

SOURCE	Union		
EFF.	96	01	01
TERM.	98	12	31
No. OF EMPLOYEES	7		
NOMBRE D'EMPLOYÉS	SA		

COLLECTIVE AGREEMENT

BETWEEN:

**LAFARGE CONSTRUCTION MATERIALS
NORTHERN ALBERTA REGION
A Division of Lafarge Canada Inc.
Morinville Operation
(hereinafter referred to as the "Company")
OF THE FIRST PART**

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART**

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WITNESSETH that the Parties hereto agree as follows:

ARTICLE NO. 1 - PREAMBLE

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

ARTICLE NO. 2 - BARGAINING AGENCY

The Union is recognized by the Company as the sole bargaining agent for its employees within the classifications hereafter set forth or from time to time added hereto, it being intended that the Union represent all employees of the Company within the jurisdiction of the Teamsters Union.

ARTICLE NO. 3 - UNION SECURITY

- (a) All employees, after seven (7) calendar days of employment, shall become and remain members in good standing of the Union for the duration of this Agreement or be replaced.
- (b) Upon written request of an employee, the Company will deduct the employee's Initiation Fee, levied by the Union, in **accordance** with the Union's **By-laws** and remit same, together with a list of names of the employees from whom deductions have been made, to the **Secretary-Treasurer** of the Union, not later than the fifteenth day of the month, following that in which deductions were made.
- (c) Upon written request of an employee, the Company will deduct the employee's Initiation Fee levied by the Union in accordance with the Union's By-laws and remit same, together with a list of names of employees from whom deductions have been made, to the **Secretary-Treasurer** of the Union, not later than the fifteenth (15th) day of the month, following that in which the deductions were made.
- (d) The Union will supply the Company with application forms for Union membership and dues deduction, which shall be signed by all employees on the day on which the new employee is hired. All completed copies of the application for membership forms shall be returned to the Union and shall serve as notification of commencement of employment.

- (e) The Company may hire Mixer Trucks. After a period of sixty (60) days, the drivers of such Mixer Trucks shall become members of the Teamsters Union and operate under the terms of this Agreement.

ARTICLE NO. 4 - HOURS OF WORK

- (a)
 - 1. Monday through Friday - 8 hours per day.
 - 2. Overtime
 - a. Monday through Friday - over eight (8) hours at one and one half (1½) times regular rate of pay.
 - b. Saturdays - after completion of forty four (44) regular hours in that week at one and one half (1½) times regular rate of pay.
 - c. General Holidays - one and one half (1½) times regular rate of pay.
 - d. Sundays - one and one half (1½) times regular rate of pay.
- (b) Lunch Period - The Company will allow a one half (½) hour unpaid lunch break to be taken on Company premises. If employee is required to return to work before one half (½) hour no deduction of time will be made.
- (c) Coffee Break - A ten (10) minutes break in the first and second half of a shift.
- (d) If an employee is on call to work and is notified one (1) hour prior to start up to not report, no pay required.
- (e) If employee is on call and reports to work and no work is available the employee will be required to work for a minimum of two (2) hours, as required by the Company, at the regular rate of pay or to voluntarily go home with no pay.

ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY

	JAN 1/96	JAN 1/97
1. Single Mixer Truck Driver -		
.....	\$14.00	\$14.40
3 Axle	\$14.10	\$14.50
4 Axle	\$14.20	\$14.60
5 Axle	\$14.30	\$14.70

2. **Trainers** - Drivers who assist in training new employees shall be paid a premium of **one** dollar (**\$1.00**) per hour for those hours so worked.

Trainees - During training period, until unit is turned over to trainee for unassisted operation, he shall be paid one dollar (**\$1.00**) per hour less than his classification rate of pay.

ARTICLE NO. 6 - ANNUAL VACATIONS

1. Vacation pay at four percent (4%) of regular pay during the first through fifth year.
 - (a) Entitles employee to two (2) weeks vacation.
2. Vacation pay at six percent (6%) of regular pay after five (5) years, with a minimum of **6500** hours (1300 hours per year).
 - (a) Entitles employee to three (3) weeks vacation.
3. Vacation pay at employee's request, at layoff, at year end, or on termination.
4. Vacation to be taken at Company approved time.

ARTICLE NO. 7 - HOLIDAYS

There are eleven paid holidays:

New Year's Day	Civic Day
Family Day	Labour Day
Good Friday	Christmas Day
Boxing Day	Victoria Day
Thanksgiving Day	Canada Day
Remembrance Day	

Employees shall receive eight (8) hours pay at regular rate for above holidays, if the following conditions are met.

