

COLLECTIVE AGREEMENT

BETWEEN:

LAFARGE CANADA INC. (MANITOULIN QUARRY)
(Hereinafter called the "Company")

- and -

LOCAL 598/ UNIFOR
(Hereinafter called the "Union")

Expiry January 31, 2017

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COLLECTIVE AGREEMENT

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LAFARGE CANADA INC. (MANITOULIN QUARRY)
(Hereinafter called the "Company")

- and -

CAW LOCAL 598 UNIFOR
(Hereinafter called the "Union")

ARTICLE 1 - INTENT AND PURPOSE

- 1.1 The Company and the Union each agree that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote safe operations, efficiency and service and to set forth herein the basic agreement controlling rates of pay, hours of work, dispute procedure and conditions of employment. The Company recognizes the Union as the exclusive bargaining agent for all the Employees with respect to these matters.
- 1.2 The Company and the Union agree that during negotiations, each party had the unlimited right to make proposals and that all agreements have been reduced to writing and included in this contract. Any past practice or customs not specifically included in this Agreement are void.
- 1.3 **Union - Management Meetings**
Both the Company and the Union recognize that it is of mutual benefit to foster communication between the parties so that issues can be identified and resolved as early and effectively as possible. Matters of interests, which are not proper subjects to be dealt with under the grievance procedure, may be discussed at Union – Management meetings. There normally will be no more than three (3) representatives from each party. The Local Union President or designate will be present at each meeting and will be included in the numbers outlined above. The parties will meet as mutually agreed. Regardless of when other meetings are mutually agreed to, there will be a Union-Management meeting prior to the winter lay off period. Before each meeting, the parties will submit agenda items for consideration. One meeting a year will be specifically identified to discuss Health & Safety leadership for the facility, Health & Safety policies, and the future direction of the Joint Health & Safety Committee.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Union as the sole collective bargaining agent for those employees of Lafarge Construction Materials (Manitoulin) employed at its Quarry in the Township of Dawson, save and except supervisors, persons above the rank of supervisors, cookhouse staff, office, technical and sales staff.
- 2.2 The words "employee" and "employees" wherever used in this Agreement refer to such employees as are covered by this Agreement.
- 2.3 With specific regard to the performance of work by supervisory and non-supervisory personnel, the Company agrees with the principle of retaining for employees the production, shipping, and maintenance work normally done by them. Accordingly, supervisory and non-supervisory personnel shall not perform production, shipping, and maintenance duties that are normally done by employees (except work of an emergency or casual nature) where qualified employees are reasonably available to do such work. Also, it shall not be a violation of this section for supervisory and non-supervisory personnel to perform such work where it is done:
- a.) in the course of instructing or training employees;
 - b.) to overcome production and maintenance difficulties;
 - c.) in the course of research and development; or
 - d.) to protect the safety of employees or equipment.

ARTICLE 3-NO STRIKES OR LOCKOUTS

- 3.1 During the term of this Agreement, the Union agrees that there will be no strike and the Employer agrees that there shall be no lockout.
- 3.2 The words "strike" and "lockout" in this Agreement shall mean "strike" and "lockout" as defined in the Ontario Labour Relations Act.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The management of the Company's operation and the selection, retention and direction of its employees shall continue to be absolutely vested with the Company, and shall be modified only as expressly written as terms and conditions of this agreement.

Without limiting the generality of the foregoing, such Company rights shall include the rights to:

- a) The right to maintain safety, order, discipline and efficiency,

formulate and enforce rules and regulations, policies and practices to be observed by employees; the right to change and abolish rules and practices as the Company sees fit; the right to hire new employees, or fire, discipline, demote or terminate employees subject to proper cause.

b) determine the number of persons necessary for any functions or operations, designate the work to be performed by and the schedule and hours, including overtime hours, to be worked by individual employees, designate the time or times when an employee is to work; the right to lay off and recall employees subject to the provisions of this Collective Agreement; the right to determine the qualifications of any employee to perform any work, subject to the provisions of this Collective Agreement.

c) determine methods, processes and means of operation, and quality standards and quantity volumes, the right to use improved methods, machinery and equipment, the right to contract out work, and the right to determine the location of operations, and its operation, curtailment, or discontinuance.

ARTICLE 5-UNION REPRESENTATION

- 5.1 The Union will designate one employee as a Unit Chair who will act as a Steward. The Union will designate three (3) employees to be Stewards, including the Unit Chair for the first sixty (60) employees and one (1) more Steward for each additional twenty (20) Employees. There will be three (3) Union Safety representatives selected from employees in the bargaining unit.
- 5.2 The Union shall notify the Company in writing of any change in the Unit Chair, Stewards and/or Union Safety representatives.
- 5.3 A Unit Chair or Steward shall be allowed such time off as may be reasonably required to attend meetings scheduled by management and subject to obtaining permission in advance from his supervisor, which permission shall not be unreasonably denied. Union representatives attending such meetings will continue to be paid for any regularly scheduled time missed as a result.
- 5.4 The Unit Chair, Stewards, and/or Union safety representatives shall not be denied any rights or benefits provided for in this collective agreement because of their Union activity.
- 5.5 The Unit Chair and the Co-Chair of the Health & Safety Committee will not be laid off for temporary lay offs, provided each is qualified to do the work available.
- 5.6 The Union will contact the local management in advance of a visit to the location by the Local Union President, the Local WSIB representative, and/or National

Representative for permission, which will not be unreasonably denied. Such visit shall not be disruptive to production or the operations of the quarry.

