

Collective Agreement

Between

Lafarge Canada Inc.
Construction Materials Div.
Hamilton & Area Ready mix

and

Teamsters Union
Local 879

Begins:
04/01/2003

Terminates:
03/31/2008

13359 (01)

CHANGE OF ADDRESS

Dear Brothers/Sisters:

We require up-to-date addresses for all of our Teamster members. When you receive your Union dues receipt, if the receipt reads **BAD ADR** this means **BAD ADDRESS** or **INCORRECT ADDRESS**.

If your dues receipt reads **BAD ADDRESS**, or the address on the receipt **is incorrect**, please let us know by either mailing in a correct address to TEAMSTERS LOCAL NO. 879, 460 Parkdale Avenue N., Hamilton, Ontario, L8H 5Y2 or by calling the Hamilton office at:

(905) 547-3231 or 1-800-528-8879

Your assistance in this matter would be appreciated.

ATTENTION

TEAMSTERS LOCAL 879 MEMBERS

It is extremely important that if you receive a job-related injury the following steps and recommendations be followed enabling the W.S.I.B. to process your reports in a timely fashion.

Important WSIB Information All Members Should Know: How to Report an Incident and/or Accident

“Steps to Follow in Case of Injury”

1. **INCIDENT AND/OR ACCIDENT:** Report immediately to supervisor, (foreman) and union steward. If Doctor or health care professional suggest time off, get it in writing at the time it is recommended.
2. **REPORT INJURY PROPERLY:** Workers reporting incidents and/or injuries must always include: time, place, type and cause of injury, full names of witnesses and a full explanation of how the injury occurred and what they were doing.
3. **COLLECT WITNESS INFORMATION:** Have your witnesses write down what happened, date, time, and sign it. When reporting an incident and/or injury it is in your best interest to have a job steward or witness present.
4. **BE CONSISTENT IN YOUR REPORTS:** You have to fill out first-aid, employer, hospital admittance, emergency room doctors and your own doctors' reports. WSIB will receive copies of all reports.
5. **LET PEOPLE KNOW OF YOUR PAIN:** This helps document injuries that are not visible or seem inconsequential at the time.
6. **KEEP ALL CORRESPONDENCE:** Keep a journal of all conversations with WSIB. Keep short notes of what both parties have said. Take copies of all correspondence and keep a copy for your personal file.
7. **KEEP COOL:** When talking to the WSIB, stay cool. The Board documents all incidents.

UNION DUES RECEIPTS

Please be advised that receipts for Union dues are sent to your Steward, generally the Chief Steward.

If you have not received your dues receipt, check with your Steward.

Should you have any questions in this regard, contact the dues department in the Teamsters 879 Hamilton office at 547-3231 or 1-800-528-8879.

MEMBER'S REMINDER

APPLICATION FOR WITHDRAWAL

Application for a withdrawal card must be filed with the Union office within ten(10) days by the member who has been laid-off, terminated or is discharged from the Company, including sickness, accident or leave-of-absence.

THIS IS THE SOLE RESPONSIBILITY OF THE MEMBER.

Members who fail to file an application for withdrawal with the Union office will immediately fall into arrears.

Should a member **return to work at any time** during this period the withdrawal application will become null and void, and if once again absent for work for any reason must re-apply for withdrawal.

Applications for Withdrawal are to be sent to:

**TEAMSTERS LOCAL UNION NO. 879
460 Parkdale Ave. N.
Hamilton, Ontario L8H 5Y2
Phone: (905) 547-3231
Fax: (905) 545-4633**

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THIS AGREEMENT made and entered into this _____ day of _____, 20_____.

BETWEEN:

LAFARGE CANADA INC.

Hereinafter called the "EMPLOYER"

of the First Part

AND:

TEAMSTERS LOCAL UNION 879

Affiliated with the
International Brotherhood of Teamsters
Hereinafter called the "UNION"

of the Second Part

ARTICLE 1 - INTENT AND PURPOSE

- 1.01 The Employer and the Union each agrees that the purpose and the 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 Employer, to promote efficiency and service and to set forth herein the basic agreement covering rates of pay, hours of work, dispute procedures and conditions of employment.
- 1.02 References to the male gender will include the female gender unless the context otherwise requires

ARTICLE 2 - COVERAGE

- 2.01 The Union shall be the sole collective bargaining agent for all employees of the Employer in the capacity of truck drivers, mechanics, mechanics' helpers, yardmen, servicemen and batchers, who are not also performing supervisory duties, in all ready mix concrete plant locations of the Employer at Hamilton, **Brantford, Welland, Georgetown, Guelph, Burlington, Milton, St. Catharines, and Fort Erie**, save and except foremen and those above the rank of foremen.
- 2.02 The Employer agrees not to enter into any agreement or contract with his employees as described in the preceding paragraph 2.01, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.
- 2.03 The Employer agrees that no Ready Mix Drivers who have attained seniority shall be displaced as a result of the engagement of brokers to perform work normally performed by Ready Mix Drivers during the life of this Agreement.

ARTICLE 3 - SHOP CONDITIONS

- 3.01 The Employer agrees that all present employees covered by this Agreement except new employees during their probationary period shall, as a condition of employment, become and remain members of the Union in good standing.
- 3.02 All employees hired on and after the signing of this Agreement shall, as a condition of employment, become members of the Union as soon as their probationary period is completed, and maintain such membership in good standing for the duration of this Agreement.

3.03 The Employer agrees that when new employees are hired, they shall sign an application for membership in the Union, and also a Union dues and initiation fee deduction form on the date of hire; such forms to be supplied by the Union. The Employer will forward this form to the Union.

3.04 All employees will have their Union dues and initiation fees paid up-to-date in order to remain members in good standing.

The Employer agrees to deduct Union dues, as directed by the Local Union, from each eligible employee, *including probationary employees*, and remit such monies so deducted to the Local Union on or before the fifteenth (15th) day of the month following, along with a list of the names and social insurance numbers of employees from whom such monies were deducted.

All employees hired will, as a condition of continued employment, authorize the Employer to deduct the amount equal to the Local Union's Initiation Fee in instalments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period. This deduction will continue until the Initiation Fee is paid in full. The Employer agrees to remit such monies so deducted to the head office of the Local Union along with the names and social insurance numbers of employees from whom the money was deducted at the same time as the Union dues are remitted.

