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TERM.	94	07	31
No. OF EMPLOYEES	128		
NOUSRE D'EMPLOYÉS	74		

0224/03

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# **COLLECTIVE AGREEMENT**

Between

ST. MARYS CEMENT COMPANY, ST. MARYS, ONTARIO  
(hereinafter referred to as the "Employer")

- and -

UNITED STEELWORKERS OF AMERICA  
on Behalf of Its Local 9235  
(hereinafter referred to as the "Union")

## **ARTICLE 1**

### **Purpose**

1.01 The general purpose of this Agreement is to establish mutual satisfactory relations between the Employer and its employees and to provide machinery for the prompt disposition of grievances and to maintain satisfactory working conditions, hours and wages for the workers who are subject to the provisions of this Agreement.

## **ARTICLE 2**

### **Recognition**

2.01 The Employer recognizes the Union as the exclusive collective bargaining agency with respect to all matters arising under this Agreement for all employees, save and except foremen, those above the rank of foremen, supervisors, watchmen, office staff and chemists.

2.02 The word "Employee" or "Employees" wherever used in this Agreement shall mean any and all of the employees in the bargaining unit as defined above.

2.03 Foremen, supervisors and persons excluded from the bargaining unit will not perform work which is normally performed by the bargaining unit.

When a grievance is filed claiming that a foreman has performed bargaining unit work contrary to the provisions of this Article, then such grievance shall be filed with the Plant Manager.

Where the grievance is successful and the Union is able to show that the act of the foreman working denied a bargaining unit employee the opportunity to work, then the Company will pay the affected employee for time lost.

It is understood that foremen, supervisors and persons excluded from the bargaining unit may instruct, inspect, check out new equipment and methods or, in the case of an emergency, take the necessary action to avoid injury, loss of life, loss of property, material or machinery.

2.04 'The Employer understands the concern of the Union regarding contracting-out. Every effort will be made to keep the Union informed on any contracting work to be carried out in the plant, through the Employer/Union meetings outlined in Article 17.

The Company agrees that contracting out **of** any work will not result in the lay-off of any of its employees.

### **ARTICLE 3 Relationship**

3.01 The Employer agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Employer or by any **of** its representatives with respect to any employee because of his membership in or connection with the Union.

3.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced by any **of** its members or representatives, either in obtaining new members or in persuading any of the employees to participate in its activities.

3.03 The Union further agrees that there will be no solicitation for membership or other Union activity on the premises of the Employer, except as specifically permitted by this Agreement or by the Employer.

3.04 The Employer and the Union each agrees that they will not discriminate against any employees because of race,

religion, colour, faith, creed, age, sex, national origin or marital status.

3.05 An employee's disciplinary record which is older than eighteen (18) months will be disregarded.

#### **ARTICLE 4**

##### **Reservation of Management Rights**

4.01 The Union acknowledges that it is the exclusive function of the Employer to:

(a) Maintain order, discipline and efficiency.

(b) Hire, discharge, direct, demote and suspend or otherwise discipline employees, subject to the provisions of this Agreement.

Classify, transfer and promote subject to the provisions of Article 18.

(c) Generally to manage the industrial enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the operation, extension, limitation, curtailment and cessation of operations, the kinds and locations of machines, tools and equipment to be used, the right to study or introduce new or improved methods or facilities.

(d) The right to establish and maintain reasonable rules and regulations covering the operation of the Employer's business, any violation of which shall be among the causes for discharge.

(e) The Employer reserves the right to discharge or discipline any employee for good and legitimate reason.

(f) Initiate and deal with other matters not otherwise specifically referred to in this Agreement.

4.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE 5**

### **Grievance Procedure**

Any differences, disputes or complaints arising over the interpretation or application of this Agreement shall be handled through the following steps. There shall be an earnest effort on the part of both parties to settle such grievances promptly.

Employees will be encouraged to present their disputes or complaints to their Supervisor in an attempt to resolve their differences prior to submitting a grievance. Any settlement reached will not contravene this Agreement.

5.01 Any alleged complaint or grievance must be presented within fifteen (15) working days of the act causing the grievance, but not thereafter. The working days referred to in this paragraph shall be the working days of the aggrieved employee.

#### **Step 1**

The aggrieved employee, with or without his steward, will present the alleged grievance in writing to his foreman, who shall render his decision in writing, within twenty-four (24) hours. Failing settlement then...

#### **Step 2**

The Steward and the aggrieved employee shall, within seventy-two (72) hours of receipt of the decision in Step 1, present the matter to their respective Department Head, namely Production, Maintenance, Laboratory, in writing on forms made out in triplicate, of which two (2) copies will be presented to the Employer and one (1) to the Union. The Department Head shall render his decision in writing within seventy-two (72) hours.

#### **Step 3**

If the decision of the Department Head is not satisfactory to the employee concerned then the grievance committee of the Union shall meet with the Director of Labour Relations or his designated representative within three (3) working days of the decision in Step 2. A written decision shall be rendered within

three (3) working days following this meeting. At this meeting a representative of United Steelworkers of America may be present.

5.02 Any differences arising directly between the Employer and the Union involving the interpretation or violation of this Agreement may be submitted in writing by either party and dealt with through the respective representatives of the parties, commencing with Step 2 under the Grievance Procedure.

5.03 Grievances may not be presented in connection with the discharge or layoff of a probationary employee, unless discrimination for Union activity is alleged.

5.04 Time limits referred to above may be extended by mutual agreement of the parties, in writing.

5.05 After exhausting the Grievance Procedure as hereinbefore provided and no settlement has been reached between the aggrieved employee and the Employer, then either party may submit the matter to Arbitration within ten (10) days after the grievance has been dealt with in Step 3, but not thereafter.

5.06 Nothing shall prevent any employee from personally presenting any of his personal problems to his designated representative of the Employer without the intervention or assistance of any representative of the Union, provided, however, that in presenting such personal problems, they are not directly related to any section of this Agreement.

