

COLLECTIVE AGREEMENT

BETWEEN:

LAFARGE CANADA INC.
Hereinafter called the "EMPLOYER"

of the First Part

AND:

TEAMSTERS LOCAL UNION NO. 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, who are not also performing supervisory duties, in all ready mix concrete plant locations of the Employer at **London and St. Thomas**, save and except foremen and those above the rank of foremen,

office and sales staff.

- 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 The Employer agrees to deduct regular monthly Union dues from each eligible employee, including probationary employees, by the last pay of each month, and to remit the moneys so deducted on or before the fifteenth (15th) day of the month following.

Eligible employees are those for whom the Union has supplied the Employer with dues deduction authorizations.

The Employer further agrees, on receipt of proper authorization, to

deduct the Union initiation fee on the first pay following the completion of an employee's probationary period, and to remit said deductions to the Union on or before the fifteenth (15th) day of the month following.

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

The Secretary-Treasurer of the Union shall notify the Employer by letter upon the signing of this Agreement of the amount of monthly dues, and shall keep the Employer informed of any changes during the term of this Agreement.

- 3.06 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. New employees shall be required to pay dues for the month in which their probationary period terminates provided the date of such termination is on or before the fifteenth (15th) day of the month.

- 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.

- 3.09 The Union will save harmless Company from any liability and any or all issues relating to the implementation of this clause.

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, **excluding any discipline for incidents of workplace bullying, harassment and violence and/or Health and Safety Violations.**

It is understood that disciplines netted out for infraction regarding:

- **Workplace Bullying, Harassment and Violence**
- **Health and Safety Violations**

Will not have any sunset clause, but will not be used in the normal progressive discipline process.

- 4.07 In the event the Company is going to issue discipline to an employee for any reason, the discipline will be issued within ten (10) working days from management's awareness of the incident giving rise to the discipline. Should this ten (10) working day time frame not be met, the

Union though the Steward will be informed with reasons for the delay. If disciplinary action is not given within thirty (30) working days of management's awareness of the incident, no discipline will be given.

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.

6.08 When an employee is being suspended or terminated the Union Steward will be in attendance. In addition, the Steward will be given a copy of any discipline which is being placed in an employee's file.

ARTICLE 7 - ARBITRATION

7.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing no later than five (5) full working days from receipt of the answer given at step two of the grievance procedure. Such written notice will contain names of arbitrators acceptable to the requesting party. The parties will exchange names of acceptable arbitrators. Should the parties not agree on an arbitrator either party can request the Ministry of Labour appoint an arbitrator from the recognized list.

The arbitration hearing will be held as expeditiously as possible.

The arbitrator will render a decision within eight (8) weeks from the completion of the hearing.

By mutual agreement the parties can agree to have any matter referred to an arbitration board. This agreement will be in writing and either party will name their nominee to the arbitration board and both nominees will select an agreeable arbitrator. Should the nominees not agree either nominee can request the Minister of Labour appoint an arbitrator from

the recognized list.

- 7.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.03 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.
- 7.04 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.
- 7.05 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. Should any employee encounter a legal picket line, they have an obligation to continue to work and cross the picket line unless there is a serious risk to their health and safety.

ARTICLE 9 - HOURS OF WORK

- 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 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).
- 9.05 Overtime will be equitably distributed among the employees who regularly perform such duties.
- 9.06 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.
- 9.07 **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 written notice to the other party shall result in the reversion to the provisions contained herein, or such**

other system as the parties may decide.

9.08 **Off-Shift**

- a) When an employee reports to work between the hours of 4:00 p.m. and midnight, the work shall be considered an off-shift and the employee will receive an off-shift premium of **eighty (\$0.80) cents** per hour for all hours worked that off-shift.
- b) An off-shift on a Friday may continue into Saturday at straight time. 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.
- c) There shall be no pyramiding of overtime and premiums in the calculation of pay. **For clarification the employee will get the greater of the two off-shift premium or overtime, but not both.**

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.

10.03 Subject to customer dictates and as far as practicable, employees on-call and called into work will be given two (2) hours notice to report for work.

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. Probationary Employees who have worked at least sixteen (16) shifts in the four week period prior to the holiday will be paid eight (8) hours for the holiday in question.

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

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.