3.05 The Employer will, at the time of making each remittance to the Union, specify the names and social insurance numbers of employees from whose pay such deductions were made.

The Secretary-Treasurer of the Union shall notify the employer by letter of any changes to the dues or initiation structure during the term of this Agreement.

- 3.06 The Union will notify the Employer in writing of any arrears in dues, initiation or re-initiation, caused for any reason, and the Employer will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above.
- If an employee is absent and has not sufficient pay to his credit, his Union dues shall accumulate and shall be deducted upon his return to work.
- 3.07 The Employer will not be required to dismiss or suspend employees from employment who have been expelled or suspended by the Union, unless such expulsion or suspension by the Union was for non-payment of Union initiation fees or monthly Union dues.
- 3.08 The Employer shall show the yearly Union monthly dues deduction on employees' T4 slips.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the Employer has the exclusive right to manage the business and to exercise all the customary prerogatives of management, subject to the terms of this Agreement.
- 4.02 Without limiting the generality of the foregoing paragraph 4.01, the Union recognizes that the management of the business and the direction of the working force including the right to plan, direct and control operations, hire, suspend or discharge for just cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation shall continue to be vested in the Employer.

- 4.03 The Employer shall supply each employee with a copy of its rules and regulations governing the conduct and working activities of its employees covered by this Agreement and obtain from each employee a receipt for same. If an employee is required to sign a reprimand it is understood that the signing is for the purpose of recording the receipt for same.
- 4.04 Whenever the Employer establishes any new rules or regulations governing the conduct of the employees, they shall be forthwith communicated to the Union in order that the Union may have an opportunity to protest if it believes that any such rules or regulations are inconsistent with the provisions of this Agreement.
- 4.05 None of the Management Rights shall be exercised in a manner inconsistent with the terms of this Agreement.
- 4.06 For disciplinary measures, after *two* (2) years from the date a penalty was imposed, the offence will not be used in determining the penalty for subsequent offences.

ARTICLE 5 - STEWARDS

- 5.01 The Union shall have the right to appoint or elect a Steward and an alternate Steward when the regular Steward is not available in each yard to assist employees in presenting their grievances to the Employer and supervise the administration of this Agreement. When the Employer has more than one (1) division covered by this Agreement, the Union shall have the right to appoint or elect a reasonable number of Stewards. The Union agrees that it will keep the Employer supplied with a list of Stewards and Officers and any changes that occur.
- 5.02 It is understood that a Steward's duties shall in no way conflict with his duties to the Employer, and he shall be held responsible for the same quantity and quality of work as other employees.

- 5.03 The Steward in each yard will have top seniority **in** his yard for the purpose of lay-off, daily call-in, and the provision of Article 23.02 only, and during seasonal lay-offs will be the last man in his classification to be laid-off and the last man to be transferred out of **his** yard.
- 5.04 The Employer agrees to notify the Union in writing ,within two (2) working days from the date a Steward is **suspended or** discharged.
- 5.05 **The** Employer **shall** not require **a** Steward to settle grievances during working hours without pay.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 No complaint or grievance may be submitted or considered under the grievance procedure unless it has been presented within five (5) working days from the time of the occurrence of the incident giving rise to the grievance.
- 6.02 Any differences, disputes or complaints arising over the interpretation, administration or application of this Agreement shall be submitted **in** writing **in** triplicate on forms supplied by the Union **and** signed by the employee. The written record of **the** grievance shall state the section or sections of the Agreement which it is alleged have been violated. There shall be an earnest effort on the **part** of **both** parties **to** settle such grievances promptly through the following steps:

STEP NO. 1

By a conference between the aggrieved employee and his immediate supervisor. The employee may be accompanied by his Steward. The employee's immediate supervisor shall give **his** decision within two (2) **full** working days. Failing settlement, then,

STEP NO. 2

Within ten (10) full working days following the decision in Step No. 1, an official or officials of the Union shall meet with representatives of the Employer at which time the written record of the grievance shall be presented. **The** decision shall be given in writing within five (5) full working days following this meeting.

- 6.03 Failing settlement under Step No. 2 of any difference between the parties **arising** from the interpretation, administration, application, or alleged violation of this Agreement, including any question as to whether a matter **is** arbitrable, such difference may be taken to arbitration as hereinafter provided, and if no written request for arbitration is received within ten (10) full **working days after** the decision in **Step No. 2 is** given, it shall be deemed to have been abandoned.
- 6.04 Any complaint **or** grievance concerning or affecting a group **of** employees shall be originated under Step No. 2.
- 6.05 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step No. 2.
- 6.06 A claim by an employee that he has been unjustly discharged, suspended, **or laid off**, shall be treated as a grievance and may **be** taken up under Step No. 2 **of** the Grievance Procedure provided a written statement of such grievance **lodged with** the Employer within five (5) working days after the discharge, suspension, or layoff is effected. Such special grievance may be settled under the Grievance Procedure and at Arbitration **by**:
- a) confirming the Employer's action in dismissing, suspending, or laying **off** the employee; -

- b) reinstating the employee with full compensation for time lost; or,
- c) by any other arrangement which may be deemed just and equitable.

6.07 The Employer agrees that when an employee is suspended or discharged away from his home yard, he shall receive transportation back to his yard.

ARTICLE 7 - ARBITRATION

7.01 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the Grievance Procedure.

Through mutual agreement the parties may agree upon a single Arbitrator.

7.02 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing and at the same time nominate an arbitrator. Within five (5) full working days thereafter, the other party shall nominate an arbitrator.

The two (2) arbitrators so nominated shall attempt to select by agreement, a Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of ten (10) working days following the date of their appointment, either arbitrator may then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

If the recipient of the notice fails to appoint an arbitrator, the arbitrator who has been nominated may request the Minister of Labour for the Province of Ontario to do so.

- 7.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, **modify**, or amend any part of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.
- 7.05 The proceedings of the Arbitration Board **will** be expedited by the parties hereto, and the decision of a majority of such Board **will be** final and binding **upon** the parties hereto and the employee concerned.
- 7.06 Each **of** the parties hereto will bear the expenses **of** the arbitrator appointed by it, and the parties will jointly bear the expenses **of** the Chairman of the Arbitration Board.