5.07 A grieving employee, Steward, Chief Steward or designated replacement for a Steward or Chief Steward as a result of absence of same, shall obtain permission from his foreman before leaving his place of work to deal with or investigate an alleged grievance. Such permission shall not be unreasonably withheld or delayed, it being expressly understood that no personnel may leave his place of work until the supervisors involved, where necessary, can provide proper replacements.

5.08 The Union shall select fourteen (14) Stewards, one from each production shift (a), (b), (c), and (d) and one from each Department, namely Quarry, Maintenance New Plant,

Maintenance Old Plant, Yard New Plant, Yard Old Plant, Garage and Stockroom, Electricians, Shipping, Yard, Laboratory and a Chief Steward. The Chief Steward shall be entitled to attend any grievance meetings in the absence of the Department Steward. The Union shall advise the Employer in writing of all the Stewards so selected. The Employer will recognize a Grievance Committee of four {4} employees to handle grievances in the third stage of the above Grievance Procedure. Either party has the right to have the grievor present. The Employer will compensate employees for time spent in handling grievances only during their normally scheduled working hours.

5.09 **An** employee may request a Steward to be present when he is about to be disciplined or discharged. The employee and his Steward shall be allowed to meet privately immediately following the meeting in a place provided by the Company.

5.10 The Union shall receive a copy of all notices of discipline or discharge.

5.11 Any employee shall have the right to review his Personnel File on request.

## **ARTICLE 6**

### **Arbitration**

6.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where **an** allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration, and the notice shall contain the name of the first party's appointee to the Arbitration Board.

6.02 The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten {10} days of the appointment of the second of them, appoint a third person who shall be the Chairman.



6.03 If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the parties and upon any employee affected by it.

The decision of a majority is the decision of the Arbitration Board **but** if there is no majority the decision of the Chairman governs.

6.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

6.05 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

6.06 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, amend or add to any part of this Agreement.

6.07 Each of the parties hereto shall bear the expense of their Arbitrator and the expense of the Chairman shall be borne in equal shares by both parties. The share shall be paid direct to the Chairman by each.

## **ARTICLE 7**

### **Strikes and Lockouts**

7.01 The Union agrees that, during the term of this Agreement, there will be no strike or other interference with or interruption of the normal operation of the Employer's business. The Employer agrees that there will be no lockout during the term of this Agreement.

## **ARTICLE 8**

### **Hours of Work and Overtime**

8.01 This article is intended to establish the basis for the

scheduling of work and for the calculation of overtime, but this is not a guarantee of hours of work per day or of days of work per week.

8.02 The normal work days as scheduled for all shift employees shall be eight (8) hours of work per day. A day is defined as a twenty-four (24) hour period, beginning with the time the employee commences work. The normal work week for shift employees shall be the calendar week beginning on Saturday midnight and ending the following Saturday midnight.

8.03 The normal work week for regular day workers shall be 8:00 a.m. to 4:30 p.m., Monday to Friday inclusive, with the exception of workers presently known as 10-day Mechanics and utility oilers (new facilities).

8.04 Overtime rates shall be paid for:

(a) Time worked in excess of eight (8) hours per day.

(b) Time worked in excess of forty (40) hours per week.

(c) Time worked in excess of ten (10) hours in a twenty-four (24) hour period will be paid at double time. [Call-in shall be two (2) hours at time and one-half and two (2) hours at double time, as per above conditions.]

(d) Unscheduled time worked on Saturday will be paid for at time and one-half.

(e) Time worked on Sunday shall be paid for at the rate of double time.

8.05 Unless otherwise specified in this Agreement, overtime worked shall be paid for at the rate of time and one-half.

8.06 Overtime hours shall be paid for at the applicable overtime rate, provided that both daily and weekly overtime shall not be paid for the same hours.

8.07 [a) The Employer agrees to notify all employees of a change in working schedule three (3) days or seventy-two (72) hours in advance of its effective date. Time and one-half or

the applicable overtime rate will be paid for the first shift of the new schedule if notification is not given. No premium will apply in scheduling the return of an employee to his regular shift, if the purpose of working that shift is to complete his work week.

(b) An employee will notify the Employer as soon as possible of his return to work from any unscheduled absence. The Employer will give the employee's replacement, as near as possible, the equivalent notice received, but shall not be required to pay overtime by reason of a scheduled shift change without the prior seventy-two (72) hours notice. The replacement will not lose any time as a result of this change.

8.08 An employee called in to work after he has left the plant shall be paid a minimum allowance of four (4) hours at the applicable overtime rate, but when an employee on shift or at the plant is notified to return to work after his regular shift to complete some task this will not be rated as a "callout". For a return to work a minimum of two (2) hours shall be paid at the applicable overtime rate. Hours worked or paid for under this clause shall not be used again in the calculation of daily or weekly overtime. It is understood that in the event of a call-in, no additional duties will be added for the purpose of making up time, except for some other related emergency which may arise while the employee is on the premises.

8.09 All shift workers will work a continuous eight (8) hour period, eat their lunches when they may and will be paid for eight (8) hours.

8.10 There will be a one-half (½) hour unpaid lunch period on single day shift operations.

8.11 There will be a paid lunch for all abnormal shifts when the duties are of a continuous nature.

8.12 The hours of work for which a recognized holiday allowance is paid as provided for in Article 13, shall only be considered to be hours worked for the purpose of computing overtime on a weekly basis, provided the employee was regularly scheduled to work such hours. If an employee works

the same allowance hours referred to above then only the hours worked will be used for the computation of overtime.

When any of the above recognized holidays fall on an employee's regularly scheduled work day, it shall be counted as an eight (8) hour day worked in computing overtime.

8.13 The Employer agrees that, insofar as it is practical, overtime will be equitably distributed among the employees who would normally perform the work. It is understood that any employee, who for any reason does not work overtime as requested, shall be considered *to* have worked the overtime for the purpose of computing distribution of the hours of overtime.

(a) An employee shall be deemed to have been notified if the Employer has telephoned the number recorded in the Personnel Office.

(b) He has not so recorded any telephone number with the Employer.

(c) For this purpose, distribution of overtime will recommence at the beginning of each calendar year.