- 5.7 The Union bargaining committee will be composed of the Unit Chair, location employee representative, the Local Union President, and the National Representative. The Company will grant up to one week of union leave to the local members of the bargaining committee to allow them to prepare for negotiations.

ARTICLE 6 -NO DISCRIMINATION OR HARASSMENT

- 6.1 All employees are expected to treat others, including Employees, Company personnel, and contractors, with courtesy and consideration and to discourage discrimination and harassment.
- 6.2 There shall be no discrimination or harassment by the Company or the Union or the Employees against any other employee because of Union sanctioned activity or membership or non-membership in any trade union, or against anyone because of the employee's sex, race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. The Company will promptly investigate all allegations.
- 6.3 Proper discussions between an employee and a supervisor related to performance issues or disciplinary matters or work assignments or other work related items do not constitute harassment.

ARTICLE 7 -UNION DUES

- 7.1 The Company shall, during the life of this Agreement, and as a condition of each employee's continued employment, deduct an amount from each bi-weekly pay of each employee for Union's dues. Deductions will be remitted to the Union together with a list of names of employees from whom such deductions were made for complete pay periods in the month by the 10th of the month following.

Deductions will be made from any regular pay period including vacation.

The amount of Union dues currently in effect in accordance with the Union's constitution or the local's by-laws shall be certified by the Union to the Company by letter signed by the President or the Financial Secretary of the Union. Any changes in union dues will be provided by the Union to the Company by letter no later than thirty (30) days in advance of the change. Notification is to be sent to the Director, Labour Relations with a copy to the Plant Manager.

- 7.2 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

ARTICLE 8-SENIORITY

- 8.1 A new employee shall be considered probationary during the first ninety (90) calendar days from the date of hire with the Company and shall have no seniority rights. Probationary employees will not have recourse to the grievance procedure in the event of termination. Probation Period of ninety (90) working days for employees hired for "Holiday Relief" positions.
- 8.2 Upon completion of the probationary period, the employee's seniority shall date back to the date of hire.
- 8.3 Seniority lists of employees shall be posted on the plant bulletin board and updated on a quarterly basis and a copy provided to the Unit Chair. Such lists shall show the employee's name and date of hire. The Union will be provided quarterly with a copy of an employee list which will consist of name, seniority, job position, home mailing address, and phone number.
- 8.4 An employee shall lose his/her employment and seniority rights if he/she:
- (a) quits for any reason or retires;
 - (b) is discharged for just cause;
 - (c) is absent from work for up to three (3) working days without contacting the Company;
 - (d) is laid-off for a period in excess of six (6) consecutive months for employees who had less than two years of service at the time of lay off and for a period of twelve (12) months for employees who had more than two years of service at the time of lay off.
 - (e) fails to make contact with the Employer after recall from lay off within three (3) working days following notification to return to work, unless the employee has made an arrangement in advance with the Company that he/she will be unavailable for a specific period of time. Formal notification of recall will be by registered mail. It is the employee's responsibility to provide the company with up to date contact information, including address and phone number.
- 8.5 If an employee is promoted to a supervisory position and such employee is subsequently returned within a period of six (6) months, such an employee will revert to his/her former position without loss of seniority.

- 8.6 The Company may hire students or interns for temporary work during their vacation periods or coop terms; a period not to exceed five (5) consecutive months. Students/Interns hired under this provision will not be eligible for benefits, pension or seniority rights.

ARTICLE 9 - HOURS OF WORK AND PREMIUM PAY

- 9.1 The work week shall commence with the beginning of the first shift on Sunday or at the beginning of the shift starting closest thereto.
- 9.2 Time and one-half (1 1/2) the basic straight time rate shall be paid for all hours worked in excess of forty-two and one-half (42 1/2) hours in a work week.
- 9.3 The daily starting time and quitting time for all employees will be determined by the Company in accordance with its requirements.
- 9.4 The Company does not guarantee to provide work for any employee or to maintain the work week or working hours presently in force.
- 9.5 An employee shall be paid time and one half (1 1/2) times his/her regular rate of pay for all hours worked on a Saturday or Sunday. Hours or parts of hours worked on a Saturday or Sunday shall be included for the purpose of calculating overtime.
- 9.6 A premium of forty five (\$0.45) cents per hour shall be paid to employees for all hours worked during any shift starting between 3:00 pm and 5:00 am.
- 9.7 An employee who reports for work at his/her normal time and is not provided with at least four (4) hour's work shall be paid at least four (4) hour's pay at his/her basic hourly rate. However, the employee must remain at work and perform any duties required of him/her if requested to do so.
- 9.8 An employee called back to work after the completion of his/her regular shift shall receive a minimum of four (4) hour's pay at the basic rate of pay.
- 9.9 There shall be no pyramiding of overtime and premiums in the calculation of pay.
- 9.10 Shift schedules, including start times, for the following week will be posted by Wednesday 4:00 pm.
- 9.11 Overtime opportunities will be given to the senior qualified employee who has signed up on the overtime list in the preceding week. In the event the Company is unable to fulfill the complement through the posting procedure, such overtime requirements will be fulfilled through assignment in an inverse order of seniority from qualified employees, subject to provincial legislation.
- 9.12 During production season, employees will have a paid half hour lunch.