ARTICLE 8 - NO STRIKE, NO LOCKOUT

- 8.01 During the term of this Agreement, the Union agrees **that** there shall be **no strike**, and the Employer agrees that there shall be **no lockout**.
- 8.02 The words "**STRIKE**" and "**LOCKOUT**" as defined **in this Agreement shall mean "strike" and "lockout"** as defined in The Ontario Labour Relations Act.
- 8.03 It shall not be considered a violation of this Agreement, however, if any member of the Union should refuse to deliver materials to any project or location when an actual work stoppage or strike exists and a picket line or placard line has been established for **the** purpose of communicating the fact of such work stoppage or strike, providing such work stoppage or strike is not

contrary to the provisions of The Ontario Labour Relations Act.

It is agreed that whenever any such situation occurs and a ready-mix concrete pour has started, deliveries may continue **until** such pour is completed, but in any event, not beyond a twenty-four (24) hour period after the actual work stoppage commences.

Union members shall not refuse to make deliveries through any **picket** line or placard **line** which is established for any other purpose or reason.

ARTICLE 9 - HOURS OF 1

9.01 Employees may be worked at straight time rates for eight (8) hours per day, Monday through Friday.

9.02 It is understood that employees may take one-half hour for lunch without pay during the working period to start at a time designated by the dispatcher between fourth hour **and to be completed by the end** of the sixth hour worked.

When an employee requires an additional meal period, he may arrange with the dispatcher for an extra one-half hour without pay.

Employees may take a ten (10) minute coffee break during the **middle** of two (2) hours of each half **shift** without loss of pay. It **is** agreed that this break may be scheduled by the Employer.

9.03 Time and one-half the basic rate will be paid for any hours worked **in** excess of eight (8) hours per day, Monday through Friday.

9.04 **Double the** basic rate will be paid for **any** work performed after 9:00 p.m. on Monday through Friday.

- 9.05
- a) Saturday work will be on a voluntary basis by seniority, If sufficient volunteers are not available, the remainder of the complement will be filled in order of reverse seniority from among those who have worked that week.
 - b) Time and one-half the basic rate will be paid for all hours worked on a Saturday.
 - c) Double the basic rate will be paid for all hours worked on a Sunday.
 - d) An employee who reports for work on Saturday and Sunday and is not provided with at least four (4) hours work, shall be paid the appropriate rate for each hour worked and his basic rate for any remaining hours short of a total of four (4).
- 9.06 Overtime will be equitably distributed among the employees who regularly perform such duties.
- 9.07 Saturday and Sunday work will be equitably distributed among the employees whose names appear on the seniority list and who regularly perform the duties involved.
- 9.08 Notwithstanding the provisions contained herein, the parties to this Collective Agreement shall, providing it is mutually agreed and reduced to writing, be free to introduce a system which varies the Saturday work procedures contained in this Agreement. A two-thirds majority will be required to institute or cancel changes made under this clause. Should either of the parties wish to discontinue the new system, two weeks notice to the other party shall result in the reversion to the provisions contained herein, or such other system as the parties may decide.

9.09 **Off-Shift**

- A) When an employee reports to work between the hours of four p.m. and midnight, the work shall be considered an off-shift and the employee will receive an off-shift premium of forty five cents (\$0.45) per hour for all hours worked that off-shift.
- B) Double the basic rate will be paid for work performed after 9.00 a.m. The 9.00 p.m. provision referred to in clause 9.04 does not apply to employees who are assigned to an off-shift.
- C) An off-shift on a Friday may continue into Saturday at straight time.
- D) Employees who report for an off-shift on a Saturday shall be paid at time and one-half the basic hourly rate for any hours worked on a Saturday and double the basic hourly rate for all hours worked on a Sunday.

ARTICLE 10 - DAILY CALL-IN

10.01. Employees shall be called in the order of their seniority within their classification.

However, where an Employer has more than one yard, although the employees shall be called in order of their seniority, the Union agrees that an employee with less seniority who has been called in may commence work in one yard prior to a senior employee commencing work in another of the Employer's yards, but a junior employee shall not commence work prior to a senior employee in the same yard.

10.02 A senior man may be sent home before a junior man during the balance of a work shift, except however, where a junior man and a senior man are in the yard or at the plant at the same time and both are available for work, the senior man shall not be sent home before a junior man until he has had eight (8) hours' work that day.

ARTICLE 11 - PAID HOLIDAYS

11.01 The following listed paid holidays, regardless of the day on which they fall, will be granted to all employees with pay, ~~excepting~~ new employees who have not completed their probationary period:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	December 24 th
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

NOTE: Heritage Day will be added **as** a paid holiday if proclaimed during the life of the Agreement.

11.02 The basis **of** pay will be **eight (8) hours** at the straight time rate.

11.03 If any of the above mentioned days are worked, they shall be paid for at double time for such hours worked in addition to the holiday pay.

11.04 An employee will be paid **for** the above holidays if he has worked within the sixteen (16) calendar **days** prior to the holiday.

11.05 An employee will forfeit pay for the holiday **if** he has been absent without permission on the working day before the holiday, or the working day following the holiday, if scheduled to work either or both, unless absent because of bona fide illness or injury. The Employer may require a medical certificate as proof of illness or injury.

ARTICLE 12 - OTHER WORK

12.01 When an employee's usual work is temporarily not available, he may be required to perform any **work** which the Employer has for him with the understanding

that when such an employee is assigned to a job with a lesser rate of pay, his regular rate of pay will be continued. It is understood and agreed that this will not result in the lay-off of any **man** within the classification in which he **is** required to do other work.

- 12.02 In those instances where an employee is regularly assigned to a lower rated job because of lack of work in his regular **job** in order to avoid laying him off, the employee **will** accept the rate of pay for the job to which he is assigned.
- 12.03 When an employee is:
- a) Sent out to another Employer to work for that Employer on one of the Employer's jobs, and,
 - b) That Employer **is** covered by a Collective Agreement with a higher rate of pay, then the employee will receive the higher rate of pay for the hours actually worked for that Employer. Time spent in travelling to and from his regular place of work shall be at his regular rate. If an employee is sent to work in a lower rated area, he shall receive his regular rate.

