


SOURCE	COMPANY		
EFF.	94	11	01
TERM.	98	10	31
No. OF EMPLOYEES	71		
NOMBRE D'EMPLOYÉS			

Agreement between

Lafarge Canada Inc. &

International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers & Helpers  
Local D385, Richmond

10024(01)

**AGREEMENT**

**Working Conditions  
And Wage Schedule**

**RICHMOND PLANT**

As agreed to by

**LAFARGE CANADA INC.**

and

**CEMENT, LIME, GYPSUM AND ALLIED WORKERS' DIVISION,  
INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS**

**AFL-CIO-CFL**

**LOCAL LODGE NUMBER D385**

**November 1, 1994 - October 31, 1998**

**RICHMOND**

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AGREEMENT ENTERED INTO this 12th day of August, 1994.

BETWEEN  
LAFARGE CANADA INC.  
Richmond Plant  
(Western Region)  
having its Regional Office in the City of Calgary,  
hereinafter called the "Company"  
PARTY OF THE FIRST PART  
AND  
CEMENT, LIME, GYPSUM AND ALLIED WORKERS' DIVISION,  
INTERNATIONAL BROTHERHOOD  
OF BOILERMAKERS, IRON SHIP  
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS  
A.F.L.-C.I.O.-C.F.L.  
Local Lodge Number D385, Richmond, B.C.  
hereinafter called the "Union"  
PARTY OF THE SECOND PART

**WITNESSETH THAT:**

The Parties hereto have agreed as follows:

**ARTICLE 1**

**DEFINITION**

- 1.01** The term "employee" or "employees" as and wherever used in this Agreement shall include all production, maintenance and *office* employees, including laboratory employees and janitor, but shall definitely exclude the following:
- (a) All executive, engineering, technical and supervisory staff.
  - (b) Personnel working for and paid by contractors engaged by the Company to carry out construction work.

**1.02** It is understood that the Company shall not permit any employee excluded from the Bargaining Unit to do ~~the~~ work customarily performed by a member of this Union, except as outlined in the following clauses: Any employee excluded from the Bargaining Unit will not take the place nor do the jobs of members of the Bargaining Unit. It is understood that they may instruct, inspect, or in ~~case~~ of emergency, take the action necessary to avoid injury, ~~loss~~ of life, or loss of property, material or ~~machinery~~, except in these ~~cases~~, they may not handle or transport materials or equipment nor ~~service~~ Company's vehicles, within the Company's operation.

For any violation of the rules described in this Section, the Company shall be required to pay a minimum of four (4) hours at the applicable hourly rate to the employee or employees eligible to be called in accordance with Article 5:08 and/or 5:11, unless such employees were unavailable or declined the work in question.

**1.03** The Company agrees that ~~no~~ production work required by the Company operation will be contracted out, except where fully adequate production equipment breaks down to the extent that essential material movement necessary to the immediate continuing operation of the plant production process cannot be provided, then the Company may contract the necessary equipment for the immediate emergency, and provided further that the Company equipment as ~~set~~ forth above shall be immediately ~~made~~ operative and placed back in operation.

**1.04** The Company agrees that no maintenance work required by the Company operation will be contracted ~~out~~ except in an emergency or during a major maintenance shutdown, or occasional work requiring equipment or abilities not available at that plant, and only then providing that this ~~contracting out~~ will not result in a lay-off of members in the Bargaining Unit.

**1.05** All construction work, which may be contracted ~~out~~ will only be awarded to and performed by contractors whose employees are all members of a union.

**1.06** Qualifications set by the Company for any job in the Bargaining Unit must be reasonable, necessary, and relevant to ~~the~~ performance of such job.

**1.07** As used in this Collective Agreement, all references (e.g., he, his, they, their) shall be deemed to include the feminine as well as the masculine.

## **ARTICLE 2**

### **RECOGNITION**

**2.01** The Company recognizes the Union as the sole collective bargaining agency for all employees of Lafarge Canada Inc. at its operations located at Richmond and Nanaimo, B.C.



**2.02** It shall not be a violation of this Agreement or cause for discharge if an employee refuses to ~~cross~~ a picket line which has not been ~~declared~~ illegal by a court of competent jurisdiction or refuses to handle material produced by a plant at which a legal strike is in progress.

## **ARTICLE 3**

### **EMPLOYMENT**

**3.01(a)** The Company retains the right to hire all employees and shall **notify** the Union in writing of all ~~newly~~ hired employees within a week of hiring, giving date of hiring and the job classification to which they have been assigned.

**(b)** All employees within the ~~Collective~~ Bargaining Unit covered by this Agreement must become members, maintain membership in this Union and pay to the Union an amount equal to the initiation fee and regular monthly dues upon thirty (30) calendar days from the date of employment, or the effective ~~date of~~ the Agreement, whichever is the later.

**(c)** Employees who are retained for less than thirty (30) calendar days, but for greater than ten (10) calendar days, shall be ~~deducted~~ the sum of \$28.00 which will be remitted to the Union and applied towards initiation fees.

The Company agrees to deduct union dues from each student, temporary and casual employee for ~~each~~ day worked in a calendar month.

**(d)** All newly hired employees not including any employees on the seniority list shall be ~~considered~~ to be on probation for sixty (60) calendar days from the date of hiring and shall be subject to termination during such period at the discretion of the Company.

**(e)** The Company agrees that before hiring temporary employees, because the work force ~~is~~ fully employed, the ~~matter~~ will be discussed with the Union.

Temporary employees shall not accumulate seniority during their period of employment with the Company, which shall not exceed sixty (60) calendar days in ~~each~~ calendar year unless a longer period is mutually agreed to by the parties. It is understood that if a temporary employee exceeds sixty (60) calendar days due to an administrative error, that employee will immediately be terminated without acquiring seniority rights. Should any of them be subsequently hired by the Company on a permanent basis, his/her seniority will commence as of the date of such permanent hire.

(f) Normal retirement for all employees shall occur at the end of the quarter in which the employee reaches age 65. However, any employee may, at this option, retire before reaching age 65, or by mutual agreement between the Company and the Union and provided that the employee is in satisfactory health, his retirement may be postponed after age 65.

3.02(a) The Company agrees to deduct from the pay cheque of all employees initiation fees and dues in accordance with Clause 3:01 (b) and (c). Assessments, as authorized by the Union's Constitution and By-Laws, will also be deducted from the pay cheque of Union members. The Company will remit such deductions monthly to the **Financial Secretary** of the Union. Employees must individually authorize the Company in writing to make such deductions.

(b) The Company agrees that on the official request of the Union it will furnish the Union with full information of the job title and rate of pay of any member of the Bargaining Unit.

#### **ARTICLE 4 - HOURS OF WORK**

4.01 (a) Day Employees Work Week

The standard working week for day employees shall be forty (40) hours in five **consecutive** days of eight hours **each**, Monday to Friday.

(b) For calculation purposes, the week for day employees shall be considered as the seven (7) **consecutive** days beginning at 00:01 A.M. Monday.

(c) Day Employees Work Day

The standard working day for day employees shall be the eight and one-half (8.5) consecutive hours commencing at 7:00 a.m. with one-half (.5) hour unpaid lunch break.

By mutual agreement with ~~the~~ Union, the regular starting time can be changed from ~~time~~ to time to meet operational requirements.

(d) Shift Employees Work Week

The standard work week for employees working continuous shifts shall be in accordance with the **Shift** Schedule attached to this Agreement, which provides for ~~two~~ twelve (12) hour shifts per day, seven days per week. This schedule to be effective during the life of this agreement.

(e) For calculation purposes, the week for continuous shift employees shall be considered as the seven (7) consecutive days beginning at 00:01 AM. Sunday.

(9) The parties mutually agree that the Company shall have the right to employ two (2) Millwrights and two (2) Electricians who will be engaged to form a day shift providing service seven (7) days a week. Any additions to the above provisions shall be negotiated between the parties and subject to mutual agreement as per Clause 23:03."

**4.02** No day employee shall receive less than forty (40) hours of straight time pay, in addition to any premium rates that might apply, in any one work week as a result of re-arrangement of working hours to suit the Company's convenience. Shift workers shall receive straight time hours pay according to their schedule.

**4.03** Any employee who is required to report for work shall be given at least four (4) hours straight time and shall receive full time pay for all time thereafter that he is required to remain on the premises ready for work. Any employee who is not specifically instructed at least twelve (12) hours before his regular starting time not to report for work shall be considered as having been ordered to report and therefore he shall receive four (4) hours' pay at his usual rate. Any employee put to work on his regular working day shall receive a full day's pay at his regular rate.

**4.04** Whenever possible, an employee shall give the Company twenty (20) hours notice that he will be unable to report for work. When twenty (20) hours notice cannot be given, the employee must notify the Company as soon as possible. Failure to comply with the foregoing regulations constitutes absenteeism and subjects the employee to discipline as agreed to by the Company and the Union and posted on the bulletin board, such notice to be signed by representatives of the Company and the Union. Employees will also give the company at least twenty-four (24) hours notice that they are available to return to work or to work their regular shift.

Qualified as per the Company letter on discipline for absenteeism dated November 14, 1990.

**4.05** Day employees, excluding those who are posted spares, shall be given seventy-two (72) hours notice of change of their regularly scheduled hours, including assignment to shift work.

When the Company is unable to give employee(s) the seventy-two (72) hours notice prior to changing their regularly scheduled hours, the employee(s) shall be paid at the rate of double time for all hours worked during such period of the seventy-two (72) hours notice.

Day employee(s) whose regularly scheduled hours are changed due to planned kiln and related equipment shutdowns (4 per year), will be given ninety-six (96) hours notice prior to such change.

When the Company is unable to give employee(s) the ninety-six (96) hours notice prior to changing their regularly scheduled hours, the employee(s) shall be paid at the rate of double time for all hours worked during such period of the ninety-six (96) hours notice.

- 4.06** If any employee is requested to remain on the job to work overtime and if the overtime is subsequently cancelled, one-half (1/2) hour at the applicable overtime rate shall be paid to such employee.

## **ARTICLE 5 - OVERTIME**

- 5.01** Overtime pay at the rate of one and one-half (1.5) times an employee's regular hourly rate of pay shall be paid for work performed under one of the following conditions:
- (a)** For day workers, for work in excess of forty (40) hours per week.
  - (b)** For shift workers, for work in excess of scheduled work week
  - (c)** For day workers, for work in excess of eight (8) hours in any one (1) day, or, for work in excess of eight (8) hours in any 24 hour period.
  - (d)** For shift workers, for work in excess of 12 hours in any day, up to 14 hours.
  - (e)** For day workers, for work on Saturday.
  - (f)** For shift workers, for the first 8 hours of work performed on any assigned day off, provided such day is not a Sunday.
  - (g)** For work on the first shift worked when an employee's regularly scheduled shift is changed by the Company on less than forty-eight (48) hours notice to the employee.
  - (h)** For any overtime worked a minimum of one-half (1/2) hour at applicable overtime rate shall be paid. (This shall in no way interfere with the call-out provisions in Clause 5:03).
  - (i)** Time and one-half or the applicable overtime rate will be paid for one-half (1/2) hour to a day worker who is directed to work through his lunch period (12:00 noon to 12:30 p.m.). His lunch period shall be taken later during this normal shift for which time he shall be paid.