ARTICLE 10-JOB OPPORTUNITIES, POSTINGS, LAY OFFS, & RECALLS

10.1 Training for Non-Maintenance Positions

The Company will post training opportunities for employees to indicate their interest in jobs that they are not currently qualified for. Training opportunities will be posted based on the current and foreseen needs as determined by the Company and will be given to senior employees, giving consideration to operational requirements. Employees who successfully complete the training and achieve the standards set by the Company for the job will be considered qualified.

10.2 Non-Maintenance Job Vacancy

a.) When a requirement in a job is identified, the Company will first consider those employees who have been reduced from the job in order of seniority. Failing this, the Company will consider any employee who has successfully completed the training for that job. In order of seniority, qualified employees will be offered the position. Should no senior employee accept the position, then the junior qualified employee may be placed in the job.

b.) If there are no qualified employees identified in the above method, the Company may post an opportunity to be trained for the purpose of being placed on the job once training is successfully completed. The posting will be posted for five (5) calendar days. Employees may apply for the job by submitting a request in writing to the Plant Manager. Selection will be made by the most senior employee who has applied.

c.) Where the position has not been filled by a or b above, the Company may reassign employees, train or hire, at its option.

10.3 Lay Off

When the company determines it necessary to reduce the number of employees in a job, the Company will exercise the junior employee's seniority by displacing the most junior employee from a job that the surplus employee is qualified for. If the surplus employee is unable to displace another employee then he/she will be laid off.

10.4 Recall

When the Company identifies a need to increase the number of employees the Company will first look at employees who are on lay off in order of seniority. Such employees will be recalled based on qualifications for the job to be filled.

10.5 Winter Maintenance Opportunity for Non-Maintenance Employees

The Company will annually post a request for Non-Maintenance employees to make their interest known for winter maintenance. This posting will be posted June 1st and remain open for the seven (7) calendar days. The Company will give

an estimate as to the staffing needs for the following winter maintenance. This estimate will be made based on historical experience and projected needs, but will not be considered a commitment by the Company. An employee who identifies his/her interest will be considered when the final numbers are determined at the time the winter maintenance occurs. The purpose of the posting is to determine if additional training is required for employees in order to be included in the winter maintenance crew. During the operating period, the Company will provide training opportunities to these employees so that they may develop the skills necessary to complete the winter maintenance work that will be available, as operational requirements permit. Employees will only be included in the winter maintenance crew provided they have attained the necessary qualifications. Employees who sign up for winter maintenance will be committing to work, providing there is work available.

10.6 Posting of Maintenance Opportunities

When the Company determines the need for additional maintenance employees the company will post the opportunity for five (5) calendar days. Consideration will be given to senior employees who meet the following base requirements:

Welding/Fabrication

1. ability to pass welding tests,
2. proficiency with an oxy-acetylene cutting torch, and
3. fabricating skills.

Fixed Plant Maintenance

1. demonstrated skill in the maintenance (servicing and rebuild) of all process equipment,
2. proficiency with an oxy-acetylene cutting torch, and
3. ability to measure and make adjustment to meet required tolerances of equipment.

These standards are subject to review by the Company and may from time to time be amended. Changes to these standards will be reviewed with the Union through the Union-Management meetings.

10.7 The Company shall provide copies of all job postings to the Unit Chair at the time of each posting.

ARTICLE 11-GRIEVANCE PROCEDURE

11.1 A grievance shall be a difference, dispute or complaint arising over an alleged violation of this Agreement.

Step I

The grieving employee has seven (7) calendar days from the time of the alleged violation to raise the issue with his/her immediate supervisor. Such supervisor shall

give his/her decision within seven (7) calendar days. The grieving employee may elect to have his/her union representative attend the meeting with the supervisor.

Step 2

Failing settlement at Step 1, the employee, through the Union, may file a written grievance within seven (7) calendar days following the decision in Step 1. The Unit Chair and any other available steward shall meet with the Plant Manager and any other management personnel he/she deems appropriate to discuss the merits of the grievance. The Company decision shall be given in writing within seven (7) calendar days following this meeting.