(d) A new or transferred employee, after his probationary period, will be credited with the maximum number of overtime hours worked by an employee in his job category.

(e) The Company is prepared to maintain lists of overtime both worked and refused, that is satisfactory *to* both parties.

## **ARTICLE 9**

### **Wages, Classifications and Rates of Pay**

9.01 Attached as Appendix "A" is the list of rates of pay effective on ratification *to* July 31, 1994.

9.02 Cost of Living Allowance — as per attached Appendix "B".

9.03 If any employee is permanently assigned by job posting from one job to another he shall be paid the rate of the posted job.

9.04 [a)An employee who is temporarily assigned to a higher paid classification shall receive the higher rate for the shift in question except in the case of assignment for the purpose of training, in which event the employee shall receive the rate as prescribed in the Job Discontinuance regulations.

{b) An employee who is temporarily assigned, for the convenience of the Employer, to a lower paid classification when his regular job is still available, shall receive his regular rate for all hours worked on such lower paid classification.

{c) An employee who is temporarily assigned to a lower paid classification when his regular job is not available shall receive his regular rate for a period of up to 30 days. The company agrees to maintain rates for the first 30 days when there is a lay-off in effect.

9.05 When the Employer fills a temporary vacancy the job will be offered to the senior qualified employee available. If all the qualified employees refuse the job, then the available junior qualified employee will be assigned to the job.

9.06 Regular shift workers will be paid a premium at the rate of fifty-five cents (55¢) per hour for the 4:00 p.m. to midnight shift and fifty-five cents (55¢) per hour for the midnight to 8:00 a.m. shift which shall not be increased by reason of having been earned in overtime.

9.07 Shift differential pay will also be paid for all hours worked after 4:00 p.m. and before 8:00 a.m. for all abnormal shifts, but shall not be increased by reason of having been earned in overtime. Shift premium will apply only to scheduled shift workers.

9.08 For regularly scheduled Sunday work, premium of \$19.00 per hour will apply. This premium shall not apply to Sunday work where overtime rates prevail.

9.09 When an employee is required to work overtime as a continuation of his scheduled shift, the Employer will supply food to the value of six (\$6.00)dollars if the overtime work

amount, providing the employee has not been advised of the overtime in advance.

9.10 In the event the requirements of a job are materially changed or a new job is created, the wage rate for such job shall be negotiated between the Employer and the Union. Any new rate shall be set in fair relationship to the wage rates provided by the wage schedule attached hereto. The wage for such job shall be effective on the date the new or changed job was put into operation. If the parties fail to agree then the matter shall be processed through the grievance procedure.

## **ARTICLE 10**

### **Vacations with Pay**

The Employer agrees that each employee will be entitled to and will be required to take annual vacations.

10.01 Vacation year for the purpose of calculating vacation pay will commence on the first day of January and end on the thirty-first day of December of the same year.

10.02

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Length of Service as of the Employee's Anniversary Date of Employment		Length of Vacation	Use the Greater of
After one	( 1) year	Two (2)weeks	4% or 2 weeks pay
After five	( 5) years	Three (3)weeks	6% or 3 weeks pay
After eight	( 8) years	Four (4)weeks	8% or 4 weeks pay
After eighteen	(18)years	Five (5)weeks	10% or 5 weeks pay
After thirty	(30)years	Six (6)weeks	12% or 6 weeks pay

Vacation pay as a percentage of payroll earnings, including monies paid for sick benefits and compensation or monies received by the employee on government apprenticeship training programs for the 12 month period, ending with the pay period nearest to December 31st, or one week's pay for every 2%, whichever is greater. One week's pay to be calculated on regular hours at the employee's posted rate as at the end of the vacation year. Vacation pay will be on a pro-rated basis for employees who have worked less than 1000 hours the previous year. Employees on W.C.B. will have these hours credited to them.

10.03 (a) The maximum vacation that can be taken during the preferred months, June through September, is two (2) weeks.

(b) Winter and summer vacation lists will be posted at time mutually agreed by Employer and Union committee. These lists will indicate vacation eligibility and seniority as per operating department.

(c) Senior employees on a vacation list will be allowed five (5) days to select their vacation dates and submit such dates to the Paymaster on the provided forms. Should the senior employee fail to select his vacation dates within the allotted time, he will revert to the last senior position and the next senior employee will be allowed five (5) days to select his vacation dates, governed by the same conditions. This procedure will continue until the list is completed.

(d) In the selection of dates, every effort will be made, consistent with the necessities of the operations, to allow the employees to exercise their choice in accordance with their seniority status.

## **ARTICLE 11**

### **Death in the Family**

11.01 It has been agreed by the Employer and the Union that, in principle, an employee should not lose pay while attending to the affairs necessitated by death in the family. Therefore, should an employee's father, mother, father-in-law, mother-in-law, wife, child, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, stepmother-in-law, stepfather-in-law, grandparent or grandchild die up to three (3) consecutive days leave of absence with pay may be granted.

Pay will be granted for loss of normal working time and to qualify it is necessary to attend the ceremony.

## **ARTICLE 12**

### **Insurance**

12.01 On the first of the month following the end of the probationary period, the Employer agrees to pay the premium,



effective August 1st, 1983, of a Group Insurance Plan which will incorporate the benefits listed hereunder. The Employer further agrees to pay the full cost of the Plan for a period of up to six (6) months for employees who are off work due to proven sickness or injury. The Plan is subject to the terms and conditions of the insurance contracts and policies and will be underwritten and administered by the Insurers designated herein.

12.02 The benefits shall be as follows: --

### **Infomed**

#### **London Life Healthguard #90.**

**Life Insurance:** \$36,000.00 Ratification  
\$38,000.00 August 1, 1992  
\$40,000.00 August 1, 1993

#### **Accidental Death and Dismemberment Insurance:**

Coverage for this shall be provided for in the same manner as Life Insurance detailed above.

**Weekly Indemnity Benefit:** Weekly indemnity to provide a weekly benefit equal to the maximum unemployment insurance benefit. Eligibility for such benefit will be based on a 1/1/3/52 formula, plus first day "out-patient" surgery coverage.