- (j) For shift workers, for the final 4 hours of every **scheduled 48 hour work week**. (This compensates for overtime required to cover the full week.)

**5.02** Overtime pay at double (x2) an employee's regular hourly rate of pay shall be paid for work performed under the following conditions:

- (a) For day workers, for work in excess of **forty-eight (48) hours per week**.
- (b) For shift workers, for work **in excess** of 44 hours in the 36 hour week **or** 52 hours in **the 48 hour week**.
- (c) For day workers, for work in excess of ten (10) hours in any 24 hour period.
- (d) For shift workers, for work **in excess of 14 hours in any 24 hour period**.
- (e) For day workers, for work in excess of 8 hours on Saturday and for all overtime worked on a Sunday.
- (9) For shift workers, for work in excess of 8 hours on assigned days off and for all overtime worked on a Sunday.

NOTE: "Any twenty-four (24) hour period: is defined as any consecutive **twenty-four (24) hours** and is in no way governed by regular starting times or **calendar days**."

**5.03** "Call-Out" - double time (x2) to be paid for all call-outs with a minimum of three (3) hours pay at double time for **each call-out**.

(a) "Call-Out" is defined as:

1. Any overtime worked on days ~~off~~ for which less than thirty-six (36) hours of notice has been **given**, it being of no consequence where the notice was given (**at home, at work, or elsewhere**).
2. At any **time** notice is given to the employee that requests him to work before or after his regular **working** hours, **if the notice is given while the employee is off duty**; this includes notice ~~after~~ the whistle has blown or ~~the clock~~ has ended his regular shift.
3. At any **time** an employee is required to return to the plant (with less than thirty-six (36) hours' notice being given).

(b)

1. One ~~(1)~~ hour travelling time at an employee's regular hourly rate will be paid for each **such call-out**. Yard Labourers will receive a travel time rate that is equal to ~~the~~ rate of the job performed on the call-out.

2. On notification of a call-out, the Company will advise the employee of the nature of the work to be done.
3. It is understood that in the event of a call-out no duties will be added for the purpose of making up **time**, except when another emergency breakdown occurs after notice has been given or after the employee has started work and before originally specified purpose call-out has been completed.

(c) Double **time (x2)** will be paid for all overtime and call-outs on a Sunday.

**5.04** Triple time (**x3**) will be paid for the following: For scheduled overtime shifts and call-outs on a Statutory Holiday in addition to his straight time pay under Clause 6:02.

**5:05(a)** where an employee has been required to work more than four (4) hours of **overtime** he shall have a ten (10) hour break before commencing his regular shift. Failing this, it is understood that he will remain on the premium rate of pay until such time as he has had a ten (10) hour rest period.

(b) It is understood that when an employee's rest period terminates before the cessation of his normal work day or shift, and provided he reports to work at the cessation of this period, he shall be paid for all normal working hours used to complete his rest period.

It is further understood that when an employee's rest period terminates, no more than **two (2)** hours before the cessation of his normal work day or shift, he shall be paid for all **normal working** hours used to complete his rest period without having to report to the plant.

The hours not worked after the termination of the rest period shall not be counted as hours worked and, therefore, regarded as leave with permission.

Any hours paid in accordance with the above to complete a rest period shall be counted as hours worked. It is understood that the rest period provisions provided for herein do not apply in the case of a change of shift (provided the change of shift is for scheduled shift work as provided under Clause 5:01 (c) and/or Clause 5:01 (g)).

(c) Notwithstanding the provisions of this Article, when a continuous production shift employee fails to report to work, his shift may be split by asking the present employee working to remain on the job for up to **two (2)** hours, then covering the balance of the shift by a call-out for the next ten (10) hours.

(d) Mere it is known prior to 11:00 a.m. that an employee will be required for a job that will extend past 3:30 a.m. the following day, the employee shall go home at 11:00 a.m. to return at 7:30 p.m. This condition is applicable for maintenance personnel as well as the bulk loader.

**5.06** No employee will be assigned, requested or scheduled to work overtime as long as an employee is on lay-off, who is available and capable of performing the work required. This clause does not apply to emergency call-outs for breakdown repair or the filling of vacancies caused by an employee's failure to report without notice.

**5.07** Both daily and weekly overtime shall not be paid for the same hours and overtime pay shall not be pyramided, but the highest overtime premium applying to the hours worked shall be paid.

**5.08** All overtime hours shall be divided as equally as practicable among the employees in the respective departments and who have completed their probationary period and who are capable of performing the work. Shift work shall be performed in accordance with the shift schedule which is attached hereto and made part hereof, to be effective during the life of this Agreement.

Any employee who has been requested to work overtime and refuses to work as requested shall have such overtime credited to him for the purposes of this section.

**5.09** An employee shall be provided with a hot meal:

- (a) After working one hour of overtime following the completion of his regular shift, with a further hot meal every successive four (4) hours worked thereafter.
- (b) Where an employee is either called out or required to work at such time as to prevent him from enjoying a normal meal in his home.
- (c) In the event of a call-out preventing the employee from bringing his normal cut lunch.
- (d) In the event that the Company is unable to supply overtime meals, it is agreed that a meal voucher redeemable at a local restaurant will be provided with a value of \$12.50. Overtime meals to be provided from the cafeteria on day shift if six (6) or more staying over and on night shift if ten (10) or more staying over. Both parties agree to be flexible on this issue.

The employee will continue to work until the delivery of the meal at which time he will be allowed one-half hour, for which he shall be paid, to eat his meal. The value of this meal may not be less than \$2.50.

**5.10** Transportation from ~~the~~ plant to an employee's home will be provided by the Company when ~~due~~ to an emergency an employee has been compelled to remain on the job ~~after~~ the completion of his normal shift and thereby misses his normal transportation home.

NOTE: This does **not** apply to voluntary overtime.

**5.11** When emergency overtime is required, the junior man in ~~the~~ department, that is with plant seniority, will be required to work. When ~~such~~ junior man has already worked twelve hours or more during ~~the~~ twenty-four (24) hour period, commencing with the start of his regular shift, the overtime in question will be offered to, and ~~worked~~ by, ~~the employee(s)~~ next up on the seniority list who has not worked overtime that day.

## **ARTICLE 6 - HOLIDAYS - STATUTORY**

**6.01** Time and one-half ( $1\frac{1}{2}$ ) shall be paid for all work performed on the Statutory Holidays appearing below in addition to ~~the~~ 8 hours straight time pay received by all employees not working. For the purposes of this section, ~~the~~ Statutory Holiday shall be defined as a ~~twenty-four~~ (24) hour period beginning with:

Zero (0) hours to zero (0) hours.

**6.02** Employees will be paid at the rate of 8 hours straight time for ~~the~~ following Statutory Holidays when not worked: New Year's Day, Good Friday, Easter Monday, Empire Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, December 31st, and any other holiday proclaimed by the Provincial or Federal Government, provided that an employee shall not be entitled to be so paid:

- (a) If he does not work on such holidays when he has been required or scheduled to do so, it being understood that the Company will give four (4) days' notice if he is requested to work said holiday, **except in case of emergency breakdown.**
- (b) If he is absent without good cause on the scheduled working day immediately preceding or succeeding such holiday.



- (c) If he shall not have worked within the thirty (30) day period immediately preceding the date of the holiday. It is understood ~~that~~ if an employee, who has ~~at~~ least one (1) year's seniority, is laid off, he shall receive, at the time he is laid off, pay for any of the above named holidays that fall within the thirty (30) day period immediately following the date ~~of~~ his lay-off.

6.03 (a) ~~Where~~ a Statutory Holiday falls on a Saturday and/or a Sunday, it shall ~~be~~ observed instead on the following Monday and/or Tuesday. In such event, the provision of this Article 6 relating to pay for ~~such~~ holidays shall apply to the Monday and/or Tuesday and not to the Saturday and/or Sunday.

- (b) Statutory Holidays which fall on a weekend will be observed, ~~for~~ operating shift jobs only, on the days that they fall. Operating Shift Jobs: Control Room Operator, B Operator, Overhead Crane, Analyst Physical Testor.

6.04 The Company shall post a notice listing those employees who are to work on the day to be observed as a Statutory Holiday at least four (4) days prior to such holiday. If the Company instructs a listed employee not to work on the holiday less than four (4) days prior to the holiday, ~~then~~ the Company shall pay the affected employee or employees eight (8) hours pay at ~~time~~ and one-half (1.5) in addition to the straight time pay ~~being~~ received by all employees not working on that Statutory Holiday.

6.05(a) ~~It~~ is further understood that when the Statutory Holidays listed above in Clause 6:02 occurs during the employee's vacation he shall receive payment for such Statutory Holiday in addition to the regular vacation pay plus one extra day ~~off~~ without pay added to his vacation. This ~~clause~~ refers to all employees covered by this Agreement.

- (b) Holidays ~~that~~ fall on an employee's regular scheduled work day shall be counted as a day worked for the purpose of computing overtime.

## ARTICLE 7 - VACATIONS

7.01 After one ~~(1)~~ year's service and up to three (3) years service an employee shall receive two (2) weeks vacation with 80 hours pay or 4%, whichever is the greater. After three (3) years service and up to eight (8) years service an employee shall receive three (3) weeks vacation with 120 hours pay or 6%, whichever is the greater. After eight (8) years service up to seventeen (17) years service, an employee shall receive four (4) weeks vacation with 160 hours pay or 8%, whichever is the greater. After seventeen (17) years service, an employee shall receive five (5) weeks vacation with 200 hours pay or 10%, whichever ~~is~~ the greater. (Reference point to wages will be the last T-4 slip).

Proviso: Employees who were entitled to six (6) weeks of vacation as of **March 18, 1992** shall continue to receive such until they ~~retire~~ or leave the employ of the Company.

- 7.02** (a) In no event shall any employee who ~~is~~ on lay-off, be required to take his vacation during periods of plant shutdown or curtailment of operations.
- (b) An employee may, if he so wishes, take his vacation all at one time, at a time to suit ~~the~~ employee, provided that the Company's operations are not adversely affected.
- (c) If a shift employee applies for an additional day leave of absence at the ~~time he~~ applies for his vacation, he will be granted this extra day.
- (d) The Company agrees to process reasonable Leave Of Absence requests without pay for shift workers, ~~out~~ of the normal vacation period of July 1st to Labour Day, of up to seven days, once per year, providing sufficient notice is given and that a trained relief man is available for the period requested.