1. Must be employed for thirty (30) days prior to holiday, and
2. Must be available for work the day before and the day after the holiday.

3. If an employee has been laid off, and is recalled to **work**, and he works ten (10) days in the thirty (30) calendar day period prior to one (1) of the recognized Statutory Holidays in this Agreement, ~~or~~ ten (10) days in the thirty (30) calendar day period following such Statutory Holiday, he shall be entitled to that Statutory Holiday with pay.

ARTICLE NO. 8 - SHOP STEWARDS

- (a) There may ~~be~~ elected, by the employees, such number of Shop Stewards as the Union may determine, who shall perform such functions as the Union may assign them, provided the duties of the Shop Stewards shall not conflict with their regular employment and duties with the Company. The Company shall not discriminate against the Shop Stewards.
- (b) The Union and its representatives shall not interfere with any employee or group of employees during working hours, without the consent of the proper official of the Company.

ARTICLE NO. 9 - PAYMENT CONDITIONS

- (a) All employees covered by this Agreement shall be paid at least every second **week**, on a Thursday or Friday, on ~~the~~ job prior to **quitting time**. The Company shall provide every employee covered by this Agreement with a separate and detachable itemized statement complete in all details in respect of all wage payments made to such employee.
- (b) Not more than seven (7) days pay may be held back, making the **pay** period cut-off the Sunday prior to pay day. If a paid Holidays falls within the holdback period, up to seven (7) days pay may be withheld.

ARTICLE NO. 10 - SENIORITY

The Union and the Company agree that:

1. For **all** employees under this Agreement the Seniority List applies, however that layoff and recall shall ~~be~~ of the skills, competency and qualifications; if these are equal in the opinion of the Company, then seniority shall apply.
2. Seniority shall ~~be~~ based on the length of service an employee has been on the payroll of the Company in the Branch area operation, subject to Section (7) of this Article.

3. All newly hired employees shall be considered as probationary employees for the first sixty (60) working days of employment. Employees rehired within twelve (12) months will not be required to serve the probationary period. There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period.
4. During the probationary period a driver shall be considered a "Driver Trainee" until such time that he operates his vehicle as a sole driver.
5. An Employee shall lose all seniority rights for any one of the following reasons:
 - a. Voluntary resignation
 - b. Termination for cause
 - c. Failure to return after layoff.
6. The Company agrees to rehire laid off employees. When recalling any employee to work after being laid off, they shall be notified by registered mail directed to the employee's last known address and such employee will be allowed **seventy-two (72)** hours to report to work.
7. Any employee who has been on lack of work layoff for nine (9) months **or** more shall be removed from the Seniority List and the Company shall be under no further obligation to such employee.
8. Any employee who has been employed by the Company for a minimum of thirty (30) calendar days and is working less than **thirty-two (32)** hours a week between December 1 and March 31 **will** be granted, upon request, a leave of absence and such request will not be refused by the Company, providing the leave of absence is taken between December 1 and March 31.

ARTICLE NO. 11 - MANAGEMENT RIGHTS

- (a) The Union recognizes the right of the Company to manage and direct the Company's business, in all respects, in accordance with its commitments and to alter from time to time the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with this Agreement.
- (b) It is also agreed that employees shall only be disciplined, demoted or discharged for proper cause, and all discharged employees shall have the reasons for their termination in writing.

ARTICLE NO. 12 - GENERAL

- (a)
 1. The Company will comply with the Alberta Occupational Health and Safety Act and Regulations.
 2. All employees will comply with the Alberta Occupational Health and Safety Act and Regulations.
- (b) Employees must report for call within one hour from the time called or the Company may use a junior man with no penalty. The Company shall be deemed to have fulfilled its obligation with the completion of two (2) unanswered telephone calls to the employee's residence. If junior men are used ahead of senior men and the above clause has not been adhered to, then the employer must pay the senior employee from the time the junior employee started his shift. All employees must keep themselves available for call until **9:30** a.m., Monday through Friday.
- (c) The Company agrees to post shift starting times for the following working day's shift not later than **6:00** p.m. each day, Monday through Saturday. All other drivers not on the posted list shall remain available for call in until **9:30** a.m. each day, Monday to Saturday, unless **released** earlier by the Company, or at request of the driver and agreement of the Company.
- (d) Any Company or government requested physical or medical examination shall be promptly complied with by all employees, provided however, that the Company shall pay for all such physical or medical examinations and for any time lost, as a result thereof, during his regular working hours.
- (e) Employees who are required to take time off **for** the purpose of driving or other tests for obtaining or renewing licenses or tickets, as required for employment by **the** Company, may do so only at Company convenience and after providing seven (7) days notice to the Company. In this instance, the Company shall provide, when necessary, equipment appropriate to the test to be taken and will pay for time lost at regular rates of pay.
- (f) Daily call-out or call back, Monday through Sunday, will be on a seniority basis with the senior employees given first preference.
- (g) The Company agrees to maintain washrooms and toilet facilities at its plant, provided that employees do not abuse the facilities and do their part to maintain the facility.
- (h) A driver shall not leave his truck unattended when away from the plant.

