

**1997 - 2000
COLLECTIVE
AGREEMENT**

- between -

**REDLAND QUARRIES INC.
- DUNDAS**

- and -

**UNITED STEELWORKERS
OF AMERICA**

RECEIVED
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THIS INDENTURE OF AGREEMENT
made as of the 23rd day of April, 1997

BETWEEN:

REDLAND QUARRIES INC.
- DUNDAS

hereinafter called the "Company"

OF THE FIRST PART

- AND -

UNITED STEELWORKERS OF AMERICA,

hereinafter called the "Union"

OF THE SECOND PART

INTENT AND PURPOSE

The purpose and intent of this agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service, and to set forth herein rates of pay, hours of work, dispute procedures and specifically negotiated conditions of employment.

The Company will not discriminate, in its recruitment or hiring practices against any person on the grounds of race, sex, creed, color, or ethnic origin.

All employees of the Company have a right to freedom from harassment in the workplace as reflected in the Ontario Human Rights Code and the Canadian Human Rights Act. The Company will protect employees' rights under this legislation.

In order to facilitate the above relationship a Union/Management Committee (consisting of two Union and two Management representatives) will meet no less than quarterly.

ARTICLE 1 - RECOGNITION

1.01 The term “employee” when used in this Agreement shall include all employees of the Company at its Flamborough operation, save and except supervisor, persons above the rank of supervisor, office, sales staff, and weekend watchmen.

1.02 The Company agrees to recognize the Union as the sole collective bargaining agent with respect to wages, hours of work, conditions of employment for the employees defined in Article 1.01 above.

1.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Kiln Superintendent, Quarry Superintendent, or other Plant Manager.

1.04 Supervisory employees will not perform duties normally performed by employees within the bargaining unit when it results in the layoff or loss of overtime wages to the employee in the bargaining unit. This shall not prevent any supervisory employee from performing the necessary duties of instruction, start-up and experimental work, and from operating equipment in emergencies.

Supervisory employees will not pick up parts from suppliers when a bargaining unit employee is available to do the work.

This provision only applies if the picking up of parts is the sole purpose of the trip and the only duty that must be performed.

ARTICLE 2 - UNION DUES

2.01 Employees shall be required as a condition of employment to sign an authorization card for the deduction of monthly Union dues, initiation fees and any assessments.

2.02 This provision for union security shall be insisted upon by the Company as regards to each employee to whom the Agreement applies as a condition of his continuancy in the Company's service. New employees shall sign the authorization on joining the Company and shall commence paying dues or an equivalent amount after one month's continuous service. Any employee covered by this agreement shall have the right to become a member of the Union by paying the initiating fee and will pay dues according to the Constitution of the Union, the United Steelworkers of America.

2.03 For new employees, the initiation fee will be deducted from their first pay following completion of the probation period in Article 12, unless such pay includes a normal dues deduction. In that event, the initiation fee will be deducted from the employees' next pay.

2.04 Union dues as stipulated in the Union constitution will be deducted monthly and forwarded with any initiation fees or assessments to the local Union Financial Secretary on a monthly basis.

ARTICLE 3 MANAGEMENT FUNCTIONS

3.01 The Union acknowledges and agrees that it is the exclusive function and right of the Company to generally manage the industrial enterprise or enterprises in which the Company is from time to time engaged. Without limiting the generality of the foregoing, management's functions shall include:

(a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter, and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees; the right to discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance by a seniority employee.

(b) Subject to the provisions of the Agreement, the right to select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall, suspend and retire employees, selection of employees for positions excluded from the bargaining unit.

(c) Subject to the provisions of this Agreement, the right to determine the location and the operation of plants and their expansion or curtailment, the direction of the working forces, the products to be manufactured, the subcontracting of work, the schedules of production, the number of shifts, the methods, processes and means of production, job content, quality and production standards, the right to use improved methods, machinery and equipment, and the right to decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting time, the determination of financial policies; including general accounting procedures, price of goods sold and customer relations, are solely and exclusively the responsibility of the Company.

(d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Company.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.00 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or otherwise.

4.01

(a) The Company will continue to give notice of work schedules as far in advance as possible, notwithstanding work schedules for the following week or longer shall be posted by 12:00 noon each Wednesday. The Company will try to minimize subsequent changes to the work schedule but does not guarantee that changes to the schedule will not be made.

(b) In order that the work schedules can be properly maintained, employees who are off work due to sickness agree to notify the Company one day in advance of their return to work. In the case of illness or absenteeism, employees are required to provide as much notice as possible. Where practical, a minimum of four **(4)** hours notice should be given.

(c) In order to assist the Company when contacting employees it shall be the duty of every employee to notify management promptly of any change of address or telephone number.

(d) Employees shall remain on shift until relieved by their counter part on the next shift. If the employee is not relieved by his counter-part and he does not wish to work overtime, he shall tell the staff supervisor/group leader who will make a sincere effort to find a replacement.

(e) Once having agreed to work overtime, the employee who does not report as scheduled, unless he provides the Company with a suitable

excuse, will be subject to disciplinary action at the written warning level.

(f) It is understood that breaks shall only be taken at a time and in a manner so that the effect on the Company's operation and production will be minimized. Any employee who abuses the break periods herein provided, by taking longer than the specified amount of time shall be warned for the first offence and shall be subject to disciplinary action for any additional offence.

(g) For the purpose of scheduling shifts and overtime the vacation week shall start at the commencement of the employees first scheduled regular shift and finish at the start of the employees next regular shift. During this period employees names go to the bottom of the overtime allocation list.

4.02 Eight Hour Schedule - 5 Day Week

(a) For persons on eight hour shifts the normal work week shall consist of eight (8) hours per day, five days per week, Monday through Friday. Regular day shift will begin at 7:00 a.m. and finish at 3:30 p.m., and shall include one half hour unpaid lunch period and two ten (10) minutes breaks, except where mutually agreed between the Company and the Union. One to be taken during the first four (4) hours of the shift, the second to be taken during the second four (4) hours of the shift.

(b) The starting time of shifts may vary as follows: Day shift start may vary from 6:00 a.m. to 8:00 a.m., the afternoon shift start time may vary from 2:00 p.m. to 4:00 p.m. and the night shift from 10:00 p.m. to 12:00 a.m.

(c) The Company will pay shift differentials to employees on shifts other than the regular day shift on the following basis.

Afternoon Shift

Effective April 23, 1997 forty-five cents (45/c) per hour in addition to wage schedule

Effective April 23, 1998 fifty cents (50/c) per hour in addition to wage schedule.

Night Shift

Effective April 23, 1997 fifty cents (50/c) per hour in addition to wage schedule.

Effective April 23, 1998 fifty-five cents (55/c) per hour in addition to wage schedule.

(d) Employees will be paid overtime at one and one half times (1-1/2) their regular rate of pay for all hours worked in excess of the regular work day or work week as set out above.

(e) An employee who performs work on a Sunday or second scheduled day off shall be paid at the rate of two (2) times their regular rate of pay, exclusive of premiums.

**4.03 Eight Hour Schedule - Continuous
Shift Workers (Rotary Kiln Operations)**

(a) The normal work week for eight hour shift workers shall be composed of twenty (20) eight hour shifts in a twenty-eight (28) day period. Each shift shall include one half hour (1/2) paid lunch and two ten (10) minute breaks (except where mutually agreed between the Company and the Union). The first break will be taken in the first four (4) hours of the shift and the second to be taken during the last four (4) hours of the shift.

(b) The regular work day shall begin between 6:00 a.m. and 8:00 a.m. The afternoon shift shall begin between 2:00 p.m. and 4:00 p.m. and the night shift between 10:00 p.m. and 12:00 a.m.

(c) The Company will pay shift differentials to employees on shifts other than the regular day shift on the following basis:

Afternoon Shift

Effective April 23, 1997 forty-five cents (45/c) per hour in addition to wage schedule

Effective April 23, 1998 fifty cents (50/c) per hour in addition to wage schedule.

Night Shift

Effective April 23, 1997 fifty cents (50/c) per hour in addition to wage schedule.

Effective April 23, 1998 fifty-five cents (55/c) per hour in addition to wage schedule.

(d) Employees will be paid a premium of \$1.25 per hour for all hours worked on a Sunday where employees are not entitled to overtime, in addition to wages outlined in Schedule A. An employee who is eligible to be paid overtime rates for hours worked on Sunday shall not receive the Sunday premium.

(e) Employees will be paid overtime at one and one half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours per day or in excess of eighty (80) hours in a fourteen day cycle, or in excess of the work week as defined above.

(f) An employee who performs work a Sunday or second scheduled day off shall be paid at the rate of two (2) times his straight time rate of pay, exclusive of any premiums. There shall be four (4) designated second days off per 28 day cycle.

(g) The Company will advise the Union of any day shift employees currently scheduled otherwise.

4.04 Twelve Hour Schedule - Continuous Shift Workers (Rotary Kiln Operations):

(a) For persons on twelve (12) hour shifts the normal work week shall be as shown in Appendix 2. Each shift shall include three (3) twenty (20) minute paid breaks.