This would be in addition to and have no bearing on any normal extended L.O.A. requested.

**7.03** Employees shall apply to the Company for annual vacations not later than the 1st of April and such vacations shall be granted for the periods applied for. When vacation periods conflict, preference shall be given to employees in accordance with their seniority in the Company. The vacation schedule shall be posted on the 1st of May. Vacations may be taken collectively at a time agreed to by the Company and the Union. The Company will respond within two (2) weeks of ~~the~~ employees request for vacation.

**7.04** Vacation pay shall be paid to the employee on the pay day preceding his vacation, but not less than two (2) of his working days prior to the beginning of his vacation.

**7.05** Provisions of the Annual Holiday Act will apply to all employees leaving the Company's employ after less than one (1) year's service. In case of termination of an employee for any reason after one (1) year's service, the company shall pay to him, or in the event of his death, to his beneficiary designated under the Company's group life insurance plan, any and all vacation pay due to him.

**7.06** Hourly employees who ~~am~~ entitled to five (5) weeks of vacation will have the option of banking ~~the fifth~~ week for the purpose of early retirement. This banked vacation can only be taken immediately prior to retirement and will be paid at the ~~employee's~~ applicable rate of pay at retirement.

Proviso: Employees who were entitled to six (6) weeks of vacation as of **Match 18, 1992** shall have the option of banking the sixth week for the purpose of early retirement.

## ARTICLE 8 - WAGES

- 8.01(a) Employees covered by this Collective Agreement shall be paid on alternate Thursdays.
- (b) The wage schedule shall be attached hereto and made a part hereof to be effective on November 1, 1994 and shall remain in effect for the term of this Agreement and each year thereafter unless notice is given in accordance with Article 23.
- (c) Verified pay errors are to be corrected and the necessary adjustments made within one (1) day.
- (d) The Company shall furnish a detailed statement with each pay cheque for each employee, showing amount of hours and the rate of pay applicable to all hours worked, details of all deductions, etc.
- 8.02(a) If work of a higher classification is required of any employee, he shall receive the higher rate of pay, but if he is temporarily required to do work of a lower paid classification, his rate of pay shall not be changed.
- (b) Any employee required to work on two (2) or more jobs having different rates of pay, shall be paid the rate of the highest rated job that day.
- 8.03 In the event that the content of a job is appreciably changed either by the Occurrence of one change or accumulated changes over a period of time, or a new job created during the term of this Agreement, the wage rate of such a job shall be negotiated by the Company and the Union.
- Should the negotiating committee of the parties not be able to agree on a rate for such new or changed job, the matter shall be referred to arbitration and the Arbitration Board shall have the authority to establish a wage rate for such job.
- 8.04 Were a rate spread is shown, the employees shall receive a bracket increase at least every six (6) months until the top rate is reached, provided he makes satisfactory progress. If the employee does not receive the wage increase at the end of each six (6) month period, the Company shall notify the Union, giving the reason why the increase was not granted.

## ARTICLE 9 - PREMIUM RATES

- 9.01** All hours worked by an employee on a Sunday which are not paid for on a higher premium and/or overtime basis, shall be paid at the rate of **two (2) times** the employee's regular straight time hourly rate exclusive of **shift differential**. For the purpose of this section, Sunday shall be defined as a twenty-four (24) hour period beginning with the start of the day shift on Sunday and ending with the start of the day shift on Monday.
- 9.02** Shift workers shall be paid a shift differential of **sixty (60) cents** for all hours worked between 4:00 p.m. and 12:00 midnight and **sixty (60) cents** for all hours worked between 12:00 midnight and 8:00 am. These shift differentials shall be paid to day workers in cases of call-out when performing a complete shift for which they are paid at premium rates. The premium shall be added to the rate after and not before calculating overtime. Shift differential shall be paid to all shift workers on call-out.
- 9.03** The Company agrees to pay to the employee of the Bargaining Unit stipulated by the Company a premium of thirty (30) cents per hour when training another employee in this classification as per the training schedules (Note 4 of Appendix "A"). The employee being trained will be paid thirty (30) cents per hour below the rate for the job for which he is being trained.
- 9.04** It is understood that when a foreman's job is temporarily filled by a lead hand, a premium of forty (40) cents an hour over the employee's regular lead hand rate will be paid.
- 9.05** For work performed by an employee at any of the Lafarge Canada Inc. subsidiary plants and depots:

When an employee is requested to work at any of the above mentioned plants, he shall receive a rate of pay not less than his regular hourly rate, but equivalent to the rate negotiated by the Union holding certification for the above mentioned plants. All articles of this contract agreed to by the Company and the Union will be applicable to the employee when at these plants. Travelling time shall be paid at overtime rates where applicable and limited to eight (8) hours in any twenty-four (24) hour period. Men requested to work in any of these plants, and an overnight stay is required, a minimum ten (10) hour working day shall be guaranteed, hotel accommodation provided and twelve dollars (\$12.00) per day for meals, however, meal expenses up to fourteen dollars (\$14.00) per day will be paid provided they are substantiated by receipts; Saturday and Sunday included, otherwise the employee shall be transported to his home at the Company's expenses. (Car, plane, boat, train, bus, etc.) Travelling expenses, etc., to be paid to the employee before leaving his Department. Out of town work to be shared equally. Car mileage to be fourteen (14) cents per mile.

9:06(a) Six (6) bargaining unit employees (one on ~~each~~ of the four shifts and two on day shift) will be paid a First Aid allowance based upon a valid W.C.B. Industrial First Aid Ticket they hold:

Level III Ticket = \$0.65/hour

(b) It is further agreed that the Company will advance the money for the tuition fees, but in the event that the course is not successfully completed, this money must be repaid by the individual. In addition, a mileage allowance of sixteen ~~cents~~ (\$0.16) per mile will be paid for such training. Such persons will be ~~selected~~ and/or changed by the Joint ~~Safety~~ Committee in order to meet the provisions of (a), and their selection will be made known to ~~the~~ Union and posted on the bulletin boards of ~~the~~ plant. The Joint Safety Committee must make this selection without recourse to the grievance procedure.

(c) ~~Where~~ coverage for First Aid is required, and no employees at the plant has the necessary qualifications, the Company will contact the six (6) recognized First Aid members from the Bargaining Unit first; ~~secondly~~ canvass ~~other~~ eligible members of the Bargaining Unit; ~~lastly~~ eligible salaried ~~staff~~. However, ~~where~~ on a given shift no shift ~~employee~~ has taken and acquired a W.C.B. ticket, or wishes to take the necessary training to acquire a W.C.B. ~~ticket~~, a qualified salaried person may cover the shift.

9.07 Each employee who completes one (1) year of ~~service~~ through November 30th of ~~each~~ year and who does not absent himself from his regular shift when the plant is in operation, except in ~~cases~~ of disability, authorized leave of absence, or acceptable ~~excuse~~, shall receive on the first pay day in December of ~~each~~ year a Christmas bonus of one hundred dollars (\$100.00).

## ARTICLE 10 - MEETINGS

10.01(a) Joint meetings of the Plant Committee with the Plant Manager, or his representative, shall be held once per month. Agenda to be submitted by either or both parties one (1) week in advance of meeting.

(b) M e n there are grievances to process, meetings shall be held as soon as possible, after the date of request for same by either Company or the Union. In the event of any conferences mutually agreed upon ~~between~~ any employee who is a member of the Union and the Company that shall occur during working hours, such employee shall be paid his usual rate per hour for the time consumed in any such ~~conference~~.

10.02 The Union ~~agrees~~ to furnish the Company with a list of its officers and Grievance Committee and keep this list up-to-date at all times.

- 10.03** It is understood that any ~~time~~ a member of the Bargaining Unit is interviewed by any Management personnel in any matter in which his rights or privileges under the terms of the ~~Collective~~ Agreement ~~are~~ in question, the Shop Steward ~~for~~ the member's department or shift ~~shall~~ be present and in the absence of the Shop Steward, the Chief Shop ~~Steward~~ or a member of ~~the~~ Grievance Committee shall be present. No remuneration will be paid if the Union representative is ~~off~~ **duty**.
- 10.04** The Company agrees to ~~set~~ up a Committee of ~~two~~ men from the Company and the ~~Local~~ Union to study and attempt to reach agreement on a Job Training Program.

## **ARTICLE 11 - UNION ACTIVITIES**

- 11.01** The Company agrees that it will not interfere with any legitimate Union activities, or discriminate against employees ~~for~~ **such** activities, but these are ~~not~~ to be ~~conducted~~ on the premises of the Company during working hours, except by mutual agreement by the Company and the Union Committee.

**11.02** The Company agrees that excepting an emergency endangering life or property, or an emergency seriously affecting output, no overtime will be worked on the nights or days scheduled for regular Union meetings, or provided seventy-two (72) hours notice has been given to the Company in writing, on nights or days scheduled for special or extraordinary Union meetings during the times required by members to attend such meetings.

## **ARTICLE 12 - DISCHARGE**

**12.01** The Company reserves ~~the~~ right to discharge or suspend from employment any ~~employee~~ for good and legitimate reasons.

The Company shall notify the employee and the Union of such discharge or suspension in writing within five (5) working days and shall furnish in writing the reason or reasons for such discharge or suspension.

The Union must file an appeal within five (5) working days of receipt of such written notice of discharge or suspension, or the ~~right~~ of appeal is lost. A proper appeal ~~will~~ be taken through the following procedure:

**Stage 1.** The Plant Manager (or his representative) shall have three (3) working days to give further consideration to the Appeal. Should the Union not be prepared to accept the decision arrived ~~at~~ by the Plant Manager ~~at~~ this ~~time~~ or should ~~the~~ Plant Manager fail to give a decision within three (3) days:

**Stage 2.** The Appeal shall ~~then~~ be immediately taken up with ~~the~~ President of the Company, or his representative, and a representative of the United Cement, Lime, Gypsum and Allied Workers' Division, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, who shall have five (5) working days in which to settle ~~this~~ grievance. Should the grievance not be settled at this stage:

**Stage 3.** It shall then be immediately referred to a Board of Arbitration, which may:

- (a) Uphold the Company's action;
- (b) Uphold the Union's Appeal and re-instate the Grievor to his former position without loss of wage rate or seniority and with full pay for all time lost; or
- (c) Award such lesser penalty as the Board may deem fair and proper.

The parties hereto agree not to avail themselves of the provisions of Sections 87 and 88 of the Labour Relations Code of British Columbia in respect of any discharge or suspension under this Article of the Collective Agreement.

It is further understood that the Grievor's Health, Welfare and Pension Benefits will remain in force pending the Board's decision.