- (i) Any regular full-time employee who attends court to give evidence as a witness on behalf of the Company will be reimbursed by the Company for the difference between the pay received for witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. This clause will have no application for an employee on leave of absence, or when receiving benefits under the Health and Welfare program, annual vacation, Workers' Compensation, or otherwise covered under this Agreement.
- (j) When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence, providing he has been employed by the Company for a minimum of thirty (30) calendar days. If the employee attends the funeral, he shall be compensated for the hours lost from his regular schedule, Monday through Friday, on the day prior to the funeral and the day of the funeral and the day after the funeral. Maximum compensation shall be eight (8) hours per day for three (3) days.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather and grandmother, step-sons and step-daughters.
- (k) An employee will perform any functions, as required by the Company, in its day to day operations.
- (l) The Company and the Union recognize the need for the batcher and/or the foreman to perform bargaining unit work, from time to time, as per the current practise.

ARTICLE NO. 13 - WORK IN OTHER JURISDICTIONS

It is mutually agreed that in the event the Company obtains a contract with any provincial, federal, municipal or other body requiring the payment of a wage schedule which is in excess of the hourly rates agreed upon in this Agreement, then such wages shall apply only for the duration of such contract.

ARTICLE NO. 14 - HEALTH AND WELFARE PLAN

(see attached summary titled Appendix "A")

- A. The Company shall provide a Health and Welfare Plan to all employees, and eligible dependents, coming under the jurisdiction of this Agreement.
- B. The cost of the Health and Welfare Plan shall be as follows:
 - 1. eighty-four dollars and ninety-six cents (\$84.96) per month, for a single employee;

2. one hundred and **thirty-six** dollars and fifty cents (**\$136.50**) per month for an employee with dependents.

C. The cost of Provincial Medicare shall be as follows:

1. **thirty-four** dollars (**\$34.00**) per month for a single employee;
2. **sixty-eight** dollars (**\$68.00**) per month for an employee with dependents.

D. Where applicable the cost shall be borne as follows;

1. the Company will pay fifty percent (50%) of the premium cost of the Alberta Health Care Insurance Plan;
2. the Company will pay fifty percent (50%) of the premium cost of the Health and Welfare Plan;
3. the total Company contributions for items **A, B(1&2), C(1&2)** and **D(1&2)** not to exceed:
 - i. **fifty-nine** dollars and **forty-eight** cents (**\$59.48**) per month for a single employee;
 - ii. **one hundred and two** dollars and **twenty-five** cents (**\$102.25**) per month for an employee with dependents.
4. The Company will increase their contribution by fifty percent (50%) of a **1997** increase in premium cost, if established, and notice given to the Company. The Company's annual contribution increase shall not exceed five dollars (**\$5.00**) per employee per month.

E. Life Insurance **\$20,000.00**
 Accidental Death & Dismemberment **\$20,000.00**
 Weekly Indemnity up to **26** weeks . . **\$400.00** per week
 Extended Health Benefits **80/20**
 Dental -
 - maximum per person
 per calendar year **\$1,000.00**
 Diagnostics, Preventative, Extractions,
 Restorative, Endodontics,
 Periodontics **80%**
 Dentures, Crowns, Bridges
 Prosthodontics Services **50%**
 No Orthodontics

ARTICLE NO. 15 - PENSION PLAN

Same as existing **Plan**. Employee contributes fifty cents (50¢) per hour and the Company contributes fifty cents (50¢) per hour.

ARTICLE NO. 16 - GRIEVANCE PROCEDURE

Section A

If a difference arises between the parties to or persons bound by this Collective Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement or as to whether such a difference can be the subject of arbitration, the parties agree to meet and endeavour to resolve the differences.

The procedure for such adjustment and settlement shall be as follows:

Step 1 - Any grievance of an employee shall first be taken up between such employee and the supervisor; however, the employee may attend with his Shop Steward.

Time Limit to **institute** grievance:

- | | |
|---------------------------|--------------------|
| (a) Termination or layoff | Five (5) days |
| (b) All others | Fourteen (14) days |

Step 2 - Failing settlement under Step 1, such grievance shall be taken up between a representative of the Local Union or Shop Steward and the supervisor.