ARTICLE 13 - SENIORITY

- 13.01 All employees shall be placed on the seniority list after having completed a probationary period **of** forty (40) days worked from the last day of **hiring**. The seniority **will** then date back **to** the last date of hiring with the Employer within his bargaining unit. During such probationary period, the employee shall not have recourse to the grievance procedure.
- 13.02 Employees hired during the vacation period between May 15th and October 15th in any year shall be classed **as** seasonal help and article 13.01 shall not apply. Any employee kept working after October 15th in any year shall gain seniority standing, subject to the provisions **of** 13.01.

Seasonal employees shall not be entitled to the grievance procedure.

Seasonal employees shall not be required to pay Union initiation fees, but will **be** required to pay the designated Union monthly dues.

13.03 When it is necessary to lay off employees or recall employees **who** have been laid **off**, the employees to be laid off or recalled shall be selected on the basis of seniority within their classification, combined with qualifications. Where the qualifications of an employee are questioned by the Employer, such employee will be given the opportunity to perform the work in question to determine if **he** has the necessary qualifications prior to the lay off.

When an employee is transferred permanently from one classification to another, his seniority shall also be transferred. In the event **an** employee is **laid** off in his classification due to reduction of business and he previously worked and had been classified in another job, he shall be eligible to return to the job in which he had been classified on the basis of his accumulated seniority, combined with qualifications, and the employee with the least seniority in such other job classification shall be laid **off**. The employee so transferred shall be paid the prevailing rate of pay for his new classification.

- 13.04 a) Seniority lists will be provided to the Union with current seniority dates as at December 15th and June 15th in each year of this contract. Seniority lists will be mailed to the **Union** within three weeks of the aforementioned dates.
- b) Seniority will not be broken due to absence from employment because of sickness, accident, or other unavoidable reasons which **justify** such absence.

- 13.05 **An** employee shall lose his seniority and will be deemed to be terminated with the Employer if he:
- 1) voluntarily quits the employ of the Employer;
 - 2) is discharged and not reinstated through the grievance procedure;
 - 3) is laid off and is not re-employed within fifteen (15) months from the date of lay off;
 - 4) is on layoff and fails to return to work within eight (8) calendar days after he has been notified by the Employer by registered mail, or if he fails to advise the Employer within five (5) working days of receipt of notice of his intention to return.
- 13.06 Employees promoted to supervisory positions or transferred to positions not subject to this Agreement, will retain their seniority after such move and if returned for any reason to their former position in the bargaining unit within a twelve (12) month period, the time served in such other position shall be included in their seniority rating. Such employees shall forfeit all recourse to the grievance procedure whilst employed in a position or classification outside of the bargaining unit.
- 13.07 An employee who is requested to return to work and who is not immediately available may be passed over and a more junior employee may be called instead, subject to displacement by the more senior employee when he does report for work, provided such senior employee returns to work within eight (8) calendar days after he has been notified by the Employer by registered mail.
- 13.08 Notice sent by the Employer to an employee's last recorded address, shall be sufficient and effective notice.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Leave of absence granted to an employee shall be in writing setting out the commencement and termination dates of such leave. A copy shall be forwarded to the Union.
- 14.02 An employee may at the discretion of the Employer, be granted leave of absence without pay for legitimate personal reasons. If such leave is used for the purpose of taking up work elsewhere and the employee does in fact take up work elsewhere and he returns to the Employer before the termination date set out in such leave of absence, he shall work in the junior position on the seniority list until the termination date of the leave of absence granted, at which time he shall be reinstated to his rightful place on the seniority list.
- 14.03 Any employee whose normal duties include driving an Employer vehicle and whose driving licence is suspended by government action for up to twelve (12) months shall be given leave of absence without loss of seniority and without pay until his driving privileges have been restored. Suspension of a driving licence for a period in excess of twelve (12) months may at the discretion of the Employer, result in the discharge of the employee concerned.

This provision does not apply in circumstances where the suspension results from an incident of driving under the influence of drugs or alcohol while driving a Lafarge vehicle.

Any employee whose normal duties include driving an Employer vehicle, whose licence is suspended by government action, must so notify the Employer in writing immediately. An employee who fails to do so shall be subject to disciplinary action up to and including immediate discharge.

- 14.04 Employees shall be granted leave of absence without pay, upon written request by **the** Union to attend Union functions such as conventions or to work in the capacity of a business representative of the Union.

ARTICLE 15 - VACATIONS

- 15.01 Each employee covered by this Agreement shall be entitled to vacation payment **in the** amount of not **less** than four percent (**4%**) of the wages earned by him in the twelve (12) month period ending June 30th, in each year.
- 15.02 **An** employee who has established one (1) year's seniority **as of** June 30th, **shall** be entitled to **two** (2) weeks' vacation.
- Employees who have been off work for a period of one (1) month or more may not be required **to** take vacation time off.
- 15.03 a) Employees who have completed five (5) or more years' service **as of** June 30th in any year, **shall** be entitled to vacation pay at the rate **of six** percent (**6%**) for service in **excess of** five (5) years. Such employee will be entitled to three (3) weeks' vacation.
- b) Employees who have completed ten (10) or more years' service **as of** June 30th in any year, **shall** be entitled to vacation pay at the rate of eight percent (**8%**) for service in excess of ten (10) years. Such employees will be entitled to four (4) weeks' vacation.
- c) Employees who have completed twenty (20) or more years' service **as of** June 30th in any year, shall be entitled to vacation pay at the rate of nine percent (**9%**) **for** service in excess of twenty (20) years. Such employees will **be** entitled to four (4) weeks' vacation.