## **ARTICLE 13 - GRIEVANCE**

**13.01** Any dispute arising out of this Agreement, or any grievance or misunderstanding involving occupational classifications, wages, hours or working conditions, which any employee or group of employees represented by the Union may desire to discuss with the Company shall be handled as follows:

### **Step One**

The employee, accompanied by Department Shop Steward or a member of the Grievance Committee of the Union, shall go directly to the foreman of his department when reporting a complaint or grievance within ten (10) working days of the time ~~that~~ the employee ~~becomes~~ aware of the alleged grievance. In ~~cases~~ of approved absence, ~~employee~~ shall have ten (10) working days from the date of return to work to report the grievance.

### **Step Two**

If the ~~grievance~~ is not satisfactorily adjusted by ~~the~~ foreman within two (2) working days, the grievance shall then be ~~referred~~ to the Department Head and/or Personnel Supervisor. If the grievance is not satisfactorily ~~settled~~ at this stage within three (3) working days, it shall ~~be~~ reduced to writing and shall be referred to the Grievance Committee and, in the event the grievance in their opinion is ~~justified~~, the Grievance Committee shall present the grievance in writing to the Plant Manager, ~~or his~~ representative, within ten (10) working days.

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Should the Grievance Committee and the Plant Manager, or his representative, fail to reach a satisfactory settlement within five (5) working days, the matter shall then be referred to the Vice-President of the Company and the Plant Manager, or their designated representatives, and a representative of the United Cement, Lime, Gypsum and Allied Workers' Division International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers and the President of the Local Union, or his designated representative.



## Step F a r

Any decision arrived at in accordance with the above procedure shall be final and binding upon the Company and the Union. Should the representatives of the Company and the Union be unable to adjust the grievance within thirty-three (33) working days following Step (3) the matter shall be referred to a Board of Arbitration.

- (a) If no written request for arbitration is made within 30 days the grievance will be considered settled or abandoned.
  - (b) The Arbitration Board shall consist of a nominee of the Company and a nominee of the Union and a third member, who shall act as Chairman. Such Chairman shall be ~~selected~~ by the two (2) nominees within five (5) days of the date that the representative of the Company and the representative of the Union have been nominated. Should the representative of the Company and the representative of the Union fail in their efforts to agree to the selection of a Chairman, the Minister of Labour for British Columbia shall be requested to name a third member who shall act as Chairman of the Board. The decision of the Arbitration Board shall be final and binding on both parties.
  - (c) Either the Company or the Union shall have the right to submit more than one but not more than four unsettled grievances to the Arbitration Board, which shall have the right to hear all such grievances at the same hearing; and such grievances need not bear any relation to each ~~other~~ or to any one particular provision of the Agreement.
- 13.02 Any disciplinary action placed upon any employee's record shall be removed from the employee's record after a period of two (2) years from the date of the offence. Copies of all disciplinary actions placed upon an employee's record shall be forwarded to the President of the Local Union.
- 13.03 Section 103: Where a difference arises between the parties relating to individual employee discipline, suspension, or dismissal, a mutually agreed upon person shall, at the request of either party:
- (a) Investigate the difference,
  - (b) Define the issue in the difference: and
  - (c) Make written recommendations to resolve the difference within five (5) days of the receipt of the request. For those five (5) days from the date, time does not run in respect of the grievance procedure.

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Written recommendations made under this provision will be binding upon the parties, unless either party refers the grievance to arbitration in accordance with Article 13:01 Step IV, within twenty-one (21) calendar days from the date the recommendations are made.

## **ARTICLE 14 - BULLETIN BOARDS**

14.01 The Company agrees to place bulletin boards for the **exclusive** Union use in conspicuous **places** for the purpose of **posting** notices in the interests of the Union, **such** notices to bear the signature of a properly authorized **officer** of the Union.

## **ARTICLE 15 - SAFETY**

15.01 It is mutually agreed by the Company and the Union that the **safety** of the employees is of **paramount** interest to both parties and that the present **safety** program shall be continued. The Company agrees that it will at all times maintain all equipment and tools in **safe** and **efficient** working order. The Union agrees to **co-operate** with the Company to enforce the **observance** of **safety** rules and regulations.

15.02 The Company further agrees to supply the following **protective** dothing; gloves, dust masks, **goggles**, rubber **wear**, asbestos suits, (dust **coats**, coveralls, **etc.**, as presently supplied), as may be required to **protect** the person and dothing **of** the **employees**. Each employee on the seniority list will be issued three (3) pairs of coveralls and the Company will have a supply of good **coveralls** for those who will require **them** should they exhaust **their** supply of dean ones.

The Company will once each calendar year pay up to one hundred **twenty** five (\$125.00) dollars towards the purchase of a pair of **safety** shoes to **each** active employee with at least **one** (1) year's service on **the** seniority list.

The Company will provide basic prescription **safety** glasses of **approved** type to those permanent employees requiring them, and agrees to replace lenses only, if required, and not before one (1) year.

15.03 In **case** an employee believes the foreman has instructed him to **work** under hazardous conditions he shall have the right to refuse to do **so**. In such **cases** the instance shall be reported immediately to a Union member of the **Safety** Committee who **is** **available** to investigate the **matter** and take **it** **up** with the department head. No employee shall be penalized for refusing to work under hazardous conditions.

## 15.04

- (a) A ~~Safety~~ Committee is to be set up as required by and in accordance with the Workers' Compensation Board Rules and Regulations, ~~the~~ Committee to number ~~six~~ members, three from the Company and ~~three~~ from the Union, only Committee members to attend (excepting witnesses when required).
- (b) The ~~Committee~~ shall investigate all accidents and shall hold regular monthly meetings for the purpose of reviewing causes of accidents, and to make suggestions and recommendations to the Company in respect to the health and safety of the ~~employees~~. If safety and health problems cannot be resolved within the structure of the committee, or if the Company fails to carry out suggestions of the ~~Committee~~ within a reasonable time, the Union or ~~the~~ Company, as the case may be, may protest such action or inaction by resorting to the grievance procedure including Arbitration.
- (c) It is agreed that a Union member of ~~the~~ Safety Committee shall accompany the inspector on all W.C.B. or Department of Mines Inspections.

## ARTICLE 16 - SENIORITY

- 16.01 The Company recognizes the seniority rights of its employees and shall furnish the Union with a seniority list, based upon the last date of employment of all employees. This ~~seniority~~ list, when approved by the Union and the Company, will be recognized as the official ~~seniority~~ list under the terms of this Agreement. The Company agrees to post every six (6) months in designated departments a seniority list of all employees covered by the Collective Agreement and to up-date this list whenever six (6) or more new employees have been added. Seniority shall be on an individual company-wide basis.
- 16.02 The Company agrees that if it should find it necessary to lay off an employee who has been in its service for over five (5) years as per the plant seniority list such employee shall be given four (4) weeks notice or shall be paid four (4) weeks wages in lieu thereof and ~~that~~ any employee who has been employed for over two (2) years, as per the plant seniority list, but not more than five (5) years, as per the plant seniority list, shall be given two (2) weeks notice or paid two (2) weeks wages in lieu thereof, and further that any employee ~~other~~ than one on part time, after thirty (30) calendar days service, shall be entitled to one (1) week's notice or one (1) week's wages in lieu thereof.

In a like manner, any employee other than on part time, after thirty (30) calendar days' service, shall be required to give one (1) week's notice of termination of service to the Company. Provided that the foregoing provisions concerning notice of lay-off or wages in lieu of notice shall not apply if suspension or partial suspension of the plant operation becomes necessary for reason beyond the control of the Company, such

as lack of raw materials, prolonged power failure, damage from fire, damage from earthquake, wind, flood, explosion, etc., until the end of the emergency or disruption of service. It is understood, however, that no notice, or wages in lieu of notice, will be given in the case of employees who are discharged for cause.

**16.03** Whenever there is a reduction in the work force employees shall be laid off by inverse order of seniority, except for office workers and jobs listed in the Training Schedule to Appendix "A" where ability, experience and seniority shall be considered. When more work is available, employees shall be recalled by seniority (subject to requirements set out in 16:06). No new employee shall be hired until the list of laid off qualified employees is exhausted. (The Company shall notify the Union when more work is available and furnish the Union promptly with a list of the employees returned to work).

**16.04**

(a) The Company will give what indications it can as to what its operating and maintenance program will be. After an employee has been laid off, he shall not lose seniority, wage rate or position if he returns to work within two (2) weeks after the date the Company mailed him notice to return to work. The mailing of a notice by Registered Letter (acknowledgement of receipt) to an employee's last known address shall constitute necessary notice.

(b) Notwithstanding the period of grace defined above, however, the employee must advise the Company as soon as he can as to whether he intends to return to work.

**16.05** Seniority shall not be affected by temporary lay-offs, sickness or injury and shutdowns of the departments of the plant. Seniority rights shall end when an employee quits or is discharged. An employee temporarily laid off or absent from work due to illness or injury for more than thirty (30) days shall report to the Company and Union once each month in order to retain his seniority.

**16.06**

(a) An employee whose job is temporarily discontinued for thirty (30) days or more and who has the required seniority, may apply in writing for a job in his or any other department. The employee may temporarily replace the regularly classified employee by bumping if he can satisfactorily perform the job without training or after a familiarization period not exceeding two (2) Days.

(b) In case an employee's job is permanently discontinued, he may apply in writing for a job in his or any other department, and he shall be considered for the job in accordance with qualifications set forth in Clause 17:01. An employee must make application for such jobs within ten (10) days from the date of notice that his job will be discontinued or that he will be displaced by another employee.

- (c) A senior employee exercising a permanent bump can displace a junior employee classified as a Control Room Operator only if the senior employee performed the relevant job and was classified as such within the preceding twelve (12) months. See miscellaneous items of agreement (Item #2).

## ARTICLE 17 - JOB POSTING

17.01 When there is a vacancy or a new job created, excluding Labourer and/or Yard Utility Worker, those employees who wish the job shall be considered for the job in order of seniority rating, taking into consideration ability. It is understood that in considering application for Lead men, ability and experience shall be given substantially greater weight and in addition the qualities of leadership will be an important consideration. All vacancies and new jobs created, excluding Labourers and/or Yard Utility Workers, shall be immediately posted seven (7) calendar days on the bulletin boards in order to give any employee an opportunity to make application for such job or jobs. Such application shall be in duplicate, one copy to be sent to the Company, and the other copy to the Union. In the event that no application is received for job posting, the Junior Labourer or Yard Utility Worker will be assigned.