Step 3 - Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing and referred to and taken up between the Secretary or other bargaining representative of the Union and the Company, within thirty (30) days of the occurrence of the grievance.

Step 4 - Failing settlement under Step 3, the matter will be taken up in presentation to a **Board** consisting of one (1) Union member selected by the Union and one (1) Company member appointed by the Vice-president and General Manager of the Company. The initial presentation to the Board shall take place within fourteen (14) days of failure to settle under Step 3.

Step 4A - Failing settlement under Step 4, an application shall be filed with the Alberta Labour Relations Board seeking the assistance of a mediator to deal with the grievance. The cost of the grievance mediation shall be shared equally between the parties.



Step 5 - Failing settlement under Step 4A, the matter will be referred to an agreed upon neutral Arbitrator who will meet with the Board to hear both sides of the case, The Arbitrator's decision will be final and binding.

Falling to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and the Company.

Section B

- (a) If either the Company or the Union desires to submit a grievance against the other, it will do so in writing. Notice of the grievance shall be mailed within **fourteen (14)** days of the occurrence of the event upon which the grievance is based. The notice of grievance shall state the specific nature of the occurrence giving rise to the grievance, the section or sections of the Agreement claimed to have been violated, and the relief sought. The Union and the Company shall meet within five (5) days of receipt of notice of the grievance. If no satisfactory solution is reached at this meeting then the grievance may be referred as hereinbefore provided.
- (b) The right of the Union to submit a grievance shall be limited to those circumstances that cannot be properly handled by a specific employee or group of employees.

Section C

If any step in the grievance procedure is not followed, within the time limits or by the process set out, it shall be deemed to be abandoned.

ARTICLE NO. 17 - PICKET LINES

- (a) It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of his duties to refuse to cross a legal picket line.
- (b) There shall be no strikes, slowdowns or lockouts during the course of this Agreement.

ARTICLE NO. 18 - EFFECTIVE DATE AND DURATION OF AGREEMENT

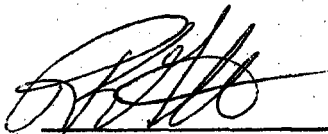
- (a) This Agreement shall be in full force and effect as of the 1st day of January, 1996 and continue in effect until the 31st day of December, 1998 and from year to year thereafter except as hereinafter provided.

- (b) Either Party to this Agreement may, not **less** than ninety (90) days and not more than one hundredtwenty (120) days immediately prior to the expiry date of the Agreement, request the other **Party** to the Agreement to commence collective bargaining. Such notice **shall** be given by registered mail.
- (c) If notice has been given by either Party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the expiry date, until the procedures in the Alberta Labour Act have been exhausted. The Parties to this Agreement shall make every effort to complete the procedures in the Act and conclude Agreement prior to the expiry date.

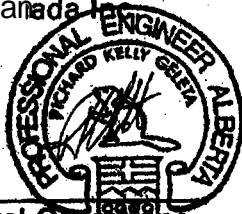
Signed this 1st day of November, 1996

ON BEHALF OF THE COMPANY:

Lafarge Construction Materials
Northern Alberta Region
A Division of Lafarge Canada Inc.
Morinville Operation




Richard Geleta, GM Rural Operations



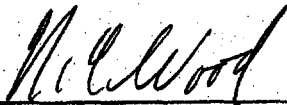
Nov-1/96

ON BEHALF OF THE UNION:

General Teamsters, Local 362



Keith Norris, Business Agent



APPENDIX "A"

LAFARGE UNION EMPLOYEE BENEFITS

Eligibility is the first day of the month following ninety (90) days of employment. An employee must be actively at work to be eligible for coverage.

BENEFIT	COVERAGE	COST PER MONTH	COMMENTS
LIFE INSURANCE	\$20,000.00	\$4.30	
ACCIDENTAL DEATH & DISMEMBERMENT	\$20,000.00	\$0.60	
<p>WEEKLY INDEMNITY</p> <p>Provided from the 7th day of absence due to a non occupational accident or sickness, calculated from the date first seen by a physician, for a maximum of 26 weeks.</p>	\$400.00 per week	\$42.00	
<p>EXTENDED HEALTH CARE</p> <p>\$25.00 deductible 100% ambulance benefits 100% hospital benefits (semi-private coverage) 80% other expense</p>		\$15.43 \$44.31	Single With Dependents
<p>DENTAL</p> <p>\$25.00 deductible \$1,000.00 maximum per person - A, B & C combined 80% basic coverage Plan A & B 50% major restorative Plan C no orthodontics</p>		\$22.63 \$45.29	Single with dependents
<p>Total Cost Per Month</p>		\$84.96 \$136.50	Single With dependents