- 18.05 The Company will reimburse seniority employees for up to One Hundred and Twenty Dollars (\$120) in a twenty-four (24) month period towards the cost of prescription safety glasses provided a receipt is submitted. Replacements will be provided only where requested. Employees must wear safety glasses while at work.
- 18.06 MEDICAL EXAMINATION

Employees who operate heavy mobile equipment as part of their regular duties are required to take a medical examination of fitness prior to March 31st of each year.

All employees transferred, returning from layoff or new employees requiring the regular operation of heavy mobile equipment are required to submit to a medical examination prior to starting such a position.

The attending physician will be requested to provide a statement in writing confirming the employee's ability to safely operate this equipment from a physical health perspective.

For the purpose of this Article "heavy equipment" will include haul trucks, primary loaders, yard loaders, yard trucks and hydraulic crane.

The cost of these medical examinations and statements will be paid by the Company. The employee reserves the right to select their own medical examiner or physician.

In cases where employees are required to undergo medical examinations of fitness at the Company's request during the employees scheduled hours of work, such employees will be paid for up to four hours pay in order to offset any hours lost.

#### 18.07 Coveralls

The Company agrees to provide to pay \$7.50 per week towards the cost of coverall rentals for all personnel working in the maintenance department, drill operator, plant operator's assistants and labourers. The Company agrees to provide a pool of 25 coveralls to be distributed to employees who would normally not receive coveralls during the normal course of their daily duties. The issuing and collecting of coveralls will be controlled by your immediate supervisor. To ensure the return of coveralls, such coveralls will have identifiers.

### ARTICLE 19 - GROUP INSURANCE, WEEKLY INDEMNITY HOSPITALIZATION AND MEDICAL INSURANCE, DENTAL

#### 19.01 Group Insurance

The Company will pay one hundred percent (100%) of the premiums of the following welfare insurance program on behalf of seniority employees who are actively at work, commencing the first of the month following the month in which they attain seniority:

While on Compensation, the seniority employee will continue to be enrolled in the Company's Group Insurance Program, except for Weekly Indemnity.

- i) Group Life Insurance (term)
  - \$27,000 - Effective May 1, 1999.
  - \$45,000 – Effective Month following date of Ratification

Accidental Death & Dismemberment

  - \$27,000 - Effective May 1, 1999.
  - \$45,000 – Effective Month following date of ratification

Retirement Life

  - \$3,000 Effective May 1, 1997
  
- iii) Benefits payable under the Weekly Indemnity program will be equal to the maximum benefit available from U.I.C. (sixty (60%) of maximum insurable earnings). Effective date of Ratification (eighty (80%) of maximum insurable earnings).

Benefits will commence upon the first day of non-compensable disability due to accident or sickness if hospitalized and the fourth day of non-compensable disability due to sickness. The maximum benefit payment period for one period of disability shall be twenty-six (26) weeks. Employees shall become eligible for Weekly Indemnity benefits on the first day of the month following the month in which they attain seniority.

While on Weekly Indemnity, the seniority employee will continue to be enrolled in the Company's Group Insurance Program.

An employee whose disability continues past twenty-six (26) weeks shall remain enrolled in the Company's Group Insurance Program for a further maximum twenty-six (26) weeks.



The benefits payable under the Weekly Indemnity plan are in lieu of any sick benefits available under Unemployment Insurance. Any reduction in U.I.C. premium, including the employee's portion, received by the employer will be shared through improved benefits.

iv) Major Medical and Semi-Private Coverage:

Major medical plan including semi-private coverage - twenty-five dollar (\$25.00) deductible - no co-insurance - maximum fifteen thousand dollar (\$15,000) on a two (2) year revolving basis in accordance with the terms and conditions of the insurance policy. Benefits and exclusions to be given to the Union and employees.

v) Dental Plan - no deductible, O.D.A. fee schedule to lag one year on a calendar year basis in accordance with the terms and conditions of the insurance policy. Basic Coverage (Preventative, Diagnostic, Emergency services) - no co-insurance, no lifetime maximum benefit.

