

SOURCE	Union		
EFF.	94	03	01
TERM.	96	02	29
No. OF EMPLOYEES	10		
D'EMPLOYÉS	<i>ll</i>		

COLLECTIVE AGREEMENT

By and Between:

**LAFARGE CONSTRUCTION MATERIALS
NORTHERN ALBERTA REGION
A Division of Lafarge Canada Inc.**

Concrete Division

(hereinafter referred to as the Employer)

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 955**

(hereinafter referred to as the Union)

in consideration of which each party and both parties hereby covenant and agree in the following:

ARTICLE 1:00 - OBJECT

1:01 It is the intent and object of this Agreement that the Employer and the Union cooperate to obtain efficient and unrestricted operation of the industry; to promote peaceful and harmonious relations between the Employer and the employees; to provide for the amicable settlement of all disputes and grievances and to establish rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

ARTICLE 2:00 - TRADE DEFINITIONS

2.01 All employees of Lafarge Construction Materials Northern Alberta Region, A Division of Lafarge Canada Inc., Edmonton Concrete Division in Edmonton except office and quality control personnel, labourers, warehouse persons and those covered by the Teamsters Certificate No. 26-91 included in the Certification No. 15-92.

ARTICLE 3:00 - WAGES

3:01 The minimum wage for classifications covered by this Agreement as listed in Article 14:00 Schedule A, shall be effective as of March 1, 1994.

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3:02 Should new classifications normally within the jurisdiction of the Union be introduced during the term of this Agreement, the Employer and the Union shall, within fifteen (15) days notice of either upon the other, commence negotiations, the sole purpose of which shall be to establish such classifications and the wage rates applicable thereto. In the event that such negotiations do not result in agreement upon such classifications and wage rates within seven (7) days of commencement of negotiations, or such longer period as may be agreed upon between the parties, the matter shall be resolved by an Arbitration Board as provided in Article 10:00, Grievance Procedure. The classification and wage rate established shall become effective on the date upon which notice is given to commence negotiations.

3:03 The Employer shall, at least every second week, pay in cash, by cheque at par, or by automatic banking, to each employee covered by this Agreement, all wages earned by the employee to a day not more than seven (7) days prior to the date of payment. When payday falls on a holiday, wages will be paid on the last working day prior to the holiday. Holiday and vacation pay to be paid on a separate cheque from wages earned.

Employees shall be paid wages in full at time of termination or arrangements made whereby a cheque and the U.I.C. credits will be mailed not later than the following working day, except on a mass layoff at the end of the construction season when cheques and U.I.C. credits are to be mailed as soon as physically possible. Pay calculations and deduction slips shall be supplied with each regular pay.

ARTICLE 4:00 - HOURS OF WORK AND OVERTIME

4:01 Eight (8) hours shall constitute a days work and forty (40) hours shall constitute a weeks work in each week of five (5) days, Monday to Friday inclusive, subject to any change of a Labour Relations Board Order. Saturday work, to a maximum of four (4) hours, will be performed at straight time rates if the employee has worked less than forty (40) hours at straight time rates during the normal Monday through Friday work week. All hours worked in excess of four (4) hours on Saturday will be paid at overtime rates.

Lunch period will be as close to midpoint as possible for one (1) hour or such lessor period as may be agreed upon by the Employer and the employee.

4:02 All Work performed in excess of these hours Monday through Saturday shall be paid at one and one half (1½x) times the straight time rates.

4:03

All work performed on Sunday shall be paid at double (2x) times the straight time **rate** of pay.

All work performed on the following named **Statutory** Holidays, shall be paid for at one and one half (1½x) times the straight time **rate** of pay. The following days will be recognized as **Statutory** Holidays:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

August Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

and any such day proclaimed a General Holiday by the Federal Government or **Alberta** Provincial Government. Should the **Alberta** Government eliminate Family Day as a **statutory** holiday, during the **term** of this Agreement, then that day would revert to a regular working day, and the employees would be paid at the applicable hourly **rate**.

No work shall be performed on Labour Day except for the preservation of life or property.

When one of these holidays falls on Saturday or Sunday, the following working day(s) shall be **observed as** a holiday.