- 11.2 Failing settlement under Step 2 of any difference between the parties arising from the interpretation, administration or alleged violation of this Agreement, such difference may be referred to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned.
- 11.3 No complaint or grievance may be submitted or considered under the grievance procedure unless it has been presented within seven (7) calendar days from the time of the incident giving rise to the grievance, or from the time the affected employee became aware of the alleged incident or reasonably could have been aware of the alleged incident.
- 11.4 Any complaint or grievance arising directly between the Company and the Union shall be originated under Step 2 by the grieving party.
- 11.5 The Union Steward is required to obtain permission from his/her supervisor to leave his/her job in order to attend to grievance matters. Permission will not be unreasonably withheld. The Company shall pay for time lost from scheduled work only.
- 11.6 The above noted time limits may be waived only by mutual consent of the Company and the Union.
- 11.7 Policy Grievances

Any difference arising directly between the Company and the Union alleging a violation of this Agreement, may be submitted in writing as a grievance by either of the parties to the other requesting a meeting to discuss the difference. Such grievances will be submitted at second step.

ARTICLE 12-ARBITRATION

- 12.1 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall notify the other party in writing within ten full

working days of the second step grievance answer. Arbitration shall be by single arbitrator. The single arbitrator shall be selected from the following list by the parties alternately striking a name from the list: K. Burkett, W. Rayner, B. Welling, A. Barrett, T. Jolliffe, N. Jesson, and P. Knopf.

- 12.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.3 No matter may be submitted to arbitration which has not been carried through the proper steps of the grievance procedure.
- 12.4 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 12.5 The proceedings of the arbitration shall be expedited by the parties hereto and the decision of the arbitrator will be final and binding upon the parties hereto and the employee(s) concerned.
- 12.6 All costs of the arbitrator shall be shared equally by each of the parties.
- 12.7 All time limits contained in the grievance and arbitration procedure are mandatory and may only be extended by mutual consent in writing. If any of the time limits to refer the grievance to the next step in the grievance and arbitration procedures are not adhered to then the grievance shall be considered abandoned and not subject to review by an arbitrator.
- 12.8 Once a grievance has been referred to arbitration, either party may elect to request a special meeting to discuss the grievance with the view of reaching a mutually acceptable resolution. Besides the Plant Manager and the Unit Chair, this meeting will include the Operations Manager and the Director of Labour Relations for the Company and the Local Union President and the National Representative for the Union.

ARTICLE 13 - PAID HOLIDAYS

- 13.1 The following listed holidays will be granted to all employees with pay except those who have not completed their probationary period:

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

- 13.2 Employees shall be paid for listed holidays in an amount which accords with what they would have earned for working a regular shift at their regular straight time wage rate for that day (i.e. an employee who regularly works a 12 hour shift is entitled to 12 hours pay). An employee who is required to work on a listed holiday shall be paid for all hours worked at one and one half times his/her regular wage rate in addition to his/her regular statutory holiday pay for that day.
- 13.3 All hours worked on a listed holiday shall be included for the purposes of calculating weekly overtime.
- 13.4 An employee must work their full scheduled shift the workday preceding the holiday and their full scheduled shift following the holiday to be eligible for holiday pay. An Employee who is absent either their full shift the work day preceding the holiday or their full shift following the holiday shall not be disqualified from receiving the holiday pay provided they furnish the Company with a reasonable excuse acceptable to the Company for such absence. An Employee who is scheduled to work on a holiday which is part of their normal schedule must work in order to receive holiday pay unless they present a reasonable excuse acceptable to the Company.

ARTICLE 14 - VACATION PAY

- 14.1 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/her in the twelve (12) month period ending June 30th in each year.
- 14.2 An employee who has established one (1) year's seniority as of June 30th shall be entitled to two week's vacation with pay based on four percent (4%) of wages earned.
- 14.3 Employees who have completed five (5) or more year's service as of June 30th in any year shall be entitled to vacation pay at the rate of six percent (6%) for service in excess of five (5) years. Such employee will be entitled to three (3) week's vacation.
- 14.4 Employees who have completed fifteen (15) or more years service as of June 30th, in any year shall be entitled to vacation pay at the rate of eight percent (8%) for service in excess of fifteen (15) years. Such employee will be entitled to four (4) week's vacation.
- 14.5 It is understood that the third week of vacation may not be consecutive with the first two weeks without the consent of the Company.
- 14.6 Employees laid off over a two (2) month period will not be entitled to take more than one (1) week of vacation during the first four (4) months of employment.

The remaining week or weeks may be taken at the Company's discretion during the balance of the employment season. However, an employee who does not take one (1) week of vacation in the first four (4) months of his/her return to work, shall be entitled to two (2) consecutive weeks of vacation.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Bereavement:

An employee, on attaining seniority, will be granted up to three (3) days leave of absence with pay for time lost from work for the purpose of making arrangements and attending the funeral in the event of the death of a mother, father, spouse, brother, sister, child, grandparent, spouse's grandparents, son-in-law, daughter-in-law, mother-in-law, father-in-law, Sister-in-law and Brother-in-law and unpaid time may be granted to attend the funeral of a person not listed above.