The regular day shift will begin between 6:00 a.m. and 8:00 a.m. and the regular night shift will begin between 6:00 p.m. and 8:00 p.m.

(b) A night shift premium of sixty-two cents (62/c) per hour will be paid in addition to the hourly wages denoted in Schedule A. Effective April 23, 1998 this night shift premium will increase to sixty-seven cents (67/c).

(c) Employees will be paid a premium of \$1.25 per hour for all hours worked on a Sunday where employees are not entitled to overtime, in addition to wages outlined in Schedule A. An employee who is eligible to be paid overtime rates for hours worked on a Sunday shall not receive the Sunday premium. Effective April 23, 1998 this premium will be increased to \$1.30.

(d) Employees will be paid overtime at one and one half (1-1/2) their regular rate of pay for all hours worked in excess of twelve (12) hours per day or in excess of eighty (80) hours in a fourteen (14) day cycle or in excess of the work week as defined above.

(e) Days for which overtime will be paid at a rate of two (2) times the regular rate of pay will be as denoted in Appendix 2.

(f) The Company will advise the Union of any day shift employees currently schedule otherwise.

4.05 Alternative Shift Schedules:

In order to develop alternative shift schedules to the existing contract, that may from time to

time be required, the parties agree to form a Scheduling Committee. The Committee will be comprised of the Vice President and General Manager or his designate, and the United Steel Workers of America Staff Representative or his designate and two delegates named by each party. The local Union President will appoint the two Union delegates. The committee shall meet quarterly, or as requested by either the President and Vice President and General Manager, or the Local Union President, but in any case not more frequently than bi-weekly. The meetings shall be to determine and develop schedules necessary to meet the needs of the operation and its customers, that may vary from season to season.

Seniority employees within these departments will vote to approve the schedule. To approve a schedule change, a minimum of seventy (70) percent of the members within the department or work area must agree.

The Company agrees to pay for all lost time from work for all hours spent on this Committee. The Union Committee, upon agreement of the schedules will recommend the agreed to schedules to the membership (within the department affected by the changes).

Should the Union not agree that the schedule is necessary, a grievance shall be processed and heard at Step 3 of the Grievance Procedure.

Should the grievance not be settled at Step 3, the Grievance Procedure will be deemed exhausted and the grievance eligible for Arbitration. The Company agrees that there will be no objection to the grievance being arbitrable. The arbitrator will have the authority to remedy the grievance by ordering the Company to revert to the previous hours of work or to uphold the Company position.

4.06 Allocation of Overtime

(a) Overtime Distribution (including call-ins)

Overtime (including call-ins) will be allocated on the following basis with the exception of employees who have completed an overtime omission slip:

(b) Eight Hour Schedule - Five Day Week

First opportunity daily (or weekly) to employee on the job. In the case of students hired for vacation period as per Article 12:01 (b) employee on the job status will only apply to overtime in excess of the normal day.

Second opportunity to others holding the same classification, in the department on a seniority basis.

Third opportunity to senior qualified employee in the department.

Four opportunity to senior qualified employee.

(c) **Twelve Hour Schedule - Continuous Shift Workers (Rotary Kiln Operations)**

The following procedure is to be followed when it is known that an operator will not be reporting for his scheduled shift.

1.0 Decide if a replacement is necessary i.e. "Can the Oiling Plant be shut down for a shift?"

2.0 If a replacement is necessary, attempt to replace by contacting personnel in the following order:

A. the senior classified operator from the "off" shift.

B. other qualified operators from the "off" shifts in order of seniority.

C. other qualified department personnel in order of seniority.

(d) **Overtime Posting**

The following procedure is used to plan the assignment of overtime in an effective manner:

1. The Company will post lists of anticipated overtime needs by noon every Wednesday. The list includes the date, starting time, hours required and number required by classification. The lists for the respective departments will be posted at the following locations:

- Aggregates - Quarry Lunch Rooms
- Lime - Lime Plant Lunch Room
- Maintenance - Lime Machine Shop
 - South Mobile Garage in Quarry

2. Anyone willing to work overtime will sign his name on the appropriate list under the desired classification by 8:00 a.m. Friday.

3. The lists will be re-posted by noon Friday, identifying those who will be working overtime.

4. Regularly scheduled overtime, such as at the Aggregate Plant alternative shift schedule will not be listed.

5. Anyone not signing the overtime list will have no claim to the overtime assigned through this listing procedure.

ARTICLE 5 - WAGES

5.01 The wage rates as set out in Schedule "A" shall be in effect during the life of this Agreement.

**ARTICLE 6 - COST OF
LIVING ALLOWANCE**

6.01 The Cost of Living Allowance (C.O.L.A.) will be operative, the provisions of which are contained in Schedule "B"

ARTICLE 7 - UNION COMMITTEE

7.01 The Union shall elect and the Company agrees to recognize, a Union negotiations committee consisting of a maximum of five (5) members. The Union shall notify the Company in writing of the names of the members prior to each contract renewal.

7.02 The Union may elect or appoint not more than eight (8) shop stewards. The Union shall notify the Company in writing of the names of the stewards and the department or group of departments each represents and of any changes in personnel of the stewards before the Company shall recognize them. It is understood that no more than two (2) stewards will represent a single department except that only one (1) Steward each may represent the Landfill or Transport Departments.

7.03 The Union undertakes to secure from its officers, committee members and members, their co-operation with the Company and with all persons representing the Company in any supervisory capacity.

7.04 It is understood that the Union stewards have their regular work to perform on behalf of the Company. If it is necessary for a steward to service a grievance during working hours, he shall not leave his work without first obtaining the permission of his immediate supervisor. If requested, he shall give a reasonable explanation why he deems such action is necessary. When resuming his regular work, he shall again report to his immediate supervisor. Should it be necessary for the steward in the performance of his duties to contact the steward or an employee in another department, he must also secure the permission of the Supervisor of such department before doing so.

7.05 The Company agrees to continue the payment of wages to Union officers for time spent in meetings with the Company during negotiations, and in handling grievances when such meetings occur during the employees' scheduled working hours.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor

an opportunity to adjust his complaint. If the complaint is not adjusted by the immediate supervisor within three (3) working days of its presentation, the employee may then file a grievance.

8.02 No grievance shall be considered when the circumstances giving rise to it occurred or originated more than thirteen (13) working days before filing of the grievance.

8.03 The Union shall appoint or elect a Grievance Committee consisting of three (3) employees of the bargaining unit and will keep the Company furnished with an up-to-date list of members of such Grievance Committee.

8.04 Grievances shall be adjusted and settled as follows:

STEP NO. 1

The aggrieved employee shall present his grievance in writing to his immediate supervisor within the aforesaid thirteen (13) working days. At this stage the employee shall be accompanied by his steward if he so wishes. The supervisor shall give the grievor a written reply to the grievance within five (5) working days of such presentation of the grievance. If the supervisor's reply is not satisfactory to the grievor, the next step shall be taken within four (4) working days of the supervisor's answer but not thereafter.

STEP NO. 2

The aggrieved employee may, with his steward, present his grievance in writing to the Kiln Superintendent, Quarry Superintendent, or other Plant Manager, who shall consider it in the presence of the aggrieved employee, his supervisor and Union representative if desired. The Kiln Superintendent, Quarry Superintendent, or any other Plant Manager shall give his written reply to the Union steward within five (5) working days of such meeting. If the Manager's reply is not satisfactory to the grievor the next step shall be taken within five (5) working days after delivery of the Manager's reply to the Union Committeemen but not thereafter.

STEP NO. 3

At this step the Union Grievance Committee shall within the aforesaid five (5) working days notify the Manager in writing of its desire to appeal his decision to Step No. 3. Within fifteen (15) calendar days thereafter, a meeting will take place between the Plant Grievance Committee, which may be accompanied by the International Representative of the Union, and representatives of management. The grievor may be required to be present at the request of either party. The Company shall deliver its decision in writing to the Chairman of the Plant Grievance Committee within five (5) working days of such meeting.

8.05 Grievances not answered by the Company or the Union as set out above will be conceded by the unanswering party without prejudice. Either party may request and be granted extensions of specified length in writing to the other party at any step before the expiration of the original time limit.

8.06 In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party. If a request for arbitration is not so given within such thirty (30) day period, the decision at Step 3 shall be final and binding upon the Company, the Union and any employee affected.

8.07 Should a difference arise between the Company and the Union regarding the interpretation or alleged violation of this Agreement, it shall be taken up at Step No. 3 of the Grievance Procedure outlined above. If no satisfactory settlement is reached either party may file a request for arbitration in the manner outlined in Article 9.

8.08 An employee's specific complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement, shall not again be made the subject matter of a complaint or grievance by the same employee.

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ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. When a written request of arbitration has been submitted by either the Company or the Union, the parties shall agree within five (5) days upon the appointment of an impartial arbitrator. If the parties fail to agree, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, but shall not modify disciplinary action for cause.

9.02 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any provisions for any existing provisions nor to make any decisions inconsistent with the provisions of this Agreement.