Endodontic Coverage (Restorative/ Surgical services) - no co-insurance, no lifetime maximum benefit.

Orthodontic Coverage - provided on a fifty percent (50%) co-insurance basis, for dependent children under the age of nineteen (19) years, subject to a five hundred dollar (\$500) lifetime maximum per dependent child.

Effective month following date of ratification one thousand (\$1,000) lifetime maximum per dependent child.

vi) The Company's obligation under this Article 19 shall be to obtain the insurance from an insurance company on a standard, but not substandard, risk basis and to pay the premiums in accordance with the provisions hereof. The terms of any contract issued in respect hereof by an insurance agency shall be controlling in all matters pertaining to the existence and extent of benefits and conditions. If the Company changes insurance carriers the conditions contained in the insurance policy shall not be changed without the written consent of the Union.

vii) For employee(s) laid off during the winter months, the Company will continue to cover the employee(s) to the end of the month in which they are laid off for, Group Life Insurance, AD&D Insurance, Dental Insurance and Family Eyeglass Insurance. The company will also provide an additional three (3) months coverage for Group Life Insurance, AD&D Insurance and Major Medical Insurance.

viii) For employee(s) recalled from layoff, the Company will cover the employee(s) for Group Life Insurance, AD&D Insurance, Weekly Indemnity, Dental Insurance, and Family Eyeglass Insurance on the date they actually return to work.

ix) A Family Eyeglass Program will reimburse seniority employees for up to One Hundred and Seventy-five Dollars (\$175) maximum per family member every two years including contacts (no tints) with no deductible.

x) Effective July 1, 2004, the Company will introduce a new Long Term Disability Benefit as follows: A Long Term Disability Insurance to provide a monthly benefit of One Thousand Dollars (\$1,000) non integrated for non industrial causes, and payable upon the expiration of the Weekly Indemnity Benefit on total disability for a five year maximum or to age sixty-five, whichever comes first.

## 19.02 Pensions

Commencing on April 23, 1978, a pension plan was introduced under which employees contributed four percent (4%) of gross earnings, less mandatory Canada Pension Plan contributions. The annual pension benefit at normal retirement date will be equal to fifty percent (50%) of accumulated employee contributions under the new plan.

Employees retiring after April 23, 1999, shall be entitled from the Company plans to a minimum monthly pension of forty dollars (\$40.00).

Employees retiring after April 23, 2002, shall be entitled from the Company plans to a minimum monthly pension of forty-four dollars (\$44.00).

Employees retiring after April 23, 2003, shall be entitled from the Company plans to a minimum monthly pension of forty-five dollars (\$45.00).

Seniority employees may retire at age sixty (60) with an actuarially unreduced pension if they so elect, Employees electing unreduced early retirement from above will continue to have their O.H.I.P. and Major Medical paid by the Company until age sixty-five (65). When calculating an employee's Company pension, pensions from the current and all prior plans will be considered.

A sixty percent (60%) Joint and Survivor annuity is in effect for married employees at time of retirement at no cost to the employees.

The plan will conform to the Ontario Pension Benefits Act and Regulations as well as the Regulations set out for such plans by the Department of National Revenue (Taxation). A booklet describing details of the plan is available to employees.

The Company agrees that upon written authorization from an employee(s), to deduct from the pay of an employee(s) any authorized amount of money and to forward such monies no later than the fifteenth (15th) of the month following to the administrator of the District 6 savings Plan. It is understood and agreed that the Company will only be required to forward such payments to one place.

Pension benefits accrued under prior plans to April 23, 1978, will remain unchanged. In the event of discontinuance of the Plan, the assets comprising the Fund shall be used and applied for the benefit of persons who have or who otherwise might have become eligible for benefits under the Plan in such an equitable manner as the Trustees in consultation with the actuary may, in their discretion, determine in accordance with the intent and purpose of the Plan, except that no such discontinuance shall result in any person receiving a benefit exceeding that set out in Section 6.04 of the plan document except as provided here below.