15.2 Jury Duty

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

15.3 Parental/Maternity/Paternity Leave

Employees shall be granted parental/maternity/paternity leave consistent with Ontario and Federal legislation. Any employee applying for such leaves will provide as much advance notice as possible to the Company.

15.4 Unpaid Personal Leaves of Absence

The Company will grant an employee a leave of absence without pay up to 30 days for personal reasons if:

- a) the request is made in writing a minimum of 15 days in advance of the leave request,
- b) production requirements are such that the Company is able to grant the time off without unduly interfering with the operations, and
- c) the Company is satisfied that the employee's explanation for the request is good and reasonable.

Under no circumstances will a leave of absence be granted for an employee to take other employment. An employee's request for a leave of absence will not automatically be refused solely by reason of his/her incarceration.

15.5 Union Leaves

The Union will notify the plant manager of any requests for leaves of absence for employees to conduct union business. The Union will provide the Company with as much advance notice as possible, but no less than one week. These union leaves include leaves to conduct union business, union education, and union conferences. The Company will grant such leaves based on its ability to continue to operate efficiently, but will not unreasonably deny such requests. Under no circumstances will the Company be expected to grant more than two (2) union leave requests and not more than 1 from any single crew, at a time during the operating season or one (1) union leave request at a time during the winter maintenance season.

ARTICLE 16 - RATES OF PAY AND CLASSIFICATIONS

16.01 The Company agrees to pay and the Union agrees to accept, for the duration of this Agreement, the following wage rates.

Employees during their probationary period will receive one dollar (\$1.00) per hour less than their classification rate.

An employee who is assigned to be a lead hand will receive two dollars (\$2.00) per hour more than his/her classification rate.

CLASSIFICATION	FEBRUARY 1, 2014	FEBRUARY 1, 2015	FEBRUARY 1, 2016
Licensed Electrician	\$24.78	\$25.13	\$25.63
Licensed Mechanic	\$23.53	\$23.88	\$24.38
Licensed Crane Operator	\$23.01	\$23.36	\$23.86
Production/Shipping	\$22.07	\$22.42	\$22.92
Maintenance	\$22.57	\$22.92	\$23.42
Drill and Blast	\$22.07	\$22.42	\$22.92

16.02 Qualified employees posted to the job of pit loader main control tower and any employee doing four hours or more of daily maintenance, will be paid a \$0.50/hour premium.

ARTICLE 17 - BENEFITS AND PENSION

- 17.1 Employees will be eligible to participate in the below benefits beginning the first of the month following the completion of the probationary period. The Company agrees to pay the cost of the premiums for the following:
- (a) Group Life Insurance and AD&D in the amount of forty-eight thousand dollars (\$48,000). Coverage terminates at age 70 for any active employee.
 - (b) A Major Medical Plan which includes drugs that can only be purchased by a physician's prescription. A pay-direct drug card will be provided. This Plan will have a twenty-five (\$25.00) deductible for each calendar year. There will be an annual maximum of \$1,500 combined for all eligible paramedical practitioners. There will be no overall annual maximum for in-province expenses and a \$2,000,000 lifetime maximum for out-of-province emergency expenses.
 - (c) Prescribed eyeglasses to a maximum of one hundred seventy five dollars (\$175.00) for every 24 rolling months;
 - (d) Hospital insurance to provide 100% reimbursement for the difference between the public ward rate and the semi-private accommodation rate;
 - (e) Weekly Indemnity insurance of 67% of weekly insurable earnings with a maximum weekly benefit equal to the maximum weekly benefit in effect under the Employment Insurance Act at the commencement of disability.
 - payment commences immediately, with no waiting period for a disability resulting from bodily injury effected directly and independently of all other causes through accidental means.
 - payment commences on the first day of hospital confinement for which a charge is made to the provincial hospital plan provided you are an in-patient or admitted to a day-care unit in a licensed hospital.
 - payment commences following a three day waiting period for a disability resulting from disease.
 - payable weekly for not more than 26 weeks of any one disability due to one or more causes.
 - (f) Long Term Disability Insurance Plan to provide a benefit of \$1,500.00 per month following a 26 week waiting period, up to a maximum benefit period of sixty (60) months or age sixty-five (65), whichever is earlier. This LTD benefit is to be directly offset by any amount payable by the Canada Pension Plan, WSIB, any automobile insurance or any other legislated income replacement or compensation plan, any amount payable by any employee pension plan, any amount payable by any severance pay

or salary continuance plan and any other disability benefits received from any other sources;

- (g) A Dental Plan to provide:
- 100% reimbursement for eligible basic, endodontic and periodontal expenses;
 - 50% reimbursement for eligible denture and restorative expenses;
 - Up to an annual maximum of \$10,000 per calendar year
 - Subject to the dental fee guide in effect in the province of residence two years prior to the date treatment is rendered.
 - The plan will have a (\$0.00) deductible per individual and family per calendar year.

