

WARRS

SOURCE	COMPANY		
EFF.	94	09	30
TERM.	96	12	31
No. OF EMPLOYEES	5		
NOMBRE D'EMPLOYÉS	<i>ll</i>		

Agreement between
Lafarge Canada Inc. &
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers
Local D331, Edmonton

10025(01)

Memorandum of Agreement
Between
Lafarge Canada Inc. - Western Region Edmonton Terminal
and
The 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 D331
Edmonton, Alberta

The Parties hereto agree to recommend complete acceptance of all the terms of this Memorandum of Agreement to their respective principals.

The Parties hereto agree subject to ratification that the previous Collective Agreement effective from January 1, 1991 to December 31, 1993, is to be continued from September 30, 1994 to and including December 31, 1996 with the amendments contained in the attached Memorandum of Agreement.

Signed this 30th day of SEPTEMBER, 1994 in the City of Edmonton, AB

Signed for the Company:

L. Martini

D. Overall

J. Bergeron

F. Fournier

Signed for the Union:

R. Normandeau

J. Punian

B. Whiteley

N. Trofimuk

AGREEMENT

between

LAFARGE CANADA INC.

and

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS**

AFL-CIO-CFL

Hourly Employees

LOCAL D331, EDMONTON

1 January 1994 - 31 December 1996

THIS AGREEMENT ENTERED INTO this _____, 1994.

LAFARGE CANADA INC.
a body corporate, having its Regional
office in the City of Calgary,

hereinafter called the "Company"

PARTY OF THE FIRST PART:

AND

INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
A.F.L.-C.I.O.-C.F.L. In behalf
of its Local Lodge: D331, Clover Bar, Alberta
hereinafter called the "Union"

PARTY OF THE SECOND PART

ARTICLE 1

INTERPRETATION

1.01 The term "employee" or "employees" **as** and wherever used in this Agreement **shall** include all hourly employees, but excludes personnel remunerated by salaries, and supervisors.

1.02 Personnel excluded from the bargaining unit will not routinely **perform work** done by bargaining unit members. For violation of this section, the Company will pay to a charity, mutually agreed by the Company and the Union at the beginning of each calendar year, **an** amount equal to four (4) hours pay at the straight time hourly rate.

ARTICLE 2

RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for all hourly employees at the Clover Bar Operation, Alberta.

2.02 The union recognizes that all rights and authority are vested solely in the Company, except those provisions which are specifically agreed to in this collective agreement.

ARTICLE 3

EMPLOYMENT

3.01 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 their status.

3.02 Compulsory Check-Off

Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing, throughout the term of this Agreement. New employees shall, as a condition of employment, become members of the Union upon completion of the probationary period, or the effective date of the Agreement, whichever is the latter, however, employees shall pay union dues from the first date of hire.

Subject to receipt of authorization for Union deductions as per form set out in Schedule "A" the Company will, during the life of this Agreement, deduct from the first pay cheque due to each employee in each calendar month, the amount of dues or levies authorized by its Union and remit the same, prior to the last day of the said month in which the deduction is made, to the Secretary-Treasurer of the Union.

This Company will, during the life of this Agreement, deduct from the pay cheque of any Union member the amount of such special assessment, initiation fees or fines as may be levied on its membership, provided that authority for such deductions is given to the Company in a form setting forth the names of the members from whom the deductions shall be made and the amounts thereof. Such authorization must bear the seal of the Union and the signature of its proper official.

With respect to employees presently engaged by the Company, whether members of the Union or not, and with respect to new employees hired by the Company during the life of this Agreement, (with the exception of those employees and/or class of employees excluded from this Agreement by Article 1), the Company agrees that only employees who will voluntarily sign the authorization (Schedule "A") and abide by the authorization therein contained, for the duration of this Agreement, or any renewals thereof, be hired or retained by the Company.

3.03 It is expressly understood and agreed that the Company shall **not** be required to discharge any employee for violation of the provisions of this Union Security article for any reason other than non-payment of regular monthly dues, initiation fees, or assessments which are uniformly applied to all members of the Local Lodge.

ARTICLE 4

4.01 Negotiating Committee

For the purpose of negotiations between the Company and the Union, at such times and places as may be mutually agreed, and upon all matters involved in Collective Bargaining, the parties will be represented as follows:

Union: One (1) representative from the **Local** Lodge, **whose** name shall be advised to the Company by the Union, and **who** will in such negotiations be accompanied and assisted by accredited representatives of the International Brotherhood of **Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.**

Company: One (1) representative from the operation **who will be** assisted by Regional and/or Corporate representatives.

ARTICLE 5

DISCRIMINATION

5.01 The Company will not interfere with the right of an employee to become a member of the Union. There shall be no discrimination, interference, restraint **or** coercion by the Company or any of its agents against any employee because of membership or holding office in the Union, or because of race, colour, creed, nationality or sex.

The Union agrees that no intimidation or coercion shall be practised among the Company's employees in recruiting membership of the Union or for other purposes and that there shall be no soliciting of membership, distribution of propaganda or transaction of any business of the Union on the Company's property or on Company time save **such** as is **authorized** by this Agreement.

The foregoing shall not **be** held to restrict **or** interfere with the right of individual employees to converse freely with each other upon any matters **of** interest to them during rest periods, lunch hour and like interludes.

All pronoun references in this agreement, e.g. he, his, they, theirs, shall be deemed **to include the** feminine and masculine.