It is understood that in case of emergencies, vacancies and new jobs created, they shall be filled by the Company until such time as applications provided for above shall have been filled and considered, determining by whom such vacancies shall be permanently filled. Job awards shall be made within seven (7) calendar days of dosing of bids at which time the job award shall be posted and the Union notified. The successful applicant for a posted job must be put on the job immediately, provided the job is in operation, and in any event as soon as the vacancy his transfer creates has been filled through the normal procedure described in this Article. Any dispute between the Union and the Company over which employee shall fill a vacancy or newly created job, shall be resolved in accordance with the procedure outlined in Article 13. The successful applicant will be given a trial period of up to six (6) weeks commencing with the first shift performed. If the selected applicant proves unsatisfactory during the 6 week trial period, such applicant shall be returned to his former position and all other changed by reason of such promotion shall be returned to their former positions.

If for a bona fide reason an employee wishes to transfer to the Labour/Yard Classification, he shall notify the Company and the Union in writing and shall be considered in order of seniority for such transfer before a new non-temporary employee is hired into the classification.

17.02 It is understood that all vacancies resulting from vacations, authorized leaves of absence and similar circumstances made known in writing to the Company (with a copy to the Union) at least ten (10) days ahead of time which will last for ten (10) days or more, shall be posted immediately on a temporary basis. Whenever an undue hardship arises because of this restriction, the time limit may be extended by mutual agreement between the Company and the Union.

### 17.03

- (a) Vacancies resulting from unforeseeable circumstances such as sickness and accidents, which exist for thirty (30) days or less, shall be filled by the Company. Such vacancies continuing for more than thirty (30) days shall be posted after said 30 day period and acted upon in the usual manner. Such time limit may be extended by mutual agreement between the parties. Experience gained by any employee during the first 30 day period of such vacancy shall not be considered in determining the successful bidder.
- (b) The successful bidder for a job existing because of a vacancy which occurs because of a vacation, leave of absence, sickness or injury extending over thirty (30) days shall have the right to return to his former position. At such time as the employee who previously held the job returns to work, he shall be returned to the position and the successful bidder shall be returned to his former classification.
- (c) If the job continues after thirty (30) days it shall be posted as a temporary position, said position shall remain temporary for a period not exceeding a total of ninety (90) days.
- (d) If the job should be discontinued within the 90 day period, it is understood the employee will revert to his former position. Should the job continue beyond ninety (90) days, except as provided under sub-section (b) above, it shall be considered a permanent job and posted as such, and if permanently discontinued, an employee may exercise his rights in accordance with Clause 16:06 (b).

**17.04** Any vacancy in a regular job which has been filled on a temporary basis and which subsequently becomes a permanent vacancy through death, termination or other case connected with the regular job holder, shall be posted and filled in accordance with the provisions of this Article dealing with filling of regular job vacancies.

**17.05** If any employee in the Bargaining Unit desires to transfer from one to another company operation, he shall notify the Company and the Union and he shall be considered to fill the vacancies and newly created jobs in the other operations in accordance with his seniority and ability.

**17.06** The successful applicant to a job he once held, which has a progression of rates, shall start at that rate which applies under this Agreement to the same stage of progression he had reached when previously performing that job.

**17.07** Whenever a job classification in the wage scale has been filled for a total of thirty (30) working days during a sixty (60) working day period by an employee, such job shall be posted immediately as a vacancy.

**17.08** Any vacancies in the Control Room Operator (A Operator) classification ~~will be~~ filled according to the following selection criteria:

- (a) Complete a training program and examination set by the Company of approximately one (1) week in length, consisting of classroom and computer based training and achieving a minimum score on the examination to be determined by the Training Committee.
- (b) Upon **successful completion of the** examination described in (a); **complete** six (6) weeks of training with an A Operator.
- (c) **Upon** successful completion of the training described in (b); achieve a minimum score, to be determined by the Training Committee, on a written and practical examination ~~set~~ by the Company.

## ARTICLE 18 - LEAVES

- 18.01 Any employee ~~elected~~ or appointed to a fulltime position with the United Cement, Lime, Gypsum and Allied Workers' Division, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, District Council or Local Union, or the A.F.L. - C.I.O. - C.F.L. or any subordinate bodies shall be granted an indefinite leave of absence, providing thirty (30) days' notice is given to the Company prior to the beginning of ~~such leave~~. During such leave seniority shall accumulate, insurance benefits shall be suspended ~~after~~ thirty (30) days of ~~such leave~~, and annual vacation benefits shall be suspended immediately. They will both again be in ~~effect~~ the first day of returning to work. Such employee will be reinstated to his former job, providing he is capable and his job is still in existence; if not, he shall be eligible to apply for any job within the Bargaining Unit by means of ~~the~~ existing bidding procedure.
- 18.02 Any employee shall be granted leave of absence, without loss of seniority, wage rate or position ~~and~~ without pay, to attend conventions or any other duties which his Union ~~may~~ request him for a period not to exceed ~~six~~ (6) weeks, ~~provided~~ all possible notice is given to the Company and that such leave of ~~absence~~ shall not be requested in such number as to interfere substantially with the ~~efficient~~ operation of the plant
- 18.03 A leave of absence for compassionate reasons will be granted employees for up to ninety (90) days with a renewal of up to an additional ninety (90) days, ~~provided that~~ he makes application for such leave and the renewal of such leave in writing to the Company and the Union and that both the Company and ~~the~~ Union give Written approval of such leave of absence. An employee receiving written approval ~~from~~ both the Company and the Union for a leave of absence and returning to ~~work~~ within the specified time limit, shall not lose his seniority or pension rights on such account.
- 18.04 Special leaves of absence for both education and military ~~service~~ reasons will be granted in accordance with ~~the~~ conditions set out in Clause 18:03.
- 18.05 Employees promoted to supervisory positions outside the Bargaining Unit shall thereafter retain their seniority standing for a period of six (6) months from date of promotion, and if such employees ~~are~~ subsequently returned into ~~the~~ Bargaining Unit, they will revert to Class No. 2 of the Wage Scale. The time spent in the supervisory position shall be added to such standing, provided that the employee has ~~continued~~ at all times to pay his monthly dues in accordance with the Constitution and By-Laws of the Union and provided further that such employee has not filled a supervisory position for more than ~~six~~ (6) months.



18.06 An employee who is called for Jury service and/or subpoenaed witness duties shall be *excused* from work for any day on which he reports for Jury service and/or subpoenaed witness duties and shall receive for each such day on which he otherwise would have worked the difference between eight (8) times his regular hourly rate for day workers and twelve (12) times his hourly rate for shift workers and the payment he receives for Jury service and/or subpoenaed witness duties. An employee working a fixed or a rotating shift will not be required to report for work on the day or days he is called for Jury service and/or subpoenaed witness duties. Days paid for such Jury service and/or subpoenaed witness duties shall be counted as eight hours straight time worked for day workers and 12 hours straight time for shift workers for the purpose of computing weekly overtime.

18.07 Should an employee's mother, father, wife, child, step-child, sister, brother, mother-in-law, father-in-law, grand parents, or spouse's grand parents die, up to three (3) days leave of absence at full pay will be granted upon application, plus an additional two (2) days at half pay if the employee must leave the area. Should an employee's half-brother, half-sister, foster parent or step-parent die the same payment of wages for days lost as outlined above will be made if the employee attends the funeral or takes an active part in the settling of the estate.

For shift workers, the three days leave of absence pay is calculated at 8 hours per day and the additional two days pay would not exceed a total of 8 hours.

## ARTICLE 19 - JOB SECURITY

### 19.01

- (a) Whenever the installation of mechanical equipment, change in production methods, the installation of new or larger equipment, the combining of jobs or the elimination of jobs, will have an effect on the job status of one or more employees, the employer will give the Union reasonable advance notice of same and upon request by the Union, will promptly meet with the Union to review and explore the effects of such installation or installations or change or changes upon the working force.
- (b) Employees will not be terminated by the employer as the result of mechanization, automation, change in production methods, the installations of new or larger equipment, the combining of jobs or the elimination of jobs.
- (c) Whenever an employee is no longer needed on his regular job as a result of circumstances described in Clause 19:01 (a), such employee may apply for any job or jobs within the Bargaining Unit on which an incumbent has less seniority, and for which he could reasonably be expected to qualify within a ninety (90) day on-the-job training period, unless the employee applying for such job is disqualified due to physical reasons. The rate of pay for such employee shall not be less than ninety-five

(95) percent of the rate for the regular job from which he was displaced **irrespective** of ~~the~~ rate of the job which he applies for and obtains. The ninety-five (95) percent of rate protection shall apply for a minimum period of one (1) year, or a period equal to one-third (1/3) of an employee's seniority up to a maximum of five (5) years. **Notwithstanding** the foregoing, if the **affected** employee is tendered training for a job for which he could reasonably be expected to qualify within a ninety (90) day ~~on-the-job~~ training period and refuses, he will ~~not be~~ entitled to any rate protection unless he has a bona fide reason for refusing. If the **affected** employee subsequently bids on, and is awarded a different job, he **will** no longer **receive** the ~~rate~~ protection.

- (d) Employees **affected** by the application of the foregoing procedure shall have and **may exercise** the same rights for ~~retention~~ and on-the-job training in accordance with their seniority status and ninety-five (95) percent rate guarantee shall also be applicable to them.
- (e) Employees who do not apply for and/or obtain a job in accordance with the provisions of Clause 19:01 (c), including employees displaced from their jobs but whose seniority **status** does not permit them to **utilize** job retention rights under ~~the~~ provisions of Clause 19:01 (c) or 19:01 (d), will be placed on a lay-off status with recall rights in line with their seniority **status** for job **vacancies** which may **thereafter occur**.
- (f) The provisions of Clause 19:01 (c) **do** not apply to displacement or lay-off resulting from production curtailment, except that employees laid ~~off~~ and not **recalled** when production is resumed following curtailment will be entitled to the same rights as employees **affected** by Clause 19:01 (c).
- (g) Should the employer **permanently** close and abandon ~~the~~ present facilities affording employment to the employees comprising the Bargaining Unit and replace such facilities with a new **operation** in the regular shipping area of the original plant location, **affected** Bargaining Unit employees may individually select one of the following courses as the result of their involuntary displacement:
  1. Transfer to another operation of the employer, in accordance with the provisions of Clause 19:01 (h) or 19:01 (i);
  2. Accept a lay-off;
  3. Accept termination benefits;
  4. Retirement under the pension plan.

- (h) In the event the employer constructs a new plant that will affect the employment status of employees in the employer's plant or plants comprising this Bargaining Unit, such employees shall be given an opportunity to make application for employment in the new plant before it starts operations, and such employees shall be given preferential employment rights for the highest rated job the employee is capable of performing. Such employee shall transfer with him all of his previously accumulated pension, S.S.P. benefits and vacation credits. His seniority rights at the former plant shall terminate upon his establishment of seniority rights in the new plant
- (i) When an employee has been laid off or displaced because of permanent changes in the working force, he may make written application within fifteen (15) days of lay-off or displacement for employment in another plant of the employer and he shall be given preference for job openings at such other plants provided such employee is capable of performing the job that may be available at such other plant of the employer. An employee so transferring from one plant to another of the employer shall retain his previously accumulated pension, S.S.P. benefits and vacation credits. His seniority rights at the former plant shall terminate upon his establishment of seniority rights in the plant to which he was transferred.
- (j) In the event that the opening of a new plant, silo or warehouse by the Company would affect the employment of an employee in the Bargaining Unit, such employee may apply for employment in such new plant, silo or warehouse prior to its starting operating and his application shall receive preference for positions in the Bargaining Unit. Careful consideration will be given by the parties to applications received in relation to the following qualifications:

■ Seniority.