Fifty percent (50%) of any part of the Fund which is not required to provide such benefits shall revert to the benefit of the Affiliated Companies, and the balance of any part of the Fund which is not required to provide such benefits shall revert to the benefit of the members in the form of increased pension benefits, subject to compliance with the Ontario Pension Benefits Act and regulations thereunder and any other applicable laws and regulations, provided, however, that no part of the Fund may revert to either party until provision has been made for all pensions and other benefits with respect to service up to the date of such discontinuance to Members, Deferred Pensioners, Pensioners, dependants and estates.

Within a month of ratification of the collective agreement . the Company undertakes to meet with the Union for the purposes of forming a Pension Committee comprised of representatives of both parties who will meet for the purposes of reviewing and receiving updates on the plan's status.

### 19.03 Safety Boots

For seniority employees, the Company will contribute effective April 23, 1997, eighty-five dollars (\$85.00), effective April 23, 1998, ninety dollars (\$90.00), twice yearly towards cost of boots purchased during the current year. Employees must furnish the Company with the receipt obtained when purchasing safety boots, if such boots are not purchased through the Company. Employees must wear safety boots at all times while at work.

## ARTICLE 20 - NEW JOBS

20.01 When new jobs are created the Company will, within thirty (30) production days of such new job, fix a rate of pay for the work and advise the Union of the rate. If the Union does not agree with the rate of such job, a meeting will be held at the Union's request. If no agreement is reached at such meeting, the Union may within five (5) days thereof refer the matter to arbitration as provided in this Agreement. If the Union does not request such meeting within seven (7) days of being advised of such new rate, or if the Union does not refer the matter to arbitration as aforesaid, as the case may be, the Union shall be deemed to have accepted the rate established by the Company. When the nature of an existing job is substantially changed and the Union wishes to discuss it, a meeting will be held at the Union's request. If a dispute arises respecting the rate for the job which has been substantially changed, and if no agreement is reached in respect thereof at such meeting, the Union may within five (5) days thereof refer the matter to arbitration as provided in this Agreement. If the Union does not request such meeting within seven (7) days of being advised of such new rate or if the Union does not refer the matter to arbitration as provided aforesaid, as the case may be, the Union shall be deemed to have accepted the rate established by the Company.

## ARTICLE 21 - TEMPORARY TRANSFERS

21.01 An employee who, for the convenience of the Company, is temporarily transferred to another classification in which the rate of pay is different to that in effect in such employee's regular classification, shall be paid while so employed as follows:

- a) If the rate of pay for the job to which he is temporarily transferred is less than the employee's regular pay for the job from which he has been so temporarily transferred he shall, during such temporary transfer, receive the higher rate of pay.
- b) If the rate of pay for the job to which he is transferred is higher than the employee's regular pay for the job from which he has been so transferred, he shall receive the higher rate of pay for the job to which he is temporarily transferred while employed in that classification.
- c) In filling temporary vacancies for higher classifications anticipated to be greater than thirteen (13) days but **less** than sixty (60) days the Company will offer the available position to the most senior qualified employee provided that qualified replacements are immediately available for subsequent positions. As an alternative to this, the Company will pay the most senior qualified employee the rate of the temporary vacancy.

21.02 An employee who, for the convenience of the employee, or to avoid layoff, is temporarily transferred to another classification shall be paid as follows while employed in that classification:

- a) If the rate of the classification to which he is transferred is less than his own rate, he shall be paid the rate of the classification.

- b) If the rate of the classification to which he is transferred is more than the rate of the employee's own classification, the employee shall be paid the higher rate.

21.03 When a temporary transfer is necessary due to a work force reduction within a job classification, the Company will allow the senior employee first choice on accepting the temporary transfer or remaining in this classification.