ARTICLE 6

6.01 The Company agrees to furnish one (1) bulletin board for the sole and exclusive use of the Union.

ARTICLE 7

HOURS OF WORK & OVERTIME

7.01 This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or days per week.

7.02 For the purpose of this agreement, a week is a seven (7) consecutive day period beginning on Monday at 00:01. For a one shift operation, excluding the shipping season (March 1 - November 30), the work day will start between 6:00 a.m. and 8:00 a.m.

7.03 The work week will be forty (40) hours from Monday 00:01 to Saturday inclusively. The work day, except to balance the work week, will not be less than eight (8) hours and not more than twelve (12) consecutive hours, based on the needs of operations. The work days in a work week will be consecutive. The employees will be notified of a schedule change at least forty eight (48) hours in advance and will not receive more than one schedule change per week (not including changing back to original scheduled hours). Notwithstanding the above, employees will not be scheduled for bulkloading for more than ten (10) consecutive hours. The above provisions can be modified if mutually agreed by the Union and the Terminal Manager.

Lunch period will be inclusive for scheduled twelve (12) hour shifts. For scheduled ten (10) hours shifts, when there is a second shift scheduled, lunch will also be inclusive. For shifts less than twelve (12) hours, except in cases mentioned above, lunch period may be inclusive as determined by the Terminal Manager, based upon the needs of the operation. When lunch period is exclusive of the scheduled shift, the employee will be given half an hour (1/2) to eat his lunch.

7.04 All regular hours of work shall attract no overtime premium pay and shall be paid at straight time rate.

7.05 Overtime rates will be paid for overtime hours worked by an employee according to the following provisions:

- a) Hours worked in excess of an employee's regular hours in any day or in excess of forty (40) hours in any week shall be paid at the rate of time and one-half the regular straight time rate.
- b) Double time will be paid for all hours worked in excess of two (2) hours past an employee(s) regular hours in a day and all overtime hours worked on Sunday. Any hours in excess of ten (10) hours on an employee's day off will be paid at double time.

7.06 If an employee is advised not to report for his regular shift and is instead assigned to work a different **shift** without forty eight (48) hours notice, the employee shall receive premium pay of ~~time~~ and one-half for all hours worked on such a shift.

7.07 An employee who works overtime shall not be required to take time off to offset such overtime. In no event shall an employee work more than sixteen (10) hours in a twenty four (24) consecutive hour period.

7.08 For the **purpose** of calculating overtime payments, a day shall **be** considered as the twenty four (24) hour period commencing at midnight.

7.09 *An employee who is **called in to work after he has left the terminal shall be paid a minimum of four (4) hours at the appropriate overtime rate. However, where an employee is notified at least twelve (72) hours in advance to report early for work within two (2) hours of his normal starting time, he will be paid for the time worked only, at the applicable overtime rate without the minimum four (4) hours guarantee.***

7.10 When an employee is required to continue to work in excess of his scheduled hours in any one day he shall receive a minimum ~~of~~ one-half (**1/2**) hour's pay at ~~the~~ applicable overtime rate.

7.11 There shall be no pyramiding or duplication of overtime or premiums payments in any provision of ~~this~~ agreement.

7.12 Overtime shall **be** divided as equitably as practical among employees capable of performing the work. Inequities shall be considered and corrected, in so far as it **is** practical to do so within the following month.

Employees are expected to work overtime but may **refuse** for legitimate reason without penalty. However, employees working on jobs requiring continuation must remain on their **job** until relieved by their replacement, or released by the ~~Terminal~~ Manager or his designate.

7.13 A hot meal to a value of twelve dollars (\$12.00) will be provided under the following conditions:

- a) To an employee **who works in excess of two (2) hours of his regular shift and at the end of every four (4) consecutive hours worked thereafter, except the last, or**
- b) To an employee called in within four (4) hours of the start of his regular shift without sufficient notice to prepare a lunch, **ail** meals will be provided. When **notice** of two (2) hours is given to report, one (1) meal must be provided by the **employee, or**
- c) To an employee who is called in and works more than four (4) consecutive hours, as well as after every four (4) consecutive call-in hours worked thereafter, except the last.

The employee shall be given reasonable time to eat his meal without loss in pay. **There** shall be no duplication of meal allowance for consecutive hours and call-in. In the event that food is not available, the employee will receive for each of the above conditions, **the** sum of twelve dollars (\$12.00).

7.14 When an employee reports for work on time **for** his regularly scheduled work period and is furnished no work, he shall receive four (4) hours' pay. If the employee commences work, he shall be provided with eight (8) hours of work.

7.15 The Company from time to time will provide to its employees **formal** training programs to assist them in better doing their jobs. It is recognized that attendance at such sessions outside of their normal working hours can be scheduled when required by the Company. Every effort will be made to have employees attend on their regular **scheduled** days and, where possible, the Company will give seven (7) days notice for off schedule training. If such notice is not given, the employee may be excused for legitimate reasons. Employees who are scheduled to attend training sessions outside **of** their regular hours shall be paid for such hours at their straight time hourly rate. Such payment shall not be used for the purpose of calculating overtime, and shall not be considered as hours worked for overtime calculations except if the training takes place during scheduled hours. It is understood that unless mutually agreed, training will not be scheduled on Sundays

ARTICLE 8

WAGES

8.01 The wage schedule of the Clover Bar 'operation covered by this Agreement is attached hereto.

8.02 A shift differential **of** fifty cents (\$0.50) per hour, over their regular straight **time rate** shall be paid to employees for regularly scheduled hours worked on the second shift and seventy cents (\$0.70) for the third shift. In no event shall shift differential **be** paid on Day shift.

