



COLLECTIVE AGREEMENT

between

**LAFARGE CANADA INC.
(WOODSTOCK PLANT)**

and

**UNIFOR and its LOCAL UNION 636
WOODSTOCK, ONTARIO**

July 1, 2020 - JUNE 30, 2024

THIS AGREEMENT ENTERED INTO this 1st day of July, 2020

BETWEEN

LAFARGE CANADA INC. (Woodstock Plant)
(hereinafter called the “Company”)
PARTY OF THE FIRST PART;

AND

UNIFOR and its LOCAL UNION 636
Woodstock, Ontario
(hereinafter called the “Union”)
PARTY OF THE SECOND PART

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GENERAL PURPOSE

The general purpose of this Agreement is to promote and maintain harmonious relations and close co-operation between the Company, its employees and the Union, to maintain the efficient operation of the Plant, to provide for the prompt disposition of alleged grievances, and to set forth provisions covering wages, benefits, hours of work and other working conditions for all employees covered by this Agreement.

ARTICLE 1 - RECOGNITION

Section 1.01

The Company recognizes the Union as the sole collective bargaining agent of all employees of the Company, for its operations at 683917 Road 68, Ingersoll, Ontario, save and except supervisors, managers, office, clerical staff, and students employed on a cooperative training basis with a school, college or university.

Section 1.02

Supervisory staff will not take the place nor perform jobs normally done by members of the bargaining unit. For a violation of this Section, the Company will pay to the affected employee(s) a minimum amount equal to four (4) hours' pay time and one half of the applicable hourly rate. It is understood, however, that supervisory staff may instruct, inspect, check out equipment and methods or in the case of an emergency, take the necessary action to avoid injury, loss of life, loss of property or damage to material and/or machinery.

Section 1.03

An employee selected by the Company to a position excluded from the bargaining unit shall keep their status and rights under this Collective Agreement and continue to accumulate seniority for a period not exceeding nine (9) months after which the employee shall be deemed to have quit the bargaining unit and shall lose their seniority rights.

If and when a person is returned to the bargaining unit, their return will not cause the layoff of another employee unless there is a layoff situation currently prevailing.

Section 1.04

A Lead Hand is an employee who performs regular classification functions and who, by reason of ability, experience, and leadership qualities, is placed (from time to time) in charge of part of a department, shop or a crew for the purpose of transmitting orders, keeping production records and providing general technical and safety advice and guidance to those assigned to them. Lead Hands will not be required to impose discipline or determine wages or benefits payable to any employee.

ARTICLE 2 - MANAGEMENT FUNCTIONS

Section 2.01

The management of the Operation and the directions of the working forces, including the right to maintain order, discipline and efficiency; plan, direct and control operations; hire, transfer, classify, promote, demote, lay off, recall and to discipline, suspend or discharge employees for just cause; or the right to introduce new and improved systems, methods and facilities and manage all aspects of the Company's operations in accordance with its responsibilities is vested exclusively in the Company subject only to the express provisions of this Agreement.

ARTICLE 3 - EMPLOYMENT

Section 3.01

- (a) The Company retains the right to hire all employees and shall notify the Union in writing of all newly hired employees within a week of hiring, giving date of hiring.
- (b) The Company shall notify the Union of the job classification to which they have been assigned, their qualifications and the rate they will receive.

Section 3.02 - Compulsory Check-Off

Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing, throughout the term of this Agreement. New employees shall, as a condition of employment, become members of the Union upon completion of the probationary period.

The Company will, during the life of this Agreement, deduct from the first pay cheque due to each employee in each calendar month, the amount of dues or levies authorized by its Union and remit the same, prior to the last day of the said month in which the deduction is made, to the Secretary-Treasurer of Local 636, 126 Beale Street, Woodstock ON N4S 6X5, or by electronic dues transfer upon receipt of banking information.

The Company will, during the life of this Agreement, deduct from the pay cheque of any Union member the amount of such special assessment, initiation fees or fines as may be levied on its membership, provided that authority for such deduction is given to the Company in a form setting forth the names of the members from whom the deductions shall be made and the amounts thereof. Such authorization must bear the seal of the Union and the signature of its proper official.

Section 3.03

The Company agrees that on the official request of the Union it will furnish the Union with full information on the job title and rate of pay of any member of the bargaining unit.

Section 3.04

The Company will supply to the National and Local Union a copy of all employees, including temporary and student, names, addresses and phone number semi-annually in the months of January and December. It will also forward any change of address and phone numbers once per month.

ARTICLE 4 - NEGOTIATING COMMITTEE

Section 4.01

For the purpose of negotiations that may from time to time be necessary between the Company and the Union upon all matters

involved in collective bargaining with its employees, the Union shall be represented by a committee composed of one (1) representative from the Local Union whose name shall be advised to the Company, and who will in such negotiations be accompanied and assisted by accredited representatives of UNIFOR, If the complement of regular hourly employees increases to 15 or more one (1) more representative will be added by the Local Union. The Company agrees that it will arrange to be represented at meetings with the representatives of the Union for the purpose of such negotiations at such times and places as may be mutually agreed upon by the Company and the Union.

The Company further agrees that it will compensate the members of the negotiating committee for any loss of regular wages incurred during negotiations between the Union and Company up to but not including Conciliation. The Parties will meet as required.

ARTICLE 5 - NON-DISCRIMINATION

Section 5.01

Lafarge and the Union are committed to the prevention of Workplace Violence, Harassment and Sexual Harassment and are committed to providing a workplace in which individuals are safe and treated with dignity and respect. There will be a zero tolerance for Workplace Violence, Harassment and Sexual Harassment.

The Employer, employees and the Union agree to conduct their

affairs in accordance with all Government Legislation which effects a person's Human Rights and agree that there shall be no discrimination based on sex, sexual orientation, gender identity or gender expression, age, marital status, family status, handicap, record of offences, race, colour, creed, criminal record, national or ethnic origin, ancestry, citizenship, and political opinion. The Employer and the Union agree that there will be no intimidation, harassment, discrimination, interference, restrain, or coercion because of membership or activity in the Union or lack of membership or activity in the Union.

The Employer agrees to maintain a Harassment, Sexual Harassment & Violence in the Workplace policy and to keep it current with any new legislation, which may be passed going forward. The Employer agrees to follow and enforce the Harassment, Sexual Harassment & Violence in the Workplace Policy.

The Union and employees shall cooperate with the Employer in this regard. Where the term 'spouse' or 'partner' is used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least six months in duration (except for benefits), including a person of the same or opposite sex.

The Employer agrees to outline measures to control the risks, measures for summoning immediate assistance and measures for reporting incidents of Workplace Violence, Harassment & Sexual Harassment. The Employer agrees to communicate to all employees the Workplace Violence, Harassment & Sexual Harassment Policy and procedure. The Joint Committee for all investigations regarding

Workplace Violence, Harassment & Sexual Harassment Policy will consist of Employer, worker Health and Safety Representative, Management, and the Union Chairperson or other.

The Employer agrees to review the Workplace Violence, Harassment & Sexual Harassment Policy annually in conjunction with the JHSC and develop/implement recommendations to ensure continual improvement. All changes to the Workplace Violence, Harassment & Sexual Harassment Policy will be communicated to the Union prior to implementation.

Section 5.02

Violence

The Parties hereby recognize and share the concern that Employees uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The Parties agree that when there is adequate verification from a recognized professional (i.e., Doctor, Lawyer, Professional Counsellor), an Employee who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected Employees and will not be utilized by the Union or the Employees to subvert the application of otherwise appropriate disciplinary measures.

Section 5.03

Domestic Violence

The Employer agrees to recognize that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree, when there is adequate verification from a recognized profession (I.E. Doctor, Lawyer, Counsellor, Shelter Worker), an Employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence can be linked to the abusive or violent situation.

Absences that are not covered by Sick Leave or Disability Insurance will be granted as an absence with permission with pay, consistent with the provision cited in the *Employment Standards Act* (ESA).