Inasmuch as the premium reductions under the U.I.C. Act are being used to provide increased benefits under the Weekly Indemnity Plan herein, all premium reductions under the Act will be the sole property of the Employer.

**Long Term Disability Plan:** Integrated with the present Weekly Indemnity Plan, Long Term Disability provides for sixty per cent (60%) of an employee's straight time rate based on a forty hour week, with a maximum annual benefit of twelve thousand (\$12,000) dollars.

**Dental Plan:** A basic Dental Plan will be incorporated, including root canal work at 100%, dentures on a 50-50 co-insurance basis, as per the 1991 ODA schedule.

**Vision Care:** Employee family coverage — Maximum \$100.00 every two (2) years, for each family member.

12.03 The Employer agrees to pay the cost of the above Group Insurance Plan for the term of this Agreement, it being understood that if such premiums are increased the Employer shall pay such increased premiums, and if decreased, the Employer shall receive the benefit of such decrease of premiums. The Employer also reserves the right, after consultation with the Union, to transfer the insurance provided herein, or any part thereof, to another Insurer or Insurance Group if at any time the conditions, benefits, premiums or rates are changed materially.

12.04 The employer agrees to maintain coverage during periods of temporary lay-off to a maximum total accumulated time of 20 weeks each contract year for the following benefits: Life Insurance, including Accidental Death and Dismemberment and Health Guard #90. It is understood that the Employer will maintain the aforementioned benefits for any employee for the balance of the month in which the temporary lay-off commences. The 20 week additional coverage would begin on the first day of the following month.

12.05 An employee who is laid off from work and who has exhausted the extended coverage outlined in Article 12.04, may continue to be insured for the benefits outlined in Article 12.04 for up to a maximum period of six additional months during any one period of lay-off, provided that the Employer is notified, on or before the date of the exhaustion of the extension of benefits outlined in 12.04; of the employee's desire to continue to be insured and always provided that the employee pays the full premium cost monthly and in advance.

12.06 The Company will provide the Union with five (5) copies of the Master Policy of the Plans covered in this article.

## **ARTICLE 13**

### **Recognized Holidays**

**13.01** The Employer agrees that there will be nine (9) recognized holidays with pay per year and, in addition, an employee will be granted a paid holiday on or for his birthday. In addition, employees will be eligible for, and must take one personal floating holiday each six (6) month period of the contract year.

New Year's Day	Dominion Day	Thanksgiving Day
Good Friday	Civic Holiday	Armistice Day
Victoria Day	Labour Day	Christmas Day

**NOTE:** It is understood that the holidays recognized as **an** employee's birthday and as a floating holiday will be given under the following conditions:

**An** employee will give the Employer a minimum of five (5) days notice prior to taking his birthday or floating holiday. A floating holiday will be granted by the Employer, provided the Employer does not have to pay overtime premium to replace a man for the above day off. If a replacement cannot be found or overtime rates have to be paid then the holiday will be denied for that date. It is also understood that a student employee shall not be entitled to a holiday on or for his birthday or to the floating holiday.

**13.02** It is agreed that the paid holidays as listed above shall be granted when operationally possible and paid for although not occurring on an employee's working day. Recognized holidays falling on Saturday or Sunday will be observed the following Monday. Those employees who take the holiday will be paid at the rate of their normal job classification. Employees who work during the twenty-four (24) hour period of the paid holiday will be paid double the rate of their job classification for each hour worked on the holiday, in addition to receiving their holiday pay if qualified. Those employees whose vacation period coincides with a recognized holiday will receive pay for the holiday.

It is a condition and it is understood by both parties that, in order to qualify for the paid holiday pay, the employee will work his regular shift on the regular work day immediately before and after the holiday concerned, the single exception to the foregoing regulation being if the employee becomes sick on the regular work day before the holiday, the regular work day after the holiday or the intervening days between and obtains a certificate of having been physically examined by a physician and the diagnosis is not alcoholism and/or drugs.

13.03 In making this Agreement with the Union, it is understood by the Union that as many employees as possible will be granted leave of absence during the recognized holidays as set forth above, but any employees who are requested to work will do so, unless satisfactory arrangements can be made for their relief from work.

13.04 Payment for recognized holidays shall be the hourly rate the employee received the day prior to the recognized holiday.

13.05 The Employer will supply a copy to the employee of his request for his floating holiday or birthday.

## **ARTICLE 14**

### **Pension Plan**

14.01 The Pension Plan forms part of the Collective Agreement. All employees who are eligible for the Pension Plan and who have joined the Employer's work force on or after May 31st, 1944, will join and participate in the Pension Plan sponsored by the Employer as a condition of employment.

14.02 The Company will notify the President of the Union, names of employees who are about to retire.

## **ARTICLE 15**

### **Jury Duty**

15.01 An employee who performs jury or witness duty on his normal working day will receive the difference between eight (8) hours of his regular hourly rate and daily jury or

witness pay for each day he is on jury or witness duty.

## **ARTICLE 16**

### **Absenteeism**

16.01 The Union agrees to help support the Employer in the elimination of unnecessary absenteeism.

16.02 The onus of proving sickness, injury or a man's inability to work rests with the man himself.

16.03 In the event of unavoidable absence, any employee who is on shift will give the Employer a minimum of eight (8) hours notice of intended absence. All shift personnel, before going off shift, will report to the foreman if their relief has not come in to work and must remain at their place of work until replaced.

16.04 An employee will notify the Employer as soon as possible of his return to work from any unscheduled absence. The Employer will give his replacement as near as possible the equivalent notice received, but shall not be required to pay overtime by reason of a scheduled shift change without the prior seventy-two (72) hours notice. The replacement will not lose any time as a result of this change.