ARTICLE 13 - SENIORITY

- 13.01 All employees shall be placed on the seniority list after having completed a probationary period of ninety (90) calendar days from the date of hire. The seniority will then date back to the last date of hiring with the Company within this bargaining unit. **Any absence from regular duties for more than five (5) consecutive calendar days shall extend the probationary period for the same period in order to allow the Company to adequately assess job performance.** 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 (3) 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 **five (5)** calendar days after he has been notified by the Employer by registered mail, or **other form of proven delivery, or** if he fails to advise the Employer within five (5) working days of receipt of notice of his intention to return;
- 5) **is absent from work without approved permission from the Employer and/or no justifiable reason being given to the Employer for more than two (2) consecutive working days on any single occasion;**
- 6) **is absent from work due to sickness or disability for more than two (2) consecutive working days and fails upon return to work when requested by the Employer to produce a certificate/note from a qualified medical practitioner verifying such absence and**

substantiating the reason for such absence;

- 7) uses an approved leave of absence for reasons other than those specified. (Excluding traditional layoff)**
- 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 and 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, 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, 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 **five (5) 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 **eleven percent (11%)** for services in excess of twenty-five (25) years. Such employees will be entitled to **six (6) weeks'** vacation.

Any increase or entitlement to vacation pay will be given to the employee on their anniversary date. The vacation period is the calendar year January 1 through to December 31st. Employees who have their anniversary date in one year will receive the extra weeks' vacation in the following year.

- 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 1st**, and remove same on **March 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 annually and cannot be accumulated. The Vacation year to be January 1st to December 31st. Employees entitled to an increase in vacation pay will receive such increase on their next anniversary date.**
- 15.10 Vacation Pay will be paid on each bi-weekly pay period in accordance with the Employers pay practice.**

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:

Wage Schedule A						
For employees hired before ratification and with 3 or more years of service						
Classification	Previous	April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021
Ready Mix Drivers	\$29.70	\$30.10	\$30.50	\$30.90	\$31.30	\$31.70
Yardman	\$29.50	\$29.90	\$30.30	\$30.70	\$31.10	\$31.50
Licensed Mechanics	\$30.65	\$31.05	\$31.45	\$31.85	\$32.25	\$32.65

- 16.02(a) The Employer reserves the right to evaluate the skills qualifications and experience of new and re-hired applicants, and at the Employer's sole discretion to position new hires on the wage grid.

16.02(b) New employees shall be paid as follows:

Wage Schedule B						
For employees hired on or after ratification						
Classification	Upon Ratification	April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021
<u>Ready Mix Drivers</u>						
After 2 years service	\$25.85	\$26.25	\$26.65	\$27.05	\$27.45	\$27.85
During second year of service	\$24.85	\$25.25	\$25.65	\$26.05	\$26.45	\$26.85
During first year of service	\$23.85	\$24.25	\$24.65	\$25.05	\$25.45	\$25.85
<u>Yardman</u>						
After 2 years service	\$25.65	\$26.05	\$26.45	\$26.85	\$27.25	\$27.65
During second year of service	\$24.65	\$25.05	\$25.45	\$25.85	\$26.25	\$26.65
During first year of service	\$23.65	\$24.05	\$24.45	\$24.85	\$25.25	\$25.65
<u>Licensed Mechanics</u>						
After 2 years service	\$26.80	\$27.20	\$27.60	\$28.00	\$28.40	\$28.80
During second year of service	\$25.80	\$26.20	\$26.60	\$27.00	\$27.40	\$27.80
During first year of service	\$24.80	\$25.20	\$25.60	\$26.00	\$26.40	\$26.80

Effective upon ratification, increase Conveyor rate from \$10.00 per load to \$12.00 per load.

April 1, 2018 – increase to \$13.00

April 1, 2019 – increase to \$14.00

April 1, 2020 – increase to \$15.00

The parties agree that there will be an IPS Programme implemented. The terms and conditions are attached in Schedule “A”, forming part of this

- Collective Agreement. Other Clauses in the agreement will be amended to reflect this IPS Programme as per Schedule “A”.
- 16.02(c) 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
- 16.06 Should the Company appoint a Driver trainer, assigned or appointed to provide a Company approved driver training program, he/she will receive an additional one dollar (\$1.00) per hour for hours spent training.**

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 and/or incidents**, including the names and addresses of all witnesses to the accident.

Although not an exhaustive list, incidents shall be deemed as an interaction with any Regulatory Body, (for example Ministry of Transportation, Ministry of Environment, Law enforcement), moving violations, parking tickets, or events outlined in 17.01.

- 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 In terms of trucks including those current trucks with air conditioning, the Employee agrees it will comply with all necessary legislative standards. The employee will cooperate with the Company in ensuring trucks are well maintained and unless there is a serious safety risk, employees will continue to work until the issue raised has been rectified.
- 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 to be used during the transportation of the substance.

