

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 Steel, Paper and Forestry, Rubber, Manufacturing,
Allied Industrial and Service Workers International Union,
[The United Steelworkers]
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.
- 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, 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 their 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 every third 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.
- (f) 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 at ratification, seventy cents (\$0.70) per hour in addition to wage schedule.

Night Shift

Effective at ratification, seventy cents (\$0.70) 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:

There shall be a Labour Management Committee established comprising of three Union Members appointed by the Union and three Management Members appointed by Management. This Committee will meet every three months (unless other meeting frequencies are mutually agreed to). The purpose of these meetings (while not all inclusive) is to discuss areas of mutual interest such as:

Contract Work

Lay Off(s)

Emergencies

Alternative Shift Schedule(s) where 60% of Employees in a department have agreed to such an alternative schedule.

This Committee will not have the power to change the Collective Agreement, or to discuss any issue that is in the Grievance Process.

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 The person who performs 60% of the work on the job during the day or 60% of the work throughout the normal work week shall be considered the employee on the job for the purposes of overtime determination.
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 - UNION COMMITTEE

- 6.01 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.
- 6.02 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.
- 6.03 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.
- 6.04 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.
- 6.05 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 7 - GRIEVANCE PROCEDURE

- 7.01 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.
- 7.02 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.
- 7.03 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.
- 7.04 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.

- 7.05 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.
- 7.06 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.
- 7.07 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 8.
- 7.08 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 8 - ARBITRATION

- 8.01 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.
- 8.02 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.
- 8.03 Each of the parties to this Agreement will share and share alike the expenses of the Arbitrator.

ARTICLE 9 - DISCIPLINE & DISCHARGE

- 9.01 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.
- 9.02 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.
- 9.03 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.
- 9.04 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.
- 9.05 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 9.07 hereof. All preliminary steps of the Grievance Procedure prior to Step No. 2 will be omitted in such cases.
- 9.06 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.
- 9.07 When an employee has been dismissed without notice, the Employee has the right to interview the Union Steward of their department. 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 10 - NO STRIKES - NO LOCKOUTS

- 10.01 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.
- 10.02 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.
- 10.03 The Company shall have the right to discharge or otherwise discipline employees who take part in any of the activities set out in paragraph 10.01 hereof, but a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as provided in Article 7 hereof.

10.04 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 7.

ARTICLE 11 - SENIORITY

11.01 (a) New employees shall be considered as probationary employees during the first sixty (60) days worked of employment, and upon completion of the probationary period, said employees' seniority date shall be back dated sixty (60) days worked.

(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.

11.02 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

11.03 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 11.04 and 11.05 below.

11.04 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.

11.05 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.

- 11.06 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.
- 11.07 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.
- 11.08 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 11.02 of the Collective Agreement had he been at work.
- 11.09 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.
- 11.10 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.
- 11.11 Seniority shall be on a plant wide basis and one seniority list shall be maintained.
- 11.12 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.
- 11.13 The Company will give consideration to seniority when filling job vacancies.
- 11.14 The Company undertakes to give its employees at least seven (7) days notice of layoff whenever possible.
- 11.15 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 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)

- 11.16 The Company agrees to provide the Local Union President and the Unit Chairperson of the Local Union with a copy of each job posting.
- 11.17 When the Company posts a job vacancy pursuant to Article 11.15 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.
- 11.18 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.

ARTICLE 12 - BULLETIN BOARD

- 12.01 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.
- 12.02 Any and all posting requirements contained in this agreement will only be done at the punch clock in the North Quarry and in the main lunch room in Building Four.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 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.
- 13.02 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.
- 13.03 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.
- 13.04 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.
- 13.05 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.
- 13.06 (a) Full time Union Leave: If an Employee is appointed to a full time Union position, the Employer will only be required to keep their position for a two year period. If the Employee does not return within that time frame, they will no longer be considered an Employee of Lafarge and termination will occur.
- (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 11.09.

ARTICLE 14 - VACATIONS WITH PAY

- 1401 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.
- 14.02 (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.

14.03 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 15th. 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.

14.04 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.