## **ARTICLE 17**

### **Meetings**

17.01 The Employer agrees to enter into joint meetings between the Plant Committee and Officials of the Employer to be held at least once every six (6) weeks. The Plant Committee will consist of four (4) members from the bargaining unit, with an equal representation from the entire cross-section of the plant, as near as possible. A detailed agenda shall be supplied in writing by either party at least one (1) week (7 days) in advance of the meeting. A written reply by the Employer shall be submitted to the Union detailing its policy in respect to the agenda and a copy of the agenda and Employer's reply shall be posted in order that all concerned may be fully informed.

## **ARTICLE 18**

### **Seniority and Job Posting**

18.01 The purpose of seniority regulations is to provide a policy governing layoff, recall and job posting. In the event of a reduction of the working force, the Employer shall apply the principle of "last on, first off", provided the employees to be retained have the necessary qualifications and ability to perform the work required. Recalling laid-off employees shall be in the reverse order of the layoff procedure above, provided the employees to be recalled have the necessary qualifications and ability to perform the work required of them. Qualifications and ability being relatively equal, then seniority shall govern. However, where a senior employee is, in fact, not capable or qualified to perform the work of a junior employee, the Employer may lay off the senior employee and retain the junior employee. Employees' names **shall** be placed on the seniority list in order of their last respective dates of hiring.

18.02 New employees shall not be placed on the seniority list until they have completed sixty (60) calendar days' employment with the Employer. Grievances may not be presented in connection with the discharge or layoff of a probationary employee, unless discrimination for Union activity is alleged.

It is understood by the parties to this Agreement that student employees shall not acquire seniority status.

18.03 A seniority list shall be placed on the bulletin board and will be revised by the Employer semi-annually.

18.04 When a new job is created or where a vacancy occurs, it shall be posted by the Employer for five (5) days in order to give all interested employees the opportunity to apply in writing for such job. All jobs will be posted within seven (7) days from the time the vacancy occurs, except when a job is discontinued. However, the Employer shall have the right to fill such vacancies in the meantime pending the final decision regarding the replacement. A vacancy shall not exist due to reasons of an employee or employees being on vacation,

layoffs of short duration, illness of short duration or granted leave of absence.

The Employer agrees to provide the President of the local Union with copies of all job postings.

Careful consideration will be given to applications received in relation to the following:

[a] Seniority:

{b} Requirements of the job:

{c} Efficient service, physical fitness and individual skill.

When factors (b) and (c) are deemed equal, then seniority shall govern.

Any employee so selected will be given an on-the-job training period based on a formula agreed upon by a committee of the Union and the Management, which will be applicable to the requirements of the job in question, with the exception of licenced tradesmen where Provincial Regulations will apply.

18.05 Both the Company and the Union agree that employees in the Production Department should be given some preference for progression within the department.

The classifications involved in the progression are:

CLASS 3 – SPARE UTILITY

CLASS 7 – PRODUCTION UTILITY (NEW FACILITIES)

CLASS 9 – SPARE A.P.C.O. (NEW FACILITIES)

CLASS 11 – A.P.C.O. – APPOINTED

CLASS 18 – C.C.R.O.

Spare utility and production utility (new facilities) job postings will be filled by senior bidder.

When a vacancy occurs for spare A.P.C.O. [new facilities] the position will be awarded to the qualified senior bidder.

When a vacancy occurs for the positions of A.P.C.O. [appointed] or C.C.R.O., it will be filled from the classification immediately below.

18.06 Probationary employees shall be laid off before any employee on the seniority list.

18.07 It shall be the duty of the employees to notify the Employer promptly of any change in their addresses and telephone numbers. If an employee fails to do this the Employer will not be responsible for failure of a notice to reach such employee.

18.08 Seniority and employment rights of an employee shall cease for any of the following reasons:

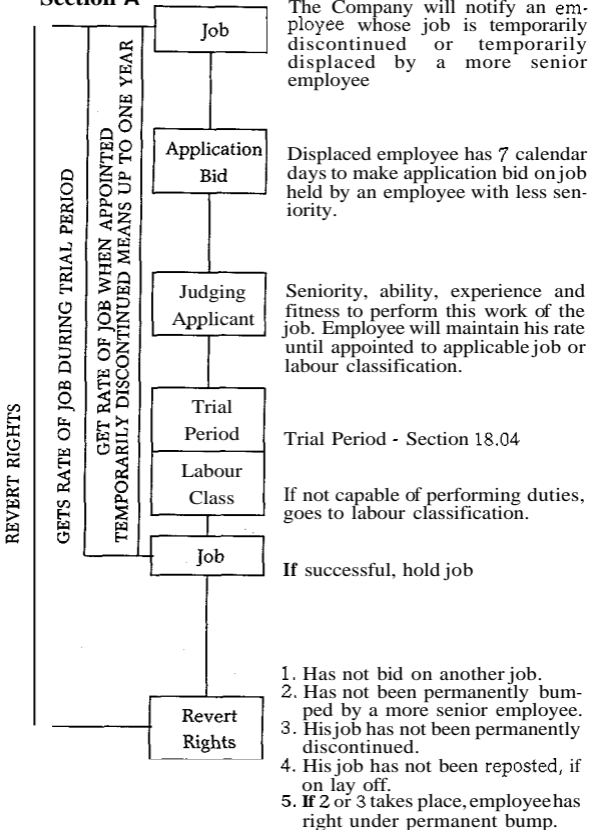
- (a) If he voluntarily quits the employ of the Employer;
- (b) If he is discharged for any cause and is not reinstated through the Grievance Procedure;
- (c) If he is absent from work for three (3) consecutive working days without notifying the Employer and is unable to provide a satisfactory reason to the Employer for his absence;
- (d) If he fails to report for duty after a layoff or authorized leave of absence, unless he furnishes a reason acceptable to the Employer.

18.09 When recalling an employee after a layoff he shall be notified by registered mail and allowed five (5) days to report for work, provided the recalled employee notified the Employer within seventy-two (72) hours of his intent to return on or before the fifth day above allowed, and, in the meantime, if an employee who is recalled is not immediately available the next employee in order of seniority who is available may be employed temporarily, subject to layoff when the recalled employee does report within five (5) days as noted above.