ARTICLE 6 - BULLETIN BOARD

Section 6.01

The Company agrees to furnish one (1) bulletin board of its own selection, to be located in a conspicuous location in the operations, for use of officials of the Union and the Company for the posting of notices of interest to the Union and the Company. Union notices shall bear the seal of the Union and the signature of its proper officials.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or days per week. According to the needs of the operation regular schedules can be modified with at least forty-eight (48) hours notice in advance of its effective date. This notice will not apply in cases of acts of God or situations beyond the control of the Company.

Section 7.01

- a) The work week will be forty (40) hours from Sunday 24:00 to Saturday 16:00 inclusively.

The work week will be five (5) consecutive days of eight (8) hours unless specified in the Collective Agreement. The workday will be exclusive of lunch period. Normal starting times of shifts will be:

- i) Day shift (or shifts) starting between 5:00 a.m. and 9:00 a.m.
- ii) Afternoon shift (or shifts) starting between the hours of 1:00 p.m. and 5:00 p.m. when required.

For the purposes of this agreement, a "DAY" shall be considered as the twenty-four (24) consecutive hours beginning at the start of an employees scheduled shift. A "WEEK" shall be considered as the seven (7) consecutive days beginning at 2400 hours Sunday.

- b) The Company grants to employees two 10-minute rest periods during each shift, which rest periods are granted upon the representations of the Union that the time limits thereof shall be strictly adhered to as specified in the Local Agreement.

Section 7.02

All regularly scheduled hours of work shall attract no overtime premium and shall be paid at straight time rate. Any work done outside of the regular schedule will be paid at the applicable rate.

- a) The first two (2) hours worked in excess of an employee's regular schedule in any day and any hours in excess of forty (40) hours in any one week will be paid at the rate of time and one-half (1½) the regular straight time rate. Any work in excess of two (2) hours of an employee's schedule in any day will be paid at the rate of double the straight time rate.

Overtime worked in excess of ten (10) hours on any off day, in excess of twelve (12) hours in any day and all overtime hours worked by an employee on Sunday will be paid at double the straight time rate.

- b) When an employee is called in for work during off-regular scheduled hours, they shall be paid at the rate of time and one-half the straight time rate, except when such call-in occurs on a paid holiday, in which event they shall be paid at the rate of three (3) times their regular straight time rate.

Section 7.03

For the purpose of calculating overtime payments, a day shall be the twenty-four (24) hour period commencing at the beginning of an employee's regularly scheduled workday.

When an employee reports for work on their day off, the work day will commence at the time they first report for work and will end twenty-four (24) hours later or at the beginning of the employee's next regularly scheduled work day, whichever first occurs.

Section 7.04

An employee who works overtime shall not be required to take time off to offset such overtime.

Section 7.05

Overtime shall be divided as equitably as practical among employees capable of performing the work. At the beginning of every month the company will post the overtime worked and refused by employees from least to most overtime worked YTD. Employees will be canvassed for overtime starting at the top of the list.

Section 7.06

A call-in is defined as a request for an employee to work outside their regularly scheduled hours whether called at home or asked at

work, except when such hours are a continuation of their regularly scheduled hours or they are notified at least eight (8) hours in advance to report early for work within two (2) hours of their normal starting time. For a call-in, a minimum of four (4) hours will be paid at the applicable rate.

Section 7.07

A hot meal to a value of \$15.00 will be provided under the following conditions:

- a) To an employee who works more than two (2) hours in excess of their scheduled hours and at the end of every four (4) consecutive hours worked thereafter, except the last, or
- b) To an employee called in within four (4) hours of the start of their regular shift without sufficient notice to prepare a lunch, all meals will be provided. When notice of two (2) hours is given to report, one meal must be provided by the employee, or
- c) To an employee who is called in and works more than four (4) consecutive hours.

The employee shall be given reasonable time to eat their meal without loss in pay. There shall be no duplication of meal allowance for consecutive hours and call-in. In the event that food is not available, the employee will receive \$15.00 for each of the above conditions.

- a) The standard working week shall average forty-two (42) straight time hours per week over a four (4) week period. These hours are not a guarantee of work to any employee for such hours or any other hours.

12 Hour Shift Agreement

1. Shift rotation will be on a four (4) week basis with an average of 42 hours per shift or any combination which averages 40 or 42 hours per week. All regular scheduled hours of work as per the Collective Agreement, shall attract no overtime. Regular shift hours for those participating in the 12 hour shift are:

08:00 am to 08:00 pm - Day Shift

08:00 pm to 08:00 am - Night Shift

2. Change of shift notice shall be given in accordance with Article 7 of the Collective Agreement. Shift changes will be allowed where practical, however, no employee will be allowed to add hours to either end of his/her shift. . According to the needs of the operation regular schedules can be modified with at least forty-eight (48) hours' notice in advance of its effective date.

Notification where possible, should be given one week prior to the actual shift change.

3. While the Company has the right to change the shift

schedule with 30 days' notice, it agrees to meet with the Union to discuss the need for such a change. Employees not satisfied with the new schedule will have the right to exercise a Permanent Bump within the two weeks starting three (3) months after the implementation of the new schedule.

4. Overtime hours will be paid as per Section 7.04 of the Collective Agreement.
5. Employees are not expected to work in excess of 12 hours in any one day unless emergency conditions occur or in accordance with Section 7.08.
6. An employee required to work past his/her 12 hour shift shall be provided a meal/pay the equivalent of \$15.00 when the employee works more than 2 hours in excess of 12 hours.
7. Scheduled work on a statutory holiday if an employee works will be paid:

8 hours straight time (Maximum)
12 hours at 1.5 times
8. Scheduled days off on a statutory holiday shall be paid as follows:

Vacation

When a statutory holiday falls during an employee's scheduled vacation.

The employee has the options according to section 10.05 of the Collective Agreement.

Regular Day Off

Should a statutory holiday occur on an employee's regular day off the employee has the options according to Section 10.06 of the Collective Agreement.

9. Unscheduled work on a statutory holiday will be paid:

For Hours Worked

First 8 hours at triple time pay beyond eight hours - three and one-half times the straight time rate.

10. **Vacation Selection**

Vacation shall be selected through the normal procedures and shall be taken on a 36 or 48 hour block basis only within Monday through Sunday. If there is less than 12 hours remaining the employee will be paid out the remaining monetary amount. Vacation will be counted and paid on the basis of hours of work missed during the period in question.

For clarification it is understood that vacation entitlement purposes will not exceed the following in accordance with Article 9.

After 1 year	2 weeks	80 hours
After 3 years	3 weeks	120 hours
After 8 years	4 weeks	160 hours
After 15 years	5 weeks	200 hours

11. Bereavement Pay

For the purposes of Article 16.01, a day will be recognized as a 12 hour shift for employees of this agreement.

ARTICLE 8 - WAGES

Section 8.01

The wage schedule for classifications covered by this Agreement is attached hereto. Students and temporary workers will receive 70% of the classification rate.

Section 8.02

The rate of pay of any employee who is temporarily required to fill the place of an employee receiving a lower rate shall not, for that reason, be reduced.

Any employee who is required to perform work, during their regularly scheduled hours including regularly scheduled lunch period, for which a higher rate than that of their classification is paid, shall be paid as follows:

- a) For an assignment of less than one (1) hour there will be no change in rate.
- b) For an assignment of one (1) hour or more and up to four (4) hours, the higher rate of pay shall be paid for hours so worked.
- c) For an assignment of more than four (4) hours the higher rate of pay shall be paid for all hours worked that day.

An employee who is required to perform work during overtime hours, for which a higher rate than that of their classification is paid, shall receive such higher rate of pay for all overtime hours worked on that day but such higher rate shall not apply to regularly scheduled hours worked that day.

Section 8.03

When an employee, as a result of a job posting, is awarded a new job of a lower classification and for which a lower rate than that of their former classification is paid, such lower rate shall become effective immediately upon the employee accepting their new position in writing.

Section 8.04

- (a) A shift differential of one dollar (\$1.00) effective July 1, 2020 per hour over their regular occupational rates shall be paid to employees on the afternoon shifts. A shift differential of one dollar and ten cents (\$1.10) effective July 1, 2020 per hour over their regular occupational rates shall be paid to employees on the night shift.

