

COLLECTIVE AGREEMENT

BETWEEN

**LAFARGE CANADA INC.
COLDWATER QUARRY OPERATION**

AND

CONSTRUCTION WORKERS LOCAL 52

AFFILIATED WITH THE

CHRISTIAN LABOUR ASSOCIATION OF CANADA

COLLECTIVE AGREEMENT

BETWEEN

**LAFARGE CANADA INC.
COLDWATER QUARRY OPERATION**

AND

CONSTRUCTION WORKERS LOCAL 52

AFFILIATED WITH THE

CHRISTIAN LABOUR ASSOCIATION OF CANADA

Duration: January 1, 2012 to December 31, 2014

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COLLECTIVE AGREEMENT

between

**LAFARGE CANADA INC.
COLDWATER QUARRY OPERATION**
hereinafter referred to as the "Employer"

-and-

CONSTRUCTION WORKERS LOCAL 52
affiliated with the
CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the "Union"

Term: January 1, 2012 to December 31, 2014

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent of all its employees at its Coldwater

Quarry, Coldwater, Ontario, and its Uthoff Quarry operation in Orillia, Ontario save and except employees of the Ready Mix operation, supervisors and persons above the rank of supervisor and all dispatch, clerical and office personnel as defined in the certificate issued by the Ontario Labour Relations Board dated July 12th, 1999.

2.02 Supervisors will be permitted to perform production work normally performed by bargaining unit employees to the extent that such work does not result in the lay-off or the reduction in hours of an employee covered by the Agreement.

2.03 The Employer agrees that the Construction Workers Local 52 affiliated with the Christian Labour Association of Canada and its duly appointed representatives are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- 1) maintain order, discipline and efficiency;

- 2) hire, promote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee with seniority for just cause provided that a claim by an employee who has acquired seniority that he or she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- 3) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- 4) determine the nature and kind of business conducted by the Employer, the kinds and location of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, including assignment of employees to overtime, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives of management which shall remain solely with the Employer.

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- 1) the Union has the right to appoint one (1) steward. The steward is a representative of the employees in certain matters pertaining to this Agreement;

2) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and of enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

4.03 Stewards in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such stewards at their regular hourly rates while attending to such matters. The Employer will pay for two (2) employees for time spent on negotiating a Collective Agreement, for up to three (3) meetings with the Employer, whenever such meetings take place during regular working hours.

4.04 It is agreed that at least once every two (2) months during operating season, labour-management meetings will be held for the purpose of discussing any matters of mutual interest or concern including safety or health. A CLAC Representative may attend such meetings if an employee or the Employer requests this.

4.05 There shall be no Union activity on the Employer's premises except that which is necessary for the

processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slow-down or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force.
- 6.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 6.03 New employees will be hired on a sixty (60) days worked probationary period, and thereafter shall attain regular employment status. Their respective seniority shall be

dated back to the date of beginning of employment. During the probationary period employees may be paid one dollar (\$1.00) below the job rate.

- 6.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 6.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employees because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. The Employer will refer new employees to a steward or CLAC Representative in order to give such steward or CLAC Representative an opportunity to describe the Union's purposes and representation policies to such new employees.

ARTICLE 7 - CHECKOFF

- 7.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 7.02 a) The Employer shall bi-weekly checkout from each employee who has worked during that pay period the amount equal to union dues, as set by the CLAC National Convention.

- b) The Employer shall also deduct any authorized initiation fees owing by an employee.
- c) The total amount(s) checked off and/or deducted on behalf of the Union will be turned over by the Employer to the Union treasurer each month, within two (2) weeks after the check off and/or deductions are made, together with an itemized list of the employees for whom the deductions are made and the amount turned over for each.

7.03 Employees who cannot support the Union because of conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.

ARTICLE 8 - WAGES AND RATES OF PAY

8.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof.

8.02 The Employer agrees to pay four (4) hours of wages in the event that an employee who reports for work in the usual manner is prevented from starting work due to any cause not within his control, or that there is no other alternative work available for him.