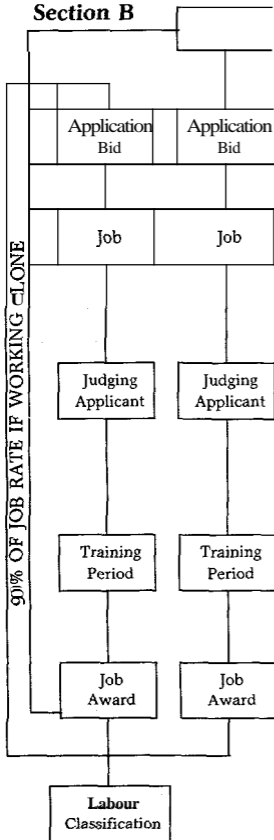


# ARTICLE 18.09

## Section A



## Section B



Displaced employee has 7 calendar days to make application bid on job held by an employee with less seniority.

A permanent discontinuance or permanent displacement is likely, in the Company's opinion, to be more than 1 year's duration.

**Judging Applicant** – Most senior applicant, if physically fit – ability and fitness main factors on jobs as outlined on a Permanent Job, a displaced employee will maintain his rate of pay until he has been awarded the applicable job or labour classification.

Training period will vary, see Section 18.04, rate during this period, 90% of job when accompanied by an instructor.

If qualified during training period – job becomes his, unless not capable, or wishes a second opportunity – same procedure applies again.

If during training or he is not capable, in the Company's opinion, of doing the job or the employee chooses not to make a second bid, then he shall be given the Labour Classification.

## **ARTICLE 19**

### **Safety**

19.01 The Union agrees that it will cooperate to the fullest extent with the Employer in Safety First throughout the Plant.

19.02 The Employer hereby agrees to establish a Safety Committee, which will function in accordance with the Ontario Occupational Health and Safety Act.

The Committee will be composed of equal numbers of Management and Union members. The Union will advise their chosen representatives, one each from Quarry, Production, Electrical, N.P. Maintenance, N.P. Yard, O.P. Maintenance, O.P. Yard, Garage, Packhouse and Laboratory. In addition, the Employer will hold departmental safety meetings on a regular basis. The representatives from the particular departments may bring a report to the main Safety Committee for its consideration, it being clearly understood that the Committee deals with safety practices only.

19.03 The Employer will provide or pay for one {1} pair of prescription safety glasses and frames of a type approved by the Employer. The Employer will replace such safety glasses and frames on the basis of one {1} pair per year, only provided said safety glasses and frames are damaged due to the nature of the employee's occupation.

19.04 The Employer agrees to issue a Eighty Dollar (\$80.00) voucher to each employee towards the cost of safety boots, such voucher to be issued in the pay period immediately following August 1st of each year for employees who have one year's continuous service with the Company. Effective August 1, 1992 — \$85.00. Effective August 1, 1993 — \$90.00.

19.05 If employees are regularly working in high noise areas under circumstances where normal hearing protection cannot be worn effectively, the Company will supply fitted ear plugs. The application and administration of this article will be reviewed through the Safety Committee.

## **ARTICLE 20**

### **Union Security**

20.01 All bargaining unit employees, as a condition of employment, shall become and remain members of the Union in good standing for the term of this Agreement.

20.02 During the term of this Agreement the Employer agrees to deduct Union Dues from the wages of each employee who has authorized such deduction and shall remit the amounts so deducted, together with a record of those employees from whom the deductions were made, to the Secretary-Treasurer of the Union, not later than the 10th day of the month following the month in which the deductions are made.

The Employer will deduct dues from any employee who works five (5) days in a calendar month.

20.03 Such deductions shall be made from the wages payable to each employee. The Employer shall notify the Financial-Treasurer of the Union of the name of any employee whose wages are insufficient to permit such deduction and shall not be obliged to make such deduction from subsequent wages.

20.04 The amount of local Union dues to be deducted shall be the regular monthly membership dues and initiation fees duly authorized by the Constitution and By-Laws of the local Union. The Secretary of the Local Union shall notify the Employer by letter of the monthly amount of such dues and any changes therein and such notifications shall be the Employer's conclusive authority to make the deductions specified

20.05 All present employees and those hired during the term of this Agreement shall, as a condition of employment and within thirty (30) days after commencement of their employment, be required to sign an authorization for deduction of their Union dues on the form as provided. Such authorization and all other authorizations in effect on or after the signing date of this Agreement shall not be revocable, subject to

the provisions of this Agreement, notwithstanding any provisions contained in any previously signed authorization.

20.06 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this Article.

The Employer will notify the President of the Union in writing as soon as possible, of all new employees who are hired, their names, birth date and starting date.

20.07 The Company agrees to supply an office with a chair, desk and telephone for the Union.

## **ARTICLE 21**

### **Leave of Absence**

21.01 Upon written application to the Manager at least one (1) week prior to the event, the Employer will grant leave of absence without pay to not more than one (1) employee from any department and not to exceed more than four (4) employees from the Plant, to attend Union Conferences, Conventions or to attend to Union business. However, the Employer retains the right to maintain certain personnel for the efficient operation of the Plant.

21.02 Any one employee elected or appointed to a full time position with the United Steelworkers of America, Local 9235 Local Union or AFL, CIO, C.L.C. or any of its subordinate bodies shall be granted an indefinite leave of absence without pay, providing 30 days notice is given to the Company prior to the beginning of such leave. During such leave, plant seniority shall accumulate. All benefits shall be suspended after 30 days. The length of leave shall not be considered years of service for pension purposes. Upon returning to work, such employee shall be re-instated with the Company and shall be eligible to apply for any job within the bargaining unit by means of the existing bidding procedure (Article 18.04).

## **ARTICLE 22**

### **Security Plan**

22.01 See Appendix "C".

## **ARTICLE 23**

### **Termination Benefits**

23.01 In the event that the expansion of the existing plant, automation or technological change would affect the employment of the employees in the bargaining unit, such employees shall receive termination benefits per our present practice, i.e.

5% X 1 month posted pay rate X completed years of service.