- (b) A shift differential of four dollars (\$4.00) effective September 1, 2019 per hour over their regular occupational rates shall be paid to employees who work the Sunday shift.

Section 8.05

In the event the content of a job is materially changed, or a new job is created, the wage rate for such job shall be negotiated between the Company and the Union. If the parties are unable to agree upon the wage rate the question shall be arbitrated in the manner set forth in the Grievance Procedure.

The rate for such a job shall be effective on the date the new or changed job was put into operation. Any new rate shall be set in fair relationship to the wage rates provided by the Wage Schedule attached hereto.

Section 8.06

In the event of the death of an employee, the Company will pay

to the employee's estate an amount equivalent to the applicable annual vacation and/or statutory holiday pay and/or any monies due under this agreement that the employee had earned and/or accrued as of the date of death.

ARTICLE 9 – VACATION WITH PAY

Section 9.01

Subject to the other provisions of this Article, all employees covered by this Agreement will be entitled to annual vacation with pay in accordance with the following schedule:

Length of Seniority	Length of Vacation	Vacation Pay the greater of (a) or (b)	
		(a)*	(b)**
1 year	2 weeks	80 hours	4%
3 years	3 weeks	120 hours	6%
8 years	4 weeks	160 hours	8%
15 years	5 weeks	200 hours	10%

* Employee's straight time hourly rate as of pay period immediately prior to their vacation.

** The following percentage of the employee's gross wages earned during the previous calendar year in accordance with the Statement of Remuneration Paid (T4 Slip filed by the Company, exclusive of COLA float and Production Bonus).

For vacation entitlement purposes, it is understood that one week of vacation is equal to 40 hours.

It is also understood that for vacation scheduling purposes, scheduled vacation covers the whole week not just 40 hours within a week.

Vacation pay percentage will be paid out on each pay, in accordance with Company pay practices.

The employee can elect to provide a separate bank account for these funds to be deposited in, an alternative, but must make this election once per calendar year prior to December 31st.

Section 9.02

An employee whose employment is terminated or who is laid off before acquiring seniority rights will be granted Vacation Pay according to Provincial Law.

Section 9.03

Employees, with established seniority, will be required to have worked a minimum of nine-hundred (900) straight time hours within each calendar year (January 1st to December 31st) to qualify for a full vacation in the following year.

When an employee works less than nine-hundred (900) straight time hours, the vacation entitlement will be calculated on a pro-rated basis of one-twelfth (1/12) of full vacation entitlement for each month credited.

For vacation purposes only, an employee shall be deemed to have one year of service as of the 1st of January following their date of hire and they shall be entitled to vacation in accordance with the preceding paragraph and Section 9.01 above. Each subsequent January 1st such employee's service shall be increased by one year and they shall be entitled to vacation in accordance with the preceding paragraph and Section 9.01 above. Vacation shall be taken between January 1st and December 31st of each calendar year.

In case of lay off an employee may elect to take their vacation entitlements immediately or leave vacation pay credits with the Company until their return to work in the next calendar year. In no event shall any employee who is on lay off be required by the Company to take their vacation during periods of plant shutdown or curtailment of operations.

Section 9.04

Paid statutory holidays shall be considered as the time worked for the purpose of computing vacation entitlement. Time lost through work-related injury for a period of up to five-hundred and twenty (520) hours in any one calendar year will be recognized in calculating vacation entitlements. In no event will an employee who has not worked at least eighty (80) hours in a calendar year be entitled to any vacation.

Section 9.05

The first two (2) weeks of the vacation shall be granted by seniority insofar as is possible during the period from the Monday of the last

complete week of June to the Sunday of the first complete week in September in each year.

The Company will post a vacation selection calendar in November for the following year. Employees have one week to select their first two weeks of vacation and submit such request to their supervisor for final approval. The Employer will respond within one week of receiving the request, and such request is only considered approved once the submitted vacation form is returned back to the employee signed by their supervisor. This process will be repeated for each additional two (2) weeks until the employee's vacation entitlement is exhausted. If an employee is on STD, Leave of absence, holidays or bereavement, management must attempt to contact the employee and provide the required information for vacation selection (shift selection package ETC). There shall be no more than one (1) employee on vacation at any one time. Any vacation not scheduled may be taken at Management's discretion.

Two (2) employees in total can be on vacation in a week during the period of June 1st to Labour Day.

One (1) employee per shift can be on vacation in a week from the period of post-Labour Day to May 30th.

Section 9.06

In the case of the prior year's vacation pay credits remaining at layoff, the employee may elect either to take these as a cash payment at layoff, or to be kept on the payroll until these vacation pay credits are used up.

Section 9.07

- a) Where work-related injury prevents an employee from taking their scheduled vacation, such employee will be allowed to reschedule such vacation to a later date, by mutual agreement.

- b) Notwithstanding the provisions of Section 9.03 above where an employee has been absent from work in excess of five-hundred and twenty (520) hours because of work-related injury, and they have less than 900 hours credited in the current year, and it is not anticipated that they may return to work during the calendar year in which the employee is absent, the employee may elect to defer the vacation pay and the vacation time which they have earned to the following calendar year. In no event, however, shall such deferment entitle the employee to a greater vacation pay or vacation time than they would have received if they had taken their vacation during the year when it was due.

ARTICLE 10 - HOLIDAYS

Section 10.01

The Company agrees that there will be twelve (12) holidays per year.

Section 10.02

The Plant Holidays, unless otherwise agreed to by the Company and the Union shall be:

Good Friday
Victoria Day
Civic Day
Labour Day
New Year's Day

Thanksgiving Day
Canada Day
Christmas Day
Boxing Day

plus three (3) floating personal holidays to be taken on mutually agreeable dates between employee and Site Manager. All floating holidays are to be paid at twelve (12) hours if you are working a twelve (12) hour shift.

Section 10.03

For each holiday, each employee will be paid holiday pay equivalent to eight (8) hours at their regular straight time hourly rate, providing they meet the following requirements:

- a) The employee's name has been placed upon the seniority list or an employee, on probation, has completed sixty (60) days worked.
- b) The employee must work their scheduled hours on their last scheduled work day preceding the holiday and also on their first scheduled work day following the holiday unless they have been authorized to be absent from work by the Site Manager for reasons of sickness, accident, or similar cause. Where the absence is a matter of extreme urgency, such authorization may be given during or after the absence.

- c) The employee must have worked within the thirty (30) day period immediately preceding the date of the holiday.

It is understood that if an employee, who has completed their probationary period and whose name has been placed on the seniority list, is laid off, they shall receive at the time they are laid off pay for any of the said holidays that fall within the thirty (30) day period immediately following the date of their layoff.

Section 10.04

The Company shall post a notice of those employees who are to work on a holiday at least three (3) days (72 hours) prior to such holiday. All such employees will be paid eight (8) hours holiday pay in accordance with Section 10.03 and, in addition, one and one-half (1½) times their respective straight time hourly rate for scheduled work performed.

Hours worked other than scheduled hours will be paid at three (3) times the employee's regular straight time hourly rate. However, work in excess of eight (8) hours, whether scheduled or unscheduled, shall be paid at the rate of three and one-half (3½) times the regular straight time hourly rate.

An employee who is given three (3) days (72 hours) notice of being scheduled to work on a holiday but is subsequently informed no later than twelve (12) hours prior to the start of their shift, that the schedule has been changed and they are not required to work will receive four (4) hours straight time pay in addition to the holiday pay to which they are entitled in accordance with Section 10.03.

Those employees who do not work their scheduled hours on a holiday receive no holiday pay as per ESA.

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

Section 10.05

When any of the said holidays fall during the employee's vacation, the employee shall have the right to:

- a) Take an additional day off with pay at the beginning or at the end of their vacation for each such holiday(s), provided they select such day(s) and gives notice to the Company on the day their vacation is confirmed. Notwithstanding of the above, during the period between June 15 and October 1 and New Years Day, such days must be approved by the Company (except for a Labour Day holiday taken at the end of a vacation period), or receive a day's pay for each of such holiday(s) in lieu of time off.
- b) Defer the day(s) with pay to another date chosen by mutual agreement with their supervisor. If such employee is requested to work and they work on the "deferred day" such work shall be deemed off-schedule hours and paid as such, or
- c) An employee who is required to work some or all of the statutory holidays may elect to defer a day's pay for one

(1) of those holidays and take a different day off. Such day must be approved in advance by the Company.