- 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.
- 17.12 Employees will be allowed fifteen (15) minutes to fully complete the circle check Employees must be fully operational to be dispatched after the fifteen (15) minutes circle check.
- 17.13 Once an employee is given a washout time, they will be allowed no more than twenty (20) minutes for such washout.

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 – EMPLOYEE’S 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 1:00 p.m. of the day before returning to work his/her 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 – BENEFITS & PENSION

22.01 Effective after three months following ratification:

Group Insurance Benefits

- a. The Company agrees to pay the cost of insurance premiums necessary to provide group insurance benefits for Employees covered by this Agreement. It is understood that the Employer's only obligation with regard to the provision of group insurance benefits is the payment of premiums. For clarity, any dispute concerning the provision of any specific benefit by the benefits provider may not be the subject of a grievance under this Agreement. The policies issued by the insurance carrier are the governing documents in any question of interpretation of benefits. The choice of insurance carrier is solely the Employer's decision.
- b. For new employees, group insurance benefit coverage will be in effect the first (1st) day of the month following completion the probation period.
- c. Employees are obligated to maintain and submit all necessary forms, designations and information required for benefit coverage to go into effect, for coverage to continue, and for benefit recovery.
- d. To be eligible for an increase in benefit or coverage, employees must be actively at work on the effective date of such change, otherwise, the increased benefit or coverage becomes effective upon the employee's return to work.
- e. An employee absent because of illness or accident shall continue group insurance coverage for a period of six (6) month from date of absence. The employee will have the option to pay in advance the combined benefit package of Group Life Insurance, Major Medical, Vision-Care and Dental for the 7th to 9th months.
- f. An employee on WSIB benefits shall continue Group Insurance coverage to the extent required by the Workplace Safety & Insurance Act.
- g. An employee on maternity/parental leave shall continue Group Insurance

coverage as per the Employment Standards Act.

- h. The Company will continue Group Life Insurance, Major Medical, Vision Care and Dental for a period of three (3) months from date of layoff. Employees will have the option to continue the above benefit coverage for an additional three (3) months of lay-off by paying in advance the cost of premiums.
- i. An employee recalled after one (1) month lay-off or more shall be covered for the calendar month in which he/she is recalled provided he/she works seven (7) days or more in the month. Otherwise, he/she shall be covered from the first (1st) of the month following his/her return to work.
- j. Group insurance benefits will be detailed in Group Insurance Plan booklet which will be provided to all employees with a copy to the Union. The following generally describes the group insurance benefit coverage:

Group Life Insurance:

Previous amount:	\$50,000.00
Effective September 1, 2013:	\$55,000.00

Accidental Death and Dismemberment Insurance

Previous amount:	\$50,000.00
Effective September 1, 2013:	\$55,000.00

Weekly Indemnity

To provide a benefit for a period of twenty-six weeks, equivalent to the E.I. maximum 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. All premium reductions revert to Employer to provide benefits.

Long Term Disability

Upon the expiration of the Weekly Indemnity Insurance (and E.I. sickness

benefits, if applicable) employees will receive a benefit of \$1,600.00 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.

Effective April 1, 2020 – increase to \$1,700 per month

Effective April 1, 2021 – increase to \$1,800 per month

Major Medical

To provide eighty (80%) percent reimbursement of eligible costs, which will include:

- prescribed drugs, meaning drugs that can only be purchased by prescription
- ambulance service
- other prescribed medical services and supplies as outlined in the Benefit booklet.

Vision-care Plan

To provide prescribed eye glasses to a maximum of \$255.00 every two (2) years. **Prescription eye glasses will increase to \$300.00 every two (2) years effective April 1, 2019.**

Dental Plan

To provide 80% reimbursement of eligible benefits equivalent to Ontario Blue Cross Plan Number Seven with Rider One and Rider Two, based on the current Ontario Dental Association Schedule of Fees. No maximum benefit payable shall be less than three thousand dollars (\$3,000.00) per calendar year per insured person.

Maximum Out-of-Pocket Expense

The maximum out-of-pocket expense for eligible claims incurred under items Major Medical and Dental Plans will not exceed eight hundred (\$800) dollars per employee per calendar year.

22.02 PENSION PLAN

The Employer agrees to contribute the amounts set out below into the Teamsters & Hamilton Vicinity Ready-Mix Producers' Pension Plan:

- a. For eligible employees hired prior to ratification of this Agreement.