## **ARTICLE 24**

### **Future Operations**

The Company recognizes the Union's concern regarding future changes in the operation which might adversely effect the jobs of the hourly employees. In the event the Company introduces technological change that effects the jobs of the employees, or adds new jobs, the Company will give as much notice as possible to the Union.

Any changes resulting from the above will be handled as follows:

Where an existing classification is upgraded, the Company will provide the necessary training for the incumbents of the job.

Where an existing classification is being permanently discontinued, the affected employees will be allowed to exercise their seniority to bump into any classification for which they are qualified, or any job for which the Company provides training in accordance with the letter of intent of August 16, 1991 – "Awarding of Job Posting by Seniority"

Where an employee is laid off, he will have recall rights equal to 12 months or his seniority, whichever is the greater.



**ARTICLE 25**  
**Tools**

25.01 The Employer shall provide each tradesman and trade apprentice with a selected tool kit to carry out work at the Plant.

The provided tools shall be the responsibility of the employee and any shortages must be reported immediately to his Foreman. Should any neglect of tools take place, the Employer shall replace these tools at the Employee's expense.

26.01 This Agreement shall continue in effect from August 1, 1991 to July 31, 1994 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party gives notice to the other party in writing of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement, within a period of not less than thirty (30) days and not more than sixty (60) days prior to any annual date of termination.

DATED AT St. Marys this 6th day of May, 1992.

**FOR THE EMPLOYER:**

- John Queenan
- William O'Riordan
- Gerry Teahen
- Don Anderson
- Debbie Munro

**FOR THE UNION:**

- Bryan Glanville
- John Levy
- William Carr
- Reine Van Arkel
- Charlie Wightman

**WITNESS**

**APPENDIX "A"  
WAGE RATES**

<b>Job No. and Classification</b>	<b>Rate per Hr. effective on Ratification</b>	<b>Rate per Hr. effective Aug. 1/92</b>	<b>Rate per Hr. effective Aug. 1/93</b>
1. Probationary	75% of rate	—	—
2. Labourer	\$17.16	\$17.66	\$18.16
3. Truck Highway Loader — 1 cu. yd. Driller Blaster Helper Spare Operator Grader Operator	17.34	17.86	18.38
4. Gyp Operator Stores Helper Finish Mill Utility Impactor Utility	17.52	18.06	18.60



5. Utility Oiler	17.70	18.26	18.82
6. Crusher Operator	17.88	18.46	19.04
Loader Operator 3-5 cu. yd.			
Dozer Operator			
Truck - 35 Ton +			
Driller Blaster			
Repair Helper			
Brick Stripper			
Storeperson			
7. Bulk Cement Loaders	18.06	18.66	19.26
Bulk Cement Loaders			
Finish Grind Mill Operator			
Galion Hoist			
Production Utility			
Finish Mill Crane Operator			

8. Lab Sample Tester Scales Person	18.24	18.86	19.48
9. Spare APCO Mechanic "D" Cement Packers	18.42	19.06	19.70
10. Loader Operator 5 cu. yd. Cat. 245 <b>Backhoe</b> Operator	18.60	19.26	19.92
11. APCO	18.78	19.46	20.14
12.	18.96	19.66	20.36

13.	19.14	19.86	20.58
14. Lab Assistant	19.32	20.06	20.80
15.	19.50	20.26	21.02
16. Electrician "A"	19.68	20.46	21.24
17.	19.86	20.66	21.46
18. CCRO Electrician Industrial Millwright Machinist M.V.M. Instrument Technician "B" H.D.E. Mechanic	20.04	20.86	21.68

**NOTE:**

A lead hand shall be paid fifty cents (\$.50) per hour above the highest rate he is qualified to supervise.

Probationary employees to be paid 75% of the normal rate of pay until the completion of the probationary period. Probationary rates will not apply to tradesmen.

New Plant production personnel will retain their rates when installing refractory, installing lifters being the same as installing refractory.

**APPENDIX "B"**  
**Cost of Living Allowance**  
**(C.O.L.A.)**

A cost of living allowance will be effective November 1, 1991, based on the Consumer Price Index published by Statistics Canada 1971 = 100, all items, for July, 1991.

Such allowance is to be calculated quarterly and will provide for a one cent (1¢) increase in wage rates for each 0.3 increase in the index over that of the previous quarter.

The cost of living adjustments will be integrated with the wage rates on the first day of the month following the end of the comparison period, specifically:

November 1, 1991	February 1, 1992	May 1, 1992
August 1, 1992	November 1, 1992	February 1, 1993
May 1, 1993	August 1, 1993	November 1, 1993
February 1, 1994	May 1, 1994	

If the Consumer Price Index (1971 = 100) all items, published by Statistics Canada is discontinued, the parties shall negotiate an appropriate adjustment or conversion factor to assure that Employees will receive that cost of living adjustment to which they would have been entitled had the Consumer Price Index been published as contemplated by the parties.

During the first contract year of this agreement based on the Consumer Price Index, 1971 = 100, all items for July, 1991, the aforementioned C.O.L.A. formula will only be activated after a 10% rise in the Consumer Price Index. Any monies generated above the new triggered base will be calculated and paid for in accordance with the quarterly dates outlined; the last payment if any, to be made May 1, 1994. Similarly, in the second and third year of the agreement based on the Consumer Price Index, 1971 = 100, all items for July, 1992, July, 1993 the aforementioned C.O.L.A. formula will only be activated after a 10% rise in the Consumer Price Index. Any monies generated above the new triggered base will be calculated and paid in accordance with the quarterly dates outlined, the last payment, if any, to be made May 1, 1994.

## **APPENDIX "C"**

### **Security Plan**

A security plan will be introduced into the Collective Agreement to replace the existing S.U.B. Plan. The objective of the Security Plan will be to provide each individual employee with additional funds in the form of a savings account. Such funds can only be withdrawn upon death, retirement, or leaving the employ of the Company. The only exception of these circumstances would be the right of the individual employee to request and receive **up** to \$100.00 per week from his account during lay-off.