8.03 A night shift premium of thirty-five (35) cents per hour shall be paid in addition to the applicable hourly rate, to all employees scheduled to work any shift which starts after 3:00 p.m.

- 8.04 If an employee works continually in a different classification, for more than four (4) hours, for any purpose other than training, they will be paid at the higher rate. If an employee is assigned to a job at lower rate of pay there will be no reduction in pay.
- 8.05 An employee authorized to use his own car on Company business may expense such mileage as per the Company's Mileage Allowance Policy.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 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 of days of work per week.
- 9.02 The regular work week shall be Monday through Saturday inclusive.
- 9.03 Work performed in excess of forty-four (44) hours per week, Monday to Saturday inclusive, shall be paid at the rate of one and one-half times (1.5x) the basic straight time hourly rate.
- 9.04 Employees who have not completed the specified times in Article 9.03 above, in a week may be worked on a Saturday at the straight time hourly rate until their completion of the specified straight time hours worked.
- 9.05 Work performed in excess of twelve (12) hours per day shall be paid at the rate of two times (2x) the basic

straight time hourly rate however the double time hours worked will not be computed in the calculation of the weekly overtime.

- 9.06 It is agreed that overtime shall be distributed as equitably as possibly within each job classification.
- 9.07 Although the Employer retains the right to assign and require employees to work overtime, the Employer does agree that it will not generally conduct production on Sunday, unless extraordinary circumstances prevail or customer requirements so dictate. If extraordinary circumstances necessitate work on a Sunday, time worked shall be paid at the rate of two times (2x) the basic hourly rate of pay for such hours irrespective of weekly hours. The Employer further agrees to respect the convictions of employees who prefer not to work on Sundays and will not discriminate against them.
- 9.08 Should the Employer request an employee to work at least one (1) hour in excess of twelve (12) hours, the Employer will pay a meal allowance of fifteen (15) minutes at the employee's appropriate overtime rate.

ARTICLE 10 - VACATIONS AND VACATION PAY

- 10.01 Employees who have completed one (1) year of service but fewer than five (5) years of service with the Employer shall be entitled to receive two (2) weeks of vacation and an amount equal to four percent (4%) of their total gross earnings in vacation pay.

- 10.02 Employees who have completed five (5) years of service but fewer than thirteen (13) years of service with the Employer shall be entitled to receive three (3) weeks of vacation and an amount equal to six percent (6%) of their total gross earnings in vacation pay.
- 10.03 Employees who have completed thirteen (13) years of service with the Employer shall be entitled to receive four (4) weeks of vacation and an amount equal to eight percent (8%) of their total gross earnings in vacation pay.
- 10.04 Employees who have completed twenty (20) years of service with the Employer shall be entitled to receive four (4) weeks of vacation and an amount equal to ten percent (10%) of their total gross earnings in vacation pay
- 10.05 To facilitate the scheduling of vacations, a vacation schedule shall be posted during the first week of the operating season. Employees shall indicate on the vacation schedule their time of vacation preference. The Employer will endeavour to grant vacations at the time requested considering business requirements. A final schedule shall be posted thirty (30) days later. If two (2) or more employees request the same vacation period, seniority shall apply.
- 10.06 In the event of any disagreement the vacation period allotted by the Employer shall be accepted by the employee as his vacation period.
- 10.07 For the purposes of this article, "years of service" shall be the seniority of the employee and the "gross earnings" shall be pro-rated in the year in which an employee

changes to a higher percentage. Vacation pay shall be calculated as of June 30th in each year.

- 10.08 The employee shall only be entitled to take a vacation of up to two (2) weeks during any peak period. Extensions may be granted by special permission by the Employer.

ARTICLE 11 - PAID HOLIDAYS

- 11.01 The Employer agrees to pay eight and one-half (8.5) hours at regular rates of pay, for the following ten (10) holidays:

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Family Day.