4:04

Where one of the **Statutory** Holidays mentioned in 4:03 falls during the work week, the forty (40) straight time hours shall be reduced to **thirty-two (32)** or twenty-four (24) hours for the purpose of computing overtime during the week.

4:05

Shift work is defined as a continuous operation outside of regular working hours and shall be worked for a minimum of **three (3)** consecutive working days, otherwise overtime rates shall be paid for all hours worked outside of the **regular** daily or **weekly** hours. Such **shift** work may be started between the hours of **11:00 A.M.** and 4:00 A.M. Wherever possible, **shifts will** be rotated on a monthly basis.

4:06

Employees required to perform shift work shall receive a premium of thirty-five (35¢) cents per hour higher than the employee's regular day **shift rate**.

4:07

No employee shall work more than one (1) straight time **shift** in each consecutive twenty-four (24) hour period.

ARTICLE 5:00 - UNION RIGHTS

5:01 When the Employer is in need of new employees, members in **good** standing of Local 955 who are in possession of a referral slip from the Union will be given preference of employment. When workmen are required, the Employer shall call the Union for the men. If the Union is unable to supply qualified men within twenty-four **(24)** hours, exclusive of Saturdays, Sundays and holidays, the Employer may **hire** wherever possible, provided men so hired become members of the Union within thirty **(30)** days of commencement of employment, or be replaced by the competent Union men available on written notice from the Union. It shall not be the responsibility of the Employer to induce non-members to join the Union. The Employer Will notify the **Union** every pay **period** of all employees hired **who** are not in possession of a dispatch slip.

5:02 All employees who are members in **good** standing of the Union and all employees **who** become members during the life of this Agreement shall, **as a** condition of employment, maintain their membership in **good** standing for the duration of this Agreement.

5:03 All employees shall be required to pay **an** amount **equal** to Union dues during their term of employment. The Employer shall deduct **this** amount from the employee's **wages** by the first payday after commencement of employment, provided the employee **has** worked a minimum of one **(1)** week **and thereafter on** the first payday of each month. **All** dues so collected shall be remitted **to** the Union together with **a** list of employees concerned not later than the tenth **(10th)** of the month following such deduction.

5:04 Upon the Employer receiving a signed, written authorization from any employee **to** deduct Union fees and assessments in addition **to 5:03**, the Employer **shall make** such deductions in **accordance** with the authorization and **shall remit same to the** Union in the same manner outlined in 5:03.

5:05 Job stewards shall be **recognized on** all jobs covered by **this** Agreement. The Union may appoint one of its members **as** job steward on each shift, one of whom would be named **as** chief steward for the project, provided that at **the** time of such appointment such stewards **shall** be employees of the Employer **and qualified** workmen in their classification. The Union will submit in writing **to** the Employer the **names** of the stewards appointed. The **duties** of any steward shall not **conflict** with his employment for the Employer. The Employer **shall** notify the Union in writing of the termination of any steward.

The Employer shall not be required **to** deal with employees, either individually, collectively, or in groups, **as** respects any matter within the purview of **this** Agreement, but **shall** deal only with the chief steward or the duly authorized agent

or officer of the Union, inasmuch as the Employer recognizes the Union as the collective bargaining agency for the employees.

- 5:06 An authorized representative of the Union shall have **access** to all jobs under all reasonable circumstances, having due regard to safety precautions and after receiving the consent of the Employer or **his** authorized representative but shall at **no** time **interfere with** employees during working hours without consent. Such consent will not be withheld except in emergency situations.
- 5:07 The Union shall have the right to post notices at designated places on the job. **All** such notices must **be** signed by the proper officer of the Local Union and submitted to the management of the Employer for **his** approval.
- 5:08 The Employer recognizes the Union **as** the exclusive bargaining agent for those classifications of employees covered by this Agreement and within the normal jurisdiction of the Union.