9.03 Each of the parties to this Agreement will share and share alike the expenses of the Arbitrator.

ARTICLE 10
- DISCIPLINE & DISCHARGE

10.01 Plant rules shall be reasonable and the Company will be fair and consistent in application of discipline. Discipline will be prompt and timely following expeditious investigation of the incident.

10.02 Disciplinary action to be taken will be determined by the gravity of the offence and the time elapsed since the last offence. **If** an employee has not been formally disciplined for an interval of one (1) year (two (2) years in the case of suspension) his previous offences will not be referred to in the event that further disciplinary action is necessary.

10.03 A Union Steward, if requested by an employee, may be present at meetings (beyond verbal warnings) where formal discipline is being imposed. **A** Union Steward will be required to be present at any discharge meeting. The Company will advise the employee of this right before proceeding with discipline. Verbal warnings **to** be documented on a form with copies to the employee and Union.

10.04 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that he has been discharged without cause, the cause may be taken up as a grievance.

10.05 A claim by an employee who has attained seniority that he has been discharged without **cause from this employment, shall be treated** as a grievance if a written statement of such grievance is lodged with the Kiln Superintendent, Quarry Superintendent, or other Plant Manager, within three (3) working days of the Company delivering to the Union written notification of the discharge in accordance with Article 10.07 hereof. All preliminary steps of the Grievance Procedure prior to Step No. 2 will be omitted in such cases.

10.06 Such special grievance may be settled by confirming the management's action in dismissing the employee or by reinstating the employee with compensation for time lost; or other modified disciplinary action, which is just and equitable as agreed to by the parties.

10.07 When an employee has been dismissed without notice, he shall have the right to interview the Union, he shall have the right to interview the Union steward of his department for a reasonable period of time before leaving the plant premises. If it is necessary to immediately expel the employee from the Company's property, the steward will be notified immediately.

After the discharge of a seniority employee, the Company will notify the President of the local union in writing of the reason or reasons

for such discharge. In the absence of the President of the local union such notice will be given to another officer of the Union.

**ARTICLE 11 - NO STRIKES
- NO LOCKOUTS**

11.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement there will be no strike, slowdown or stoppage of or interference with work or production either complete or partial, nor shall there be any sympathy strikes, picketing or secondary boycotts, and the Company agrees that there will be no lockout.

11.02 The Union further agrees that it will not involve the Company or its operations in any dispute which may arise between any other employer and the employees of such other employer.

11.03 The Company shall have the right to discharge or otherwise discipline employees who take part in any of the activities set out in paragraph 11.01 hereof, but a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as provided in Article 8 hereof.

11.04 Should the Union claim that a cessation of ~~work~~ constitutes a lockout, it may take the matter up with the Company as provided in Step No. 3 of Article 8.

11.05 When encountering a legally constituted picket line at the premises of a customer or at a border crossing when making a delivery or pick-up, a driver may elect not to cross such picket line. He will immediately call the Company dispatch in order to receive instructions regarding disposition of the load.

ARTICLE 12 - SENIORITY

12.01

(a) New employees shall be considered as probationary employees during the first ninety (90) calendar days of employment, and upon completion of the probationary period, said employees' seniority date shall be back dated ninety (90) calendar days.

(b) Students employed for the vacation period (May 1 to October 1 for a period not to exceed 4 months) will not attain seniority. A student subsequently hired on a permanent basis will be treated as a probationary employee. Use form attached in Letter of Understanding.

12.02 The last employee hired shall, in the case of layoff or termination of a job be the first laid off, and the last employee laidoff shall be the first recalled. An employee subject to layoff or recall shall have the right to displace an employee with less seniority provided the employee is capable of performing the work upon assignment.

For the purposes of this Article, the following three (3) Union Officers shall have preferential seniority in the event of layoff, provided that they are qualified to perform the remaining available jobs upon assignment:

- Local Union President
- Local Union Vice President
- Transportation Steward

12.03 Employees who are laid off due to lack of work and subsequently recalled will maintain their original seniority date provided that such employees return to work when notified and subject to the conditions of Subsections 12.04 and 12.05 below.

12.04 Any employee with seniority who has been laidoff for a continuous period of twenty-four (24) months will lose any previously acquired seniority and will only be rehired as a new employee.

12.05 Any employee who has been laid off but who still retains his seniority and who is notified to return to work will lose his seniority unless he

returns to work within seven (7) days after such notification or supplies a reason acceptable to the Company within said seven (7) day period for not reporting. In the event the Company is unable to contact the employee by telephone, the Company will send a notice of recall by registered mail to the last address of the employee shown on the Company's records and shall at the same time send a copy of such letter to the Secretary of the local Union. It shall be the duty of the employee or laidoff person to notify the Company promptly, in writing, of any change of address. If an employee or laidoff person should fail to do this, the Company will not be responsible for failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's records shall be conclusively deemed to have been received by the employee or laidoff person. When an employee loses his seniority as a result of failing to return to work after being recalled from layoff, the Company shall send the employee a letter notifying him of his loss of seniority and a copy of such letter will be sent to the Secretary of the local Union.

A senior laid off employee who is called back to a position other than the position he held immediately prior to his lay off may elect not to exercise his seniority rights with respect to recall provided a qualified junior employee is available to perform the work.

12.06 Any employee shall lose his seniority standing if he voluntarily quits his employment with the Company; if he is discharged for cause and is not reinstated pursuant to the provisions of this Agreement; or if he is absent from work without leave for more than three (3) consecutive working days, unless in the opinion of the Company and the Union, which will not be exercised in an arbitrary manner, there was reasonable justification for such absence.

12.07 Any employee away from work because of sickness who has properly reported such sickness will not have his service record disturbed unless he is away more than eighteen (18) months, after which time he will not accumulate seniority while absent. Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.

12.08 It is the policy of the Company not to temporarily lay off an employee who is off work and on Workers' Compensation. Should layoffs occur because of business conditions, an employee on Workers' Compensation would not be laid off unless he would have been laid off under Article 12.02 of the Collective Agreement had he been at work.

12.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement he shall, for a period of one (1) year, retain the seniority previously acquired and shall be eligible to return to the bargaining unit to a position to be agreed upon by the Company and the Union. If no agreement is reached, the employee in question will return to the bargaining unit as a labourer.

12.10 Seniority lists will be revised each three (3) months, a copy of the list will be posted in the plant, a copy of such seniority list to be furnished to the Union upon request.

12.11 Seniority shall be on a plant wide basis and one seniority list shall be maintained.

12.12 The Company agrees to alter the seniority lists from time to time to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

12.13 The Company will give consideration to seniority when filling job vacancies.

12.14 The Company undertakes to give its employees at least seven (7) days notice of layoff whenever possible.

12.15 Should the Company propose to fill:

(a) a permanent job vacancy, or

(b) a temporary vacancy which the Company knows will exist for not less than sixty (60) days, or

(c) when a temporary vacancy (ies) under (b) above no longer exists, the employee(s) shall return to his former position, notice thereof will be posted by the Company on the bulletin boards for a period of five (5) working days. Seniority employees may apply for such jobs in writing during such five (5) working days on forms provided by the Company. In the filling of these jobs the Company will consider seniority, aptitude and qualifications and the Company will be limited firstly to selecting employees who have made application. If no applicant is deemed to be suitable by virtue of his seniority, aptitude and qualifications, the Company may then consider other employees (including new employees) for the position. During the five (5) working days of posting, the Company may fill the job as it sees fit. Such job postings shall apply only in respect of the original vacancy and the first and second vacancies created by filling such original vacancy, and not to subsequent vacancies.

In addition to the foregoing, an employee will be permitted to bid down to a permanent job vacancy in a lower wage bracket than that of the bidding employee, provided however, that if the bid of such an employee for the particular job vacancy is accepted, he shall be ineligible to bid for any job vacancy for a period of at least six (6) calendar months from the date of such successful bid, unless he receives the consent of the Company to file a bid during such six (6) month period.

In addition to the foregoing, an employee will be permitted to bid laterally to a permanent job vacancy in an equivalent wage bracket than that of the bidding employee, provided, however, that if the bid of such employee for the particular job vacancy is accepted, he shall be ineligible to bid for any job vacancy for a period of at least six (6) calendar months from the date of such successful bid unless he receives the consent of the Company to file a bid during such six (6) month period.

The Company agrees to post all training opportunities. It is agreed that the Company will not be obligated to train employees as Transportation Department Truck Drivers.

If no employees are selected by the above sections, the least senior employees in the labour classification shall be placed on the job(s).

12.16 The Company agrees to provide the Local Union President and Recording Secretary of the Local Union with a copy of each job posting.

12.17 When the Company posts a job vacancy pursuant to Article 12.15 above, the Company will select the successful applicant within three (3) days from the date the posting is removed from the bulletin board, and the posting will be reposted for two (2) days with the name of the employee who is selected to fill the vacancy being indicated thereon.

12.18 An employee(s) whose job classification is permanently discontinued due to technological change or mechanisation will retain their job classification pay rate for a period of ninety (90) days, provided he remains employed.

12.19 Mandatory Retirement

It is mandatory for an employee to retire at the age of sixty-five (65).