Section 10.06

In the event of any of the said holidays falling on Saturday or Sunday, the following Monday shall be observed and paid for as a holiday instead of Saturday or Sunday. If Christmas falls on Saturday or Sunday, Boxing Day will be observed by day workers on the following Tuesday in plants where Boxing Day has been selected as a paid holiday.

When a holiday occurs on a shift worker's scheduled day off, if such employee is requested to work and they work, such work shall be deemed off scheduled work and shall be paid as such.

ARTICLE 11 - SENIORITY

The Company accepts the principle of seniority of service. This principle shall be applied as follows:

Section 11.01

Seniority of service shall date from the time an employee was last hired by the Company.

Section 11.02

The Company will establish a seniority list to be revised whenever a

change occurs indicating the status of all present employees in order of the date of their employment with the Company. Revised lists shall be published and copies furnished to the Union.

Section 11.03

- a) Employees shall not be placed upon the seniority list and considered regular employees until they have completed ninety (90) days worked based on 18 weeks of 40 hours or 720 hours within a nine (9) consecutive month period from the most recent date of hire. If the Company chooses to hire a Temporary employee, such employee shall not be placed upon the seniority list and considered a regular employee until they have completed forty-five (45) days worked based on 9 weeks with an average of 40 hours from the most recent date of hire, outside of their temporary placement. It is understood that the Company may discharge an employee on probation at its sole discretion provided that this right is not exercised in bad faith.

- b) Students hired temporarily during the period of April 15 through October 15 who indicate at the time of employment their intention of returning to school, shall not accumulate seniority during such period and shall not be entitled to bid on posted jobs as provided by Section 11.08 hereof, and on ceasing employment shall be deemed to have quit. Should the student subsequently be hired by the Company on a permanent basis, their seniority will commence as of the date of that permanent hiring. The Company will post a list of all student-employees so hired and send a copy to the Union.

- c) Temporary employees may be hired by the Company for special projects, environmental response clean-up, plant shutdown, vacation relief and temporary replacement of a regular employee who is on an extended leave (disability, maternity or personal leaves) for up to twenty-six (26) weeks in any calendar year with a minimum of a 2 month break in employment, which break need not apply to Tradesmen. Once the temporary employee has completed their twenty-six (26) weeks, they must take their two (2) month break even if the twenty-six (26) week period spans two (2) calendar years. Such employees will not accumulate seniority and will not be subject to the provisions of this Collective Agreement except those which are required by law or as specifically indicated in this agreement or employees who have completed the probationary period. Upon ceasing employment for any reason, a Temporary employee shall be deemed to be terminated for just cause. Temporary employees can supplement the workforce in all classifications depending on the needs of the plant operation.

For the purpose of this Article, a calendar year is the month of hire to the following 12 months (example – hire April, one year ending May following year).

The parties can mutually agree to extend the twenty-six (26) weeks for a temporary employee.

Temporary personnel:

- Will not be assigned work other than that for which they

are scheduled unless it is for them to complete their shift.

- Will be scheduled on shift, other than when a rotation is required, after regularly qualified employees have been given the opportunity to fill in the schedule.

d) Overtime as a continuation of a shift may be assigned to qualified students and then to qualified temporary employees (“qualified” as defined in 8.01 a) last sentence) once employees performing the same classification of work have been canvassed; short of creating a call-in. All other overtime (i.e. Saturday) will only be assigned when all regular employees in the same classification have been canvassed.

Notwithstanding the above, it is understood that Students and Temporary employees will not perform work when qualified employees from the seniority list are on layoff.

e) No temporary employee will be able to request vacation or time off when bargaining unit employees have requested vacation or time off.

Section 11.04

Employees who have entered a bid may withdraw their bid provided such withdrawal is in written form which includes the date of withdrawal and the employee’s signature.

Section 11.05

Bids entered beyond the time allowed on the posting will not be accepted by the Company.

Section 11.06

In the case of illness, accident, vacation or leave of absence mutually satisfactory arrangements will be made. When the affected employee returns they will revert to their regular job and all other employees affected will revert to their previously held jobs.

Section 11.07

When a new job is created or a vacancy occurs in a job classification excluding Labour, it shall be posted by the Company for seven (7) calendar days so as to give all interested employees the chance to apply in writing for such jobs. All jobs will be posted within seven (7) days from the time the vacancy occurs except when the job is discontinued, or the new job or vacancy is expected to last for not more than three (3) months and the Union and the Company mutually agree not to post the job.

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

- a) Seniority
- b) Ability to perform the work in respect to any job. The standard of ability is whether or not the employee can meet the reasonable requirements of the job

c) Physical fitness

When several persons are being considered and two or more of those persons meet b) and/or c) and/or d) above, then Seniority shall govern.

Section 11.08

In cases where the senior applicant is not selected and a dispute arises between the Company and the Union, it shall be resolved by referring the matter to the Grievance Procedure.

Section 11.09

An employee whose job has been permanently discontinued shall have the right to bump which is defined as the right to apply in writing for any other job in the operation held by an employee of less seniority.

If the senior employee can satisfactorily perform the job with a familiarization period of not more than ten (10) working days, they shall be awarded the job.

Section 11.10

Seniority of service shall not be forfeited during any layoffs or periods of absence through proven sickness or injury. Seniority shall be determined from an employee's last date of hire but an employee shall lose their seniority and their employment shall be terminated if:

- a) They quit voluntarily.
- b) They are dismissed for just cause.
- c) They are absent for five (5) consecutive days without permission.
- d) They do not notify the Company within forty eight (48) hours of their intention to return to work after call by personal notification sent to them either by messenger or by registered mail to their last known address or they do not return to work within five (5) working days from the date of receipt of the notification to return, they will be considered to have quit.
- e) They are laid off for a period equal to their seniority at the time of layoff, or for a period of two (2) years, whichever is the greater.

Section 11.11

The seniority of service and all other rights of employees serving in Her Majesty's Forces shall be respected in accordance with Government regulations.

Section 11.12

The Company may use a qualified employee to fill a position or perform any work provided that such work can be accomplished without creating overtime or a call-in. Should overtime or call-in result, this position shall be filled by an employee within the classification where the need initially existed, provided an employee within that classification is available.

ARTICLE 12 - LAYOFF & RECALL

Section 12.01

The Company agrees that insofar as it shall be possible to do so it will give notice of at least one (1) week, five (5) working days, of the intention to close down any of its operations and will give such notice to decrease the number of personnel employed as may be from time to time essential because of business conditions. Except in cases of emergency, including safety requirements, employees affected by such layoff will be given five (5) working days (one week) notice. If such notice is not given to an employee, their regular pay shall continue for five (5) working days (one week) following the layoff notice.

Section 12.02

In the case of layoff, students and co-op students shall be laid off first, followed by the least senior qualified employees. Upon recall after layoff, the most senior qualified employee will be called back first. The Company agrees to notify the Union of all such recalls.

For the application of the above procedure an employee will have five (5) shifts to prove their capability to perform the job upon recall.

Section 12.03

If the Union disagrees with any action of the Company with regard to layoffs or recall after layoffs, the Company will meet the Plant

Committee and endeavor to reach an agreement according to conditions set forth in Article 11.

ARTICLE 13 - DISCIPLINE

Section 13.01

Any disciplinary notation placed upon any employee's record shall be removed from that employee's record after two (2) years from the date of the offense.

An employee shall have access to their personnel file to ascertain if it is current and correct, and if they so request, they may be accompanied by a Union representative.

Section 13.02

The Company reserves the right to discharge and lay off any employee for good and legitimate reasons.

Section 13.03

A claim by an employee, who has completed their probationary period, that they have been unjustly suspended or discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Site Manager within seven (7) business days after the employee is suspended or has ceased working for the Company (See Section 13.05).

When a member of the bargaining unit is interviewed by any management personnel in regard to any matter which would affect their rights and privileges under the terms and provisions of the Collective Agreement, the employee shall be informed that they have the right to have the Shop Steward or Local Union Officer present.