ARTICLE 6:00 - MANAGEMENT RIGHTS

- 6:01 Subject **to** the terms of this Agreement, the Employer **retains** the right of management at **all times**; shall be the judge of the competency of employees and has the right **to** hire and select, reclassify, transfer, discipline, suspend and discharge employees for just cause; may determine the number of men necessary for the operation of any machine or machines; may select, in the case of reduction or replacement of forces, those employees who in his estimation are best **qualified** (subject to any seniority provision contained in this Agreement); may designate the work each employee shall **perform**; may transfer employees from one locality to another to the **full** extent of **his** requirements. The above rights **are vested** in management subject only **to this** Agreement.
- 6:02 The Union shall not have **the** right to transfer its members from one Employer to another, nor **to** replace members with unemployed members. **No** employee shall leave his job until **relieved by** a competent replacement and **the** Union shall do everything in its power to ensure that its members observe this provision.
- 6:03 The Union when **called** upon, shall supply competent men provided always **that** **the** Employer **reserves** the right to reject men supplied by the Union in the same manner **as** any other job applicant; men **so** rejected, provided they report at **specified** time and are fit **to** work, shall receive two **(2)** hours pay.

ARTICLE 7:00 - VACATION AND STATUTORY HOLIDAY PAY FOR SEASONAL EMPLOYEES

- 7:01** An employee who works less than seven (7) consecutive months in a calendar year shall be considered as a seasonal employee.
- 7:02** Vacation pay shall be computed and paid at the rate of six (6%) percent of straight time earnings to each employee.
- 7:03** Statutory Holiday pay shall be computed and paid at the rate of four (4%) percent of straight time earnings to each employee.
- 7:04** Such money shall be paid on June 30, December 30, or both as directed.

ARTICLE 8:00 - TRANSPORTATION, TRAVELLING TIME & ROOM AND BOARD

- 8:01** Employee(s) covered under this Agreement shall be entitled to compensation for transportation, travelling time and room and board when they are directed by the Employer to perform work at locations other than those in the City of Edmonton. The Employer and the Union shall jointly determine and approve such compensation prior to performance of such work by the employee(s).

ARTICLE 9:00 - JURISDICTIONAL DISPUTES

- 9:01**
- (a) There shall be, during the term of this Agreement, no slowdowns, stoppage of work, picketing, strike, lockout or walkout on account of any jurisdictional dispute which may at any time arise between the Union and any other unit or units of organized labour, or between any other Employer. Such disputes shall be settled without permitting same to interfere with the progress or prosecution of the work in the following manner.
 - (b) The Employer shall assign the work in accordance with current "Decisions or Agreements of Record" between the disputing Unions.
 - (c) If no "Decisions or Agreements of Record" exist the Employer shall make an assignment of the work and the dispute will be settled, if possible, on a local level by the Unions involved.
 - (d) If the dispute cannot be settled on a local level, it shall be referred to the International Unions involved for settlement. If the International Unions are unable to resolve the dispute, then the matter shall be referred to the Building and Construction Trades Department of the A.F.L.-C.I.O. for settlement.

- (e) In any event there shall be no work stoppage over any jurisdictional dispute.

ARTICLE 10:00 - GRIEVANCE PROCEDURE

10:01 Grievance Procedure: All differences between the Employer and the Union concerning the interpretation, application, operation or an alleged violation of *this* Agreement, shall be **settled** without stoppage of work or lockout and **the** dispute shall be referred to paragraph (d) below.

In the event of any dispute arising out of **this** Agreement between the Employer and an employee, the following procedure will be followed:

- (a) **An** aggrieved party shall within fifteen (15) days (except on termination, **the aggrieved** party shall within **three** (3) days excluding Saturday, Sunday and holidays) of the alleged violation submit his **complaints** in **writing** to the steward who **shall**, within **three** (3) days excluding Saturday, Sunday and holidays, endeavour **to** settle the complaint between **the** employee and his immediate supervisor.
- (b) If the complaint is not settled within three (3) days (excluding Saturdays, Sundays and holidays), it may be referred **to** the superintendent and an official representative of **the** Union.
- (c) If the complaint is not then **settled** within **three** (3) days (excluding Saturdays, Sundays **and** holidays), it may be referred **to** the management of **the** Employer involved and **the** Business Agent of the Union.
- (d) If the complaint is not **settled** within seven (7) days (excluding Saturdays, Sundays and holidays), it may be referred **to** **an** Arbitration Board which shall be comprised of **one** (1) member appointed by **the** Employer, **one** (1) by **the** Union and a neutral **Chairman** appointed by the members. Each **party** shall bear the expense of their **appointee** and the expense **of** the **Chairman** shall be shared equally by the parties.
- (e) If either party fails **to** appoint a member or if the appointed members cannot **agree** on a neutral Chairman, such appointments shall be made in **accordance** with the Labour Relations Code.
- (f) The Arbitration Board shall be vested with **the** authority **to** decide whether any matter referred to it is arbitrable. It shall **make its** decision **within** fourteen (14) days of the **appointment** of the Chairman. By mutual consent of the parties, the time limits may be extended.

It shall not alter, amend or change the terms of **this** Agreement. The majority decision of the Arbitration Board shall be **final and binding** on both parties but if there is **no** majority award, the decision of the Chairman shall be the award.

ARTICLE 11:00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT

- 11:01** It is understood and agreed that the parties to **this** Agreement shall at all times comply with the accident prevention regulations of the Occupational **Health** and Safety Board and any refusal on the **part** of a workman to **perform his** duties in contravention of the Occupational **Health** and **Safety** Act shall not be deemed to **be a violation of this** Agreement. Violation of the safety regulations or unsafe working practices shall **be considered as** just cause for **dismissal**.
- 11:02** The Union is required by the terms of **this** Agreement **to** instruct its members in all **standard** safety precautions required under **the terms** of the Occupational **Health** and Safety Act.
- The Employer shall provide all necessary safety equipment **as** required by the Occupational **Health** and **Safety** Board regulations. Safety equipment may be allotted on a charge-out, refund basis, excepting such articles of personal clothing which **are** non-returnable such as hard hat liners, safety shoes, etc.
- 11:03** ~~Ear~~ (noise) protection shall be provided **free** of charge for employees requesting same **or** deemed necessary by the Employer. The employee is obligated **to** comply and utilize **this** protection provided, failure to comply may result in disciplinary action.
- 11:04** **An** employee **appointed** by the employees shall be a member of the **Safety** Committee. The **Safety** Committee shall meet, when practical, on a monthly basis during the operating season.

ARTICLE 12:00 - WORKING CONDITIONS

- 12:01** The Employer shall provide suitable **sanitary** facilities, **a** heated lunchroom which **shall not be used** for **storage** of tools or equipment and a lockfast place for storage of **employee's** tools.
- 12:02** The Employer *shall ensure* the replacement of **those** tools which he requires employees to bring **on** the job when lost by **fire** or **theft** by forcible **entry**, provided the employee when commencing employment submits to **the** Employer an inventory of such tools which shall identify the manufacturer thereof.

Should it become necessary **to** deface a tool (which is registered **with** the Employer) **to** make it adaptable for **a** particular job, the employee may **turn** it in to the Employer **and** receive a new tool **at** no cost **to** the employee.