- d) Employees who have completed twenty-five (25) years' service as of June 30th, shall be entitled to vacation pay at the rate of ten percent (10%) for services in excess of twenty-five **(25)** years. Such employees will be entitled to five (5) weeks' vacation.
- 15.04 If a paid holiday falls within an employee's vacation period, he shall be granted another day with pay or a day's pay in lieu thereof. The option shall rest with the Employer and the employee shall be advised of the decision prior to going on his vacation.
- 15.05 Those eligible for vacation pay may or may not, at the discretion of the Employer have the third and/or fourth week of vacation consecutive to the first two (2) weeks; provided that employees who have completed twenty (20) **or** more years' service as **of** June 30th in any year, shall **be** entitled to a third week **of** vacation consecutive to the first two (2) weeks.
- Other employees **will** be granted vacation time off when it can be conveniently arranged with the Employer.
- 15.06 In order to assist the Employer to schedule vacations, the Employer will post a form on the Bulletin Board by January 15th, and remove same on May 1st, of each year. During this period each eligible employee shall indicate the vacation period he wishes in accordance with his seniority. The Employer shall then post a schedule by April 1st of vacation periods and once posted, such schedule is not subject to change on the request of any employee except with the consent of other employees affected and the Employer.
- 15.07 Seniority will apply with respect to the allocation of vacation time periods.
- 15.08 If an employee's employment is terminated for any reason whatsoever, he will be paid any accumulated vacation credits owing.

- 15.09 Vacations must be taken prior to March 31st following the year in which the vacation credits are earned. Vacation time entitlements cannot be accumulated.

ARTICLE 16 - RATES OF PAY

- 16.01 The Employer agrees to pay and the Union agrees to accept, for the term of this Agreement, the following hourly **wage rates**:

Classifications	June 1/03	April 1/04	April 1/05	April 1/06	April 1/07
Driver	\$24.40	\$24.80	\$25.20	\$25.65	\$26.15
Yardman	\$24.20	\$24.60	\$25.00	\$25.45	\$25.95
Licensed Mechanics	\$24.85	\$25.25	\$25.65	\$26.10	\$26.60
Mechanic's Helpers	\$24.55	\$24.95	\$25.35	\$25.80	\$26.30
Servicemen	\$24.35	\$24.75	\$25.15	\$25.60	\$26.10

- 16.02 New employees shall be paid as follows :
- Basic wage rates effective as of the last date of hire shall be \$5.00 per hour less than the classification rate.
 - Basic wage rates effective as of one year from the last date of hire shall be \$4.00 per hour less than the classification rate.
 - Basic wage rates effective as of two years from the last date of hire shall be \$3.00 per hour less than the classification rate.
 - Basic wage rates effective as of three years from the last date. of hire shall be \$2.00 per hour less than the classification rate.

- Basic wage rates effective as of four years from the last date of hire shall be \$1.00 per hour less than the classification rate.
- Basic wage rates effective as of five years from the last date of hire shall be equal to the classification rate.
- **NOTE** – “Service” is calculated from the first date of work from most recent hire.

Mechanic will not be subject to the wage rates of new hires.

- 16.02 Yardmen shall be paid an hourly premium of fifteen cents (\$0.15) whilst employed operating a front-end loader.
- 16.03 When new types of equipment or new classifications of employment for which rates of pay are not established by this Agreement are put into operation, the rates governing such operations shall be subject to negotiations between the parties, and if such negotiations do not result in agreement, the dispute will be settled as if it were a grievance arising under the provisions of this Agreement.
- 16.04 Pay shall be issued no later than Friday by the Employer in accordance with its pay practice.
- 16.05 Employees reporting to work for the purposes of educational or safety meetings shall be paid at their basic non-overtime hourly rate of pay for their regular classification. In such cases, the provisions of the following articles will not apply :
- Article 9 - Hours of Work
 - Article 10 - Daily Call-in
 - Article 23 - Weekly Guarantee

ARTICLE 17 - EQUIPMENT

- 17.01 Employees shall report immediately to the Employer any **and** all loss, **damage** or shortage **of** merchandise or equipment together with a statement of the cause thereof.
- 17.02 Employees shall report immediately to the Employer, in complete detail, all **accidents**, including the names **and** addresses of all witnesses to the accident.
- 17.03 No employee shall be permitted to allow anyone other than the employees of the Employer who are **on** duty to ride on his truck.
- 17.04 It is to the mutual advantage of both the Employer and the employee that ~~employees~~ should not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law. The determination **of**, as well as the responsibility for **all** decisions in regards to the conditions of the equipment shall rest with the senior qualified representative of the Employer.
- 17.05 When the senior qualified representative of the Employer determines that a truck **is** not to be used until repaired, he shall place a tag on it in a conspicuous place **so stating** and such tag shall not be removed without his direction.
- 17.06 It is agreed that all trucks shall have adequate heaters, windshield washers, windshield wipers, sun visors and defrosters in working order.
- 17.07 The employer shall provide a form on which each driver **shall report any** and **all** defects in his equipment as identified during daily vehicle inspections performed by the driver. **A** copy of the report **shall** be **retained** **by** the driver.

- 17.08 When employees are asked to clean their equipment with any corrosive or hazardous substance, the Employer shall provide and the employee shall utilize the protective equipment necessary to properly transport and handle the said substance.
- Such protective equipment shall include, but not be limited to: protective gloves, eye and face protection, protective aprons, long-handled brushes.
- 17.09 Machines operating outside during the winter months shall be equipped with adequate cab protection against weather, and heaters where possible. When operating front-end loaders which have no cab or other protection, employees shall during inclement weather, be supplied with a waterproof jacket and pants.
- 17.10 The Employer agrees to provide a heated lunch room, toilet facilities, toilet paper, washing facilities, drinking water, towels and hand cleaners at all locations, yards, or operations of the Employer with the exception of portable plants.
- 17.11 At portable plants adequate toilet and washing facilities will be provided. Batching plants shall be ventilated and heated.

ARTICLE 18 - BULLETIN BOARD

- 18.01 The Employer agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose.

ARTICLE 19 - ADMISSION TO EMPLOYER PROPERTY

- 19.01 The Union agrees that except with the consent of the Employer, no official of the Union and no person authorized by the Union shall enter the Employer's premises or engage in Union activities on or off the Employer's premises during the working hours of any employee, except as set out in this Agreement.

- 19.02 The Employer shall not refuse permission to any representative of the Local, Union upon request to enter the Employer's premises in the administration of this Agreement. Such representatives shall not, however, interfere with the progress of the work or operations.