ARTICLE 13 - BULLETIN BOARD

13.01 The Company agrees to provide the Union with a Bulletin Board to display notices and advertise meetings of the Union and other material of interest to the members, provided such material has been first submitted to and received the approval of the Company.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 An employee shall **not** suffer loss of seniority because of absence due to sickness or accident, or for any legitimate leave of absence. "Legitimate leave of absence" for reasons other than sickness or accident shall mean an absence from work requested by the employee and consented to by the Management.

14.02 It shall be the duty of every employee to notify the Management promptly of any change of address, and any notice sent by the Company to an employee at his last address as recorded in the records of the Company shall be sufficient and effective notice.

14.03 The Company agrees to grant, where practical, leaves of absence without pay to not more than three (3) members of the Union at any one time for the purpose of attending conferences, conventions and union education courses.

14.04 The Company agrees to notify the Union of all leaves of absence of more than two (2) weeks duration, and to state the names of employees affected and the length of time for which such leave of absence is granted.

14.05 The Union may request that the Company grant a leave of absence without pay up to three (3) days to Union Officers for the purpose of conducting business related to the local Union. Permission shall not be unreasonably withheld and will be subject to the limitation that the leave of absence shall only be granted at a time and in a manner that the effect on the Company's operation and production will be minimized.

14.06 An employee who takes an approved leave of absence in excess of eight (8) weeks other than WCB or WI shall be entitled to vacation pay of 2% of his gross earnings per week of entitlement.

14.07

(a) In the event that an employee is elected as an official of the United Steelworkers of America or appointed by the District Director of the United Steelworkers of America as a Staff Representative of the Union, the employee, upon written request by the International Office of the Union to the Company, will be granted a special leave of absence for the term of his elected office or appointment.

(b) Company service for any such employee as specified above, shall be retained for the period prior to his leave of absence and shall accumulate during such leave.

(c) The Company will extend Group Insurance and Pension Benefits (except Weekly Indemnity and Workers' Compensation) for **six (6)** months provided that any such employee pays the full premium for such coverage. An additional six (6) months extension of coverage will be granted upon written request.

(d) It is agreed that no more than one (1) employee will be granted such special leave at any one time.

(e) If such employee returns to active employment he shall return under the same principle of Article 12.09.

ARTICLE 15 - VACATIONS WITH PAY

15.01 All employees who have been steadily employed by the Company for a period of less than one (1) year prior to July 1st in any year shall be entitled to vacation with pay in accordance with the Employment Standards Act.

15.02

(a) Employees vacation time off will be taken between January 1 and December 31 of the current calendar year. Pay in lieu of time off is not permitted. An employee will be eligible for vacation and vacation pay if he has worked any portion of the vacation year (i.e. **July 1** - June 30).

(b)

Years of Service as of July 1	Vacation Time Off	Vacation Pay Entitlement
1	2 weeks	(Each week paid at the
5	3 weeks	(greater of 40 hours x
10	4 weeks	(the employees bid-in
18	5 weeks	(classification rate or
24	6 weeks	(2% of gross earnings (including WCB (or WI payments.

(c) Vacation pay is calculated based on two separate calculations (per Article 15.02a)

Calculation I - Each week paid at forty (40) hours times the employees base rate

Calculation II - Two percent (2%) of gross earnings per week of entitlement

(d) Vacation pay (based on Calculation I) will be issued to employees at the time they take vacation throughout the year, and will be included and form part of the regular bi-weekly payroll, and will be treated as a wage continuance.

(e) Vacation pay will be calculated based on earnings from the prior July 1st to June 30th period, as per Article 15.02a.

(f) Dual calculation for vacation pay purposes will be prepared in December of each year.

(g) Outstanding vacation pay and the difference between Calculation I and Calculation II will be paid on the last pay of each year.

(h) Vacation pay will not be issued in advance.

15.03 Vacations must be taken in the year they are earned except when a special request is made by the employee and agreed to by the Company to carry forward vacations into the following year only. A vacation bid sheet will be posted by the Company on January 1 and the vacation schedule will be finalized by April 15. Any vacation weeks not requested after this period may be scheduled by the Company. The Company will also endeavour, wherever possible, to give employees a reasonable choice of vacation dates in accordance with seniority. Once a seniority employee has made a choice of vacations, a schedule change may be made, provided it does not disturb the vacation schedule of other employees.

If an employee is required to work any portion of his scheduled vacation, he will be re-scheduled off work within a reasonably close period of time, a date to be mutually agreed upon.

15.04 Employees with **five** or six weeks vacation may have one week's vacation scheduled by the Company with three weeks notice prior to the commencement of the vacation.

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

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

ARTICLE 16 - HOLIDAYS

16.01 Employees shall be paid for the following holidays:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Floater
	Floater

subject to the following regulations:

(a) When a holiday occurs on a Saturday, the Company will normally observe such holiday on the Friday immediately preceding such Saturday. When a holiday occurs on a Sunday, the Company will normally observe such holiday on the Monday immediately following such holiday. The parties recognize, however, that the foregoing may be varied when necessary to co-ordinate with the construction or steel industry.

(b) Employees who have been in the continuous employ of the Company for a period of thirty (30) days **and** who normally would have been scheduled to work those days on which the holiday falls will be eligible. An employee whose day off falls on the holiday shall be eligible for holiday pay.

(c) An employee must have worked his full shift the work day preceding the holiday and his full shift the work day following the holiday to be eligible, provided, however, that an employee who is absent either his full work shift the work day preceding the holiday or his full shift the work day following the holiday shall not be disqualified from receiving holiday pay provided he furnishes the Company with a reasonable excuse acceptable to the Company for such absence. An employee who is scheduled to work on a holiday which is part of his normal schedule must work the holiday in order to receive holiday pay unless he presents a reasonable excuse acceptable to the Company.

(d) When an employee works a statutory holiday he will be allowed the option of a day off in lieu. A form will be provided by the Company so that the supervisor can approve (before the holiday) the request for a lieu day.

16.02 If a holiday occurs during an employee's vacation, the employee shall have the option of a lieu day, if he wishes it. The time of the lieu day shall be arranged between the employee and the Company.

16.03 In addition to the holiday pay as provided for in Article 16 an employee who works on such holiday shall receive time and one-half (1-1/2) his regular rate of pay for all time worked.

ARTICLE 17
- REPORTING ALLOWANCE

17.01 When an employee reports for work on time on his regular shift unless previously notified or is called into work he shall be paid for not less than four (4) hours at his regular day rate provided he reports promptly to his immediate supervisor and accepts such work as he may be directed to by his immediate supervisor. If he refuses such work he shall not be entitled to pay hereunder.

17.02 A minimum of four (4) hours at time and one half (1-1/2) will be paid for an employee called into work in an emergency at other than his regular scheduled working hours.

ARTICLE 18 - HEALTH & SAFETY

18.01 The Company shall make provisions for the safety and health of the employees during the hours of their employment consistent with the Occupational Health and Safety Act and the Regulations for Industrial establishments - May 1995 and the Occupational Health and Safety Act and regulations for Mines and Mining Plants - June 1994, and consistent with Redland Quarries Inc. current Dundas facility Health and Safety Manual. Notwithstanding possible changes to future Legislation related to Health and Safety in the workplace, the Company and the Union will continue to strive for the highest standard of health and safety and are committed to working together to attain this goal. It is our belief that through educational programs, joint investigations of problems and resolutions thereof, that mutual rewards shall result and that the workplace shall be safer and healthier for all employees.

18.02 An employee who is injured at work and loses time as a result of seeking medical attention shall not suffer the loss of earnings from his scheduled shift on the day of the injury. The employee will return to work after treatment if permitted to do so by the attending physician.

18.03 There shall be a joint Health & Safety Committee composed of four **(4)** employee representatives selected by the Union and four **(4)** Company representatives selected by the Company, and they shall meet monthly. All employees will be instructed to discuss their problem with their immediate supervisors before bringing it to the attention of the joint Health & Safety Committee. Only health and safety issues shall be discussed at the joint Health & Safety Committee meeting. The joint Committee will function in accordance with the requirements of the Occupational Health and Safety Act.

18.04 Throughout the term of this Agreement the joint Health & Safety Committee shall meet and in addition to the functions described by the Health and Safety Act, recommend the education and training required, implement joint inspection programs, and address matters related to applicable legislation.

18.05 The Company will reimburse seniority employees for up to One Hundred and Twenty Dollars (\$120) in a twenty-four (24) month period towards the cost of prescription safety glasses provided a receipt is submitted. Replacements will be provided only where requested. Employees must wear safety glasses while at work.

18.06 MEDICAL EXAMINATION

Employees who operate heavy mobile equipment as part of their regular duties are required to take a medical examination of fitness prior to March 31st of each year.

All employees transferred, returning from layoff or new employees requiring the regular operation of heavy mobile equipment are required to submit to a medical examination prior to starting such a position.

The attending physician will be requested to provide a statement in writing confirming the employee's ability to safely operate this equipment from a physical health perspective.

For the purpose of this Article "heavy equipment" will include haul trucks, primary loaders, yard loaders, yard trucks and hydraulic crane.