Section 13.04

Any employee, who is absent without leave for reasons other than proven sickness or injury for one (1) day or more, may be reprimanded and for any subsequent absence without leave they may be subject to progressive discipline up to and including discharge.

Section 13.05

The Company shall notify the Union in writing within five (5) days of the discharge or disciplinary time off of any employee on the seniority list, stating the reason or reasons for such action, and the Union must file an appeal with the Company within ten (10) days from the date of receiving notice of such action, or the right of appeal is lost.

ARTICLE 14 - GRIEVANCE PROCEDURE

There shall be an earnest effort on the part of both parties to settle promptly any differences, disputes or complaints arising over the interpretation or application of this Agreement.

Section 14.01

The Company will recognize a committee of one (1) Union Steward, consisting of the Negotiating Committee referred to in Section 4.01 of this Agreement. The Company will recognize the Union Steward for the purpose of adjusting grievances arising from this Agreement and to hold Joint Meetings as outlined in Section 14.03 hereof. The Union Steward shall meet with the Site Manager or their representative as hereinafter provided, with no loss in pay when such meetings occur during working hours.

Straight time will be paid for off time hours for meetings according to 14.03 and for meetings for the grievance procedure up to and including Step 2. It is agreed that these meetings will be scheduled in such a way as to minimize relief requirements. Such paid hours may not be construed in any ways as hours paid or worked for purposes of computing hours of work, overtime etc.

Section 14.02

In accordance with past practice the Company will recognize Stewards and the Union shall advise the Company in writing of all Stewards selected and the department and/or shift each Steward will represent.

The Union acknowledges that the prime responsibility of Stewards is to perform their regular work duties on behalf of the Company. Grievances or employee concerns requiring immediate attention may be attended to by Stewards during working hours without loss of pay. Permission must be obtained from the employee's supervisor

before leaving the work station. The supervisor must be advised of the reason for the requested absence and the expected duration. Permission will not be unreasonably withheld; however, the timing may be changed if the absence will have an adverse effect on plant operation. The above is granted upon the undertaking of the Union that it will not be abused and its continuance is conditional upon strict adherence to such undertaking.

Section 14.03

Joint meetings of the Union Steward with the Site Manager, or their representative, shall be held at least once a month, or as may be mutually agreed upon. At this meeting, a National Representative of the Union may attend on request of the Local Union.

Section 14.04

If any employee (or employees) has (have) a grievance, it shall be taken up within five (5) working days of the occurrence of the circumstances giving rise to the grievance, or of when the grievor should reasonably have knowledge of it.

The employee, with the Steward if requested, will discuss their problem informally with their supervisor prior to entering a grievance. Any settlement reached between the supervisor and the employee shall not contravene the terms of this Agreement.

Step No. 1

The employee (or employees), with the assistance of the Steward, shall take up their grievance in writing with their supervisor. The decision shall be rendered in writing within three (3) working days for the supervisor (or such longer period as may be mutually agreed upon) following the presentation of the grievance to them. At this juncture, there shall be an earnest effort on the part of both parties to settle promptly any differences. If the grievance is not pursued within three (3) working days after the decision is rendered, the grievance is considered as settled or abandoned.

Step No. 2

Representatives of Unifor, as designated by the Local Union, may submit the grievance to the designated Company Regional Officer with a copy to the Site Manager. If a meeting is deemed necessary, the Local Union may be represented by one (1) of its members and a representative of the National Union. The Company shall be represented by a Regional Representative(s) and the Site Manager.

Any meeting held will be at the Operations or other mutually acceptable location. The Company's decision shall be delivered in writing within one (1) week after such presentation by the Union.

Step No. 3

Failing resolution at Step 2, either party may advance the grievance to this step for disposition prior to moving to the arbitral process. In a final attempt to find an amicable resolution between the

parties, a meeting will be held between the UNIFOR National Representative and the Company Labour Relations Manager within seven (7) business days from the date concluding the Step 2 proceedings.

Section 14.05

Failing settlement under the above procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, such difference or question may be taken to arbitration. If no written request for arbitration is received within fifteen (15) working days after the decision in Step No. 3 is rendered, it shall be deemed to have been settled or abandoned.

Section 14.06 - Policy Grievance

Any difference arising directly between the Company and the Union involving the interpretation or alleged violation or application of this Agreement may be submitted in writing by either party and dealt with through the respective representatives of the parties commencing with Step No. 2 under the Grievance Procedure.

Section 14.07

If an appeal is filed, it shall then be immediately taken up with the Company and a representative of Unifor who shall have five (5) working days in which to settle this grievance. Should the grievance not be settled at this stage, it shall then be immediately referred to a single Arbitrator who may:

- a) Uphold the Company's decision;
- b) Uphold the Union's appeal and reinstate the grievor to their former position without loss of wage rate or seniority and with full pay for all time lost;
- c) Award such lesser penalty as the Arbitrator may deem fair and proper.

Section 14.08

No monetary adjustment affected under the Grievance or Arbitration Procedure shall be made with respect to any period prior to the date of this Agreement.

Whenever the settlement of a grievance involves the payment of money, said payment will be made by the Company within fifteen (15) calendar days of receipt of the Union's written acceptance of this disposition and the Company issuing confirmation to the Union that the money was paid.

Section 14.09

The time limits provided under the Grievance Procedure may be extended by mutual agreement of the parties, provided a written request is filed before the time limit expires.

Section 14.10 - Arbitration

No grievance may be presented for arbitration until it has gone

through the steps of the Grievance Procedure which are applicable, except by mutual consent.

Section 14.11

Within fifteen (15) days of receipt of notice of either party that arbitration is required to settle the dispute, the Union and the Company will, subject to mutual agreement, select a single Arbitrator who in no way has been directly involved in attempting to settle the grievance.

Section 14.12

If the parties fail to agree on an Arbitrator within seven (7) calendar days or such longer period as is necessary, either party may request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

Section 14.13

The Arbitrator shall then hear and determine the differences or allegations and shall render a decision. The decision shall be final and binding upon the parties and upon the affected employee(s).

Section 14.14

The Arbitrator is not authorized to make a decision inconsistent with the provision of this Agreement, nor to alter, modify, amend, add or delete any part of this Agreement with the exception of Article 14, Section 8. The expenses and compensations of the Arbitrator, if any,

shall be divided equally between the Company and the Union.

Section 14.15

The Arbitrator shall attempt to hear the dispute in question within thirty (30) days of the appointment and shall render their decision within thirty (30) days of the hearing, unless the arbitrator is unavoidably delayed in reaching a decision.

Section 14.16

The proposals and counter proposals made by each party shall not be used, or referred to, in any way during or in connection with the arbitration of any grievance arising under the provisions of this Agreement.

ARTICLE 15 - LEAVES OF ABSENCE

Section 15.01

- a) All employees elected or appointed as delegates of the Union to conventions or meetings of organizations with which it is affiliated, shall be given reasonable leave of absence, without pay, to perform the duties of such office, provided all possible notice, at least four (4) days, is given to the Company. The number of employees to be on leave of absence under this clause shall not exceed one (1) at the Woodstock Plant at any one time.

- b) The Company will maintain the normal pay for employees granted leave of absence under sub-section a) above, and it will invoice the Union monthly for the monies so advanced. The Union agrees to reimburse the Company within thirty (30) days from receipt of this invoice.

- c) Any employee elected or appointed to a full-time position with Unifor or any of its subordinate bodies shall be granted an indefinite leave of absence, providing ten (10) days' notice is given to the Company prior to the beginning of such leave.

During such leave, seniority shall accumulate but insurance benefits shall be suspended after thirty (30) days of such leave and will again be in effect the first day of returning to work with the Company. Upon returning to work, such employee will be reinstated in their former job, providing it is still in existence; if not, they shall be eligible to apply for any job within the bargaining unit by means of the existing bidding procedure or by bumping.

Section 15.02

Upon application to the Site Manager an employee who has completed sixty (60) days employment with the Company, for good and sufficient cause, may be granted a leave of absence without pay for a limited period not to exceed sixty (60) days. Any request for leave of absence for a period of longer than two (2) days must be made in writing at least two (2) weeks in advance of the leave to the Site Manager who will reply in writing with a copy to the Union.