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

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

ARTICLE 15 - HOLIDAYS

15.01 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 work their full scheduled shift the workday preceding the holiday and their full scheduled shift following the holiday to be eligible for holiday pay not to exceed eight (8) hours. An Employee who is absent either their full shift the work day preceding the holiday or their full shift following the holiday shall not be disqualified from receiving the holiday pay provided they furnish 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 their normal schedule must work in order to receive holiday pay unless they present a reasonable excuse acceptable to the Company.

Employees on lay off in the month of December and who have worked at least twenty (20) days in November and who meet the qualifies as indicated above will not be disqualified from receiving the holiday pay.

- (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.

15.02 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.

15.03 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 16 - REPORTING ALLOWANCE

16.01 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.

- 16.02 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.
- 16.03 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 17 - HEALTH & SAFETY

- 17.01 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.
- 17.02 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.
- 17.03 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.
- 17.04 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.
- 17.05 The Company will reimburse seniority employees for up to two hundred dollars (\$200.00) 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.
- 17.06 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.

17.07 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 18 - GROUP INSURANCE, WEEKLY INDEMNITY, HOSPITALIZATION AND MEDICAL INSURANCE, DENTAL

18.01 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)
 - \$47,000 – Effective Month following date of Ratification

 - Accidental Death & Dismemberment
 - \$47,000 – 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 1 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 two hundred dollars (\$200.00) 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.

18.02 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 date of ratification, shall be entitled from the Company plans to a minimum monthly pension of forty-six dollars (\$46.00).

Employees retiring after April 23, 2008, shall be entitled from the Company plans to a minimum monthly pension of forty-seven dollars (\$47.00).

Employees retiring after April 23, 2009, shall be entitled from the Company plans to a minimum monthly pension of forty-eight dollars (\$48.00).

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.

It is agreed that in the last year of the agreement from April 2009 to its expiry April 30, 2010 the parties will meet and analyze the most recent Towers Perrin Actuarial Valuation of the Defined Benefit Pension Plan. If this valuation indicates the plan has an unfunded solvency liability of \$1 million or greater the parties will continue to meet in an attempt to reach an agreement of how the deficit will be resolved. The parties will exhaust all avenues in an effort to reach such agreement. If no agreement is reached and no alternatives are agreed upon going into the next round of collective bargaining the Employer will have the right to hire new employees hired after the expiry of the agreement into a defined contribution plan, terms and conditions to be negotiated.

18.03 Safety Boots

For seniority employees, the Company will contribute effective May 1, 2007, one hundred dollars (\$100.00), 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 19 - NEW JOBS

19.01 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 20 - TEMPORARY TRANSFERS

20.01 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.

- 20.02 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.
- 20.03 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 21 - MISCELLANEOUS

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.

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.

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 22 - DURATION

- 22.01 This Agreement shall become effective on ratification and shall remain in full force and effect until the 30th day of April 2010 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.

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

Production & Service Grades	Effective on Ratification	Effective May 1, 2008	Effective May 1, 2009
GRADE 1			
Production Loader	\$24.90	\$25.50	\$26.10
GRADE 2			
Driller/Blaster*			
Aggregate Process			
Off Road Haul Truck Operator			
Drying Plant Operator			
Primary Crusher	\$23.90	\$24.50	\$25.10
GRADE 3a			
Front End Loader	\$23.51	\$24.11	\$24.71
GRADE 3b			
Bulldozer Operator			
Grader Operator	\$23.21	\$23.81	\$24.41
GRADE 4			
Yard Truck Driver			
Plant Operator's Assistant			
Plant Inspector	\$22.85	\$23.45	\$24.05
GRADE 5			
Labourer	\$22.69	\$23.29	\$23.89
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	\$25.69	\$26.29	\$26.89
GRADE 1			
Millwright Fitter			
Electrician	\$25.33	\$25.93	\$26.53
GRADE 2			
Licensed Welder	\$24.58	\$25.18	\$25.78
GRADE 3			
Maintenance Helper	\$23.53	\$24.13	\$24.73

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

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
National Office
234 Eglinton Avenue East
Toronto, Ontario
M4P 1K7

Letter of Understanding

Between: Lafarge Canada Inc./LCM Eastern
And: United Steelworkers

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 _____, 2007.

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 17.05 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 18.01, Section ix.

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: _____