The cost of these medical examinations and statements will be paid by the Company. The employee reserves the right to select their own medical examiner or physician.

**ARTICLE 19 - GROUP INSURANCE,
WEEKLY INDEMNITY
HOSPITALIZATION AND
MEDICAL INSURANCE, DENTAL**

19.01 Group Insurance

The Company will pay one hundred percent (100%) of the premiums of the following welfare insurance program on behalf of seniority employees who are actively at work, commencing the first of the month following the month in which they attain seniority:

i) *O.H.I.P.*

While on Compensation, the seniority employee will continue to be enrolled in the Company's Group Insurance Program, except for Weekly Indemnity.

ii) Group Life Insurance (term)

- \$25,000 - Effective May 1, 1997.
- \$26,000 - Effective May 1, 1998.
- \$27,000 - Effective May 1, 1999.

Accidental Death & Dismemberment

- \$25,000 - Effective May 1, 1997.
- \$26,000 - Effective May 1, 1998.
- \$27,000 - Effective May 1, 1999.

Retirement Life

- \$3,000 Effective May 1, 1997

iii) Benefits payable under the Weekly Indemnity program will be equal to the maximum **benefit available from U.I.C. (sixty (60%) of** maximum insurable earnings).

Benefits will commence upon the first day of non-compensable disability due to accident or sickness if hospitalized and the fourth day of non-compensable disability due to sickness. The maximum benefit payment period for one period of disability shall be twenty-six (26) weeks. Employees shall become eligible for Weekly Indemnity benefits on the first day of the month following the month in which they attain seniority.

While on Weekly Indemnity, the seniority employee will continue to be enrolled in the Company's Group Insurance Program.

An employee whose disability continues past twenty-six (26) weeks shall remain enrolled in the Company's Group Insurance Program for a further maximum twenty-six (26) weeks.

The benefits payable under the Weekly Indemnity plan are in lieu of any sick benefits available under Unemployment Insurance. Any reduction in U.I.C. premium, including the employee's portion, received by the employer will be shared through improved benefits.

50
iv) **Major Medical and Semi-Private Coverage:**

Major medical plan including semi-private coverage - twenty-five dollar (\$25.00) deductible - no co-insurance - maximum ten thousand dollar (\$10,000) on a three (3) year revolving basis in accordance with the terms and conditions of the insurance policy. Benefits and exclusions to be given to the Union and employees.

v) **Dental Plan** - no deductible, O.D.A. fee schedule to lag one year on a calendar year basis in accordance with the terms and conditions of the insurance policy. Basic Coverage (Preventative, Diagnostic, Emergency services) - no co-insurance, no lifetime maximum benefit.

Endodontic Coverage (Restorative/ Surgical services) - no co-insurance, no lifetime maximum benefit.

Orthodontic Coverage - provided on a fifty percent (50%) co-insurance basis, for dependent children under the age of nineteen (19) years, subject to a five hundred dollar (\$500) lifetime maximum per dependent child.

vi) The Company's obligation under this Article 19 shall be to obtain the insurance from an insurance company **on a standard**, but not substandard, risk basis and to pay the premiums in accordance with the provisions hereof. The terms of any contract issued in respect hereof by an insurance agency shall be controlling in all matters pertaining to the existence and extent of benefits and conditions. If the Company changes insurance carriers the conditions contained in the insurance policy shall not be changed without the written consent of the Union.

vii) For employee(s) laid off during the winter months, the Company will continue to cover the employee(s) to the end of the month in which they are laid off for Dental Insurance, Family Eyeglass Insurance and Weekly Indemnity, plus an additional two (2) months for OHIP, Group Life Insurance, AD&D Insurance.

viii) For employee(s) recalled from layoff, the Company will cover the employee(s) for OHIP, Group Life Insurance, AD&D Insurance, Weekly Indemnity, Dental Insurance, and Family Eyeglass Insurance on the date they actually return to work.

ix) A Family Eyeglass Program will reimburse seniority employees for up to One Hundred and Twenty **Dollars** (\$120) maximum per family member every two years including contacts (no tints) with no deductible.

19.02 Pensions:

Commencing on April 23, 1978, a pension plan was introduced under which employees contributed four percent (**4%**) of gross earnings, less mandatory Canada Pension Plan contributions. The annual pension benefit at normal retirement date will be equal to fifty percent (50%) of accumulated employee contributions under the new plan.

Employees retiring after April 23, 1997, shall be entitled from the Company plans to a minimum monthly pension of thirty-six dollars (\$36.00) per month per each year of service, (thirty-eight dollars (\$38.00) April 23, 1998 and forty dollars (\$40.00) April 23, 1999).

Seniority employees may retire at age sixty (**60**) with an actuarially unreduced pension if they so elect. Employees electing unreduced early retirement from above will continue to have their O.H.I.P. and Major Medical paid by the Company until age sixty-five (65). When calculating an employee's Company pension, pensions from the current and all prior plans will be considered.

A sixty percent (60%) Joint and Survivor annuity is in effect for married employees at time of retirement at no cost to the employees.

The plan will conform to the Ontario Pension Benefits Act and Regulations as well as the **Regulations set out for** such plans by the Department of National Revenue (Taxation). A booklet describing details of the plan is available to employees.

The Company agrees that upon written authorization from an employee(s), to deduct from the pay of an employee(s) any authorized amount of money and to forward such monies no later than the fifteenth (15th) of the month following to the administrator of the District 6 savings Plan. It is understood and agreed that the Company will only be required to forward such payments to one place.

Pension benefits accrued under prior plans to April 23, 1978, will remain unchanged. In the event of discontinuance of the Plan, the assets comprising the Fund shall be used and applied for the benefit of persons who have or who otherwise might have become eligible for benefits under the Plan in such an equitable manner as the Trustees in consultation with the actuary may, in their discretion, determine in accordance with the intent and purpose of the Plan, except that no such discontinuance shall result in any person receiving a benefit exceeding that set out in Section 6.04 of the plan document except as provided here below. Fifty percent (50%) of any part of the Fund which is not required to provide

such benefits shall revert to the benefit of the Affiliated Companies, and the balance of any part of the Fund which is not required to provide such benefits shall revert to the benefit of the members in the form of increased pension benefits, subject to compliance with the Ontario Pension Benefits Act and regulations thereunder and any other applicable laws and regulations, provided, however, that no part of the Fund may revert to either party until provision has been made for all pensions and other benefits with respect to service up to the date of such discontinuance to Members, Deferred Pensioners, Pensioners, dependants and estates.

19.03 *Safety* Boots:

For seniority employees, the Company will contribute effective April 23, 1997, eighty-five dollars (\$85.00), effective April 23, 1998, ninety dollars (\$90.00), twice yearly towards cost of boots purchased during the current year. Employees must furnish the Company with the receipt obtained when purchasing safety boots, if such boots are not purchased through the Company. Employees must wear safety boots at all times while at work.

ARTICLE 20 - NEW JOBS

20.01 When new jobs are created the Company will, within thirty (30) production days of such new job, fix a rate of pay for the work and advise the Union of the rate. If the Union does not agree with the rate of such job, a meeting will be held at the Union's request. If no agreement is reached at such meeting, the Union may within five (5) days thereof refer the matter to arbitration as provided in this Agreement. If the Union does not request such meeting within seven (7) days of being advised of such new rate, or if the Union does not refer the matter to arbitration as aforesaid, as the case may be, the Union shall be deemed to have accepted the rate established by the Company. When the nature of an existing job is substantially changed and the Union wishes to discuss it, a meeting will be held at the Union's request. If a dispute arises respecting the rate for the job which has been substantially changed, and if no agreement is reached in respect thereof at such meeting, the Union may within five (5) days thereof refer the matter to arbitration as provided in this Agreement. If the Union does not request such meeting within seven (7) days of being advised of such new rate or if the Union does not refer the matter to arbitration as provided aforesaid, as the case may be, the Union shall be deemed to have accepted the rate established by the Company.

ARTICLE 21
- TEMPORARY TRANSFERS

21.01 An employee who, for the convenience of the Company, is temporarily transferred to another classification in which the rate of pay is different to that in effect in such employee's regular classification, shall be paid while so employed as follows:

a) If the rate of pay for the job to which he is temporarily transferred is less than the employee's regular pay for the job from which he has been so temporarily transferred he shall, during such temporary transfer, receive the higher rate of pay.

b) If the rate of pay for the job to which he is transferred is higher than the employee's regular pay for the job from which he has been so transferred, he shall receive the higher rate of pay for the job to which he is temporarily transferred while employed in that classification.

c) In filling temporary vacancies for higher classifications anticipated to be greater than thirteen (13) days but less than ~~sixty~~ (60) days the Company will offer the available position to the most senior qualified employee provided that qualified replacements are immediately available for subsequent positions. **As** an alternative to this, the Company will pay the most senior qualified employee the rate of the temporary vacancy.

21.02 An employee who, for the convenience of the employee, or to avoid layoff, is temporarily transferred to another classification, shall be paid as follows while employed in that classification:

a) If the rate of the classification to which he is transferred is less than his own rate, he shall be paid the rate of the classification.

b) If the rate of the classification to which he is transferred is more than the rate of the employee's own classification, the employee shall be paid the higher rate.