Section 15.03

In the event of pregnancy or parental leave, an employee with established seniority will be granted an unpaid leave of absence in accordance with applicable legislation.

During the last ten (10) weeks of pregnancy and before returning to work the employee must provide a medical certificate confirming that they are fit to perform the work required of them. During the maternity leave the employee will continue to accumulate seniority and pension credits, and insurance benefits will be maintained and paid by the Company. Upon return to work the employee will assume their former position.

Section 15.04

The Company will notify the Local Union of any leave of absence granted in excess of two (2) days. Any employee on leave of absence who engages in other employment or fails to report for work on expiration of their leave shall be deemed to have quit voluntarily.

Section 15.05

A leave of absence obtained under false pretenses shall be cause for discharge.

Section 15.06

If an employee is absent from work by reason of sickness or other emergency, and is medically cleared to perform full duties or

acceptable modified work offered by the company, such employee must confirm **their** return no later than the day before returning to work. Failure to provide such notice may result in the returning employee being assigned to other duties that are available until they can be placed back on their own job. In no event will this reassignment be longer than one week.

ARTICLE 16 - BEREAVEMENT

Section 16.01

In the event of the death of an employee's spouse child or step-child, five (5) days leave of absence with pay will be granted. In the event of the death of an employee's father, mother, stepfather, stepmother, brother or sister die, three (3) days' leave of absence with pay will be granted. In the case of an employee's father-in-law, mother-in-law, half-sister, half-brother, grandchild, grandparents, spouse's grandparents, or the employee's son-in-law or daughter-in-law and great-grandparents, three (3) days' leave of absence with pay will be granted provided the employee or employee's spouse attends the funeral service. In the case of an employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew, one (1) day's leave of absence with pay will be granted provided the employee or employee's spouse attends the funeral service. In each case application for leave should be made to the Operational/Site Manager. Proof of death will be provided to the Operational/Site Manager.

ARTICLE 17 - JURY DUTY

Section 17.01

An employee who is called for jury service or subpoenaed for witness duty shall be excused from work for any day on which they report for such jury or witness duty and shall receive for each such day on which they otherwise would have worked, the difference between eight (8) (or twelve (12) if missing a twelve (12) hour shift) times their regular straight time hourly rate and the payment they received for such jury or witness duty. An employee working a fixed shift or a rotating shift will not be required to report for work on the day or days they are called for such jury or witness duty. The day paid for such jury or witness duty shall be counted as their regular scheduled hours worked for the purpose of computing weekly overtime.

Employees who do not provide written notice to the Company as soon as possible of their obligation to report for such jury or witness duty and employees who do not provide necessary evidence of their jury service or subpoenaed witness duty required to adjust their pay will not receive the compensation for such jury or witness duty as provided herein. This article shall apply to criminal proceedings only and shall not apply to civil litigation or to proceedings between the Company and the Union or the employees unless subpoenaed by the Company.

ARTICLE 18 - COLLECTIONS FROM EMPLOYEES

Section 18.01

Collections from employees under the auspices of the Union may be made in the Plant for aid to sick members, charity, wedding gifts and other deserving causes but such collections must be approved by the Site Manager.

ARTICLE 19 - PENSION

Section 19.01

All employees governed by this Agreement are eligible to receive benefits under the Company Pension Plan, subject to the terms and provisions of the Plan.

ARTICLE 20 - GROUP INSURANCE

Section 20.01

Upon written notice of ratification, and effective upon the date of ratification, the Company will pay the full cost of Group Life Insurance, Weekly Indemnity (WI), Long Term Disability (LTD) and Major Medical for all employees eligible for coverage.

To be eligible for coverage under any of the Group Insurance Plans an employee must have completed their probationary period and have

acquired seniority rights under the Agreement.

The Company agrees to pay during periods of temporary layoff, the Life Insurance, the Accidental Death and Dismemberment (AD&D) Insurance, Dental and Major Medical premiums for a maximum of three (3) months (consecutive or not) in any given contract year.

During periods of temporary layoff by the Company, an employee may continue their Group Insurance Benefits, (less Weekly Indemnity and LTD) up to six (6) months by paying the full cost of the coverage to the Company. If payment of premiums is not made in advance on a regular monthly basis, coverage will automatically be terminated.

Coverage and conditions as per contracts but general terms of coverage are as follows:

Life Insurance and A.D. & D. (24-hour coverage)

A.D.& D. Two times (2X) salary

Life Insurance One times (1X) salary

Weekly Indemnity

Based on 1-4-26 formula

Weekly indemnity rate to be equal to EI weekly benefits but will not be less than 66.7% of weekly earnings.

Hospitalization shall be defined as an overnight stay or one for which

room and board are charged or one where a surgical procedure is performed by a Doctor or Dentist and the fee for the surgical procedure is over \$25.00.

Long Term Disability

Following the expiry of the Weekly Indemnity benefits period, the Long Term Disability Plan will come into effect and provide for a benefit of:

66% of the employee's wage

Long Term Disability (LTD) coverage will be provided for the following lengths of time:

- a) Employees with less than one year seniority will have no LTD coverage.
- b) Employees with seniority of one or more years but less than ten years will have LTD coverage for five years.
- c) Employees with seniority of ten or more years but less than twenty years will have LTD coverage for ten years.
- d) Employees with twenty or more years of seniority will have LTD coverage till they reach 65 years of age.

The Company will recognize Total Disability status if accepted by CPP.

The LTD benefit will not be integrated with Canada Pension Disability Benefit.

Effective July 1, 1997, LTD shall cease for employees who have been on LTD if they are eligible for an unreduced pension and there is no likelihood of return to work within two (2) years.

Major Medical, Hospital and Dental Benefits

The Major Medical, Hospital and Dental Benefits deductible will be \$50.00 for an employee or \$100.00 for a family.

Semi-private room hospital coverage

Common-law relationship definition in conformity with the Company's master policy

Hospital stay to include a stay at an Ontario patient surgery performed in a hospital or clinic.

Eyeglasses - \$300/24 months and \$90.00 for eye exam every 24 months

Paramedical visits - \$25.00

Dental Plan

Basic Dental Plan (100%)

Prosthodontic Plan (50%)

(No Deductible)

\$1,500 annual maximum for both basic and prosthodontic commencing July 1, 2020
Dental Plan ODA previous year

Orthodontic

Effective the first day of the month following ratification, the Company will provide Orthodontic Insurance for dependent children of eligible employees with a lifetime maximum of four thousand (\$4000) at fifty percent (50%) (two thousand (\$2000) maximum lifetime benefit). Premium cost (including any future increases) is to be shared equally between the Company and the Employee.

Insurance eligibility as per Section 20.01 of the Agreement

Cost to each employee not to exceed one dollar (\$1.00) per week; participation to be obligatory for all employees.

Any EI premium reduction accruing due to qualification of the Weekly Indemnity Plan shall be retained by the Company, for the improvement of the Insurance Plans contained herein.

Section 20.02

The company will continue payments toward the cost of Group Insurance coverage: Life, Dental, and Major Medical for any employee who has completed their probationary period and who is not on the payroll because of work related injury or occupational illness.

The above Group Insurance coverage will also be maintained for an employee absent from work because of proven illness or injury as long as such employee is entitled to receive Short Term Disability (STD) or Long Term Disability (LTD) benefits. Upon the termination of STD and LTD benefits, Group Insurance coverage will be discontinued.

ARTICLE 21 - LAFARGE CANADA INC. REGISTERED SAVINGS PLAN

The Company, subject to the approval of the necessary government authorities, will transfer the Woodstock Plant Supplementary Pension Plan to the Lafarge Canada Inc. Registered Savings Plan established in 1993.

- a) Each employee with established seniority will be credited with the following contributions for each straight time hour worked or paid and such monies shall be deemed to be the employee's own contribution to the Lafarge Canada Inc. Registered Savings Plan. All employees will contribute the following amounts per straight time hour worked or paid to the Lafarge Canada Inc. Registered Savings Plan:

July 1, 2015

Employee	\$.90/hour
Company	\$1.80/hour

- b) There shall be no cash-out privileges of contributions.