The Security Plan will be funded as follows:

– Effective August 16, 1991, each employee with more than six months continuous service will be given \$1200.00 which will be placed in individual accounts.

– For new employees to be eligible to receive this benefit, they must complete six (6) months of continuous service. The first \$1200.00 payment will be made on the August 1st following the completion of the six (6) months continuous service and each August 1st thereafter.

## **SECURITY PLAN**

**Appendix C**                      August 16, 1991

Both Company and Union will jointly administer the Security Plan.

No change in its application or administration will be permitted without express written consent of the authorized representatives of both Parties.

Company payment on ratification – \$1200.00

Effective August 1, 1992 – \$1200.00

Effective August 1, 1993 – \$1200.00

December 08, 1988

Mr. Bryan Glanville  
President, Local 9235  
United Steelworkers of America  
St. Marys, Ontario  
NOM 2V0

Dear Sir:

**SUBJECT: Letter of Intent Regarding  
Classification and Training**

The Company will endeavour to assist employees who wish to upgrade their job skills through programmes which will be developed and discussed with the Union prior to implementation.

These programmes may take the form of informal in-house training (see letter of intent regarding the awarding of job posting by seniority) or formal in-plant and outside training.

Priority will be given to the development of programmes to upgrade **skills**.

Yours truly,

ST. MARYS CEMENT COMPANY

John Queenan,  
Plant Manager

August 16, 1991

Mr. Bryan Glanville  
President, Local 9235  
United Steelworkers of America  
St. Marys, Ontario  
N4X 1B6

Dear Sir:

**SUBJECT: Letter of Intent Regarding Pay**

When an employee is short a significant amount due to error on his pay cheque, a cheque covering amount short, less required deductions, will be issued upon request. It being understood trivial amounts, i.e. shift differential, etc. will be adjusted on next pay following.

Yours truly,

ST. MARYS CEMENT COMPANY

John Queenan,  
Plant Manager.

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August 16, 1991

Mr. Bryan Glanville  
President, Local 9235  
United Steelworkers of America  
St. Marys, Ontario  
N4X 1B6

Dear Sir:

**RE Pension Plan for the Hourly Employees of St. Marys  
Cement Company (located at St. Marys, Ontario)**

The Company agrees that the employees should be

better informed about their Pension Plan.

The Company will set up a committee comprised of management and employee representatives who will fully acquaint themselves with all aspects of the Plan.

The purpose of the Committee will be to act in an advisory capacity to the Company in order to facilitate communications with the employees regarding the present Pension Plan or possible future changes in the Plan which the Company might consider.

Yours truly,

ST. MARYS CEMENT COMPANY

John Queenan,  
Plant Manager

---

August 16, 1991

Mr. Bryan Glanville  
President, local 9235  
United Steelworkers of America  
St. Marys, Ontario  
N4X 1B6

Dear Sir:

**SUBJECT: Letter of Understanding —  
Awarding of Job Posting by Seniority**

The Company will accept the senior bidder in the following classifications and if training is required, provide an on-the-job training period.

The maximum hours of training for each classification will be discussed at the Company/Union committee under Article 17. The duration of any training period will vary with the skills and knowledge of the employee. When the employee



successfully completes the training programme he will be awarded the job. During the training programme the employee will receive the rate of the full time job classification he held immediately prior to the training period. The employee has the right to refuse the job anytime during the training period.

If during the training period, the applicant has not, in the Company's opinion, proven himself capable of performing the duties of the job classification, he shall revert to his former classification.

No employee will be allowed to train on more than one job per year except where a subsequent job involves a higher job classification.

Yours truly,

ST. MARYS CEMENT COMPANY

John Queenan,  
Plant Manager.

### **TRAINING PROGRAM**

<b>Classification</b>	<b>Training Hours</b>
Spare Packer	15 days
Packer	15 days
Utility Oilers	5 days
Truck Highway	2 days
Loader — 1 cu. yard	3 days
Utility as Required — New Facilities	7 days
Spare Operator	as per job
Grader Operator	3 days
Impactor Utility	2 days
Scaleperson	5 days

Stores Helper	5 days
Bulk Loaders	8 days
Crane Operator	5 days
Storeperson	10 days
Crusher Operator	5 days
Loader Operator — 3/5 cu. yds.	3 days
Repair Helper	—
Dozer Operator	3 days
Truck — 35 Ton +	3 days
Driller Blaster	5 days
Gyp. Operator	3 days
Finish Grind Mill Operator	10 days
Finish Frind Mill Utility	5 days
Backhoe	5 days
Lab Assistant	30 days
Lab Sample Tester	10 days
CCRO, APCO & Spare APCO	30 days
5 cu. yd. Loader	5 days

## **APPENDIX "D"**

### **Apprenticeships**

Where the Company decides to add an Apprentice the position will be posted in the Plant. In choosing the successful applicant the Company will give consideration to seniority and qualifications among other factors, in addition to the prerequisite of the Provincial Regulations of the trade. It is understood that the applicants may be asked to take an aptitude test.

During the Apprenticeship, the training will be paid as follows:

#### **Millwright and H.D.E. Mechanic**

1st Period Class #3  
2nd Period Class #4  
3rd Period Class #9  
4th Period Class #11  
Qualified Class #18

#### **Electricians**

1st Period Class #3  
2nd Period Class #4  
3rd Period Class #6  
4th Period Class #9  
5th Period Class #11  
Qualified Class #18

Following completion of the Apprenticeship, employees will be required to serve a time equal to their apprenticeship as a Tradesman before posting to any other Department.

August 16, 1991

Mr. Bryan Glanville  
President, Local 9235  
United Steelworkers of America  
St. Marys, Ontario  
N4X 1B6

Dear Sir:

**Letter of Understanding  
Re: Pension Plan**

Not more than sixty (60) days after the implementation of the pending Federal Legislation regarding tax reform and its application to Pension Plans, and the Provincial Legislation regarding the indexation of Pension Plans, the Company will meet with the Union to discuss the future of the Pension Plan.

Yours truly,

ST. MARYS CEMENT COMPANY

John Queenan,  
Plant Manager