21.03 When a temporary transfer is necessary due to a work force reduction within a job classification, the Company will allow the senior employee first choice on accepting the temporary transfer or remaining in this classification.

ARTICLE 22 - MISCELLANEOUS

22.01 Bereavement:

The Company agrees to pay up to three (3) shifts bereavement pay to an employee who attends the funeral of his immediate family, or up to two (2) shifts for employees working twelve hour shifts. Immediate family includes parent, parent-in-law, grandparent, grandparent-in-law, spouse, child, brother, sister, brother-in-law, or sister-in-law, and grandchild. Such shifts bereavement pay will be inclusive of the day of death and the day of the funeral. The employee shall not be paid bereave-

ment pay for time absent or when the death occurs on weekends or holidays or during vacation or leave of absence. The company agrees to pay one (1) shift bereavement pay to a seniority employee for observance of death in his immediate family when he is unable to attend the funeral.

22.02 Jury Duty:

If an employee is required to serve on jury duty or to appear as a crown witness, the Company agrees to pay the difference between such jury pay and the employee's normal day's pay for those days on which the employee loses time at work as a result of jury duty and provided that the employee reports for work immediately upon being released from jury duty.

22.03 Meal Allowance:

When an employee is required to work three (3) hours or more of overtime continuous with the end of his regular shift and has not been advised by the day before, the Company will endeavour to provide a suitable meal for the employee.

**ARTICLE 23
- TRANSPORTATION DIVISION**

23.01 The conditions of service relating to the Transportation Department shall appear as Schedule "C" to the Collective Agreement.

ARTICLE 24 - DURATION



24.01 This Agreement shall become effective on the 23rd day of April 1997 and shall remain in full force and effect until the 22nd day of April 2000 and shall continue to operate for successive terms of one (1) year unless either party gives to the other party written notice of its desire to bargain with a view to the renewal of the Agreement or the making of a new Agreement. Such written notice may be given within the period of three (3) months before this Agreement ceases to operate or during a similar three (3) month period at the end of each year that this Agreement continues to operate.

DULY EXECUTED by the parties hereto at the City of Hamilton as of the day and year first above written.

FOR THE COMPANY:

- C. Boogers
- J. Evans
- F. Toffoli
- D. Taylor

FORTHEUNION:

- S. Walker
- J. Greathead
- C. Scibetta
- R. Wyatt
- D. Skalba

SCHEDULE "A" RATE STRUCTURE

	Effective Apr.23/97	Effective Apr. 23/98	Effective Apr. 23/99
Production & Service Grades:			
GRADE 1.	\$19.20	\$19.60	\$20.00
Rotary Kiln Operator			
Chargehand			
Letourneau Loader			
Crane Operator			
GRADE 2.	\$18.20	\$18.60	\$19.00
Oil Plant Man			
Shipper			
Driller/Blaster*			
Stone Man			
Aggregate Process Operator			
Drying Plant Operator			
Kilns Ancillary Operator (Shifts)			
Primary Crusher			
Landfill Operator			
Senior Utility Man			
Portable Plant Operator			
Euclid R170 Truck Driver			
GRADE 3.	\$17.51	\$17.91	\$18.31
Silo Operator			
Bulldozer Operator			
Front End Loader			
Utility Man			
Truck Driver - 50 ton +			
Wash Plant Operator			
Grader Operator			
Tractor Trailer Driver			
Blaster 11			
Heavy Mobile Equipment Operator			
GRADE 4.	\$17.15	\$17.55	\$17.95
Cone Crusher Operator			
Yard Truck Driver			
Aggregate Plant - Loadout Operator			
Plant Operator's Assistant			
Packaging Operator			
GRADE 5.	\$16.99	\$17.39	\$17.79
Labourer. Watchman			

	Effective <u>Apr.23/97</u>	Effective <u>Apr. 23/98</u>	Effective <u>Apr. 23/99</u>
STUDENT RATE	75%	75%	75%
Maintenance Grades:			
GRADE 0.	\$19.99	\$20.39	\$20.79
Journeyman Craftsman <i>(after successful completion of ICS Program & receiving journeyman certification*)</i>			
GRADE 1.	\$19.63	\$20.03	\$20.43
Millwright Fitter <i>(after successful completion of Section M1 in ICS Program*)</i>			
Electrician			
Instrument Technician			
Heavy Equipment Mechanic			
Mobile Equipment Parts Co-ordinator			
GRADE 2A	\$19.26	\$19.66	\$20.06
Welder A <i>(after successful completion of Section M2A in ICS Program*)</i>			
GRADE 2.	\$18.88	\$19.28	\$19.68
Maintenance Mechanic			
Machinist			
Welder <i>(after successful completion of Section M2 in ICS Program*)</i>			
Instrument Trainee			
Electrical Trainee			
GRADE 3B.	\$18.53	\$18.93	\$19.33
Maintenance Helper B <i>(after successful completion of Section M3B in ICS Program*)</i>			
GRADE 3A.	\$18.18	\$18.58	\$18.98
Maintenance Helper A <i>(after successful completion of Sections A3 & M3A in ICS Program*)</i>			
GRADE 3.	\$17.83	\$18.23	\$18.63
Maintenance Helper			

**Orequivalent training or course work*

GROUP LEADER

When appointed he shall report directly to the Supervisor of a department or to management, as the case may be. The Leader shall not be involved with the formal disciplinary procedures of the Company, but will be responsible on shift for the effective direction of the workforce or tasks assigned to him. The Company reserves the right to select on the basis of skill and ability to provide leadership. Once selected, if the Leader is not proving satisfactory to the Company he can be discontinued in that capacity and shall then revert to his former status.

Where the Company appoints a Group Leader, he shall receive a premium of fifty cents (50/c) per hour above the rate of his classification while serving in such capacity.

GRADE 0

When appointed he shall be a Licensed Craftsman or **an** individual considered by the Company to have suitable experience comparable to a journeyman.

TOOL ALLOWANCE

An annual tool allowance of one hundred and twenty-five dollars (\$125) will be paid to employees bid-in Maintenance Classifications MO, M1, M2, M3 who have and maintain tools for use in conjunction with their classification. Employees must furnish receipts. Tool allowance will be increased to one hundred and fifty

dollars (\$150) effective April 23, 1992 and to one hundred and seventy-five dollars (\$175) effective April 23, 1993.

** Tool Allowance Applies*

SCHEDULE "B"
COST OF LIVING ALLOWANCE

All seniority employees covered by this Agreement shall be eligible to receive a Cost Of Living Allowance in accordance with the following:

Year 1 - May 1, 1997 - April 30, 1998

1. The Consumer Price Index for Canada (CPI 1971 = 100) shall be used to determine the C.O.L.A. payment and a 1/c adjustment shall be made for each 0.4 change in the CPI.
2. The CPI for the month of March 1997, shall be the Base Month for calculating the C.O.L.A. payment during the first year.
3. The CPI for the months of June 1997, September 1997, December 1997, and March 1998, will be compared with the CPI of the Base Month. Before any C.O.L.A. payment will be made, the CPI for these months must have exceeded the CPI at the Base Month by three percent (3%).
4. The C.O.L.A. payment to be made, if any, will be made quarterly on a separate cheque for hours worked during the three (3) months prior to June

30, 1997, September 30, 1997 and March 31, 1998 respectively. For example, if C.O.L.A. payment is to be made following publication of the CPI for June 30, 1997, it will be made for hours worked during April, May, and June 1997. And so on for any subsequent payments to be made.

5. There shall be a maximum payment of 60/c per hour under the C.O.L.A. provision.

Year 2 - May 1, 1998 - April 30, 1999

1. The Base Month for the second year will be the CPI figure for March 1998.

2. The CPI for the months of June 1998, September 1998, December 1998, and March 1999 will be compared with the CPI of the Base Month. Before any C.O.L.A. payment will be made, the CPI for these months must have exceeded the CPI at the Base Month by three percent (3.0%).

3. In the second year, the C.O.L.A. payment to be made, if any, will be made quarterly on a separate cheque for hours worked during the three (3) months prior to June 30, 1998, September 30, 1998, December 31, 1998 and March 31, 1999, respectively. For example, if a C.O.L.A. payment is to be made following publication of the CPI for June 30, 1998 it will be made for hours worked during April, May and June 1998. And so on for any subsequent payments to be made.

4. There will be a maximum payment of 60/c per hour under this C.O.L.A. provision.

Year 3 - May, 1999 - April 30, 2000

1. The Base Month for the third year will be the CPI figure for March, 1999.

2. The CPI for the months of June 1999, September 1999, December 1999 and March 2000 will be compared with the CPI of the Base Month. Before any C.O.L.A. payment will be made, the CPI for these months must have exceeded the CPI at the Base Month by three percent (3.0%).

3. In the third year, the C.O.L.A. payment to be made, if any, will be made quarterly on a separate cheque for hours worked during the three (3) months prior to June 30, 1999, September 30, 1999, December 31, 1999, and March 31, 2000 respectively. For example, if a C.O.L.A. payment is to be made following publication of the CPI for June 30, 1999, it will be made for hours worked during April, May and June 1999. And so on for any subsequent payments to be made.