## ARTICLE 22 - MISCELLANEOUS

### 22.01 Bereavement:

The Company agrees to pay up to three (3) shifts bereavement pay to an employee who attends the funeral of his immediate family, or up to two (2) shifts for employees working twelve-hour shifts. Immediate family includes parent, parent-in-law, grandparent, grandparent-in-law, spouse, child, brother, sister, brother-in-law, or sister-in-law, and grandchild. Such shifts bereavement pay will be inclusive of the day of death and the day of the funeral. The employee shall not be paid bereavement pay for time absent or when the death occurs on weekends or holidays or during vacation or leave of absence. The company agrees to pay one (1) shift bereavement pay to a seniority employee for observance of death in his immediate family when he is unable to attend the funeral.

### 22.02 Jury Duty

If an employee is required to serve on jury duty or to appear as a crown witness, the Company agrees to pay the difference between such jury pay and the employee's normal day's pay for those days on which the employee loses time at work as a result of jury duty and provided that the employee reports for work immediately upon being released from jury duty.

### 22.03 Meal Allowance

When an employee is required to work three (3) hours or more of overtime continuous with the end of his regular shift and has not been advised by the day before, the Company will endeavour to provide a suitable meal for the employee.

ARTICLE 24 - DURATION

24.01 This Agreement shall become effective on ratification and shall remain in full force and effect until the 30<sup>th</sup> day of April 2007 and shall continue to operate for successive terms of one (1) year unless either party gives to the other party written notice of its desire to bargain with a view to the renewal of the Agreement or the making of a new Agreement. Such written notice may be given within the period of three (3) months before this Agreement ceases to operate or during a similar three (3) month period at the end of each year that this Agreement continues to operate.

24.02 It is further agreed that there is no retro-activity on any items, except as specified, and that this agreement shall contain and include the terms of the previous collective agreement which expired on April 22, 2004, together with all the language issues as agreed, and all changes, amendments, and enhancements as set out in the Company offer "**For Settlement**" dated May 08, 2004 at 11:05PM.

24.03 The Company agrees, upon ratification, to provide a "special one-time only" lump sum **increased Organizational Efficiency** payment of five-hundred dollars (\$500.00) to all active and current employees as of May 9<sup>th</sup>. 2004.

This payment will be processed in a separate cheque, with minimal statutory deductions.

24.04 The Company agrees, upon ratification, and in lieu of retroactive wages a lump sum payment of fifty (\$50.00) to all active and current employees.

This payment will be processed in a separate cheque, with minimal statutory deductions.

DULY EXECUTED by the parties hereto at the City of Burlington as of the day and year first above written.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE "A" RATE STRUCTURE

	<u>Effective on Ratification</u>	<u>Effective May 1/2005</u>	<u>Effective May 1/2006</u>
Production & Service Grades:			
GRADE 1 Production Loader	\$23.10	\$23.70	\$24.30
GRADE 2 Driller/Blaster* Aggregate Process Off Road Haul Truck Operator. Drying Plant Operator Primary Crusher	\$22.10	\$22.70	\$23.30
GRADE 3 Bulldozer Operator Front End Loader Grader Operator	\$21.41	\$22.01	\$22.61
GRADE 4 Yard Truck Driver Plant Operator's Assistant	\$21.05	\$21.65	\$22.25
GRADE 5 Labourer	\$20.89	\$21.49	\$22.09
STUDENT RATE Student	75%	75%	75%

Note: Student rate to be capped at **\$15.00** per hour for duration of agreement

Maintenance Grades:

GRADE 0 Journeyman Craftsman	\$23.89	\$24.49	\$25.09
GRADE 1 Millwright Fitter Electrician	\$23.53	\$24.13	\$24.73
GRADE 2 Licensed Welder	\$22.78	\$23.38	\$23.98

GRADE 3 Maintenance Helper	\$21.73	\$22.33	\$22.93
-------------------------------	---------	---------	---------

#### GROUP LEADER

When appointed he shall report directly to the Supervisor of a department or to management, as the case may be. The Leader shall not be involved with the formal disciplinary procedures of the Company, but will be responsible on shift for the effective direction of the workforce or tasks assigned to him. The Company reserves the right to select on the basis of skill and ability to provide leadership. Once selected, if the Leader is not proving satisfactory to the Company he can be discontinued in that capacity and shall then revert to his former status.