- c) In case of termination of employment credits can be transferred to personal RRSPs.
- d) Effective July 1, 1994, employees will have the option of depositing their Lafarge Stock Allotments into the Lafarge Canada Inc. Registered Savings Plan.

ARTICLE 22 - PLANT CLOSURE

Section 22.01

In the event that the opening of a new plant, silo or warehouse by the Company would affect the employment of an employee in the bargaining unit, such employee may apply for employment in such new plant, silo or warehouse prior to its starting operation and their application shall receive preference for positions in the bargaining unit over those applications from persons outside the bargaining unit.

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

- a) Seniority
- b) Qualifications as set out for each job
- c) Ability to perform the work in respect to any job, whether skilled or unskilled, and the standard of ability is whether or not the employee can meet the reasonable requirements of the job
- d) Physical fitness

When several persons are being considered and two or more of those persons meet the qualifications and the ability defined in (b) and (c) above to perform the work required, and are physically fit, then seniority shall govern.

When special skills are required, programs will be implemented to train qualified employees for such skills. Training expenses outside of government-sponsored programs will be paid by the Company.

Employees transferred to a new location under this Agreement, will carry their relative seniority, pension, S.U.B., insurance and vacation credits with them.

Section 22.02

In cases where an employee's application under Section 1 has not resulted in a job award, their application will receive preferential consideration for two (2) years after commencement of the new plant and should they qualify for a position in the new plant under Provisions (a), (b), (c) and d) of Section 1 above, such employee will be awarded same in accordance with Article 11, Section 11.11.

Such employee will retain their relative seniority, pension, insurance and vacation credit. It is understood that the date of commencement of the new plant is the date the kiln is first fired, and of the silo or warehouse, is the date that facility becomes an operating entity, and it is further understood that the status of such an employee with regard to pension and termination benefits will be taken as at the date of their final layoff due to plant closure. The amounts of these benefits will be calculated and indicated to the employee at time of

layoff. Employees wishing to retain preferential hiring rights must advise the Company in writing prior to layoff and will not be eligible to receive either termination benefits or pension until expiration of their preferential hiring rights period.

Section 22.03

In the event of the permanent closing of the Woodstock Plant, or permanent discontinuance of production thereat, the Company will pay a termination payment to those employees who are permanently laid off as a result of this closing or production discontinuance.

The formula used in determining such termination payment will be:

- a) If the employee is ineligible for an immediate Early or Normal retirement benefit under the special pension arrangements:

(30 x employee's seniority x their regular S.T. hourly rate)

- b) If the employee is eligible for an immediate Early or Normal retirement benefit under the special pension arrangements:

(15 x employee's seniority x their regular S.T. hourly rate)

Subject to the approval of Canada Employment and Immigration and/or any other pertinent regulatory body, payments under this Section will be made as follows:

- a) An employee may elect to have their Termination Payment paid to them in a lump sum at the time of plant closure; or
- (b) An employee may elect to have their Termination Payment paid into their own individual account into a S.U.B. Plan to be used as a top-up benefit to U.I.C. benefits.
- (c) An employee who elects option (b) above, and who for any reason is unable to draw out their full Termination Payment during the first twelve (12) months shall be entitled to request that any unpaid balance be paid to them within the twelfth and twenty-fourth month following plant closure.

An employee elected or appointed to a full-time position with the Union and granted a leave of absence in accordance with Section 15.01 of Article 15, will be credited only with the service accumulated while in the active employ of the Company for the purpose of calculating any Termination Payments which may be due to them by virtue of the provisions of this section.

ARTICLE 23 - CONTRACT WORK

Section 23.01

The Company agrees to notify the Local Union in writing, at least seven (7) days in advance, except in situations beyond the control of the Company, and to meet with the Union upon request by the Union, for explanation of the reasons (Company does not have the

facilities and/or equipment and/or trained personnel to properly perform the work required and/or the work is new construction work or major modification or construction work, etc.,) causing the Company to decide to contract any work.

Section 23.02

While the Company reserves the right to contract such work, it agrees that it will not be done if it will result in the layoff of members of the bargaining unit.

Section 23.03

The Company agrees that work normally performed by members of the bargaining unit, will not be subcontracted when there are employees on layoff and each of the following conditions applies:

- a) The laid-off employee has the necessary skills and qualifications to perform the work.
- b) The Company has the necessary equipment to efficiently perform the work and the work in question is sufficient to provide not less than two (2) consecutive weeks of employment.

The Company further agrees that ongoing subcontracted jobs, normally done by members of the bargaining unit, which meet the conditions outlined in (b) above, will be discontinued before laying off employees who qualify as per (a) above.

ARTICLE 24 – NO STRIKES OR LOCKOUTS

Section 24.01

During the term of this Agreement and in consideration of the relations established by it, it is agreed that neither the Union nor its representatives nor any member of it shall cause, sanction, authorize or take

part in any strike, either partial or complete, interfering with or causing interruption or stoppage of production, nor shall the Company cause or practice any lockout.

ARTICLE 25 - OCCUPATIONAL HEALTH AND SAFETY

Section 25.01

Both parties to this Agreement are subject to the provisions, stipulations and regulations of the *Ontario Occupational Health and Safety Act* and recognize the responsibilities of the employer, the supervisor and the employee under this Act.

The Company consequently accepts the responsibility to ensure that the measures and procedures provided for in the Act and its regulations are applied and the responsibilities of all employees to obey and abide by the provisions of this Act are carried out and, to that end, occupational health and safety training will be provided by the Company as required.

Section 25.02

Both parties to this Agreement recognize the need for a cooperative effort in the areas of occupational health and safety. In order to assist in effectively carrying out their responsibilities, both parties agree to the following:

An Occupational Health and Safety Committee shall be established consisting of two (2) members. One (1) member will be appointed by the Company, one of whom will be the Site Manager. One (1) member will be appointed by the Local Union, whom will be the Union Steward. In the event that a Committee member is absent, an alternate may attend.

The Committee shall meet as required. All meeting minutes, accident investigation reports and inspection reports shall be written and maintained.

Section 25.03

The Management Certified member or their designate and the Union's Certified member or their designated alternate shall inspect the plant, investigate accidents and all work refusals as soon as possible and accompany Government Inspectors and officials regarding occupational health and safety of the workers and their workplace.

Section 25.04

Members of the Committee will be compensated for all time spent

in connection with work of the Committee at the applicable hourly rate with the exception of monthly meetings which will be paid at their straight time hourly rate.

Section 25.05

No employee shall be disciplined for refusing to work on a job where their refusal is based on reasonable grounds that their health or safety will be endangered.

Section 25.06

Both parties to this agreement recognize the Occupational Health and Safety Act and Regulations as a minimum legislative standard. In the event of revisions to any Occupational Health or Safety legislation the Health and Safety Committee will meet to determine the impact of changes and jointly recommend, if necessary, any modifications to the plant's Health and Safety program.

Section 25.07

The Company will provide all employees with a minimum of sixteen (16) hours of Occupational Health and Safety training per year. The training materials and methods of instruction will be submitted to the Joint Health and Safety Committee for recommendation.

ARTICLE 26 - DURATION

Section 26.01

This Agreement shall become effective on July 1, 2020 and all provisions shall continue in effect until June 30, 2024 and each year thereafter, unless sixty (60) days' written notice is given by either party prior to the expiration date.

It is mutually agreed that nothing in this article shall preclude an extension of this Agreement, if mutually agreed by both parties.

Signed on behalf of the parties hereto by their duly authorized representatives:

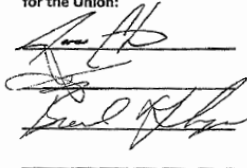
Signed in Woodstock on the 21st day of October, 2020.

Lafarge Canada Inc.
for the Employer:



Handwritten signature of a representative for Lafarge Canada Inc. on a set of three horizontal lines.

Unifor and its Local Union 636
for the Union:



Handwritten signature of a representative for Unifor and its Local Union 636 on a set of three horizontal lines.