8.03 In the event the content of a job is substantially changed requiring increased qualification, or a new job is created, the wage rate for such job shall be negotiated between the Company and the Union. If the parties are unable to agree upon the wage rate the question shall be arbitrated in the manner set forth **in** the Grievance Procedure. The rate for such job shall be effective on the date the new or changed job was **put into** operation. Any new rate shall **be** set in fair relationship to the wage rates provided by the Wage Schedule attached hereto.

8.04 In the event of the death of an employee, the Company will pay to the employee's estate an amount equivalent to the applicable annual vacation and/or statutory holiday pay to which the employee would have been entitled and any other monies due to the employee under this Agreement.

ARTICLE 9

VACATION WITH PAY

9.01 Subject to the other provisions of this Article, all employees covered by this Agreement will be entitled to an annual vacation with pay in accordance with the following schedule:

Length of Service as of the employee's anniversary date of <u>employment</u>	Length of Vacation	Vacation Pay The greater of (a) or (b)	
		<u>(a)*</u>	<u>(b)**</u>
After 1 year	2 Weeks	80 hours	4%
After 3 years	3 Weeks	120 hours	6%
After 8 years	4 Weeks	160 hours	8%
After 18 years	5 Weeks	200 hours	10%

(a)* Employee's straight time hourly rate as of pay period immediately prior to his vacation.

(b)** The following percentage of the employee's gross wages earned during the previous calendar year in accordance with the Statement of Remuneration Paid (T4 Slip filed by the Company).

NOTE: Any employees who are presently receiving the 6th or 7th weeks of vacation will continue to receive such until they retire or leave the employ of the Company.

9.02 An employee whose employment is terminated or who is laid off before completing one year's continuous service will be granted vacation pay according to Article 9.01 (b) or in such proportion as his service in months bears to twelve (12) months, or if laid off, he will be given the option of taking his vacation entitlement on the same basis or holding it for the following year (anniversary date).

9.03 After an employee **has qualified** for his first vacation his anniversary date for vacation purposes **shall be** January 1st, and vacations shall thereafter be taken during the calendar year ending December 31st.

9.04 Employees with over one (1) year's service will be required to have worked a minimum of one thousand (1000) straight time hours within each calendar year (January 1st to December 31st) to qualify for a **full** vacation in the **following** year and for **any** period of less than one thousand (1000) straight time hours worked the vacation entitlement will be calculated on a pro-rated basis of **one-twelfth** (1/12) of full vacation entitlement for each month credited. **In** case of layoff such employee may elect to leave vacation pay credits with the Company until his vacation period in the next calendar year. In no event shall any employee who is on layoff be required by the Company to take his **vacation** during periods of plant shutdown or curtailment of operations.

9.05 Paid holidays and paid vacations **shall be** considered as the time worked for the purpose of computing vacation entitlement. **Where** an **employee has** worked a **minumum** of five hundred (500) hours during a calendar year, **he will** be credited up to a **maximum** of **three** (3) months for any **time** lost through proven illness, injury **or** authorized leave of absence toward the one thousand (1,000) hour requirement referred to in Section 9.04 above. Any accumulated vacation of an employee that has not been paid or taken, will be granted in case of discharge, retirement or **termination** of employment. Vacation pay **shall** not be granted twice in respect of the same period of employment.

9.06 The first **two** (2) weeks of the vacation shall be granted insofar as is possible during the **period** from June 15th to September 15th in each year, but vacations in **excess** of two (2) weeks must be taken when designated by the Company. In the selection of dates, every effort will **be** made consistent with the necessities of the operations to allow the employees to exercise their choice in accordance with their seniority status. The Company and the Union shall meet to determine how best to ensure an equitable distribution of **prime-time** vacation. Vacation fists shall **be** posted by *the* Company and vacation schedules will be circulated during the month of **January**.

9.07 In **the** case of the prior year's vacation pay credits remaining at layoff, the employee may elect either to take these as a cash payment at layoff, or to be kept on the payroll until these vacation pay credits are used up.

ARTICLE 10

HOLIDAYS

10.01 The Company agrees that there will **be** twelve (12) holidays per year to be selected, from year to year, by the Company and the Terminal Committee based upon customer needs.

10.02 For the purpose of this Section (holiday entitlement, overtime rate, etc.), each holiday shall be the actual day on which it is observed at the Terminal and shall be deemed to fall on the date selected by the Company and the Terminal Committee based on customer needs.

10.03 For each holiday, each employee will be paid holiday pay equivalent to eight (8) hours at his regular straight time hourly rate, providing he meets the following requirements:

- a) The employee shall have been in the continuous service of the Company for thirty (30) days or more prior to the holiday.
- b) When an employee is scheduled off on a holiday, he must work his scheduled hours on his last scheduled work day preceding the holiday, the holiday if scheduled and also on his first scheduled work day following the holiday, unless he has been authorized to be absent from work by the Terminal Manager for reasons of sickness, accident, or similar cause. Where the absence is a matter of extreme urgency, such authorization may be given during or after the absence. When the employee is scheduled to work on a holiday, the same provisions prevail if he is absent.**
- c) The employee must have worked within the thirty (30) day period immediately preceding the date of the holiday.