Where the Company appoints a Group Leader, he shall receive a premium of fifty cents (50/c) per hour above the rate of his classification while serving in such capacity.

#### GRADE 0

When appointed he shall be a Licensed Craftsman or an individual considered by the Company to have suitable experience comparable to a journeyman.

#### TOOL ALLOWANCE

An annual tool allowance of one hundred and twenty-five dollars (\$125) will be paid to employees bid-in Maintenance Classifications M0, M1, M2, M3 who have and maintain tools for use in conjunction with their classification. Employees must furnish receipts. Tool allowance will be one hundred and seventy-five dollars (\$175)

\* Tool Allowance Applies

## SCHEDULE "B"

### COST OF LIVING ALLOWANCE

All seniority employees covered by this Agreement shall be eligible to receive a Cost Of Living Allowance in accordance with the following:

#### Year 1 - May 1, 2000 - April 30, 2001

1. The Consumer Price Index for Canada (CPI 1971 = 100) shall be used to determine the C.O.L.A. payment and a 1/c adjustment shall be made for each 0.4 change in the CPI.
2. The CPI for the month of March 2000 shall be the Base Month for calculating the C.O.L.A. payment during the first year.
3. The CPI for the months of June 2000, September 2000, December 2000, and March 2001, will be compared with the CPI of the Base Month. Before any C.O.L.A. payment will be made, the CPI for these months must have exceeded the CPI at the Base Month by two and one-half percent (2.5%).
4. The C.O.L.A. payment to be made, if any, will be made quarterly on a separate cheque for hours worked during the three (3) months prior to June 30,2000, September 30, 2000 and March 31, 2001 respectively. For example, if C.O.L.A. payment is to be made following publication of the CPI for June 30,2000, it will be made for hours worked during April, May, and June 2000. And so on for any subsequent payments to be made.
5. The C.O.L.A. payment will be based on the difference between the CPI at point of comparison and the CPI at the point of (2.5%) inflation.
6. There shall be a maximum payment of 60/c per hour under the C.O.L.A. provision.

#### Year 2 - May 1, 2001 - April 30, 2002

1. The Base Month for the second year will be the CPI figure for March 2001.
2. The CPI for the months of June 2001, September 2001, December 2001, and March 2002 will be compared with the CPI of the Base Month. Before any C.O.L.A. payment will be made, the CPI for these months must have exceeded the CPI at the Base Month by two and one-half percent (2.5%).
3. In the second year, the C.O.L.A. payment to be made, if any, will be made quarterly on a separate cheque for hours worked during the three (3) months prior to June 30,2001, September 30,2001, December 31, 2001 and March 31,2002, respectively.
4. There will be a maximum payment of 60/c per hour under this C.O.L.A. provision.
5. The C.O.L.A. payment will be based on the difference between the CPI at point of comparison and the CPI at the point of (2.5%) inflation.



Year 3 - May, 2002 - April 30, 2003

1. The Base Month for the third year will be the CPI figure for March, 2002.
2. The CPI for the months of June 2002, September 2002, December 2002 and March 2003 will be compared with the CPI of the Base Month. Before any C.O.L.A payment will be made, the CPI for these months must have exceeded the CPI at the Base Month by two and one-half (2.5%).
3. In the third year, the C.O.L.A. payment to be made, if any, will be made quarterly on a separate cheque for hours worked during the three (3) months prior to June 30, 2002, September 30, 2002, December 31, 2002, and March 31, 2003, respectively. For example, if a C.O.L.A. payment is to be made following publication of the CPI for June 30, 2002, it will be made for hours worked during April, May and June 2002 so on for any subsequent payments to be made.
4. There will be a maximum payment of 60/c per hour under this C.O.L.A. provision.
5. The C.O.L.A. payment will be based on the difference between the CPI at point of comparison and the CPI at the point of (2.5%) inflation.