All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the benefit plans as amended from time to time.

- 17.2 The Company Pension Plan shall be on a contributory basis with the Employer and Employee each contributing seventy five cents (\$0.75) per hour for each hour worked effective January 31, 2014, eighty cents (\$0.80) per hour for each hour worked effective January 31, 2015 and eighty five cents (\$0.85) for each hour worked effective January 31, 2016.

ARTICLE 18 - HEALTH & SAFETY

- 18.1 The Company shall make provisions for the safety and health of the employees during the hours of their employment consistent with the Occupational Health and Safety Act and the Regulations for Industrial establishments and the Occupational Health and Safety Act and regulations for Mines and Mining Plants, and consistent with Manitoulin's facility Health and Safety Manual. The Company and the Union will continue to strive for the highest standard of health and safety and are committed to working together to attain this goal.
- 18.2 An employee who is injured at work and loses time as a result of seeking medical attention shall not suffer the loss of earnings from his scheduled shift on the day of the injury. The employee will return to work after treatment if permitted to do so by the attending physician.
- 18.3 There shall be a joint Health & Safety Committee composed of three (3) employee representatives selected by the Union and three (3) Company representatives selected by the Company, and they shall meet monthly. All employees will be instructed to discuss their problem with their immediate supervisors before bringing it to the attention of the joint Health & Safety

Committee. Only health and safety issues shall be discussed at the joint Health & Safety Committee meeting. The joint Committee will function in accordance with the requirements of the Occupational Health and Safety Act.

- 18.4 Throughout the term of this Agreement the Joint Health & Safety Committee shall meet and in addition to the functions described by the Health and Safety Act, recommend the education and training required for the committee and employees, implement monthly joint inspection programs, develop and amend the facility Health & Safety Manual, and address matters related to applicable legislation. Recommended changes and proposals will be mutually agreed upon before being offered to Management.
- 18.5 One of the Union committee members will be designated as a co-chair of the committee. The Union will notify the Company of the appointment. The co-chairs will take the necessary training to be certified under the Act.
- 18.6 Union representatives attending such duties in Article 18.04 will continue to be paid for any regularly scheduled time missed as a result.
- 18.7 A worker may refuse to do work or do particular work where he/she has reason to believe that:
- a) Any equipment, machine or device or thing the worker is to use or operate is likely to endanger himself/herself or another worker;
 - b) The physical condition of the workplace or the part thereof in which he/she works is likely to endanger himself/herself; or
 - c) Any equipment, machine, or tool the worker is using or the physical condition of the workplace or part thereof contravenes the Ontario Occupational Health and Safety Act or regulations and is likely to endanger himself/herself or another worker.

As specified by the Act, any refusing worker must remain in a safe place near the workstation until the first stage investigation is completed, or the Company may assign some other reasonable work during his/her normal working hours.

18.8 MEDICAL EXAMINATION

New employees, as part of the hiring process will be required to submit to a medical examination prior to starting. The employee will take his physical from a Company selected physician who will provide written documentation confirming the employee's ability to meet the physical requirements of the job and the employee's ability to safely work from a health perspective.

An employee may also be asked to submit to a fitness for duty in the event there are reasonable grounds for such request. The Company will discuss such requests with the Union in advance.

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

In cases where employees are required to undergo medical examinations of fitness at the Company's request during the employee's scheduled hours of work, such employees will be paid for up to four hours pay in order to offset any hours lost.

ARTICLE 19- CONTRACTING OUT

Production and maintenance work normally performed by bargaining unit employees on a routine and regular basis will not be contracted out if such action would directly result in the layoff of Employees.

In the event employees are on lay off with recall rights and the Company plans to contract out production or maintenance work which is normally and routinely performed by bargaining unit employees, the Company will review the work to be done on the project with the Union. Consideration will be given to the efficiency with which the work can be done, availability of employees, and expected duration of the work to be done. It is understood that a project with an expected duration of less than two weeks will be exempt.

The foregoing limitation notwithstanding, the following will not be considered contracting out:

- (a) New construction or major modifications; or
- (b) Major modernization of Company facilities; or
- (c) Work that is under warranty; or
- (d) Work that requires specialized equipment and/or the Company does not have appropriate equipment to complete the work; or
- (e) Any incidental work that is under the supervision of a third party contractor.

ARTICLE 20- TECHNOLOGICAL CHANGE

The Parties recognize the importance that improvements to the efficiency of the operations play to the success of the business and the future of the employees in the

operations. The Company recognizes that in some cases changes in technology may result in elimination of or changes to positions that may impact individual employees. Where changes occur in processes or procedures for employees to do their jobs, those affected employees will be given the opportunity to be task trained on the changed processes or procedures based on seniority. When the job becomes redundant as a result of such changes employees will be allowed to exercise their seniority rights to displace more junior employees consistent with Article X.03.