2. Ability to perform the work in respect to any job, whether skilled or unskilled, and the standard of ability is whether or not the employee can meet the reasonable requirements of the job.

3. Physical Fitness

When several persons are being considered and two or more of those persons meet the standard of ability as has been defined in (2) above to perform the work required, and are physically fit, then seniority shall govern.

When special skills are required, programs will be implemented to train qualified employees for such skills. Training expenses outside of government sponsored programs will be paid by the Company.

Employees transferred to a new location under this Agreement, will carry their relative seniority, pension, S.S.P., insurance and vacation credits with them.

- (k) In cases where an employee's application under (j) has not resulted in a job award, his application will receive preferential consideration for two (2) years after commencement of the new plant and should he qualify for a position in the new plant under Provisions (j) 2 and 3, such employee will be awarded same in accordance with Article 17:01.

Such employees will retain their relative seniority, pension, S.S.P., insurance and vacation credits. It is understood that the date of commencement of the new plant is the date the kiln is first fired, and of the silo or warehouse, the date that facility becomes an operating entity, and it is further understood that the status of such an employee with regard to pension and termination benefits will be taken as at the date of his final lay-off due to plant closure. The amounts of these benefits will be calculated and indicated to the employee at time of lay-off. Employees wishing to retain preferential hiring rights must advise the Company in writing prior to lay-off and will not be eligible to receive either termination benefits or pension until expiration of the preferential hiring rights period.

- (l) In the event of a permanent dosing (which means ceasing employment by reason of a lay-off of one or more years duration), the Company will pay a termination benefit to those employees that are laid-off. Any employee who receives the benefits noted below shall be deemed to have terminated his employment with the Company and shall have no recall rights.

The formula used in determining such termination benefit will be:

1. If the employee is ineligible for an immediate Early or Normal retirement benefit under the special pension arrangement:  
(30 X employee's seniority X regular S.T. hourly rate).
2. If the employee is eligible for an immediate Early or Normal retirement benefit under the special pension arrangement:  
(15 X employee's seniority X regular S.T. hourly rate).

## ARTICLE 20 - BENEFIT PLAN

20.01 The Company will pay the full cost of Health and Welfare coverage as appended to the signed copies of this Agreement. The above arrangement will govern sickness, disability or lay-off other than termination not exceeding six (6) months. Employees must have six (6) month's service to qualify under this Plan at lay-off.

**20.02**

- (a) Attached to the signed copies of this Agreement as Appendix "D" is a copy of each policy in force covering the Group Life Insurance, Sickness and Disability Plan, Extended Health Benefit Plan, basic medical coverage plan. It is understood and agreed that the benefit provided thereunder shall not be decreased during the life of this Agreement.

The medical/dental deductible will be increased to \$50.00 per employee (\$25.00 medical/\$25.00 dental and \$100.00 per family (\$50.00 medical/\$50.00 dental) during a 12 month period. This deductible will become effective January 1, 1996 and will be phased in as follows:

Effective Date	1/1/96	1/1/97
Family Deductible/year	\$50.00	\$100.00
Single Deductible/year	\$25.00	\$ 50.00

- (b) The Company will provide Group Wage Indemnity Benefits at sixty percent (60%) of an employee's straight time regular classified hourly rate. Inasmuch as the payment of benefits for coverage as appended to this agreement commence on the fourth day of disability due to bodily injury not sustained by accidental means or non-occupational illness the Company will pay the first three (3) days of an established claim on the basis of 1/7 per day of the employee's weekly rate. The Company agrees to pay an employee his first W.I.P. claim payment should his claim payment be more than three (3) days late following a regular pay day that he would have missed due to not having worked in that pay period. It is understood that the Claim Payment Cheque from the Carrier would be signed over to the Company when received.

- (c) Dental plan:

100% of Plan A  
50% of Plan B  
\$750 maximum per family member per annum.

Basic and Prosthetics:

Effective March 18, 1992: \$950 maximum per family member per annum.

Effective November 1, 1992: \$1,000 maximum per family member per annum.

Orthodontic Coverage:

Effective April 1, 1992: \$2,000 maximum, lifetime, for dependant children with the premium costs including any future increases to be shared 50/50 by all employees and the Company.

- (d) Employees will be covered under the terms and conditions of the Lafarge Canada Inc. Pension Plan and will be given past service credit effective January 1, 1974.

For **each** period of ten (10) years of continuous employment accumulated **after** January 1, 1974, an employee at the Richmond Plant shall **receive** up to one year of pensionable service to be applied against **time lost** due to layoff. In addition, if an employee retires from the Company, the years in excess of units of ten (10) shall be credited with up to 1/10 of a year of **service** for **each** such additional year to be applied against **time lost** due to lay-off. Such credit shall not apply to **time lost** as a result of leaves of **absence, strikes or lock-out**.

In addition, any part of the **one** year of pensionable service gained by the above provision and not used for **time lost** due to **layoff** experienced **after** January 1, 1974, will be applied to **service** prior to January 1, 1974.

- (e) Effective November 1, 1994: **Increase** to \$0.95/hour for all hours worked to be paid to the IBB Pension Plan.

Effective November 1, 1995: Increase to **\$1.05/hour** for all hours worked to be paid to the IBB Pension Plan provided that each **employee** contribute \$0.10/hour for all hours worked to a locked in group RSP that all **employees** contribute to.

Effective November 1, 1996: Increase to \$1.15/hour for all hours worked to be paid to the IBB Pension Plan provided that **each** employee contribute **\$0.20/hour** for all hours worked to a locked in group RSP that all employees contribute to.

Effective November 1, 1997: Increase to \$1.25/hour for all hours worked to be paid to the IBB Pension Plan provided that each employee contribute **\$0.30/hour** for all hours worked to a locked in group RSP that all employees contribute to.

- (f) Effective December 1, 1987, employees who retire after December 1, 1987, will receive the **same** Health and **Welfare** benefits as all other hourly retirees with Lafarge Canada Inc.

20.03 The parties agree to establish a Joint Advisory Committee on **Welfare** comprising of two Union members and **two** Company representative.

## **ARTICLE 21 - WORKING CONDITIONS**

**21.01** The Company will, during ~~the contract~~ term, provide proper lunch rooms, washrooms and lockers, as required under the Factories Act.

**21.02** All tradesmen who supply their own hand tools will furnish the Company with an up-to-date inventory of their tools, ~~verified~~ by the Company, and the Company will replace ~~destroyed~~, lost or ~~stolen~~ tools within thirty (30) days of ~~the time a claim~~ has been ~~established~~. It is further agreed that the Company will replace tools ~~that~~ are broken or worn ~~out~~ through fair wear and tear.

The Company ~~agrees~~ to provide metric tools when necessary.

**21.03** ~~Every~~ employee shall ~~fill out~~ a work sheet ~~every~~ shift which must be signed by a foreman. The employee shall retain this record.

## **ARTICLE 22 - CONCLUSION**

**22.01** The parties hereto agree that the provisions of this Agreement shall be ~~applied to all~~ employees without regard to race, ~~do u r~~, age, ~~sex~~, religious creed or national origin.

**22.02** Both parties agree to abide by ~~this Agreement~~ and ~~all~~ mutual understandings, it ~~being~~ their purpose to ~~settle~~ all differences without disturbance to industrial peace. Consequently, there shall be no slow down or strike authorized or sanctioned by ~~the~~ Union nor lockout by ~~the~~ Company, providing ~~the~~ terms of this Agreement are adhered to.

**22.03** In ~~all cases~~ pertaining to the interpretation of any part of the Agreement or disputes or any matter not ~~specifically~~ covered by this Agreement, such differences or disputes shall be ~~settled~~ in accordance with the procedure outlined in Article 13 of this Agreement.

## ARTICLE 23 - AGREEMENT

23.01 This Agreement shall be for the period from and including November 1, 1994 to and including October 31, 1998, and from year to year thereafter subject to the right of either party to the Agreement, within four ~~months~~ immediate preceding the date of expiry of this Agreement (October 31, 1998), or immediately preceding the last day of October in any year thereafter, by written notice, to require ~~the other~~ party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted) or alter any other term or condition of employment until:

1. The Union shall give notice to strike (or until the Union goes on ~~strike~~), or

2. The employer shall give notice of lockout (or the employer shall lockout its employees), or

3. The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

The operation of Section 50 (10) of the Labour Relations Code of British Columbia is hereby excluded.

Both parties will make every attempt to reach and sign a new Agreement before the expiry date of this Collective Agreement. This Agreement replaces all previous Agreements and other understandings and contains the full and complete agreement of all terms and conditions of employment governing the collective bargaining relationship between the parties. Any side agreements, letters of understanding (whether written or oral), and any past practices which are not expressly included in this Collective Agreement, Appendix "A" hereto, the attached Shift Schedule or the continuing Letters of Understanding which have been included as part of this Agreement, are null and void.

23.02 Each new wage Agreement shall be retroactive to the expiration date of the then existing Agreement.

23.03 Any additions or alterations during the life of this Agreement shall be a matter of negotiation, mutual agreement and shall have to receive Union approval before becoming effective and shall be in the form of an Appendix to this Agreement.



## **ARTICLE 24 - SUCCESSOR CLAUSE**

**24.01** This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event of the sale or lease of the Company or in the event the Company is taken over by sale, lease, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The employer shall give notice of the existence of this Agreement to any purchaser, lessee, assignee, etc. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

## **ARTICLE 25**

### **APPRENTICESHIP PROGRAM**

**25.01** The Company will set up an Apprenticeship Committee consisting of two Journeymen and two Company representatives. This Apprenticeship Committee in conjunction with the British Columbia Institute of Technology or other technical institute, will set standards of acceptance for the Richmond Apprenticeship Program. It is agreed when more than one employee has met the standards of acceptance as set by the Apprenticeship Committee; Company seniority shall determine which candidate proceeds into the Apprenticeship Program.

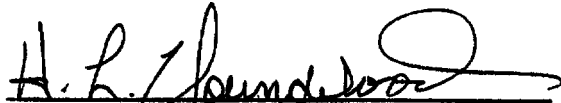
**25.02** The Company will supply one complete set of apprenticeship books, per trade, when required. When not in use, these will be left in the Maintenance Department

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this        th day of       , 1994.