- 11.02 The work performed on any of the holidays mentioned in Article 10.01 shall be paid at the rate of one and one-half times (1.5x) the regular rate in addition to the holiday pay.

- 11.03 The provisions outlined in Articles 11.01 and 11.02 shall apply only to employees who:

- a) have worked or are available for work the regularly scheduled workday immediately preceding and the regularly scheduled workday immediately following the holiday. Any employee who is absent with the permission of the Employer on either or both of the qualifying days shall receive pay as aforesaid for such holiday, except in the case of extended leave of absence;

b) in the event that an employee is recalled in the week of a statutory Holiday as described in 11.01, the employee shall be paid for the holiday. The employee must meet all qualifying requirements of Article 11.03 a).

11.04 When one of the above-mentioned holidays falls on a Saturday or Sunday, the day proclaimed shall be the day observed. If no other day is proclaimed, the employees shall be paid the holiday in accordance with the conditions outlined in Articles 11.01 or 11.02.

11.05 Should any holiday fall during the vacation period of an employee, he shall be paid for such holiday at the regular rate for eight and one-half (8.5) hours in addition to his vacation pay.

11.06 For the purpose of calculating weekly overtime, a paid holiday shall be considered as time worked.

ARTICLE 12 - SENIORITY AND LAYOFFS

12.01 New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall be dated back to the date of beginning employment.

12.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the

Union to ascertain the seniority status of an employee within its jurisdiction.

12.03 Seniority rights shall cease and employment shall be deemed terminated for any employee who:

- a) voluntarily quits the employ of the Employer;
- b) is discharged and such discharge is not reversed through the grievance procedure;
- c) fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
- d) is laid off for a continuous period of more than eight (8) months.
- e) or fails to report for work without notice, for three (3) consecutive days, unless he provides a reasonable explanation.

12.04 When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of layoff and in doing so they shall be guided by the following considerations:

- a) seniority standings of the employees;
- b) family circumstances of the employees;

- c) demonstrated ability of the employees to perform the available work;
- d) in the event there is a dispute, seniority shall prevail.

- 12.05 In the event of a layoff of at least twenty (20) working days, or the removal of a particular classification, the employee(s) directly affected by the layoff may apply prior to the actual layoff for another job classification providing the employee(s) has more seniority and the qualifications, skill and ability to perform the work in that classification.
- 12.06 The Employer shall give one (1) week's notice of layoff when possible.
- 12.07 The Employer shall not be required to give one (1) week's notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 12.08 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) work days after the layoff took place.
- 12.09 Any employee laid off and recalled for work must return within one (1) work day when unemployed and within seven (7) workdays when employed elsewhere, after the Employer has sent such employee notice of recall by registered mail to his last known address, or make definite arrangements with the Employer to return. It is the responsibility of the employee to advise the Employer of his last address.

ARTICLE 13 - JOB POSTING

- 13.01 Where vacancies occur, notices of such vacancies shall be posted on bulletin boards for a period of three (3) normal working days. Applications for such vacancies are to be made within the three (3) day period. Within a further two (2) working days, the Employer shall post the name of the successful applicant and place him in the vacancy within a reasonable time.
- 13.02 When an applicant for a posted job is not awarded that particular job, the Employer shall give reason to the steward if requested.
- 13.03 When an employee is awarded a posted job, he is to be given a trial period of up to thirty (30) working days, and in the event the employee cannot perform the duties, he shall be allowed to return to his former classification.
- 13.04 When an employee is transferred from one classification to another on a temporary basis, the employee shall return to his former classification after the temporary work has been completed.