General

1. The C.O.L.A. will not be incorporated into the basic wage rates (except as specified in this Agreement) and shall only be paid for hours worked and will not be used as a basis for calculating overtime pay.
2. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Consumer Price Index.
3. Should the Consumer Price Index in its present form based on the formula 1971 equals one hundred (100) become unavailable, the parties shall reach a mutual agreement to adjust this Article to an equivalent formula.
4. If there is a decrease in the CPI on the quarterly comparison with the Base Month, the C.O.L.A. payment will be reduced on the same basis as the increases provided herein except that the basic wage rates shall not be reduced.

## SCHEDULE D

### TRAINING AND JOB SELECTION

(a) Training - Layoff

In the case of layoff, where the reduction in the work force would be out of order in seniority, the Company will provide, prior to the layoff, training to senior employees in order to allow them to displace junior employees under the following conditions:

- i) The period of layoff must be greater than two weeks.
- ii) The senior employees must have two years or more seniority.
- iii) Employees are only eligible for training for one (1) position. However, if the job in which the training is provided discontinues, another training opportunity will be given.

b) General Training including that for layoffs.

All training in addition to that provided for layoffs will be subject to conditions outlined in the following paragraphs:

The Company shall establish the length and format of the training period and shall determine the employee's acceptability for the position upon completion of the training. Training will be on an equal and equitable basis.

Once the training opportunity is started the employee must complete the training unless mutually agreed between the Company and the employee.

(c) Procedure for Promotion

Aggregates Operations:

Employees will normally progress in the manner pictured in Appendix 1 "B" (Aggregates Operations).

In anticipation of future openings, the Company will canvas employees at both operations of its intention to conduct training programs for all jobs at Grade 4 level and above. Employees will have the opportunity of electing training in any area. Trainees will be selected on the basis of seniority, aptitude and qualifications.

The training will be offered subject to business conditions and economic limitations.

When vacancies arise and the jobs are posted, first consideration will be given to those employees who have been trained.

As per the Collective Agreement, the seniority of those trained persons will also be a factor.

### MAINTENANCE TRAINING PROGRAMS

The Company agrees to pay for seventy percent (70%) up front and the thirty percent (30%) the employee pays will be refunded upon successful completion of each stage of the ICS Program. All other maintenance training approved by the Company will be reimbursed at fifty percent (50%) up front and fifty percent (50%) upon successful completion.

STEELWORKERS HUMANITY FUND

The Company agrees to deduct on a voluntary basis forty cents (40/c) per week from all employees who wish to contribute to the Union's "Humanity Fund".

These funds to be sent to:

"Humanity Fund"  
United Steelworkers of America  
National Office  
234 Eglinton Avenue East  
Toronto, Ontario  
M4P 1K7

Letter of Understanding

Between: Lafarge Canada Inc./LCM Eastern  
And: United Steelworkers of America, Local

Re: Schedule " A Rate Structure/Redundant Classifications

During negotiations to renew the collective agreement the parties set aside the following as redundant classifications:

- Grade 1 –  
Crane Operator
  - Grade 2 –  
Portable Plant Operator  
Euclid R 170 Truck Driver
  - Grade 3 –  
Truck Driver – 50 Ton +  
Wash Plant Operator  
Tractor Trailer Driver  
Blaster 11  
Heavy Mobile Equipment Operator
  - Grade 4 –  
Cone Crusher Operator  
Aggregate Plant – Loadout Operator
  - Grade 5 –  
Watchman
- Maintenance Grades
- Grade 1  
Instrument Technician  
Mobile Equipment Parts Coordinates  
Coordinator
  
  - Grade 2  
Maintenance Mechanic  
Machinist  
Instrument Trainee  
Electrical Trainee

The parties have also agreed that in the event any of the above classifications are reactivated during the life of the agreement that they shall be considered as active classifications and the prevailing rate for the Grouping will apply.