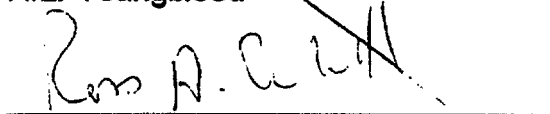
Signed on behalf of the parties hereto by their authorized representatives.

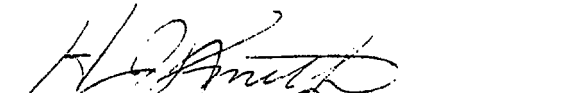
LAFARGE CANADA INC.


INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS,  
A.F.L.-C.I.O.-C.F.L


  
\_\_\_\_\_  
President - Western Region  
H.L. Youngblood


  
\_\_\_\_\_  
President - R. Lauzon - Local D385

  
\_\_\_\_\_  
V.P. Human Resources (Western)  
R. Corbett

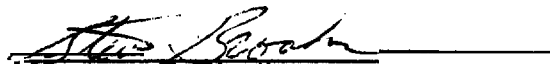
  
\_\_\_\_\_  
Local D385 - H. Smith

  
\_\_\_\_\_  
Plant Manager  
T. Roberts

  
\_\_\_\_\_  
Local D385 - R. Lyner

  
\_\_\_\_\_  
H.R. Manager  
J. Cross

\_\_\_\_\_  
Local D385 - J. Mullen

  
\_\_\_\_\_  
Manager, Production  
S. Brooks

  
\_\_\_\_\_  
District Manager - R. Gibson

  
\_\_\_\_\_  
Manager, Maintenance  
K. Fong

**APPENDIX "A"**

**CEMENT, LIME, GYPSUM AND ALLIED WORKERS'  
DIVISION, INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS,  
A.F.I. - C.I.O. - C.F.L.; LOCAL LODGE NUMBER D385**

WAGE SCALE

<u>Job Class</u>	<u>Classification</u>	<u>Nov. 1/93</u>	<u>0% Nov. 1/94</u>	<u>2% Nov. 1/95</u>	<u>2% Nov. 1/96</u>	<u>Nov. 1/97</u>
6	Mechanical Tradesman Electrician	23.03	23.03	23.49	23.96	24.68 (3%)
5	Control Room Operator	21.86	21.86	22.30	22.75	23.43 (3%)
4	storekeeper B Operator Analyst/Physical Tester Overhead Crane Operator	21.39	21.39	21.82	22.26	22.82 (2.5%)
3	Loader Operator(+3 1/2 yards) Material Handler Truck Loader Packhouse Utility Worker	20.81	20.81	21.23	21.65	22.19 (2.5%)
2	Oiler Yard Utility Operator Light Equipment Operator	20.58	20.58	20.99	21.41	21.95 (2.5%)
1	Labourer	19.52	19.52	19.91	20.31	20.82 (2.5%)
	Administrative Clerk	18.52	18.52	18.89	19.27	19.75 (2.5%)

Students to receive 75% of Labourer Job Class 1

**APPRENTICESHIP PROGRAM**

<u>LEVEL</u>	<u>WAGE CLASS</u>
Prior to Completion of First Level of Program	2
Successful Completion of First Level of Program	3
Successful Completion of Second Level of Program	4
Successful Completion of Third Level of Program	5
Successful Completion of Fourth Level of Program	5
Successful Completion of Fifth Level of Program	6

**TRANSITIONAL**

<b><u>FORMER CLASSIFICATION(s)</u></b>	<b><u>NEW CLASSIFICATION(s)</u></b>	<b><u>JOB CLASS</u></b>
Machinist Millwright Welder Motor Mechanic Electrician	Mechanical Tradesman  Electrician	6
Burner	Control Room Operator	5
Storekeeper & Toolkeeper Kiln Helper Shift Analyst Day Analyst Overhead Crane Operator	Stomkeeper "B" Operator Analyst/Physical Tester  Overhead Crane Operator	4
Loader Operator (+3 1/2 yards) Material Handler Truck Loader Packhouse Utility Worker	Loader Operator (+3 1/2 yards) Material Handler Truck Loader Packhouse Utility Worker	3
Oiler ForK Lift Operator Bob Cat Operator Mobile Crane Operator Janitor	Oiler Yard Utility Worker Light Equipment Operator	2
Labourer	Labourer	1

**NOTES:**

1. It is agreed that Electricians may work on instruments whenever required to do so and that Electronic and Instrument Technicians may perform electrical work.
2. The Mechanical Trades person or Electrician lead hand, and the lead analyst, as designated by the Company, will receive a premium of thirty-five (35) cents per hour.
3. Yard Workers with at least one year of plant seniority, will be classed as Yard Utility Workers and paid at Job Class 2.

4. Training with Normal Operator:

Analyst/Physical Tester	8 weeks
Materials Handler	3 weeks
Truck Loader	3 weeks
"B" Operator	6 weeks
Control Room Operator	12 weeks
Overhead Crane Operator	3 weeks

These training periods are guidelines only and can be changed by mutual agreement between the Union and the Company.

5. Qualifications for Analyst/Physical Tester

Applicants must have passed grade ten Mathematics and Chemistry or a Company test proving equivalent knowledge of Mathematics and Chemistry.

a. **C.O.L.A.**

The Cost of Living Allowance (COLA) based on the All Canada Consumer Price Index (C.P.I.) published by **Statistic** Canada (1971 = 100). All items for October, 1994 shall be triggered when the C.P.I. increases above ten (10) per cent over the October, 1994 figure for the first year (12 months) of the Collective Agreement.

Adjustment dates will be as follows:

Year 1	Year 2	Year 3	Year 4
Feb. 1, 1994	Nov. 1, 1994	Nov. 1, 1995	Nov. 1, 1996
May. 1, 1994	Feb. 1, 1995	Feb. 1, 1996	Feb. 1, 1997
Aug. 1, 1994	May. 1, 1995	May. 1, 1996	May. 1, 1997
	Aug. 1, 1995	Aug. 1, 1996	Aug. 1, 1997

Once triggered, the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered, calculation at one (1) cent per hour paid for **each** full .275 increase in the C.P.I. in excess of ten (10) per cent. Any such adjustments will be incorporated into the wage rates.

For the second year (12 months) of the Agreement, COLA shall be triggered when the CPI exceeds by ten (10) per cent the figure for October 1995, whereupon the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered calculated at one (1) cent per hour paid for **each** full .275 increase in the C.P.I. in excess of ten (10) per cent. Any such adjustment will be incorporated into the wage rates.

For the third year (12 months) of the Agreement, COLA shall be triggered when the CPI exceeds by ten (10) per cent the figure for October 1996, whereupon the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered calculated at one (1) cent per hour paid for **each** full .275 increase in the C.P.I. in excess of ten (10) per cent. Any such adjustment will be incorporated into the wage rates.

For the fourth year (12 months) of the Agreement, COLA shall be triggered when the CPI exceeds by ten (10) per cent the figure for October 1997, whereupon the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered calculated at one (1) cent per hour paid for **each** full .275 increase in the C.P.I. in excess of ten (10) per cent. Any such adjustment will be incorporated into the wage rates.

If the Consumer Price Index (1971 = 100) All items published by **Statistics** Canada is discontinued, the parties shall negotiate an appropriate adjustment or conversion factor to assure that employees will receive the cost of living adjustment of which they would have been entitled had the Consumer Price Index been published as contemplated by the parties.

## LETTERS OF UNDERSTANDING

Between

LAFARGE CANADA INC. - (Richmond Plant)

And

CEMENT, LIME GYPSUM AND ALLIED WORKERS' DIVISION  
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON  
SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS,  
A.F.L. - C.I.O. - C.F.L.,  
LOCAL LODGE NUMBER D385

**Further** to our **Collective Agreement** *which* runs from November 1, 1990 to October 31, 1994, the following shall be lived up to by **both** parties for the term of this **Collective Agreement**.

### **CONTRACTING OUT**

#### a) **MAINTENANCE DEPARTMENT**

The Union agrees to the Company supplementing its workforce from outside sources to assist in carrying out plant requirements in the **following** manner:

- (i) Boilermakers Union Hall - (provided they are paid our agreement rates and we are not required to sign the Boilermakers agreement).
- (ii) Any **other** Union hiring hall with ~~the~~ same provisions as (i).
- (iii) **Canada Manpower.**
- (iv) The Company agrees **with** the principle of protecting **the** job security of **personnel** by minimizing contracting **out**, and to discuss any proposed contracting **out** with the Union Committee.
- (v) It is agreed that there will be no temporary foreman hired.

- (b) Notwithstanding any other provisions of the Agreement, including Article 1.03 and 1.04, during periods of normal plant operations (including both production and maintenance), it is agreed that the following jobs may be contracted out pursuant to the above Section (a) (i) through (v), and/or to a private contractor, provided that as a direct result of such contracting out, no Bargaining Unit employee is laid off, and no Bargaining Unit position (except those former positions - Janitor and Groundskeeper) is eliminated:
- (i) All dust collector **repairs** including bag replacement and associated mechanical or electrical repairs.
  - (ii) Mobile equipment repairs and service
  - (iii) Use of vacuum truck and high pressure water truck
  - (iv) Groundskeeping work
  - (v) Janitorial work
  - (vi) Mill liner installation
  - (vii) Rebuilding of pumps, compressors, gear boxes, thrust rolls, etc. **offsite**.
  - (viii) Maintenance of miscellaneous inventory supplies (~~service~~ contracts)
  - (ix) Plant clean up
  - (x) Kiln chains' repair
  - (xi) Kiln brick removal and installation
  - (xii) **New** works - The Company agrees to discuss proposed new works projects with the Union as early as possible, but in any case prior to actually awarding the contract.
  - (xiii) All belt conveyor replacement, vulcanizing and associated minor repairs.



(c) CONCERNING ARTICLE 1.03

**This Letter of Understanding takes precedence over Article 1.03 under the following conditions, effective May 1, 1990.**

Should market or economic conditions warrant a change in plant operations, reduced utilization of equipment, or the discontinuance of operating Richmond as a cement producing plant, the Company may utilize a **part** or all of its facilities in the manner it deems appropriate to supply product to customers or may supply cement to customers from product acquired elsewhere, and utilize plant equipment accordingly.

The parties agree to meet and attempt to decide how best to reduce and/or reorganize plant personnel in order to more **cost effectively** operate the facility under these changed conditions.

The following to include **those** employees who are on the seniority list as of November 1, 1987:

All employees adversely **affected** by the above changes shall be offered the following options in order of seniority:

- (i) **All employees 55 years of age or over** who qualify for pension shall be offered the Richmond re-organizational package of December, 1986.
- (ii) **Those** employees who **do not qualify** shall receive one month's wages (160 hours times his straight **time** hourly rate), plus 40 times his seniority times his regular straight **time** hourly rate.