ARTICLE 14 - HEALTH AND ACCIDENT SICKNESS INSURANCE

- 14.01 Benefit plan premiums paid by Employer for all non-probationary employees. Benefits include:

- a) Life Insurance of forty-eight thousand dollars (\$48,000.00);
- b) Accidental Death and Dismemberment insurance of forty-eight thousand dollars (\$48,000.00);
- c) Extended Health Care Plan with semi-private hospitalization coverage, with no daily maximum; a drug plan with an 80/20 co-insurance on prescription drugs with some limitations;
- d) A vision care plan paying a maximum of one hundred and twenty dollars (\$120.00) total for contact lenses or eye-glasses and frames, for each covered individual, during each twenty-four (24) month period; increasing to one hundred and seventy-five dollars (\$ 175.00) total on January 01, 2007, for each covered individual, during each twenty-four month (24) period;
- e) Dental Plan with coverage equivalent to Blue Cross #7, Rider #2 with a 50% co-insured based at the O.D.A. current calendar year.
- f) a Weekly Indemnity Plan with benefits set at the maximum U.I.C. level on 1/1/8/26 basis with all rebates to the Employer;

14.02 Premiums as aforementioned shall be remitted directly by the Employer. In the event of a layoff, sickness or accident, the Employer will continue to remit the premiums for life insurance, ADD an extended care for a period of up to three (3) months.

ARTICLE 15 - SAFETY AND PROTECTIVE EQUIPMENT

- 15.01 The Employer will provide a place of employment which shall be safe for the employees and shall use necessary or required safety devices and shall adopt and use methods and processes to render it safe and shall do whatever is reasonably necessary to protect the life, health, and safety of the employees. It is understood that the employees will wear protective equipment and clothing when required.
- 15.02 The Employer agrees to supply each employee with appropriate safety hats free of charge, if needed in their duties.
- 15.03 The Employer agrees to supply employees with appropriate masks, filters and goggles where this equipment is needed in their duties.
- 15.04 The Employer agrees to supply uniforms, as may be required by the employee to perform his or her duties as prescribed the Employer.
- 15.05 The Employer will provide eighty-five dollars (\$85.00) to each employee towards the purchase of safety work boots, per calendar year upon presentation of a receipt. This amount will increase to ninety-five dollars (\$95.00) on January 01, 2010. This amount will increase to one hundred and five dollars (\$105.00) on January 01, 2011.

**ARTICLE 16 - REST PERIODS,
LUNCHROOM AND WASHROOM FACILITIES**

- 16.01 Employees will be given a minimum of one-half hour (1/2) hour lunch period for each shift, without pay.
- 16.02 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen (15) minutes duration each, daily, one in the forenoon and one in the afternoon.
- 16.03 The Employer agrees to provide sanitary lunchroom facilities and washroom facilities. Employees shall cooperate in maintaining reasonable cleanliness of these facilities.

ARTICLE 17 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 17.01 The Employer may grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of one (1) month:
- a) visiting out of the country when leave of absence does not conflict with the Employer's interests;
 - b) marriage, sickness, death in the immediate family;
 - c) the union meetings or conventions other than this plant, unless the selected employee is urgently required by the Employer for production, in which case the Union may select another employee to fill the place;

d) the above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of a leave of absence that such request for extension is justified.

17.02 The immediate family in this Article shall mean: mother, father, mother-in-law, father-in-law, brother, sister, wife, children, grandparents, and grandchildren of the employee.

17.03 In the event an employee is bereaved of an immediate family member as outlined in Article 17.02, the employee shall be granted a leave of absence of up to three (3) days with pay, to attend or arrange the funeral.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 The parties to this Agreement recognize the steward and the CLAC Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.

18.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

18.03 A "Group Grievance" is defined as a single grievance, signed by a steward or CLAC Representative on behalf of

a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the grievance procedure commencing with Step No. 1. The grievors shall be listed on the grievance forms.

18.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either party to arbitration by-passing Steps No. 1 and No. 2. Such policy grievance shall be signed by a steward or a CLAC Representative, or in the case of an Employer's policy grievance, by the Employer or his representative.

18.05 **Step No. 1**

Any employee having a grievance will, accompanied by a steward or a CLAC Representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth work day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step No. 2

If the grievance is not settled under Step No. 1, a CLAC Representative may within five (5) work days of the decision under Step No. 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the

grievance has been filed. The Employer shall notify the grievor and the CLAC Representative of his decision in writing within five (5) work days following the said meeting.