4. There will be a maximum payment of 60/c per hour under this C.O.L.A. provision.

General

1. The C.O.L.A. will not be incorporated into the basic wage rates (except as specified in this Agreement) and shall only be paid for hours worked and will not be used as a basis for calculating overtime pay.
2. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Consumer Price Index.
3. Should the Consumer Price Index in its present form based on the formula 1971 equals one hundred (100) become unavailable, the parties shall reach a mutual agreement to adjust this Article to an equivalent formula.
4. If there is a decrease in the CPI on the quarterly comparison with the Base Month, the C.O.L.A. payment will be reduced on the same basis as the increases provided herein except that the basic wage rates shall not be reduced.
5. Employees in the Transportation Division will be covered by C.O.L.A. provisions for hours worked up to eight (8) hours per day. When paid on a mileage basis, the C.O.L.A. adjustment will be .02/c per mile driven for each 0.4 increase in the CPI.

SCHEDULE "C"

**TRANSPORTATION DIVISION
CONDITIONS OF SERVICE**

By agreement between the Company and the Union, the following conditions of service shall apply to the Transportation Division.

1. General

a) All provisions in the Collective Agreement shall apply to Transportation except as modified by Schedule "C".

b) The Transportation Division will encompass tractor trailer drivers who drive Company owned or leased vehicles away from the Company's premises.

2. Job Vacancies

Vacancies within the Transportation Division will be filled in accordance with Article 12.15 of the Collective Agreement. Qualifications will appear on job postings. Once an employee has been awarded a job through the posting procedure, those practices and procedures with respect to trial period and return to former position which apply in the other divisions at Flamborough will apply to the Transportation Division.

3. Classifications

There will be two job classifications within the Transportation Division: Permanent and Temporary Transport Driver.

4. Rates of Pay

All drivers will be classified under Grade 3 of Schedule "A" in the Collective Agreement and will be paid in accordance with that schedule whenever hourly rates apply.

Deliveries will be divided into two categories:

1) "Local Runs" and 2) "Highway Runs". Local runs will be those deliveries made within a radius of one hundred (100) miles of the Quarry. Highway runs will be those deliveries made outside the one hundred (100) mile radius.

When on "local runs", drivers will be paid the greater of their hourly rate or nineteen percent (19%) of the basic freight rate as set out on the rate schedule and the "zone map". Commissions will be earned on freight rate increases other than those due to fuel surcharges.

When on "highway runs" drivers will be paid a mileage rate as follows:

	Apr. 23/93
Tandem/Tridem/Tractor Trailer	.3791
Donkey/Mule Train Combinations	.3943

If a vehicle breaks down when on "Highway Runs", the driver will revert to the hourly rate. On **job site situations where there are delays**, the hourly rates will become applicable upon notification to the dispatcher. Drivers will be paid the greater of the mileage rate or the hourly rate.

5. Hours of Work

The hours of work provisions of the Collective Agreement shall not apply to the Transportation Division whose hours of work shall be established separately in accordance with the available work. When work is not available on any given or part day, drivers may work in other departments where work is immediately available. Drivers must go through their immediate supervisor for this request. In addition to this the current layoff procedures apply. Overtime loads will be given to the senior driver on site.

This section is not to be construed as a guarantee of hours of work per day or per week.

Normally the work week will consist of successive shifts from 12:01 a.m. Monday to 11:59 p.m. Saturday.

Temporary Transport drivers will have no defined normal work week but shall be on call.

When a Transport Driver works five (5) successive shifts and is requested to work a sixth consecutive shift, he shall be paid at the rate of time and one-half (1-1/2) his rate for the sixth shift.

Work on Sundays will be paid for at the rate of double time. The shift premium provision of the Collective Agreement (Article 4.05) will not apply to the Transportation Division.

Time and one-half (1-1/2) the straight time hourly rate will be paid following nine (9) hours after the driver's starting time, for which percentage and/or mileage rates do not apply.

Fifteen (15) minutes at the start and fifteen (15) minutes at the end of each shift will be allowed at straight time hourly rates for checking the truck at the beginning of each shift and refuelling and checking the truck at the end of each shift. This allowance will only apply if the driver is on other than the hourly rate.

The maximum number of consecutive hours worked shall be in accordance with the requirements of the "National Safety Code" and any other governing legislation pertaining to the transportation industry.

6. Meal Allowances

The meal allowance provision outlined in Article 22.03 of the Collective Agreement shall not apply to the Transportation Division. When a driver is required to work twelve (12) hours or more the Company will pay to the employee a meal allowance of twelve dollars (\$12.00). The meal allowance will not apply if the driver receives an overnight allowance for the trip.

7. Back Haul Rates

When drivers are **working** on a percentage basis, that percentage will apply to back hauls.

When drivers are working on a mileage basis, a flat rate twenty dollars (\$20.00) per back haul shall be paid.

8. Travel Advance

When drivers are required to stay overnight, the Company will provide seventy-five dollars (\$75.00) to cover out-of-pocket expenses. Upon the driver's return to the scalehouse, an expense report shall be filled out including all receipts. Any monies under seventy-five dollars (\$75.00) not covered by receipt shall be returned to the Company. Any monies over the seventy-five dollars (\$75.00), which are supported by receipts and are justified and approved by the Company will be reimbursed.

9. Road Tests

All road tests will be administered by a Management employee of the Company or an individual from an outside firm to be selected by the Company.

10. Transportation Highway Regulations

All transport drivers will be required to adhere to all applicable laws, rules and regulations governing the safe operation of the vehicle they are operating and relating to the transportation industry. (i.e. Highway Traffic Act, Commercial Vehicle Operator's Registration, National Safety Code,

Truck Transportation Act, etc.). No driver shall be required to break that law in the performance of his duties as a driver.

11. Group Leader

Where the Company appoints a Group Leader, he shall receive forty dollars (\$40.00) a week above his pay while serving in this capacity.

12. Discipline

Discipline will be prompt and timely following expeditious investigation of the incident.

13. Holiday Pay - On-Call Truck Drivers

On-call truck drivers shall be eligible to receive payment for holidays listed under Section 16.01 of the Collective Agreement on the following basis:

1. To be eligible for holiday pay, On-Call Drivers must have worked twelve (12) days during the twenty-eight (28) days preceding the holiday.
2. On-Call Drivers satisfying No. 1 who do not work the day before and the day after the holiday shall be paid holiday pay.
3. On-Call Drivers satisfying No. 1 who work the day before and the day after the holiday shall be paid holiday pay unless they are called for work on these days and do not report. It is the responsibility of On-Call Drivers to be available if required by the Company.

SCHEDULE "D"
TRAINING AND JOB SELECTION

(a) Training- Layoff

In the case of layoff, where the reduction in the work force would be out of order in seniority, the Company will provide, prior to the layoff, training to senior employees in order to allow them to displace junior employees under the following conditions:

- i) The period of layoff must be greater than two weeks.
- ii) The senior employees must have two years or more seniority.
- iii) Employees are only eligible for training for one (1) position. However, if the job in which the training is provided discontinues, another training opportunity will be given.
- iv) Training is limited to positions at or below Grade 3 as outlined in Schedule "A" - Rate Structure.

b) General Training including that for layoffs.

All training in addition to that provided for layoffs will be subject to conditions outlined in the following paragraphs:

The Company shall establish the length and format of the training period and shall determine the employee's acceptability for the position

upon completion of the training. Training will be on an equal and equitable basis.

Once the training opportunity is started the employee must complete the training unless mutually agreed between the Company and the employee.

(c) Procedure for Promotion
Progression At Lime &
Aggregates Operations:

Employees will normally progress in the manner pictured in Appendix 1 "A" (Lime Operations) and in Appendix 1 "B" (Aggregates Operations).

In anticipation of future openings, the Company will canvas employees at both operations of its intention to conduct training programs for all jobs at Grade 4 level and above.

Employees will have the opportunity of electing training in any area. Trainees will be selected on the basis of seniority, aptitude and qualifications.

The training will be offered subject to business conditions and economic limitations.

When vacancies arise and the jobs are posted, first consideration will be given to those employees who have been trained.

As per the Collective Agreement, the seniority of those trained persons will also be a factor.

25

Lime Operation

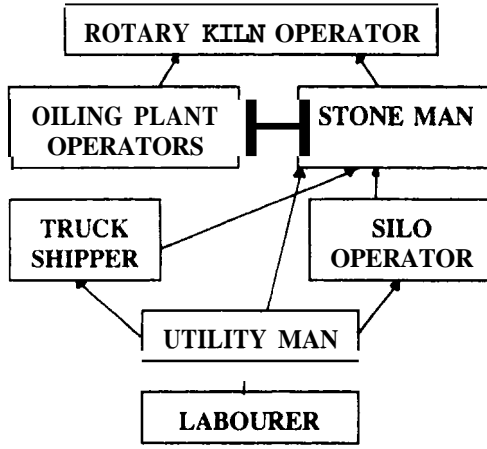
In recognition that Shift Operators are not required to progress from Relief Man through to the Rotary Kiln Operator, it is agreed that each shift team shall consist of, in addition to the Rotary Kiln Operator, at least one other operator fully qualified as a Rotary Kiln Operator.