10.04 *The Company shall notify those employees who are to work on a holiday at least forty eight (48) hours prior to such holiday.*

All employee(s) will be paid the holiday pay in accordance with 10.03 above and, in addition, two times the regular straight time hourly rate for scheduled or unscheduled work performed on holidays.

When any of the said holidays fall on an employee's regularly scheduled work day it shall be counted as an eight (8) hour day worked for the purpose of computing overtime.

10.05 If a holiday falls during an employee's scheduled vacation, the employee will be paid for the holiday and this day will not be included in the number of hours taken in vacation for the week the holiday occurred.

10.06 The Company agrees to reduce its personnel to a minimum required on the twelve (12) holidays.

ARTICLE 11

SENIORITY

The Company accepts the principle of seniority of service. This principle shall be applied as follows:

11.01 Seniority shall be the length of service from the last date of hiring.

11.02 The Company will establish a seniority list to be revised semi-annually indicating the status of all present employees in order of the date of their employment with the Company. Revised lists shall be published and copies furnished to the Union.

11.03 (A) New employees hired for the purpose of becoming permanent employees shall not be placed upon the seniority list until they have completed ninety (90) days worked with the Company within a twelve (12) month period from his last date of employment. Employees on probation shall not have recourse to the grievance procedure.

(B) A seasonal employee is a person hired temporarily for work during the shipping season (Approximately nine (9) months between March and November of each year) and shall not accumulate seniority during such periods, and shall not be entitled to any upgrade, to the bidding and grievance procedures. A seasonal employee will be terminated upon completion of available work.

1104 Seniority of service shall not be forfeited during any layoffs or periods of absence through proven sickness or injury except as provided herein. Seniority shall be determined from an employee's last date of hire but an employee shall lose his seniority and his employment shall be terminated if:

- a) He quits voluntarily.
- b) He is dismissed for cause.
- c) He is absent for five (5) days without permission in a twelve (12) month period.
- d) He does not notify the Company within five (5) days of his intention to return to work after call by personal notification sent to him either by messenger or by registered mail to his last known address or he does not return to work within (2) weeks from the date of receipt of the notification to return, he will be considered to have quit.
- e) He is absent from work because of lay-off or sick leave (illness, occupational or non-occupational injury) for a period of time equal to his seniority up to a maximum of three (3) years for employees with less than three (3) years of seniority as of October 1, 1994. For employees with three (3) years of seniority and more as of October 1, 1994, for a period equal to the greater of three (3) years or fifty percent (50%) percent of the seniority he has accumulated at the time he is laid-off or granted sick leave.

11.05 The seniority of service and all other rights of employees serving in the Canadian Armed Forces shall be respected in accordance with Government regulations.

ARTICLE 12 - LAY-OFFS & RECALLS

12.01 Except in cases of emergency, employees affected by a layoff will be given five (5) working days (one week) notice. If such notice is not given to the employee, his regular pay shall continue for five (5) working days (one week) following the layoff notice.

12.02 In the case of layoff, the least senior employee shall be laid off first. Upon recall after layoff, the most senior employee will be called back first. The Company agrees to notify the Union of all such recalls.

ARTICLE 13

DISCIPLINE

13.01 Any disciplinary notation placed upon any employee's record shall be removed from that employee's record after one (1) year from the date of the incident.

13.02 The Company reserves the right to discharge and lay off any employee for good and legitimate reasons.

13.03 A claim by an employee, who has completed his probationary period, that he has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Terminal Manager within ten (10) working days after the employee is suspended or ceased working for the Company.

13.04 Any employee who is absent without leave other than proven sickness or injury for more than two (2) consecutive days may be reprimanded but if such absence occurs a second time within a twelve (12) month period, the Company may dismiss such employee.

13.05 When a member of the bargaining unit is interviewed by any management personnel in regard to any matter which would affect his rights and privileges under the terms and provisions of the collective agreement, the employee shall be informed that he has the right to have a Local Union Officer present.

ARTICLE 14

GRIEVANCE PROCEDURE

There shall be an earnest effort on the part of both parties to settle promptly any differences, disputes or complaints arising over the interpretation or application of this Agreement.

14.01 For the purpose of adjusting grievances the Company shall recognize a Terminal Committee, not to exceed two (2) members selected by the Union. The Union shall notify the Company in writing of the name(s) of the member(s) of the Terminal Committee. The Committee shall meet with the Terminal Manager or his representative as hereinafter provided, with no loss in pay when such meetings occur during working hours.

14.02 The Union shall advise the Company in writing of all Local Union Officers involved in the grievance procedure.

14.03 Joint meetings of the Terminal Committee with the Terminal Manager, or his representative, shall be held at ~~least~~ once a month, or as may be mutually agreed upon. At this meeting, an International or District representative of the Union may ~~attend~~.

14.04 If any employee (or employees) has (have) a grievance, it shall be taken up within ~~five~~ (5) working days for the ~~grievor(s)~~ after the circumstances giving rise to the alleged grievance, or ~~he/they~~ should reasonably have knowledge of it.

Step No. 1

The employee (of employees), with the assistance of a Union **Officer**, shall take up his grievance in writing with the Terminal Manager. The decision shall be rendered in writing within three (3) working days for the Terminal Manager (or such longer ~~period~~ as may be mutually agreed upon) following the presentation of the grievance to him. At this juncture, there shall be an earnest effort on the part of both parties to settle promptly any differences. If the grievance is not pursued within three (3) working days after the decision is rendered, the grievance is considered as settled or abandoned.