Minimum Days Worked Per Month	Employer Monthly Contribution 1 st of month after ratification	Employer Monthly Contribution April 1, 2018	Employer Monthly Contributions April 1, 2019	Employer Monthly Contribution April 1, 2020	Employer Monthly Contribution April 1, 2021
8	\$555.00	\$575.00	\$585.00	\$595.00	\$605.00
4	\$335.00	\$345.00	\$355.00	\$365.00	\$375.00

- b. For eligible employees hired on or after ratification of this Agreement.

Employer Hourly Contribution 1st month after Ratification
\$2.65

Note: Hourly contribution based on regular hours worked. For clarity, overtime hours worked are not included in the calculation of hours paid.

For new employees, employer and employee contributions will commence the first day of the month following successful completion of the probationary period as set out in Article 13.01.

The Employer's obligations herein are limited to payment of contributions earned. All contributions shall be remitted on or before the fifteenth (15th) day of the month following the month in which they were earned.

ARTICLE 23 – WEEKLY GUARANTEE

23.01 It is agreed as follows, for the London Plant only:

- a) The Weekly Guarantee will apply during the period of January 1st to April 15th.

- 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 (75%) percent of the daily average of those employed in each classification during that week. This seventy-five (75%) percent shall be made up on the basis of seniority in each classification other than those who have received an E.I. Record of Employment form from the Employer shall receive a minimum gross payment for that week of three hundred and twenty-five (\$325.00) dollars. Any employee who has received an E.I. Record of Employment form and is requested to work shall report, unless he/she has reasonable reason for not reporting.

“Notwithstanding the provisions contained in Article 23.01, an employee who has received a Record of Employment and is called into work will be paid for actual hours worked. If he/she is ineligible to Collect E.I. benefits by reason of exhaustion of his/her claim, he/she will receive the applicable minimum guarantee of three hundred and twenty-five (\$325.00) dollars per week.”

- 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 (\$325.00) dollars 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.

- d) Notwithstanding the provisions of this Article, 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 (\$325.00) dollars 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.

- 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 (2/3) 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.

23.02 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.

23.03 Failure to be available and/or work on any day that he/she 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.

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

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 (**as defined by law**), brother, or sister, father-in-law or mother-in-law, brother-in-law or sister-in-law, **grandchildren or grandparents; these days need to be exhausted between the date of the death and no later than 2 days following the funeral, absent unusual and unforeseen circumstances beyond the employees control.** 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.

The Employer may require that an employee provide satisfactory proof of death in order to establish eligibility to be paid for the requested leave.

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 examination 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.
- 26.02 The Company will pay the cost of the medical examination in order that current employees maintain their AZ license. It is further understood that such employees may be assigned to a vehicle requiring an AZ license.

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 – SAFETY BOOTS

- 28.01 Safety Boots are a required component of Lafarge PPE Policy. The Employer will pay up to **two hundred (\$200.00) dollars** per employee per year towards the purchase of Safety Boots with receipt. The Safety Boots must be CSA approved, 8 inch boots with laces. The employee must ensure the boots are fully laced up. Upon completion of their probationary period, probationary employees may submit their receipt and be reimbursed up to **two hundred (\$200.00) dollars**.

ARTICLE 29 - 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 2022**, 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 have caused these presents to be signed by their proper officers, this ____ day of _____, 20____

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between:

Lafarge Canada Inc.
(London/St. Thomas Ready Mix)

And:

TEAMSTERS LOCAL UNION NO. 879

Re: Excess Hours of Work Agreement

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

The Union, as bargaining agent of the Employees covered under the Collective Agreement, agrees that the Employees may, if required by the Company, work in excess of the daily and/or weekly limits set out in ss.17(1) of the *Employment Standards Act, 2000*, up to thirteen (13) hours per day and/or sixty (60) hours per week.

This Letter of Understanding, forming part of and is consistent with the Collective Agreement, and

The Company acknowledges that upon execution of this Letter of Understanding it shall be compliant with Sections 17 and 17.1 of the *Employment Standards Act, 2000*, as those sections read effective March 1, 2005.

Confirmed this ____ day of _____, 20_____.

FOR THE EMPLOYER:

FOR THE UNION:

COLLECTIVE AGREEMENT

BETWEEN

LAFARGE CANADA INC.
LONDON / ST.THOMAS READY MIX

and

TEAMSTERS UNION LOCAL NO. 879

FROM APRIL 1 /2017 TO MARCH 31/2022

Copeu/343

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