If a vacancy should occur at the Lime Operation that he is a trained and approved Kiln Operator and worked either as an Oiling Plant Operator or Stone Man for a minimum of one year, then seniority shall apply.

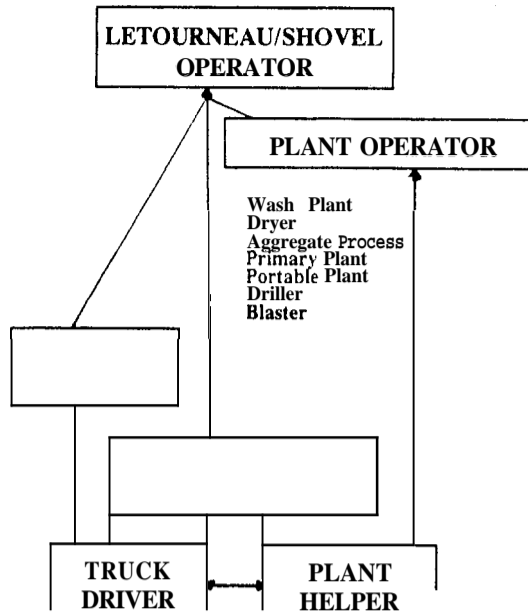
MAINTENANCE TRAINING PROGRAMS

The Company agrees to pay for seventy percent (70%) up front and the thirty percent (30%) the employee pays will be refunded upon successful completion of each stage of the ICS Program. All other maintenance training approved by the Company will be reimbursed at fifty percent (50%) up front and fifty percent (50%) upon successful completion.

APPENDIX 1 "A"
LIME OPERATIONS



APPENDIX 1 "B"
AGGREGATE OPERATIONS



**APPENDIX 2
TWELVE HOUR SCHEDULE**

Crew A	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Week 1	D	D	X	*	N	N	N
Week 2	X	X	D	D	X	X	*
Week 3	N	N	X	*	D	D	D
Week 4	X	X	N	N	X	X	*

Crew B	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Week 1	N	N	X	*	D	D	D
Week 2	X	X	N	N	X	X	*
Week 3	D	D	X	*	N	N	N
Week 4	X	X	D	D	X	X	*

Crew C	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Week 1	X	X	D	D	X	X	*
Week 2	N	N	X	*	D	D	D
Week 3	X	X	N	N	X	X	*
Week 4	D	D	X	*	N	N	N

Crew D	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Week 1	X	X	N	N	X	X	*
Week 2	D	D	X	*	N	N	N
Week 3	X	X	D	D	X	X	*
Week 4	N	N	X	*	D	D	D

* Denotes day for which overtime is paid at double time under Article 4.04(e).

LETTER OF UNDERSTANDING

It is understood that “Department” as used in the body of the Labour Agreement shall mean:

- (1) Lime Operation
- (2) Aggregate Operation
- (3) Maintenance
- (4) Landfill
- (5) Transport

LETTER OF UNDERSTANDING

It was agreed to have a joint Management/ Union committee of three (3) members each to meet, discuss, and propose programs to deal with Safety & Health training and referral of employees to medical clinics. The committee will commence meetings within **five** (5) months of ratification.

**LETTER OF UNDERSTANDING
TRAINING**

The Union and the Company agree to form a **six** member Committee consisting of the Manager of Training and Development, Lime Plant Manager or his delegate, Quarry Manager or his delegate, the Union President, plus one Union delegate from each of the Quarry and the Lime Plant. The staff representative of the Union may attend these meetings at the request of either party.

The Committee will review the existing training procedures and recommend alternatives based on task training requirements.

This work to be completed by August 30, 1997.

LETTER OF UNDERSTANDING

The Company and the Union have previously established a Maintenance Training Committee consisting of three (3) representatives from each party. The following items were previously agreed.

- (1) A system of entry will mandate automatic progression based upon agreed minimum and maximum time periods between each progression.
- (2) Additional training opportunity beyond the current established program.
- (3) Red circling of employee(s) currently in the department who do not wish to continue to advance.
- (4) Future employee(s) entering the department must progress or be returned to labour classification unless the Company and Union agree otherwise.
- (5) Other items may be introduced to the Committee for discussion.

**LETTER OF UNDERSTANDING
STEELWORKERSHUMANITY FUND**

The Company agrees to deduct on a voluntary basis forty cents (40/c) per week from all employees who wish to contribute to the Union's "Humanity Fund".

These funds to be sent to:

"Humanity Fund"
United Steelworkers of America
National Office
234 Eglinton Avenue East
Toronto, Ontario
M4P 1K7

LETTER OF UNDERSTANDING CONTRACTING OUT

Goals and Objectives

The Company recognizes the Union's concerns over job security regarding the contracting out of Bargaining Unit work. The Company will, where efficient and cost effective, make its best effort to utilize Bargaining Unit employees.

Contracting Out Committee

A committee composed of three (3) representatives selected by the Union and three (3) representatives selected by the Company, will meet quarterly if required and during periods of lay off the committee will meet not more frequently than every two weeks to consider cost effective alternatives to contracting out.

In order to give effect to the Goals and Objectives, the Committee will review information with respect to current and any need to contract out work. In assessing this information, the Committee will be obliged to consider the following:

- a) Location of the work as well as whether such work will be contracted out inside or outside the Dundas location.

- b) The type of contract work:
 - i) Service
 - ii) Maintenance
 - iii) Major Rebuild
 - iv) New Construction
- c) Trades or occupation to be involved.
- d) Estimated duration of work.
- e) Anticipated utilization of Bargaining Unit employees either in conjunction with or peripheral to the contract work to be performed.
- f) Availability of Bargaining Unit employees.
- g) Description of work.
- h) Effect on operations if work not completed in a timely fashion.
- i) Economic and financial rationale.

Lay Offs

The Company will give consideration to employees on layoff as an alternative to contracting out, provided they have demonstrated qualifications to perform all tasks and the Company does not incur additional costs, or jeopardizes delivery schedules or quality.

This Committee will also discuss the assignment of overtime during periods of lay off and review the effective and efficient utilization of laid off employees as an alternative to excessive overtime.

Emergencies

Notice and information requirements shall not apply to circumstances beyond the control of the Company. The Union recognizes there may be occasions where the Company may contract out any work on an emergency basis.

LETTER OF UNDERSTANDING

The Company and the Union agree to the following policy for prescription safety glasses:

PRESCRIPTION SAFETY GLASSES

- Employees will use D.S.S. or MAC frames as issued by the Company.
- Employees will take these frames and their prescription to a dispensing optician.
- They specify “polycarbonate” lenses, **i.e.** NOT glass or plastic.
- The dispensing optician fits prescription polycarbonate lenses into the D.S.S. or MAC frames.
- The employee **is** reimbursed as described in Clause 18.05 of the Collective Agreement.

NOTE: The Family Eye Glass Program appears in the Collective Agreement under a separate program to Safety Glasses. Family Eye Glasses are part of the Group Insurance, Clause 19.01, Section 9.

LETTER OF UNDERSTANDING

MISCELLANEOUS

During the recently concluded Collective Bargaining Negotiations various issues remained unresolved. Because of the complex nature of these issues and the desire of the parties to reach an agreement on the renewal of the Collective Agreement the Company and the Union have agreed to refer these issues to the Labour Management Committee for resolution. The parties agree to have meaningful discussions and bargain in good faith, by August 30, 1997, resolution to the following issues:

1. Cross functional training, job task training, reduced number of job classifications and Loader Operator and Silo Operator upgrades.
2. Site-wide seniority and application to layoff and recall procedures.
3. Overtime Distribution - Armchair Payments v.s. Remedy in Kind.

**REDLAND QUARRIES INC. - DUNDAS
JOB DISPLACEMENT
"BUMPING" FORM**

Procedure: You are required to present this signed form to your current supervisor within two (2) working days of receiving a layoff notice.

DATE: _____

NAME : _____

EMPLOYEE NO. : _____

Check one of the following:

I wish to exercise my right to work as a senior employee under the collective agreement. I understand that junior employees may be displaced.

I do not wish to exercise my bumping rights.

Signature: _____

The completion of this form does not guarantee that the employee will be successful in retaining a job.

A photocopy of this completed form to be made available to the Recording Secretary of the Union within one working day of receipt of the completed form.

At any time after a period of sixty (60) days the employee may inform the Company they wish to exercise their bumping rights.

STUDENT RETURN TO SCHOOL
ACKNOWLEDGEMENT

DATE: _____

WORK TERM: _____

_____ TO _____

NOT TO EXCEED FOUR (4) MONTHS
BETWEEN MAY 1 TO OCTOBER 1

NAME: _____

I agree that I will be returning to school at the end
of this work term, however, if my situation
changes, I agree that I may be rehired, following
the work term, only as a probationary employee.

SIGNATURE DATE