ARTICLE 19 - ARBITRATION

- 19.01 If the parties fail to settle the grievance at Step No. 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.
- 19.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step No. 2 of the grievance procedure.
- 19.03 If a notice of desire to arbitrate is served, the two parties shall attempt to select, by agreement, a sole arbitrator. If they are unable to agree upon an arbitrator within fourteen (14) days of the date of notice, either party may request the Ministry of Labour to appoint an impartial arbitrator.

The parties, by mutual agreement, may have the matter heard by a board of arbitration. Should the parties so agree, they shall nominate an arbitrator within seven (7) days of such agreement and notify the other party of the name and address of their nominee. The two (2) arbitrators so appointed shall attempt to select, by agreement, a chairman. If they are unable to agree upon a chairman within seven (7) days of their appointment,

either party may request the Minister of Labour to appoint an impartial chairman.

- 19.04 No person may be appointed as chairman who has been involved in an attempt to negotiate or settle the grievance.
- 19.05 The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman of the arbitration board governs.
- 19.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 19.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 19.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 19.08 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 18 and Article 19, where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 19.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at his hourly rate, as applicable,

times normal hours, less any monies earned, or by any other arrangement, which is just and equitable in the opinion of the arbitration board.

- 19.10 Where the arbitration board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the arbitration board may substitute a penalty which is, in its opinion, just and equitable.
- 19.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the chairman of the arbitration board.

ARTICLE 20 - DISCHARGE, SUSPENSION AND WARNING

- 20.01 When the attitude or performance of an employee calls for a warning by the Employer, such a warning shall be a written one, and a copy of this warning will be forwarded immediately to the provincial head office of the CLAC.
- 20.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) work days following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) work days following the interview, the Union may submit the complaint to arbitration.

ARTICLE 21 - PENSION PLAN


- 21.01 The Employer shall provide and administer a pension plan which shall be compulsory for all regular employees who have completed their probationary period, save and except students.
- 21.02 The Pension Plan shall be on a contributory basis with the employee and the Employer each paying upon ratification sixty-five cents (\$0.65) per hour per employee; increasing to seventy cents (\$0.70) on January 01, 2010; and to seventy-five cents (\$0.75) on January 01, 2011.
- 21.03 Within a month of ratification of the collective agreement, the Employer undertakes to meet with the Union for the purposes of forming a Pension Committee comprised of representatives of both parties who will meet for the purposes of reviewing and receiving updates on the plan's status.
- 21.04 The Employer agrees to organize, within sixty (60) days of ratification a presentation on the Pension Plan to employees. The presentation shall be facilitated by a representative from the Employer's Pension department and a representative from SunLife Financial. The presentation shall be on paid time and will be made available to all bargaining unit employees. The presentation will allow for the opportunity to ask questions in a group or individual setting.


ARTICLE 22 - DURATION

22.01 This Agreement shall be effective on the first day of January, two thousand and twelve (2012) and shall remain in effect until the thirty-first day of December, two thousand and fourteen (2014), and for further periods of one (1) year, unless notice shall be given by either party of the desire to cancel, change or amend any of the provisions contained herein, within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither party give such, notice this Agreement shall renew for a period of one (1) year.


SIGNED:


The "Employer"

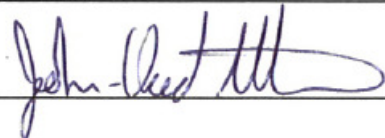




the "Union"







Dated May 28 _____ 2012.

SCHEDULE "A"**Classifications and Hourly Rates**

Classifications	Effective January 01, 2012	Effective January 01, 2013	Effective January 01, 2014
Labourer	\$18.55	\$18.95	\$19.45
Operator/Plant	\$21.40	\$21.80	\$22.30
Truck Driver	\$20.15*	\$20.75	\$21.45
Maintenance	\$21.80	\$22.20	\$22.70

Lead Hand to receive an additional fifty cents (\$0.50) per hour.