Step No. 2

The Terminal Committee may submit the grievance in writing signed by the employee or employees and the Union President or his selected Union **Officer**, to the Terminal Manager or ~~his~~ replacement. The Terminal Manager or his replacement may ~~designate an~~ appropriate department head who shall meet with the Terminal Committee within ten (10) working days of receipt of the grievance by the Terminal Manager or his replacement.

The Company's decision shall be delivered in writing within one (1) week after the meeting has been held to discuss the said grievance. if the grievance is not pursued within seven (7) working days after the decision is rendered, the grievance is considered as ~~settled or~~ abandoned.

Step No. 3

Representatives of the International Brotherhood of **Boilermakers**, Iron Ship Builders, **Blacksmiths**, Forgers and Helpers, A.F.L., C.I.O. and C.F.L., as designated by the Local Lodge, may submit the grievance to the designated Company Regional Officer with a copy to the Terminal Manager. If a meeting is deemed necessary, the Local Lodge may be represented by three (3) of its members and a representative of the International Union. The Company shall be represented by a Regional **Representative(s)** and the Terminal Manager. Any meeting held will be at the Terminal or other mutually acceptable location. The Company's decision shall be delivered in writing within one ~~(1)~~ week after such presentation by the Union.

14.05 Failing settlement under the above procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, such difference or question may be taken to arbitration. If no written request for arbitration is received within fifteen (15) working days after the decision in Step No. 3 is rendered, it shall be deemed to have been settled or abandoned.

If no nominee is named by the grieving party to the arbitration board within fifteen (15) days after the written request for arbitration, the grievance shall be deemed to have been abandoned.

14.06 Policy Grievance

Any difference arising directly between the Company and the Union involving the interpretation or alleged violation or application of this Agreement may be submitted in writing by either party and dealt with through the respective representatives of the parties commencing with Step No. 2 under the Grievance Procedure.

14.07 Discipline

The Company shall notify the Union in writing within five (5) days of the discharge or disciplinary time off of any employee on the seniority list, stating the reason or reasons for such action, and the Union must file an appeal with the Company within ten (10) days from the date of such action, or the right of appeal is lost.

14.08 If an appeal is filed, it shall then be immediately taken up with the Company and a representative of the International Brotherhood of Boilermakers, Iron Ship Builders, 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, it shall then be immediately referred to a Board of Arbitration which may:

- a) Uphold the Company's decision;
- b) Uphold the Union's appeal and reinstate the grievor to his former position without loss of wage or seniority and with full pay for all time lost;
- c) Award such lesser penalty as the Board may deem fair and proper.

14.09 No monetary adjustment affected under the Grievance or Arbitration Procedure shall be made with respect to any period prior to the date of this Agreement.

Whenever the settlement of a grievance involves the payment of money said payment will be made by the Company within fifteen (15) calendar days of receipt of the Union's written acceptance of this disposition.

14.10 The time limits provided under the Grievance Procedure may be extended by mutual agreement of the parties.

14.11 Arbitration

No grievance may be presented for arbitration until it has gone through the steps of the Grievance Procedure which are applicable, except by mutual consent.

14.12 Arbitration Board

A Board of Arbitration shall consist of three (3) members: one nominated by the Company, one nominated by the Union, and a third member who shall act as Chairman.

The Company agrees that a single arbitrator may be chosen if both parties mutually agree.

14.13 Within fifteen (15) days of receipt of notice of either party that arbitration is required to settle the dispute, the Union and the Company nominees on the Board shall be named and within five (5) days of those nominations, the nominees shall agree to appoint a third person as Chairman.

14.14 If the two nominees fail to agree on a Chairman within the time limits provided, either party may request the Minister of Labour for the Province of Alberta to name the Chairman.

14.15 The constituted Board of Arbitration shall then hear and determine the differences or allegations and shall render a decision. The decision shall be final and binding upon the parties and upon the affected employee(s). The decision of the majority is the decision of the Board of Arbitration. If there is no majority decision, the decision of the Chairman shall govern.

14.16 The Board of Arbitration is not authorized to make a decision inconsistent with the provision of this Agreement, nor to alter, modify, amend, add or delete any part of this Agreement. Each of the parties shall bear the expenses of their respective nominee to the Board of Arbitration and the expenses and compensations of the Chairman, if any, shall be divided equally between the Company and the Union.

14.17 The Board of Arbitration shall attempt to hear the dispute in question within thirty (30) days of the appointment of the Chairman and the Board shall render its decision within thirty (30) days of the hearing, unless it is unavoidably delayed in reaching a decision.

ARTICLE 15

LEAVES OF ABSENCE

15.01 All employees elected or appointed as delegates of the Union to conventions or meetings of organizations with which it is affiliated, not exceeding one (1) delegate from the Terminal shall be given reasonable leave of absence, without pay, to perform the duties of such office, provided all possible notice, at least four (4) days, is given to the Company. Permission may be granted to the President or his designate to attend such meetings on short notice in emergency situations.

Any employee elected or appointed to a full-time position with the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers District Council, or Local Lodge, or the A.F.L.-C.I.O.-C.F.L. or any of its subordinate bodies shall be granted an indefinite leave of absence, providing ten (10) days' notice is given 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 will again be in effect the first day of returning to work with the Company. Upon returning to work, such employee will be reinstated in his former job, providing it 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 or by bumping.

15.02 Upon written application to the Terminal Manager an employee, for good and sufficient cause, may be granted a leave of absence without pay for a limited period not to exceed sixty (60) days. Any request for leave of absence should be made at least two (2) weeks in advance of the leave.