ARTICLE 21 - SKILLED TRADES APPRENTICES

21.01 The purpose of this Article is to define the term "tradesperson" and to set out rules and procedures applicable to them. Effective the date of ratification of this Agreement, Skilled Trades refers to an employee in one of the following classifications:

- Electrician
- Mechanic
- Mobile Hoisting Crane Operator

21.2 The Skilled Trades covered by this Agreement are those for which someone has completed a bona fide apprenticeship and meets the Company's standards together with those occupations which form part of an apprenticeable trade.

21.3 A tradesperson is someone who:

- a) has completed a bona fide apprenticeship and meets Company standards; or,
- b) holds a recognized CAW tradespersons card in the trade in which he/she claims recognition and meets Company standards; or,
- c) has eight years practical and general experience covering all phases set out in the apprenticeship program applicable to the trade in which he claims journeyman status and meets Company standards.

21.04 The Company may from time to time determine the need for one or more apprentices. The Company will solicit applications to fill these needs through the posting procedure.

21.5 The successful applicant for an apprenticeship competition will be the senior candidate among those whose overall mark is seventy-five percent (75%) or better. The competition criteria will be reviewed with the union through the Union-Management Committee.

The basic requirements for consideration will comply with Ministry of Training, College and University guidelines and will include, where applicable:

- a) completion of Grade 12 academic training or equivalent with emphasis on job related areas of study such as Mathematics, Electrical, Electronics, Machine Shop, etc.,
- b) written and oral expression of interest, and

- c) successful mark on any pre-requisite testing.
- 21.6 An apprentice will be expected to diligently pursue the apprenticeship program and progress in the program until completion. Where an apprentice fails two exams in a term, demonstrates an inability to learn, demonstrates a lack of interest in his/her education, or performs unsatisfactory work, he/she may be disciplined up to and including being removed from the apprenticeship program. Such action will be determined by Management but will be discussed with the union in advance.
- 21.7 The Company agrees to, upon successful completion of each term; reimburse the apprentice for books, registration fees and/or tuition required in connection with related training under the Apprenticeship Program.
- 21.8 During the apprenticeship the apprentice shall be paid the maintenance rate. Upon becoming a journey person, the employee will receive the trades (Mechanic or Electrician) rate.
- 21.9 The apprentice shall be paid his/her regular hourly rate for actual school attendance. If as part of the program, the apprentice is sent to a community college, trade school or other outside course for any period of time, and is entitled to any financial supplement from any source then the company will only be responsible for making up the difference in pay.
- 21.10 Each apprentice will be required to enter into an apprenticeship agreement. Copies of the agreement shall be provided to the apprentice, the Company, the Union, and the Ministry of Training, Colleges and Universities.
- 21.11 An apprentice may request credited time based on MTCU rules for prior work and/or academic experience. Requests will be reviewed at the local level through the Union-Management committee before being recommended to the MTCU.
- 21.12 Notwithstanding the provisions of Article 10, no apprentice during his/her apprenticeship may apply under the job posting provisions of this Agreement to fill any job vacancy.
- 21.13 The Company will continue its practice regarding the replacement of worn out or broken tools or any trades license renewals to be paid in full by the Company.

Article 22 -DISCIPLINE

- 22.1 If requested by an employee a union steward, if one is available, may be present at meetings where formal discipline (excluding verbal warnings) or discharge is formal discipline or discharge in writing to both the employee and the union

within 24 hours. Failure to notify shall not be construed as nullifying such discipline or discharge.

- 22.2 Under progressive discipline, incidents will remain active on an employee's file based on the following. Verbal written and formal warnings will remain active for twelve (12) months and suspensions for twenty-four (24) months from the date of the last occurrence. Serious misconduct discipline will remain on an employee's file.

ARTICLE 23 - GENERAL

- 23.1 (a) All employees' time shall be verified by the time clock record.
- (b) Payday will be every second Friday for pay up to the end of the previous work week. Pay will be by direct deposit with pay stubs being mailed to the employee's home address on record with the Company.
- (c) When an employee pay is miscalculated to be more than one days regular earnings, the company will have seven calendar days to reimburse the employee for lost wages.
- 23.2 Special protective clothing and apparel shall be provided when required at no charge to the employee. Such clothing shall consist of a hard hat, rubber gloves, rainwear, safety glasses and dust masks. The Company will continue with the current coverall practice.
- 23.3 **Bulletin Boards**
No bills, bulletins, handbills, or other documents shall be posted or distributed anywhere on Company property or via the Company's computer systems by the Union or by any Employee. The Company, at the request of the Union will, from time to time post on the designated bulletin boards notices of the time, place and purpose of meetings and of Union Conventions, the names of speakers, notices of results of Union Elections, the names of delegates to Union Conventions and notices of recreational and social affairs, provided such notices have received the approval of the Company. The Company will not be expected to approve any notices of a political nature.
- 23.4 **Permanent Quarry Closure**
In the event that the quarry becomes economically unviable on a permanent basis or becomes depleted, the Company will discuss the situation with the union at a Union -Management meeting. The purpose of these discussions will be to provide for an order closure and facilitate the planning of employees. In such event, the Company will provide as much notice as is reasonably possible.
- 23.5 **Employees with Disabilities**
The Ontario Human Rights Code shall govern the Company's, as well as the Union's, duty to accommodate an employee who is disabled. Accommodation is a shared responsibility. Everyone involved, including the person seeking accommodation, should cooperate in the process, exchange relevant information and explore accommodation solutions together. In such event, the Company

will provide as much notice as is reasonably possible.