ARTICLE 20 - EMPLOYEES' RESPONSIBILITY

- 20.01 It shall be the employee's responsibility to advise the Employer of his address and telephone number and any changes which may occur.
- 20.02 An employee who is off work because of sickness, accident, or leave of absence, shall report by 4:00 p.m. of the day before returning to work his intention to be at work the next day.

ARTICLE 21 - UNION CO-OPERATION

- 21.01 The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notice in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer and not conflicting with this Agreement.
- 21.02 The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices; in improving the cleanliness and good housekeeping of the premises, machinery and equipment and in upholding the laws in reference to driving.
- 21.03 The Union recognizes the need for improved methods and output in the interests of the employees and the business and agrees to co-operate with the Employer in the installation of such methods, and in the education of its members in the necessity of such changes and improvements.

- 21.04 The Union recognizes the need for conservation and the elimination of waste, and agrees to co-operate with the Employer in suggesting and practising methods in the interest of conservation and waste elimination.

ARTICLE 22 - WELFARE

- 22.01 The Employer agrees to pay premiums to a group insurance carrier to provide the following benefits:

A) Group Life Insurance

April 1, 2002	-	\$43,000
January 1, 2004	-	\$44,000
January 1, 2005	-	\$45,000
January 1, 2006	-	\$46,000
January 1, 2007	-	\$47,000
January 1, 2008	-	\$48,000

B) Accidental Death & Dismemberment Insurance

April 1, 2002	-	\$43,000
January 1, 2004	-	\$44,000
January 1, 2005	-	\$45,000
January 1, 2006	-	\$46,000
January 1, 2007	-	\$47,000
January 1, 2008	-	\$48,000

C) Weekly Indemnity Insurance

- equivalent to U.I.C. maximum, but not less than three hundred and **fifty** dollars (\$350.00) per week, on a 1/1/8/26 basis, meaning payable from first (1st) day of accident, first (1st) day of hospitalization (*includes non-elective day surgery*), eighth (8th) day of illness, for a period of twenty-six (**26**) weeks.
- All premium reductions revert to Employer to provide benefits.

D) Long Term Disability Insurance

- upon the expiration of the Weekly Indemnity Insurance and (U.I.C. Sickness Benefits, if applicable,) to provide a benefit of one thousand one hundred dollars (\$1,100.00) per month.

This LTD benefit is non-integrated with CPP Disability benefit, with a five (5) year cap, not to exceed age sixty-five (65). Workers Compensation Disability benefits are directly offset.

E) Major Medical Plan

A major medical plan to provide 80% reimbursement of costs for:

- Prescribed drugs, meaning drugs that can only be purchased by prescription
- Other prescribed medical services and supplies as outlined in Benefit Booklet
- Ambulance service

F) Emergency Out-of- Province hospital supplement**G) Vision Care Plan**

- A vision care plan to provide prescribed eye glasses to a maximum of one hundred and fifty dollars (\$150.00) in two years.

H) Dental Plan

- A dental plan to provide 80% reimbursement of eligible benefits equivalent to Blue Cross Plan #7 with Rider One and Rider Two, based on the following O.D.A. Schedule of Fees.
- Effective January 1st in each year of this contract, the O.D.A. Schedule of Fees will be adjusted to provide a two year lag.

- No maximum benefit payable shall be less than three thousand dollars (\$3,000.00) per calendar year.

- I) The maximum out-of-pocket expense for eligible claims incurred under items (e) and (h) will not exceed eight hundred dollars (\$800.00) per employee per calendar year.

The foregoing are subject to the terms of the plans in each case, including the eligibility requirements as established under the plans. To be eligible for any increases in the amount of benefit of any plan, employees must be actively at work on the date of the change; otherwise, the increased benefit or coverage becomes effective upon the employee's return to work.

22.02 **PENSION PLAN**

The Employer agrees to pay the amounts set out below for each eligible employee per month into a pension plan, which plan shall be jointly and equally trusteed.

Effective Date	Monthly Contribution
January 1, 2003	\$315.00
January 1, 2004	\$340.00
January 1, 2005	\$370.00
January 1, 2006	\$410.00
January 1, 2007	\$450.00
January 1, 2008	\$495.00

- a) Effective January 1, 2004, all employees that complete three (3) days of service in a calendar month shall receive the pension amount contained in Article 22.02

above. For those employees who have completed two (2) days, but less than three (3) days, the Company shall contribute three hundred and fifteen dollars (\$3 15.00) per month to the pension plan.

- b) Effective January 1, 2005, all employees that complete four (4) days of service in a calendar month shall receive the pension amount contained in Article 22.02 above. For those employees who have completed two (2) days, but less than **four** (4) days, the Company shall contribute three hundred and fifteen **dollars (\$3 15.00)** per month to the pension plan.
- c) Effective January 1, 2006, all employees that complete five (5) days of service in a calendar month shall receive the pension amount contained in Article 22.02 above. For those employees who have completed two (2) days, but less than five (5) days, the Company shall contribute three hundred and fifteen dollars (\$3 15.00) per month to the pension plan.
- d) Effective January 1, 2007, all employees that complete six (**6**) days of service in a calendar month shall receive the pension amount contained in Article 22.02 above. For those employees who have completed two (2) days, but less than **six** (**6**) days, the Company shall contribute three hundred and fifteen dollars (\$3 15.00) per month to the pension plan.

22.03 QUALIFICATIONS

All employees, other than probationary employees, shall be covered for medical benefit plan coverage as outlined herein, provided they have worked two (2) days or more in a calendar month.

An employee recalled **after** one (1) month lay-off or more, shall be covered **for** the calendar month in which he is recalled provided he works seven (7) days or more in the month. Otherwise, he shall be covered from the first **of** the month following his return to work.

For new employees, all welfare and pension coverage to be in effect from the first day of the month following completion of ninety (90) calendar days of employment.

An employee absent because of illness or accident shall be covered for Welfare and Pensions for a six (6) month period.

Employees on lay-off and those that have been on disability for **six (6)** months shall have the option to pre-pay **for a** combined benefit package consisting of Group Life Insurance, Major Medical, Dental, and Vision care coverage for a maximum of 3 months.