15.03 The Company will notify the Local Lodge of any leave of absence granted in excess of two (2) days. Any employee on leave of absence who engages in other employment or fails to report for work on expiration of his leave shall be deemed to have quit voluntarily.

15.04 A leave of absence obtained under false pretences shall be cause for discharge.

15.05 If an employee is absent from work by reason of sickness, injury or other emergency, he must keep the Company informed, on a weekly basis, of his anticipated date of return. Where it is known that an employee's absence will be greater than one (1) week, and the absence is authorized by a practising physician, then the communication from the employee to the Terminal Manager need not be on a weekly basis provided that the employee does notify the Terminal Manager of the specified length of absence and the anticipated date of return to work.

ARTICLE 16

BEREAVEMENT

16.01 Should an employee's father, mother, ~~step-father, step-mother~~, spouse, child, brother or sister die, three (3) days' leave of absence with pay will be granted. ~~In the case~~ of an employee's father-in-law, mother-in-law, ~~step-child~~, half-sister, half-brother, grandchild, grandparents, spouse's grandparents, or the employee's son-in-law or daughter-in-law, three (3) days' leave of absence with pay will ~~be~~ granted provided the employee ~~or~~ employee's spouse attends the funeral service.

In the case of an ~~employee's~~ brother-in-law or sister-in-law, one ~~(1)~~ day's leave of absence with pay will be granted provided the employee ~~or~~ employee's spouse attends the funeral ~~service~~. In each case application should be made to the Terminal Manager, ~~or~~ his designate.

ARTICLE 17

JURY DUTY

17.01 An employee who is called ~~for~~ jury service or subpoenaed for witness duty shall ~~be~~ excused from work for any day on ~~which~~ he reports for such ~~jury~~ or witness duty and shall receive pay for all regular scheduled hours the employee would have worked, less any payment received for such jury or witness duty.

An employee working ~~on~~ fixed shift or a rotating shift will not be required to report for work on the day or days he is called for such jury or witness duty. The day paid for such jury or witness duty shall be counted as regular scheduled hours worked for the purpose of computing weekly overtime.

Employees who do not provide written notice to the Company as soon as possible of their obligation to report for such jury or witness duty and employees who do not provide necessary evidence of their jury service or subpoenaed witness duty required to adjust their pay will not receive the compensation for such jury ~~or~~ witness duty as provided herein.

ARTICLE 18

COLLECTIONS FROM EMPLOYEES

18.01 Collections from employees under the auspices of the Union may be made ~~in~~ the operation for aid to a sick member, charity, wedding gifts and other deserving ~~causes~~ ~~but~~ such ~~collections~~ must be approved by the Terminal Manager.

ARTICLE 19

PENSIONS

Lafarge Canada Inc. - Non-Salaried Employees' Pension Plan

19.01 All Employees governed by this Agreement are eligible to receive benefits under the Company Pension Plan, subject to the terms and provisions of the Plan.

For each period of ten years of continuous employment, an employee at the Edmonton Operation shall receive up to one year of pensionable service to be applied against **time lost** due to lay-off. In addition, an employee upon retirement from the Company, shall receive up to one tenth (1/10) of a year of service for each additional year in excess of the units of ten (10) to be applied against time lost due to layoff. **Such** credit shall not apply to time lost as a result of leaves of absences, strikes or lock-outs. In no event shall credited service exceed years of service.

19.02 *Boilermakers' Registered Pension Plan*

Effective date of ratification, the Company shall contribute to the Boilermakers' Registered Pension Plan, seventy cents (\$0.70) per employee compensated hour.

Effective January 1, 1995, the Company shall contribute to the Boilermakers' Registered Pension Plan, seventy five cents (\$0.75) per employee compensated hour.

Effective January 1, 1996, the Company shall contribute to the Boilermakers' Registered Pension Plan, eighty cents (\$0.80) per employee compensated hour.

19.03 *Lafarge Canada Savings Plan*

Effective January 1, 1995, the Company agrees to pay ten cents (\$0.10) per regular hour worked to a permanent employee's individual account in the Lafarge Savings Plan. The employee will also contribute an equivalent amount to the same plan.

Effective January 1, 1996, the Company agrees to pay twenty cents (\$0.20) per regular hour worked to a permanent employee's individual account in the Lafarge Savings Plan. The employee will also contribute an equivalent amount to the same plan.

ARTICLE 20

GROUP INSURANCE

20.01 Upon written notice of ratification, the Company will pay the full cost of Group Life Insurance, AD&D, Dental Plan, Sickness and Disability, Extended Health and Provincial Hospitalization and **Medicare Plans for all employees eligible for coverage.**

To be eligible for coverage under any of the Group Insurance plans an employee must have completed his probationary period and have acquired seniority rights under the Agreement.

During any period of temporary lay-off by the Company, an employee may continue **his** Group Insurance Benefits (except Weekly Indemnity and **Long-Term** Disability) up to six (6) months, provided the Company is notified on or before the date of lay-off of **the** employee's desire to continue to be insured. Such coverage shall be at the Company's expense **for** up to three (3) months per calendar year. Coverage for any **additional** period in **excess** of three (3) months per year shall be paid by the employee. Payment of premiums shall be made to the Company in advance on a regular monthly basis. Failing such payments coverage will automatically **be** terminated.