All other provisions as set out through the schedule remain as unchanged.  
This Letter of Understanding will continue for the life of the collective agreement.

This understanding reached at Burlington, Ontario \_\_\_\_\_, 2004.

For the Company

For the Union

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

### Labour Management Committee Goals and Objectives

The Company recognizes the Union's concerns over job security regarding the contracting out of Bargaining Unit work. The Company will, where efficient and cost effective, make its best effort to utilize Bargaining Unit employees.

### Labour Management Committee

A committee composed of three (3) representatives selected by the Union and three (3) representatives selected by the Company, will meet quarterly if required and during periods of lay off the committee will meet not more frequently than every two weeks to consider cost effective alternatives to contracting out.

In order to give effect to the Goals and Objectives, the Committee will review information with respect to current and any need to contract out work. In assessing this information, the Committee will be obliged to consider the following:

- a) Location of the work as well as whether such work will be contracted out inside or outside the Dundas location.
- b) The type of contract work:
  - i) Service
  - ii) Maintenance
  - iii) Major Rebuild
  - iv) New Construction
- c) Trades or occupation to be involved.
- d) Estimated duration of work.
- e) Anticipated utilization of Bargaining Unit employees either in conjunction with or peripheral to the contract work to be performed.
- f) Availability of Bargaining Unit employees.
- g) Description of work.
- h) Effect on operations if work not completed in a timely fashion.
- i) Economic and financial rational.

### Lay Offs

The Company will give consideration to employees on layoff as an alternative to contracting out, provided they have demonstrated qualifications to perform all tasks and the Company does not incur additional costs, or jeopardizes delivery schedules or quality.

This Committee will also discuss the assignment of overtime during periods of lay off and review the effective and efficient utilization of laid off employees as an alternative to excessive overtime.

### Emergencies

Notice and information requirements shall not apply to circumstances beyond the control of the Company. The Union recognizes there may be occasions where the Company may contract out any work on an emergency basis.

## LETTER OF UNDERSTANDING

The Company and the Union agree to the following policy for prescription safety glasses:

### PRESCRIPTION SAFETY GLASSES

Employees will use D.S.S. or **MAC** frames as issued by the Company.  
Employees will take these frames and their prescription to a dispensing optician.  
They specify "polycarbonate" lenses, i.e. NOT glass or plastic.  
The dispensing optician fits prescription polycarbonate lenses into the D.S.S. or MAC frames.  
The employee is reimbursed as described in Clause 18.05 of the Collective Agreement.

NOTE: The Family Eye Glass Program appears in the Collective Agreement under a separate program to Safety Glasses. Family Eye Glasses are part of the Group Insurance, Clause 19.01, Section 9.

LETTER OF UNDERSTANDING

LAFARGE CANADA INC. – DUNDAS QUARRY

JOB DISPLACEMENT "BUMPING" FORM

Procedure - You are required to present this signed form to your current supervisor within two (2) working days of receiving a layoff notice.

**DATE:**

**NAME:**

**EMPLOYEE NO.:**

Check one of the following

I wish to exercise my right to work as a senior employee under the collective agreement. I understand that junior employees may be displaced.

I do not wish to exercise my bumping rights.

Signature: \_\_\_\_\_

The completion of this form does not guarantee that the employee will be successful in retaining a job.

A photocopy of this completed form to be made available to the Recording Secretary of the Union within one working day of receipt of the completed form.

At any time after a period of sixty (60) days the employee may inform the Company they wish to exercise their bumping rights.

LAFARGE CANADA INC. – DUNDAS QUARRY

STUDENT RETURN TO SCHOOL ACKNOWLEDGEMENT

DATE:

WORK TERM \_\_\_\_\_ TO \_\_\_\_\_

NOT TO EXCEED FOUR (4) MONTHS BETWEEN MAY 1 TO OCTOBER 1

NAME:

I agree that I will be returning to school at the end of this work term, however, if my situation changes, I agree that I may be rehired, following the work term, only as a probationary employee.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_