ARTICLE 23 - WEEKLY GUARANTEE

23.01 The provisions of Article 23 shall not apply to the following plant locations : Fort Erie and Georgetown.

23.02 It is agreed **as** follows:

- a) The Employer may, in conformity with the seniority provisions governing layoff, reduce its working force by laying off employees to whatever extent it deems necessary.
- b) The Employer agrees to guarantee earnings equivalent to thirty-five (35) times their basic hourly rate, for each scheduled work week, **to seventy-five percent (75%)** of the daily average of those employed in each classification during that week.

This seventy-five percent (75%) shall be made up on the basis of seniority in **each** classification. The remaining employees in each classification other than those who have received **a** U.I.C. Record of Employment Form from the Employer shall receive **a** minimum **gross** payment for that week of three hundred and twenty five dollars (\$325.00).

Any employee who has received a U.I.C. Record of Employment Form and is requested to work shall report, unless he has a reasonable reason for not reporting.

The appropriate U.I.C. deductions to be made and remitted.

- c) Those employees who are not expected to be working in a given week shall be so informed by the last day of the Employer's work week, in order that such employees may immediately register for the maximum benefits under the Unemployment Insurance Act, 1971.

Failure to notify the employee shall result in the employee receiving the applicable minimum guarantee of three hundred and twenty-five dollars (\$325.00) as set out herein for the week (it is understood and agreed that if the employee is not working on the last day of the Employer's work week, a telephone call to the last telephone number registered with the Employer by noon of the following work week, shall constitute notice under this section).

Any employee who has been so informed and is requested to work shall report unless he has a reasonable reason for not reporting.

The appropriate U.I.C. deductions to be made and remitted.

- d) Notwithstanding the provisions of Article X, an employee or employees who have worked insufficient hours to earn the applicable minimum guarantee as set out herein of three hundred and twenty-five dollars (\$325.00) may be worked in lieu of an employee or employees who have earned thirty-five (35) times their basic hourly rate or more during that scheduled work week.

In order to apply the provisions of 23.01 (d), the Employer must have employees on lay off. The appropriate U.I.C. deductions to be made and remitted.

- e) Notwithstanding the provisions contained herein, the parties to this Collective Agreement shall, providing it is mutually agreed and reduced to writing, be free to introduce a system which varies the call-in and guarantee provisions contained in this Agreement.

A two-thirds majority will be required to institute or cancel changes made under this clause.

Should either of the parties wish to discontinue the new system, two (2) weeks' notice to the other party shall result in the reversion to the provisions contained herein, or such other system as the parties may decide.

- 23.03 Senior employees will not receive less regular and overtime hours of work than the junior employee in the same classification in a four (4) week period commencing with the pay period next following January 1st in each year.

- 23.04 Failure to be available and/or work on any day that he is required in the scheduled work week, or failure to complete the number of hours required of him, shall deprive the employee concerned of the guarantees **expressed** herein,

Employees called later than 10:00 a.m. and who are not available for work that day shall not be disqualified from any guarantees under this section.

Employees absenting themselves for any reason, including disciplinary suspensions, shall result in forfeiture of the guarantees expressed herein except that absence as a result of illness shall reduce the weekly guarantee by eight (8) hours per day. This will not deprive the employee of the opportunity to work on any following day of the work week.

- 23.05 Paid holidays may be used in the computation of the weekly **guarantee** for the weekly pay period in which the holiday falls.

- 23.06 Hours worked on Saturday and Sunday shall not be used in the computation of the Weekly Guarantee.

ARTICLE 24 - REPORTING ALLOWANCE

- 24.01 An employee who reports for work and is not provided with at least four (4) hours work, shall be paid the appropriate rate for all hours actually worked and his basic rate for any remaining hours short of a total of four (4). If his regular work is not available, he may be assigned to any duties that are available for these hours. The provisions of this Article do not apply where the employee has been notified not to come into work.

ARTICLE 25 - BEREAVEMENT PAY

- 25.01 The Employer will grant upon request, up to three (3) working days leave of absence with pay in the event of the death of an employee's father, mother, wife, child, common-law wife or husband, brother, or sister, father-in-law or mother-in-law, brother-in-law or sister-in-law and grandparents. A "brother-in-law" or "sister-in-law" shall mean a brother or sister of the spouse of the employee, or the spouse of a brother or sister of the employee.

Such leaves of absence are not automatic and shall only be granted for days when the employee would have been scheduled to work and when the circumstances require for the purpose of attending the funeral and/or making funeral arrangements.

ARTICLE 26 - MEDICAL EXAMINATIONS

- 26.01 Any medical examination requested by the Employer or required by law shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations. The Employer reserves

the right to select its own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- a) If an employee with seniority takes a medical examination during the normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination. One (1) working day's notice of the medical examhation shall be given.
- b) If the medical examination is taken after working hours, the employee shall not be paid for the time involved, but shall in such cases receive at least one (1) week's notice prior to the appointment with the doctor.

ARTICLE 27 - JURY DUTY

- 27.01 The Employer shall pay an employee who is required for jury service or witness on behalf of the Employer, for each day of service, the difference between eight (8) hours at the straight time rate and the payment he receives for such service.

ARTICLE 28 - DURATION OF AGREEMENT

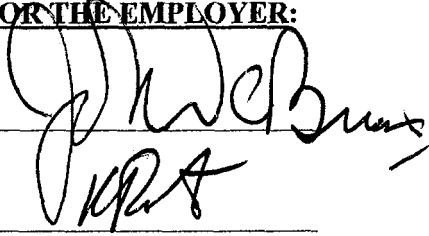
- 28.01 Unless changed by mutual consent, the term of this Agreement shall continue in effect to the 31st day of March 2008, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

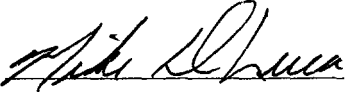
28.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

28.03 If, pursuant to such negotiations, an agreement is not reached on the renewal **or** amendment of this Agreement, **or** the making of a new agreement prior to the current expiry date, this Agreement shall continue in **full** force and effect until **a** new agreement *is signed* between the parties, or until conciliation proceedings prescribed under The Ontario Labour Relations Act have been completed, whichever date should first occur.


IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed **by** its duly authorized representatives as of the date and year first above written.