Coverage and conditions as per **contracts** but general **terms** of coverage as follows:

LIFE INSURANCE: an amount equivalent to:

2080 x employees' straight time rate with a minimum of **\$35,000**

50% of Life Insurance with disability provision

50% of Life Insurance with premium waiver provision

A.D. & D.: (24 hour coverage)

2080 x employees' straight time rate with a minimum of **\$35,000**

Weekly Indemnity

-- Effective Date of **Ratification** \$445/week for 15 weeks

-- Effective January 1, 1995 To U.I.C. Levels

-- Effective January 1, 1996 To U.I.C. levels

(Based on 1-4-15 formula)

Any U.I.C. premium reduction due to qualification of the Weekly Indemnity Plan shall be retained by the Company for the improvement of the Insurance Plans contained herein.

Following the expiry of the Weekly Indemnity benefits period, the Long-Term Disability Plan will **come** into effect and provide **for** a benefit as follows:

Fifteen thousand (15,000) dollars per year **non-integrated** with **Canada** Pension Plan in accordance with the **Sunlife** Group Benefits Plan.

Major Medical & Hospital Benefits and Dental Plan

Effective Date:	<i>1/1/34</i>	<i>1/1/35</i>	<i>1/1/96</i>
Family Deductible/year	\$25.00	\$75.00	\$100.00
Single Deductible/year	\$25.00	\$50.00	\$50.00

Hospitalization Benefit: **Semi-Private** Room

Dental Plan Coverage: Basic: 100% of eligible expenses
Prosthetics: 50% of eligible expenses

Maximum Coverage: **\$950/year** per employee/per dependent

Orthodontics: Dependent children • maximum life time benefit **\$2000**. Premium cost to be shared **equally** between the Company and the employee.

20.02 The Company will continue payments toward the cost of Group **Life** Insurance, Dental, and Major Medical for any employee who has completed his probationary period and who is not on the active payroll because of proven illness, occupational or non-occupational injury until he **loses his** seniority and his employment is terminated. However, should an employee lose his seniority while on LTD, the insurance coverage will be continued as long as he remains on LTD.

ARTICLE 21

PLANT CLOSURE

21.01 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 operation and his application shall receive preference for positions in the bargaining unit over those applications from persons outside the bargaining unit. Careful consideration will be given by the parties to the applications received in relation to the following **qualifications**:

- a) Seniority.
- b) **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 performance in terms **of** both quality and quantity. A reasonable training period will be provided.
- c) 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 (b) above to perform the work required, and are physically fit, then seniority shall govern.

Where 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, insurance and vacation credits with them.

21.02 In cases where an employee's application under Section 1 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 (a), (b) and (c) of Section 1 above, such employee will be awarded same in accordance with **local** agreement.

Such employees will retain their relative seniority, pension, Insurance and Vacation Credit. 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, is 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 layoff due to plant closure. The amounts of these benefits will be calculated and indicated to the employee at time of layoff. Employees wishing to retain preferential hiring rights must advise the Company in writing prior to layoff and will not be eligible to receive either termination benefits or pension until expiration of their preferential hiring rights period.

21.03 In the event of a future permanent closing of the terminal whose employees are members of Local Lodge D331, the Company will pay a termination payment to those employees who are permanently laid off as a result of this closing.

The formula used in determining such termination payment will be:

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

ARTICLE 22

CONTRACT WORK

Contracting or subcontracting of work customarily performed by bargaining unit employees will not result in the layoff or other reduction of employees on the seniority list except through attrition.

Notwithstanding the above, the manpower reduction limitations do not apply to contracting arrangements for:

1. new construction, or
2. work Involved in major modification(s),
3. **equipment and or expertise to do work more efficiently.**

The Company agrees to notify the Local Union of its decision to contract with other parties for such work, in advance if reasonably possible, and to meet with Local Union representative(s) upon request to discuss the reason(s) causing the Company to decide to contract out such work.

ARTICLE 23

STRIKES AND LOCKOUTS

During the term of this Agreement and in consideration of the relations established by it, it is agreed that neither the Union nor its representatives nor any member of ~~it shall cause,~~ sanction, authorize or take part in any strike, either partial or complete, ~~interfering~~ with or causing ~~interruption~~ or stoppage of production, nor shall the Company cause or practice any lockout.

ARTICLE 24

24.01 TOOLS

The Company will replace or repair, at its option, ~~worn, lost or~~ destroyed hand tools belonging to any employee who must provide his own hand tools as a ~~job~~ requirement, provided that claims are made promptly and that the employee has exercised ~~reasonable~~ care of his tools.

ARTICLE 25

OCCUPATIONAL HEALTH AND SAFETY

25.01 Both parties to this agreement are subject to the provisions, stipulations and regulations of the Alberta Occupational Health and Safety Act and recognize the responsibilities of the employer and the employee under this Act.

The Company consequently accepts the responsibility to ensure that the measures and procedures provided for in the Act and its regulations are applied and that ~~the~~ ~~responsibilities of all~~ employees to obey and abide by the provisions ~~of~~ this Act are carried out.

25.02 Both parties to this Agreement recognize the needs for a cooperative effort in the areas of Occupational Health and Safety. In order to assist in effectively carrying out their responsibilities, both parties agree to the following:

An Occupational Health and Safety Committee ~~shall~~ be established consisting of two (2) members. One (1) will be appointed by the Company and one (1) by ~~the~~ Local Lodge. ~~In~~ the event that a Committee member is absent, an alternate may attend.