**This** does not in any way nullify the additional payment of Article 19:01 (I).

Richmond Re-organizational Package (December 1986):

- Normal Pension as per Pension Plan
- Pension Bridge until age 65
- Lump sum payment as follows:
  - (a) If ineligible for retirement,  
30 x seniority x S.T. rate.
  - (b) If eligible for retirement (early or normal),  
15 x **seniority** x S.T. rate.

(d) BANKED OVERTIME

The Company agrees to the option of banked overtime as follows:

When an employee works overtime, the employee may, at his discretion, **choose** to have the time value of those premium hours credited in an "overtime bank". For the purpose of this section, premium hours means the equivalent straight time hours earned minus the **actual** straight time hours earned.

The hours **accumulated in an employees overtime bank** may, at the employees option, be retired as follows:

- (a) **The employee may** elect to have the full dollar **value** of the bank paid to him **after** giving fourteen (14) calendar days notice.
- (b) **The employee may** request to take all, or part of, his accumulated banked **time** in time **off**.

Banked time **off** shall be scheduled **at** a time which is mutually agreed to **between** the Company and the **employee**.

A day employee may not have more than forty (40) hours banked at any **time**, and a shift **employee may** not have more than 48 hours.

It is understood that **vacations** must take precedence over banked time.

**Each employee will** be **entitled** to take forty-eight (48) hours of banked overtime per calendar **year** beginning January 1, 1995.

- (e) LAFARGE CANADA INC. AND CEMENT, LIME GYPSUM AND ALLIED WORKERS' DIVISION INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS, A.F.L. - C.I.O. - C.F.L., LOCAL LODGE NUMBER D385

March 17, 1992

This will **confirm** an understanding between the Union and the Plant Management whereby both parties have agreed to the principle that the Company has the right to manage the plant and decide the number of the employees required to operate.

Both parties agree to the foregoing recognizing that:

- 1) Certain positions will no longer be required within the plant.
- 2) Present operating levels require some job combination through negotiation.
- 3) **Where** possible, tradesmen will utilize all of their accepted **skills**.
- 4) **Non** trades people will be allowed to use tools to make **minor** repairs with **no intent to turn these people into tradesmen**.
- 5) Vacation relief will be organized amongst the various groups to reduce the number of personnel required for this purpose.

Both the Union and the Company agree to deal with future changes including technological improvements in a mutually acceptable manner.

Signed on Behalf of the Company:

Signed on Behalf of the Union:

\_\_\_\_\_  
T. Roberts

\_\_\_\_\_  
R. A. Lauzon

(f)

## LETTER OF UNDERSTANDING

### RE: BARGE LOADING & UNLOADING

In order to minimize excessive hours of work and to achieve greater operational efficiencies, the loading of the cement barge will be a joint responsibility of the following classifications:

#### (i) **PACKHOUSE UTILITY WORKERS:**

Whose work priorities will include: (1) packing and shipping of bagged products, (2) cement barge loading and (3) housekeeping; and

#### (ii) **MATERIAL HANDLERS:**

Whose work priorities will include: (1) ~~raw~~ material barge unloading, (2) cement barge loading and (3) cleaning of belt conveyor systems.

Packhouse Utility Workers will be responsible for cement barge loading during the day shift, Monday through Friday, and will be given first opportunity to work overtime if barge loading is required on the second shift, and the second shift Material Handler is unavailable.

The second shift Material Handler, when not otherwise engaged, will be responsible for cement barge loading on the second shift, and will be given first opportunity to work overtime if barge loading is required to continue past the end of his shift.

The Company agrees that the overtime which occurs on weekends or before the regular day shift starting time will be divided as equally as practical among the employee in the Material Handler and Packhouse Utility Worker classifications.

If overtime is distributed out of sequence to avoid the activation of Section 5:05(a), it shall not constitute a violation of this letter or of the Agreement, provided that in the long run the available overtime is divided as equally as practical.

The hours for Packhouse Utility Workers shall be 7:00 a.m. - 3:30 p.m. - Monday to Friday. The hours for Material Handlers shall be 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 a.m. Monday to Friday.

In the event that barge traffic requires it, the Company reserves the right to post and to schedule a third (3rd) shift for Material Handlers in accordance with Section 4:05 of the Agreement, and/or to schedule the spare or, if he is not available, the Junior Packhouse Utility Worker to cover cement barge loading on the third shift.

(g) **PAST PRACTICES**

Pursuant to notice given to the Union by letter dated September 20, 1990, any and ~~all~~ plant practices shall be terminated. Without limiting the generality of the foregoing (and without acknowledging that they constitute "past practices"), the following plant practices are hereby terminated:

1. (Practice re: First Aid coverage not ~~terminated~~) Company to continue First Aid coverage after 16 employees.
2. Shift workers receiving triple ~~time~~ for overtime worked on Sundays.
3. Continuing to call ~~personnel~~ every 8 hours to offer overtime while using a contractor because no plant ~~personnel~~ were initially available.
4. The manufacturing of spare parts being ~~classified~~ as contracting ~~out~~.
5. Posting of Labourer ~~jobs~~. (See Article 17:01)
6. Day Workers receiving shift differential. (~~Withdrawn~~ by the Company).
7. Calling the low man on the ~~overtime~~ list first when overtime is required.
8. Practice ~~of~~ Chain hookup.
9. Employees ~~receiving~~ one half (1/2) hour pay in lieu of an overtime meal.
10. Providing an overtime meal on a callout regardless of the ~~time~~ of the callout and/or the amount of notice given for the callout.
11. Plant personnel taking over a ~~job from~~ a contractor before the ~~job is completed~~, i.e.: work commenced by a contractor may be completed by a contractor.

(h)

November 14, 1990

## **NOTICE TO ALL EMPLOYEES**

### **ABSENTEEISM**

**Absenteeism at the Richmond Plant has been a problem in recent years. Excellent attendance of all employees at the Richmond Plant is very important to our operations. Absence during regular working hours, or overtime, causes disruption and financial loss as jobs must be re-scheduled, employees rearranged, or arrangements made to relieve the absent person.**

**An employee who is absent without authorized leave (AWL) will be subject to discipline. On the other hand, we can understand, that on occasion, an employee may have to be absent because of illness, injury or an emergency. However, where absences result in an excessive record of absenteeism which renders an employee insufficiently available for work, the Company will evaluate on a case by case basis to determine the merits of correctional counselling or discipline.**

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**Tom Roberts, Plant Manager  
Richmond Cement Plant**

**Rob Lauzon, Union President  
Local D385  
Cement, Lime, Gypsum & Allied  
Workers' Division, International  
Brotherhood of Boilermakers, Iron  
Shipbuilders, Blacksmiths, Forgers and Helpers**

(l)

March 23, 1992

TO: Local D385

FROM: Tom Roberts, Plant Manager  
Re: Clause 4.05 of New Collective Agreement

Clause 4.05 of the new Collective Agreement provides in its entirety as follows:

**Day employees, excluding those who are posted spares, shall be given seventy-two (72) hours notice of change of their regularly scheduled hours, including assignment to shift work.**

When the Company is unable to give employee(s) the seventy-two (72) hours notice prior to changing their regularly scheduled hours, the employee(s) shall be paid at the rate of double time for all hours worked during such period of the seventy-two (72) hours notice.

Day employee(s) whose regularly scheduled hours are changed due to planned kiln and related equipment shutdowns (4 per year), will be given ninety-six (96) hours notice prior to such change.

When the Company is unable to give employee(s) the ninety-six (96) hours notice prior to changing their regularly scheduled hours, the employee(s) shall be paid at the rate of double time for all hours worked during such period of the ninety-six (96) hours notice.

The purpose of this letter is to confirm representations made by the Company to the Union during negotiations regarding the intent of these amendments. Specifically, the seventy-two (72) hours notice is designed to allow the Company the flexibility of addressing emergency maintenance or abnormal operating requirements without incurring substantial penalties. It is not intended that this Clause will be used to allow for the permanent transfer of day work to shift work, nor is it intended to transform permanent day workers to permanent shift workers.

I trust that the foregoing accurately reflects what was agreed to during negotiations, and that you will advise me immediately should the Union have any contrary understanding.

Yours truly,

Tom Roberts  
Plant Manager

# LETTER OF UNDERSTANDING OFFICE WORKERS

November 28, 1994

The Company and the Union agree as follows:

The Receptionist- Typist and the Accounts Payable Clerk will be consolidated into one classification called Administrative Clerk. The duties of this position will include accounts payable, payroll input, switchboard, receptionist, typing, Sun Life forms and other related clerical duties that may be assigned. These positions will be considered to be interchangeable and will continue to be performed by the two incumbents.

The Union agrees to waive all job bidding rights for all office workers, however bumping rights shall be maintained.

The parties agree that this does not set a precedent for other non - office employees.

NEGOTIATING COMMITTEE

For K. LEASK.

Keith Leask  
President, Local D385  
Cement, Lime, Gypsum and Allied  
Workers Division, International  
Brotherhood of Boilermakers, Iron  
Shipbuilders, Blacksmiths, Forgers  
and Helpers.

Jim Cross  
Human Resources Manager  
Richmond Cement Plant



## CLARIFICATION OF LEAD HAND CONCEPT

Revised November 25, 1994,

In order to clarify the present lead hand situation, the Company and the Union agree **as** follows:

When lead hands are designated on a temporary basis to supervise tradesmen from the Boilermakers or similar Union hall (i.e. maintenance shutdown), the Company will pay a premium of \$2.00 per hour.

When employees are designated **on** a temporary basis to replace a **foreman** /or to supervise Lafarge employees, the Company **will** pay a premium of \$1.20 per hour.

In the event that a permanent lead hand is designated, the Company will pay a premium of \$ 0.35 per hour. **When a** permanent lead hand temporarily fills in for a foreman, he **will** be paid an additional \$0.85 per hour.

In the event that a **permanent** lead hand **is** temporarily or permanently absent, for any **reason**, the company may choose not to fill this position.

All lead positions referred to in this agreement are **working lead** positions.

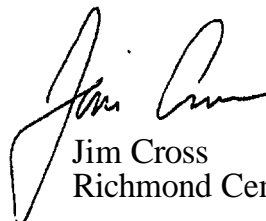
The Company has the right to discontinue any temporary or permanent lead position at any time.

Premiums paid for any temporary lead position or any replacement of foreman will not be pyramided. The additional \$0.85 premium paid to **any** permanent lead hand (when replacing a foreman) will not be pyramided.

This letter constitutes all premiums paid for lead positions and **filling** in for foremen. **No** additional premiums (i.e. article 9:04) will be paid.



Rob Lauzon  
Local D385



Jim Cross  
Richmond Cement Plant

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