- 23.6 Where employees are required to work a second shift, suitable accommodations or transportation shall be provided without charge to the employee.
- 23.7 Employees having completed one year of service as of July 1st shall be entitled to an annual CSA approved safety boot allowance of \$150.00. Employees who work the winter shutdown will be provided a \$150.00 winter clothing allowance at the beginning of the annual winter maintenance.

ARTICLE 24 - DURATION OF AGREEMENT

- 24.1 Unless changed by mutual consent, the term of this Agreement shall continue in effect to the 31st day of January, 2017, 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.
- 24.2 **If**, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making 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.

One time Collective Agreement Signing Bonus – the company will pay a "One time Signing Bonus" of (\$300) three hundred dollars (less appropriate deductions) upon ratification of the renewal Collective Agreement; this will be paid as soon as is administratively possible upon Collective Agreement ratification.

LETTER OF UNDERSTANDING

Crane Operations

The parties recognize that the operation of the hoisting crane is essential to the production and maintenance operations at the Manitoulin Quarry, although the operation of this equipment is not ongoing. In addition, there is a need to have at least one employee from plant maintenance trained and certified to operate the hoisting crane. To address this need, the Company will solicit the plant maintenance employees to identify a senior trainee candidate who meets the prerequisite qualifications.

It is understood that the candidate will be enrolled in the crane training as soon as reasonably possible. In the meanwhile, the Company will continue to, from time to time, have the crane operated by qualified supervisory personnel or other qualified persons as available.

For Lafarge

For UNIFOR Local 598

Date



LETTER OF UNDERSTANDING

Management Personnel

In contract negotiations the Parties discussed the implications of management personnel performing work done by the bargaining unit; the Company being Lafarge NA and the Union being Local 598 of the Mine Mill and Smelter workers of Unifor agree no Lafarge management personnel of Lafarge Meldrum Bay will perform any bargaining unit work that is usually performed by union employees of the production, shipping, maintenance, and the drill and blast employees of the Local 598 Unifor will transpire when any Local 598 employees are laid off or available for work at that time; this includes employees on site, or employees who have signed the over-time list that the Company has posted a week in advance.

Management Personnel can assist union employees when no other union employee is available, or no union employee has signed the over-time list a week in advance; by signing the OT list it is stating that he or she is willing to work if work is available.

All other agreements between the Company and the Union in the Collective Agreement will stand as agreed to by the parties.

For Lafarge

For UNIFOR 598

Date



LETTER OF UNDERSTANDING

Shift Scheduling

In contract negotiations, the Parties discussed at length the Shift Scheduling of a "5-1, 5-1,5-2 -8 hour -Rotating Shift". The Company being Lafarge NA and the Union being Local 598 of the Mine Mill and Smelter workers of Unifor agree that The Company will not implement a 5-1, 5-1, 5-2 – 8 hour -Rotating Shift schedule during the term of this agreement.

All other agreements between The Company and the Union in the Collective Agreement will stand as agreed to by the parties.

For Lafarge

For UNIFOR 598

Date

LETTER OF UNDERSTANDING

Production Work

In contract negotiations, the Parties discussed at length how production work would be assigned. The Company being Lafarge NA and the Union being Local 598 of the Mine Mill and Smelter workers of Unifor agree that when "production hours" are reduced to less than 50 hours per week, any extra Production work needed to meet a spike in production volume, will be offered to Production employees first.

All other agreements between the Company and the Union in the Collective Agreement will stand as agreed to by the parties.

For Lafarge

For UNIFOR 598

Date

Plant Maintenance

With regards to Article 10.06, the Company recognizes the need to provide employees with the opportunity to meet the skill level required for plant maintenance. The Company will assess external training that may be available with the intent of making courses available to employees to enhance their skills and to establish objective attainment of the qualification requirements. This training will be made available in conjunction with the preparations for winter maintenance in 2008/09.

To be qualified for the maintenance position employees will be expected to have met a standard skill level. The plans for this training and updates on progress will be subjects of discussions for the Union-Management Meetings under Article 1.03.

For Lafarge

For UNIFOR 598

Date

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

DATED at _____ Ontario, this _____ day of _____ 2014.

**SIGNED ON BEHALF OF
LAFARGE CANADA INC.
A&C DIVISION
MANITOULIN QUARRY**

**SIGNED ON BEHALF OF
MINE, MILL & SMELTER
WORKERS UNIFOR, LOCAL
598**

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