* Effective upon ratification.

LETTER OF UNDERSTANDING #1

between

LAFARGE CANADA INC. COLDWATER QUARRY OPERATION
hereinafter referred to as the "Employer"

-and-

CONSTRUCTION WORKERS LOCAL 52 affiliated with the
CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the "Union"

In consideration of the Collective Agreement entered into between the parties and to maintain orderly collective bargaining relations, the Employer and the Union hereby agree:

In the event of a layoff for a duration of eight (8) months or more, the Employer and the Union agree to meet during the eighth (8th) month to discuss the Employer's business plan and to consider alternatives to the forfeiture of employees' seniority as set out in Article 12.03 d) of the above referenced Collective Agreement.

SIGNED:


The "Employer"







Dated May 28

the "Union"







2012.

LETTER OF UNDERSTANDING #2

between

**LAFARGE CANADA INC.
COLDWATER QUARRY OPERATION**
hereinafter referred to as the "Employer"

-and-

CONSTRUCTION WORKERS LOCAL 52
affiliated with the
CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the "Union"

In consideration of the Collective Agreement entered into between the parties and to maintain orderly collective bargaining relations, the Employer and the Union hereby agree:

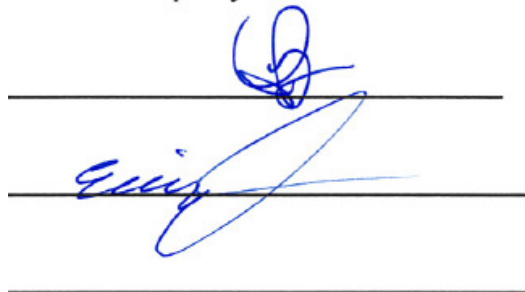
Following ratification of the renewal of this Collective Agreement, the Union will inform the Company of an election of Vacation Payment.

The Union will inform the Company as to how vacation payment will be made, either to pay out vacation as per the current practice of June 30th payout or at the employee's request, or by payment commensurate with their regular pay periods.

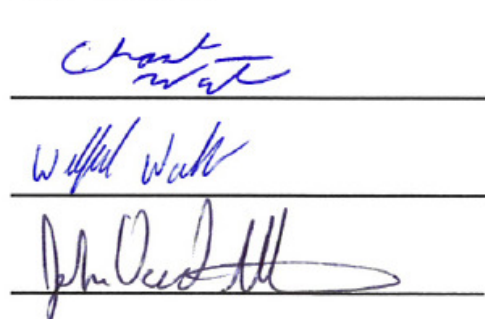
It is agreed that the above request will be for all members of the bargaining unit and will not be amended on a case-by case basis.

SIGNED:

The "Employer"



the "Union"



Dated June 22 _____ 2012.

Memorandum of Agreement

between

**LAFARGE CANADA INC.
COLDWATER QUARRY OPERATION**
hereinafter referred to as the "Employer"

-and-

CONSTRUCTION WORKERS LOCAL 52 affiliated with the
CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as the "Union"

In consideration of the Collective Agreement entered into between the parties and to maintain orderly collective bargaining relations, the Employer and the Union hereby agree:

The Company may designate and assign an employee to perform additional duties to assist in the efficient operation and administration of its operations at Coldwater.


The Company and Union agree that this position will be classified as "Working Foreman".


The Working Foreman shall be paid one dollar per hour (\$1.00) above the "Maintenance" Classification rate for all hours worked.

If and when the incumbent vacates the Working Foreman classification, the classification will revert to a nonunion position.

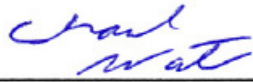
SIGNED:

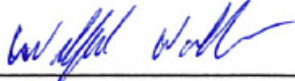
The "Employer"






the "Union"







Dated May 28 _____ 2012.

CONSTRUCTION WORKERS LOCAL 52

AFFILIATED WITH THE

CHRISTIAN LABOUR ASSOCIATION OF CANADA

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