FOR THE EMPLOYER:

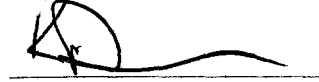




FOR THE UNION:







APPENDIX "A"

Because of special conditions existing between the Company and the Union, it is understood and agreed that the provisions of Article 13 shall be interpreted in accordance with the following lay-off procedure:

- a) In the case of truck drivers, batchers and yardmen, whenever a work stoppage occurs or becomes apparent, the above classifications are to be grouped and lay-off shall be applied on divisional basis.

The following are designated as divisions for this purpose:

- i) **Burlington and Milton** are one division
- ii) **Hamilton Dock plant** is one division
- iii) **Hamilton Garage** is one division
- iv) **St. Catharines and Welland** are one division
- v) **Brantford** is one division
- vi) **Guelph** is one division
- vii) **Georgetown** is one division

Agreement entered into this _____ day of _____ 20_____

LETTER OF UNDERSTANDING

Between:

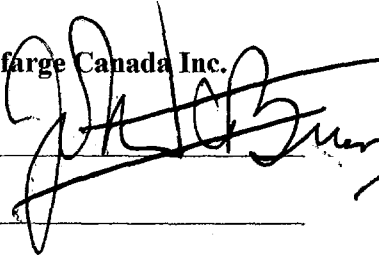

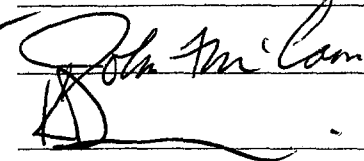
**LAFARGE CANADA INC.
Construction Materials Div.**

And:

TEAMSTERS LOCAL, UNION 879

Further to the signing of the Collective Agreement between the Employer and the Union, the following will confirm certain understandings which have been reached between the parties:

Notwithstanding the provisions contained in Article 23.01 an employee who has received a Record of Employment Form and *is* called into work will be paid for actual hours worked. If he is ineligible to collect U.I.C. benefits for reason of exhaustion of his claim or not having worked sufficient number of weeks to establish a claim he will receive the applicable minimum guarantee of three hundred and twenty five dollars (\$325.00) per week. It *is* the employees responsibility to provide proof of his ineligibility to the Employer.

Lafarge Canada Inc. **Teamsters' Local Union 879**




Agreement entered into this _____ day of _____ 20____.

LETTER OF UNDERSTANDING

Between

LAFARGE CANADA INC.
Construction Materials Div.
Hamilton & Area Ready Mix

And:

TEAMSTERS UNION LOCAL 879

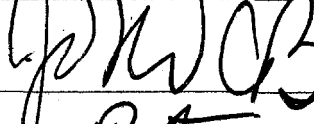
Re: Employees with Medical Restrictions

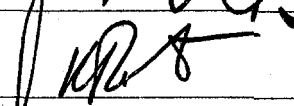
Further to the signing of the collective agreement between the Employer and the Union, the following will confirm certain understandings which have been reached between the parties:

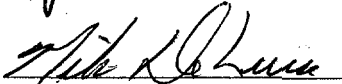
Employees who have medically documented restrictions in either hours of work or working conditions will be accommodated, where practicable, and may be called into work outside their normal seniority starting time.

In such cases, the parties agree to meet to review the individual circumstances involved. If the parties fail to reach an agreement, the provisions of Article X – Daily Call In will apply.


FOR THE EMPLOYER:

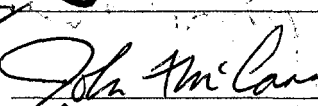







FOR THE UNION:







Agreement entered into this _____ day of _____ 20____.

LETTER OF UNDERSTANDING

Between

LAFARGE CANADA INC.
Construction Materials Div.
Hamilton & Area Ready Mix

And:

TEAMSTERS UNION LOCAL 879

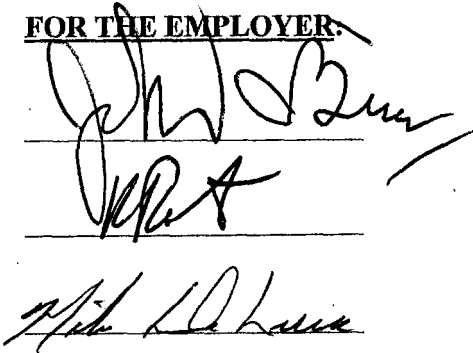
Re: Experienced Ready Mix Drivers

Further to the signing of the Collective Agreement between the Employer and the Union, the following will confirm certain understandings which have been reached between the parties:

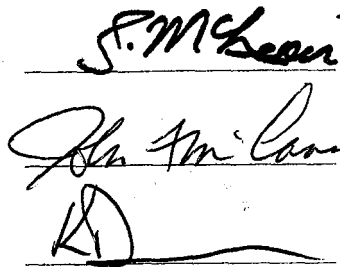
Drivers who have attained seniority and who Are subsequently laid off and then lose their seniority, may retain their former position on the wage grid in the event they are rehired.

The employer reserves the right to evaluate the skills, qualifications and experience of new applicants, and, at the Employer's sole discretion , to position new hires on the wage grid appropriate to their merits.

FOR THE EMPLOYER:


Three handwritten signatures are written over three horizontal lines. The top signature is the most prominent, followed by a second and then a third signature.

FOR THE UNION:


Three handwritten signatures are written over three horizontal lines. The top signature is the most prominent, followed by a second and then a third signature.

LETTER OF UNDERSTANDING

Between:

LAFARGE CANADA INC.

And:

TEAMSTERS UNION LOCAL 879

Re: Reopening of Operations

During the course of negotiations to renew the Collective Agreement the parties had discussion concerning the concept of industry competitiveness in relation to the reopening of dormant operations as set out in Article 2 - Coverage, namely those of Welland, St. Catharine's and Fort Erie. The parties have set out their understanding as follows:

In the event the Employer contemplates the reopening of either of those operations, and there exists competitor operations in the geographic area who are in contractual relations with Teamsters Local Union No. 879, and where there exist terms and conditions of employment which are less than as set out in Lafarge's Master Collective Agreement, the Employer will initiate discussions with the Union concerning appropriate terms and conditions of employment.

Dated at Burlington, this 30th day of May, 2003.

<u>For the Employer</u>	<u>For the Union</u>