- .03 The Employer shall provide reasonable protection, where possible, from severe weather elements for all employees.
- 12:04 All employees covered by the Agreement will be permitted ~~fifteen~~ (15) minutes in the first half and fifteen (15) minutes in the second half of a ~~shift~~ for a coffee break on the job during working hours. It is, however, understood that this shall be in such a manner to least interfere with normal operation of the job.
- 12:05 An additional coffee break will be added after ten (10) hours worked and every two (2) hours thereafter for employees required to work extended daily hours. Fresh drinking water in approved sanitary containers, and paper cups, shall be provided and placed in convenient locations on all jobs.
- 12:06 Reporting Time Pay - An employee reporting for work shall receive two (2) hours pay at his regular rate unless he is notified at least one and one half (1-½) hours prior to his regular starting time not to report for work, or if a camp is maintained, at least one (1) hours notice prior to his regular starting time not to report. If an employee commences work he shall receive a minimum of two (2) hours pay.
- 12:07 Call-Out Pay - Employees called out for work after their regular hours of work shall receive a minimum of two (2) hours pay at the overtime rates applicable.
- 12:08 If an employee uses his own vehicle at the request and direction of the Employer (it shall be in writing in accordance with Occupational Health and Safety Regulations) he shall be compensated therefore at the rate of twenty-five (25¢) cents per kilometre. Employees shall not be required to use their own vehicle to convey passengers, material, fuel, parts, etc, for the Employer.
- 12:09 The Employer may require an employee to perform work within his jurisdiction for the two (2) hour call-out.
- 12:10 All time spent in moving machines such as mobile cranes and other rubber tired equipment, or when hauling passengers at the direction of the Employer, shall be considered as working hours and the applicable rates shall be paid. This provision also applies to operators of crawler type and other equipment when they are assigned to travel with such equipment to load and unload and are otherwise responsible for equipment so transported.
- 12:11 The company will provide a meal allowance of eight dollars and fifty (\$8.50) cents if an employee is required to work more than twelve (12) hours in a shift, provided such overtime is "unscheduled." Overtime is "unscheduled" if an employee has not been notified in person at least two (2) hours prior to quitting time the previous day, or the overtime requirements have not been identified on the shift scheduling tape.

ARTICLE 13:00 - EMPLOYER CONTRIBUTIONS

13:01 **Health and Welfare Trust Fund** - Effective March 1, 1994 the Employer shall pay one dollar and ten **(\$1.10)** cents per hour for each hour worked by each employee into the Operating Engineers Health and Welfare Plan **and agrees to** be bound by the current Trust **Deed** presently in effect or as it may be amended.

The Employer shall, not later than the tenth (10th) of each month, **mail** Health and Welfare contributions for the previous month to the Head **Office** of the Fund. Cheques **are to** be made payable to the Operating Engineers Health and Welfare Fund.

13:02 **Pension Fund** - Effective March 1, 1994 the Employer shall pay **sixty (60¢)** cents per hour for each hour worked by each employee **into** the **Operating Engineers Pension Fund** and **agrees to** be bound by the current Trust **Deed** presently in effect or **as** it may be amended.

The Employer **shall**, not later than the tenth (10th) of each month, **mail** Pension Fund contributions for the previous month to the Head **Office** of the Fund. Cheques **are to** be made payable to **the** Operating Engineers Pension Fund.

13:03 **Training Fund** - Effective March 1, 1990 the Employer shall pay five (5¢) cents per hour for each hour worked by each employee into the Operating Engineers **Training** Trust Fund and **agrees to** be bound by the current Trust **Deed** presently in effect or **as** it may be amended.

The Employer shall, not later than the tenth (10th) of **each** month, **mail** Training Fund contributions for the previous month to the **Head** Office of **the** Fund. Cheques **are to** be made payable **to** the Operating Engineers **Training** Fund.

ARTICLE 14:00 - WAGE RATES AND CLASSIFICATIONS - Schedule "A" - Concrete Division

Classifications	01/03/94
Group 1A Certified Journeyman: Mechanics, Welder 1st Class, Bodyman and Machinist	\$18.10
Group 1 Mechanic, Welder, Bodyman and Machinist; Frontend Loader, 5 cu. yds. and over;	\$17.50
Group 2 Frontend Loader 1 cu. yd. to 5 cu. yds.; Plants - concrete mixing, over 50 cu. yds./hr., concrete batching over 50 cu. yds./hr.; Welder (journeyman 2nd class); The Mechanic; Serviceman	\$16.10
Group 3 Frontend Loader under 1 cu. yd.; Plants-concrete batching up to 50 cu. yds/hr., concrete mixing , up to 50 cu. yds./hr.	\$14.80
Group 4 Mechanic's helper; Plant helper	\$13.80
Group 5 Plant Clean-up and Mobile Equipment Clean-up	\$12.65

14:01 Learner Operators - Twenty-five(25¢) cents below the rate shown for **qualified and** proficient operators for a **period** of not **more than** three (3) months.

14:02 Tool **Allowance** - All employees employed **as** journeymen tradesmen shall receive a tool **allowance** of twenty-five (25¢) cents **per hour** in addition to their hourly rate.