The Committee shall meet once every six (6) weeks or more often, if required, for the purpose of considering, **inspecting**, investigating and reviewing health and safety conditions and practices for the purposes of effectively making constructive **recommendations** with respect thereto. All matters handled or considered by the Committee shall be reduced to writing and minutes **shall be** made and maintained.

Members of the committee will be **compensated** for all time spent in connection with work of the Committee at their regular straight time hourly rate.

No employee shall be disciplined for refusing to work on a job where his refusal is based on reasonable grounds that **his** health or safety will be endangered.

25.03 The Company will provide plain safety glasses to employees not requiring prescription glasses.

The Company will provide prescription safety glasses of approved type to those requiring them, a maximum of ~~once~~ in a 2 year period.

Should any safety glasses be broken or damaged beyond a usable state, due to working conditions, such replacement will be provided by the Company.

Employees requiring prescription safety glasses, and using other than the designated optometrist, shall be reimbursed to a maximum of \$25.00.

25.04 The Company will, once each calendar year, pay up to one hundred (\$100.00) toward the purchase of a pair of safety footwear to each active employee on a seniority list on receipt of satisfactory evidence of such purchase.

The Company will **also** supply all other clothing and equipment that it requires its employees to wear for their personal protection.

ARTICLE 26

DURATION

This Agreement shall become *effective* on **Date of Ratification** and all provisions shall continue in effect until December 31, 1996 and each year thereafter, unless sixty (60) days written notice is given by either party prior to the expiration date.

It is mutually agreed that nothing in this article shall preclude an extension of this Agreement, if mutually agreed to by both parties.

SIGNED ON BEHALF OF THE PARTIES HERETO BY THEIR DULY 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.

Director, Distribution
J. Bergeron

Assistant Business Manager - D331
N: Trofimuk

Manager, Canadian Terminals
D. Overall

President - Local Lodge D331

Terminal Manager - L. Martini

Local D331 -

Regional H.R. Representative

Local D331 -

WAGE SCHEDULE

CLASSIFICATION	Date of Ratification	January 1 1995	January 1 1996
Terminal Utility Tradesman	20.89	21.18	21.48
Terminal Assistant	19.10	19.35	19.60
Seasonal Employee	13.50	14.00	14.25

Note: *A lump sum payment of \$700.00 upon ratification.*

- Probationary employees, other than tradesman will be paid eighty five percent (85%) of the Terminal Assistant classification rate.

LETTER OF AGREEMENT

GRINDING PLANT CLOSURE

Upon ratification of this Collective Agreement, the Company will offer Roland Normandean and Steven Krywak a severance package according to the following provision:

Termination Benefit:

Below age of 60: 30 x employee's seniority x his regular straight time hourly rate

60 yrs. +: 15 x employee's seniority x his regular straight time hourly rate

Bridging:

Roland Normandean: \$2,338.00 per annum to end at age 65

Steven Krywak: \$3,252.00 per annum to end at age 65

It is understood that the janitor function will not be part of the bargaining unit work.

LETTER OF AGREEMENT

PENSIONS

The Company is prepared to recommend to the Board of Directors the following amendments to the present Pension Plan.

Provide for special retirement for employees whose Jobs are terminated by reason of permanent shutdown of the plant, department or subdivision thereof, or who are absent from work by reason of lay-off and whose return to active employment is declared unlikely by the Company.

Special Provisions:

Age plus service greater than or equal to **65**

--- **Age Less than 50**

60% of accrued retirement pension payable to age **50**.

--- **Age 50 - 59**

Accrued retirement pension payable immediately but with four percent (4%) reduction for each year employee's age is prior to **60**.

--- **Age 60 and over**

Accrued retirement pension payable immediately.

Temporary C.P.P. and O.A.S. Bridge Benefits will be paid as follows:

Age of Termination	Amount per Annum
55	\$ 1,994.00
56	2,082.00
57	2,193.00
58	2,348.00
59	2,571.00
60	2,882.00
61	2,975.00
62	3,104.00
63	3,252.00
64	3,326.00

LETTER OF AGREEMENT

PENSIONS

The Company is prepared to recommend to the Board of Directors that the appropriate amendments be made to the Non-Salaried Employees' Pension Plan (1971) to reflect the agreement reached between the parties (Union & Management) on January 8, 1983, relating to a change in pension calculation:

1.25% x Final Average (Pensionable) x Credited (Pensionable) Service
Earnings (Earnings) (Service to Date)

MINUS

50% Government x Years of Service After
Pension 1 January, 1966
35

The Company will provide the Union and employees with such items of information as required by the applicable legislation.

LETTER OF AGREEMENT

COVERALLS

The Company agrees to set up a coverall rental plan for those employees wishing to participate.

The cost of such rentals shall be shared equally by the Management and the employee.

SCHEDULE "A"

AUTHORIZATION FOR DEDUCTION

I, the undersigned, hereby authorize and direct Lafarge Canada Inc., Terminal No. 11, Clover Bar, during the life of the current collective agreement and for any renewals, to deduct from my first pay each month following delivery of this authorization to the Company, an amount equal to the monthly dues as authorized from time to time in writing by the Local Lodge over its seal and to remit the same to the Financial Secretary of Local Lodge D331 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, whose receipt therefore shall be considered as a discharge to the Company for the amounts so deducted from my earnings.

Condition upon my maintenance of membership with the Union, I, the undersigned, duly authorize Lafarge Canada Inc. to deduct the amount of such special assessments or fines as may be levied upon me by the Union.

Witness: _____

Signature: _____

Clock No.: _____

Address: _____