ARTICLE 15:00 - SPECIAL PROVISIONS

15:01 The job steward **shall** be the last employee laid off in **his** classification subject to **seniority and ability**.


- 15:02 When **an** employee works in **a** higher wage classification for more than one **(1)** hour, he shall be paid the higher rate for the entire shift.
- 15:03 The Employer shall provide coveralls **on** a 50 - 50 cost sharing arrangement to all those employees employed under this Collective Agreement.
- 15:04 There **shall be a** foreman or a charge hand in charge of each shift. Charge hands **shall** receive an additional sixty-five (65¢) cents per hour above **the** classification of those employees **directly** under their supervision.
- 15:05 When death occurs **to** a member of **an** employee's immediate family, **the** employee **will** be granted upon request, an appropriate leave of absence. If the employee attends the funeral, he/she shall be compensated for hours lost from their regular schedule **on** the day of the funeral and the day after the funeral. Maximum compensation **shall** be eight (8) hours per day for three (3) days. Members of the immediate family of the employee are defined **as** spouse (including common-law **spouse**), parents, children, brothers, sisters, **fiance**, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law. Common-law spouse shall be deemed **to** mean a man or woman **who** resided **with** the employee **and** who was held out publicly **as** his/her spouse for a **period** of **at** least one **(1)** year before death.

ARTICLE 16:00 - SENIORITY, ANNUAL VACATIONS, STATUTORY HOLIDAYS FOR NON-SEASONAL EMPLOYEES

The Employer recognizes the principle of seniority for **all** employees not classified **as** **seasonal** employees.

16:01 Seniority

- (a) Seniority **shall** be **based on the** length of continuous service **an** employee has been on **the** payroll subject **to** subsection (b) of this Article.
- (b) **An** employee shall lose all seniority rights for **any** one or more of the following reasons:
- i voluntary resignation;
 - ii discharge for **cause**;
 - iii **failure** to return to work after lay-off under subsection (c) of this Article; or
 - iv lay-offs for more than twelve **(12)** months.
- (c) **Ability**, seniority and efficiency will be the criteria used in determining lay-offs, re-hiring, and filling vacant or new positions. The union recognizes that the first **two (2)** of **these** criterions will govern the **case** of grievances and where **ability** is **equal**, **seniority** shall govern.

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- (d) A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised on the 1st day of January of each year. Any errors shall be reported to the job **steward** for correction.
 - (e) Leave of absence for any other reason than ill health will consist of a maximum of thirty (30) days. Any extension of leave of absence over thirty (30) days shall be in writing and agreed upon by the Union, the Employer and the employee concerned.

16:02 **Annual Vacation**

- (a) After one (1) year, employees shall receive two (2) weeks vacation.
- (b) All employees with five (5) years or more service shall receive three (3) **weeks** vacation.
- (c) All employees with twelve (12) years or more service shall receive four (4) weeks vacation.

16:03 **Annual Vacation Pay**

- (a) **All** employees with less than five (5) years service, four (4%) percent of straight time earnings.
- (b) **All** employees with over five (5) years service, six (6%) percent of straight time earnings.
- (c) **All** employees with over twelve (12) years service, eight (8%) percent of straight time earnings.

ARTICLE 17:00 - EFFECTIVE DATE AND DURATION OF AGREEMENT

17:01 This Agreement shall be in full force and effect as of March 1, 1994 and continue in effect until February 29, 1996 and from year to year thereafter except as hereinafter provided.

17:02 Either party to this Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Agreement, request the other party to the Agreement to commence collective bargaining. Such notice shall be given by registered mail.


17:03 If notice has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said expiry date, until the procedures in the Labour Relations Code have been exhausted. The parties to this Agreement shall make every effort to complete the procedures in the Code and conclude an Agreement prior to the expiry date.

ARTICLE 18:00 - GENERAL

18:01 A copy of the Agreement shall be deposited with the Department of Labour for the Province of Alberta within one (1) month of the date of signing.

LAFARGE CONSTRUCTION
MATERIALS - CONCRETE DIVISION

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 955









Signed this 13th day of October, 1994