SCHEDULE "A" – WAGES

Class	Classification	Current	July 1, 2020 (2.0%)	July 1, 2021 (1.75%)	July 1, 2022 (2.0%)	July 1, 2023 (2.25%)
1	Production Operator	\$31.46	\$32.09	\$32.65	\$33.30	\$34.05
2	Maintenance Technician (Electrician, Millwright, Skilled Mechanical)	\$34.56	\$35.25	\$35.87	\$36.59	\$37.41
3	General Labourer	N/A	\$24.00	\$24.42	\$24.91	\$25.47

- A) Effective January 1, 2021, all employees will be hired at 100% of their applicable rate.

Students 70% of rate

- B) Employees appointed as a Team Leader shall receive a premium of \$3.00 per hour above their regular hourly rate when working the night shift and all hours worked on Saturday, Sunday and Holidays and \$1.50 per hour above their regular hourly rate when working the day shift Monday to Friday for all hours worked as such.

COLA Clause

The cost of living allowance (COLA) based on the All Canada Consumer Price Index (CPI) published by Statistics Canada (1971 = 100) All Items shall be triggered when the CPI increases above 10 percent over the July 2003 figure for the first year (12 months) of the Collective Agreement.

Adjustment dates will be as follows:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
July 1, 2020	July 1, 2021	July 1, 2022
October 1, 2020	October 1, 2021	October 1, 2022
January 1, 2020	January 1, 2021	January 1, 2022
April 1, 2020	April 1, 2021	April 1, 2022

Once triggered, the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered, calculated at one cent (\$.01) per hour paid for each full .275 increase in the CPI in excess of ten percent (10%). Any such adjustments will be incorporated into the wage rates.

For the second year (12 months) of the Agreement, COLA shall be triggered when the CPI exceeds by ten percent (10%) the figure for July 2010 whereupon the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered calculated at one cent (\$.01) per hour paid for each full .275 increase in the CPI in excess of ten percent (10%). Any such adjustments will be incorporated into the wage rates.

For the third year (12 months) of the Agreement, COLA shall be triggered when the CPI exceeds by ten percent (10%) the figure for July 2011 whereupon the COLA shall be paid commencing on the adjustment date next following the month in which the COLA is triggered calculated at one cent (\$.01) per hour paid for each full .275 increase in the CPI in excess of ten percent (10%). Any such adjustments will be incorporated into the wage rates.

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.

LETTERS OF UNDERSTANDING

1. **RELIEF - ILLNESS, ACCIDENT, VACATION, LEAVE OF ABSENCE**
REFERENCE: COLLECTIVE AGREEMENT - ARTICLE 11,
SECTION 11.07

Should the Company decide that relief is required for two (2) weeks or less in the above instances it will attempt to call employees on the recall list by seniority. Notification of the call will be made in writing by the Site Manager (date, phone number and time). Should there be no answer; the next senior will be called. The employee will be advised on the call of the approximate start and end period of relief and confirmation of the last day of work will be provided 24 hours in advance. Employees who wish to be called for relief of two (2) weeks or less should advise the Site Manager.

2. **SUPPLEMENTAL MAINTENANCE PERSONNEL**

Maintenance work by Company employees - Company employees will not be assigned certified maintenance work. Employees assigned non certified maintenance work and/or “running maintenance” must have received the appropriate training to do the work.

3. **SUBSTANCE ABUSE**

Without detracting from the existing rights and obligations of the parties recognized in the Agreement, the Company and the Union agree to cooperate at the Plant level in

encouraging employees afflicted with alcoholism to undergo a coordinated program directed to the objective of their rehabilitation. (This program to apply also to drug abuse)

4. **TOOLS**

The Company will replace or repair, at its option, worn, lost or destroyed hand tools belonging to any employee who must provide their own hand tools as a job requirement, provided that claims are made promptly and that the employee has exercised reasonable care of their tools. Any tools required to complete plant work will be supplied by the Company.

5. **SAFETY EQUIPMENT**

The Company will provide plain safety glasses to employees not requiring prescription glasses.

The Company will provide prescription safety glasses to active employees on the seniority list who require them, a maximum of once in a two (2) year period.

Should any safety glasses be broken or damaged beyond a usable state, due to working conditions, such replacement will be provided by the Company.

Employees requiring prescription safety glasses, and using other than the designated optometrist, shall be reimbursed to a maximum of one hundred dollars (\$100.00).

The Company will, on the last pay period in January of each year, pay four hundred and twenty-five dollars (\$425.00) towards the purchase of safety footwear and/or Company-approved winter to each active employee on the seniority list. New hires will receive the above in a prorated amount upon successful completion of their probation.

The Company will provide a plant policy on safety footwear and winter clothing.

The Company will provide, on an exchange basis, up to twelve (12) pairs of gloves per employee per annum.

6. **PENSION**

1) **SPECIAL PROVISIONS & BRIDGING**

The Company will provide for special retirement for employees whose jobs are terminated by reason of permanent shutdown of the Plant, department or subdivision thereof, or who are absent from work by reason of a layoff and whose return to active employment is declared unlikely by the Company.

Special Provisions

Age plus service greater than or equal to 65

- Age less than 50
60% of accrued retirement pension payable at age 50.

- Age 50 - 59
Accrued retirement pension payable immediately but with four (4) percent reduction for each year employee's age is prior to 60.
- Age 60 and over
Accrued retirement pension payable immediately.

Temporary C.P.P. and O.A.S. Bridge Benefits will be paid as follows:

<u>Age of Termination</u>	<u>Amount per Annum</u>
55	\$1,994.00
56	2,082.00
57	2,193.00
58	2,348.00
59	2,571.00
60	2,882.00
61	2,975.00
62	3,104.00
63	3,252.00
64	3,326.00

2) PENSION BENEFIT FORMULA

- a) The Company is prepared to recommend to the Board of Directors the following modification in pension calculation to the Non-Salaried Employees' Pension Plan.

$$\begin{aligned}
 & 1.25\% \\
 & \quad \times \\
 & \text{(Average earnings best 5 consecutive years)} \\
 & \quad \times \\
 & \text{Years of Pensionable Service} \\
 & \quad \text{MINUS} \\
 & \underline{50\% \times \text{CPP} \times \text{Years of Service since 1 January 1966} } \\
 & \quad 35
 \end{aligned}$$

b) **Service**

For the purposes of calculating credited service, add the following:

For each period of ten years of continuous service, an employee at the Woodstock Plant shall receive up to one year of credited service to be applied against time lost due to layoff. Such credit shall not apply to time lost as a result of leaves of absence, strikes, or lock-outs. In no event shall credited service exceed continuous service.

The terms “continuous service” and “credited service” used herein shall have the same meaning and be calculated in the same manner as in the Lafarge Canada Hourly Employee Pension Plan.

3) ADVISORY COMMITTEE

Upon request from the Union, the Company will provide the latest annual statement of Pension Fund and Expenditures.

7. DC PENSION OPTION

The Company agrees to meet with current employees, either individually or in a group setting, within 90 days of ratification to discuss the pension options presented to them below.

1. All employees governed by this Agreement, hired on or before December 31, 2020, are eligible to receive benefits under the Defined Benefit (DB) portion of the Company Lafarge Canada Inc. Non Salaried Employees' Pension Plan, subject to the terms and provisions of the Plan.

Any employees hired on or before December 31, 2020 will have the option of ceasing to accumulate additional credited service in their DB Pension Plan and move to the Defined Contribution Pension Plan, outlined in Pension Letter of Understanding #6, for future pension services, subject to the terms and provisions of the Plan. This option will be made available until December 31, 2020.

2. Employees hired on or after January 1, 2021 will participate in the Defined Contribution (DC) portion of the Lafarge Canada Inc., Non Salaried Employees' Pension Plan. The DC plan will consist of a Core Company contribution and an Optional employee contribution which will be matched in part by the Company.

Eligibility: Employees who have completed their probationary period and have acquired seniority rights under the Agreement are eligible to participate. Membership in the Core plan is compulsory. You must join immediately upon becoming eligible for membership. Membership in the Optional Plan is voluntary.

The plan provisions of the Defined Contribution Plan are as follows, and are subject to the terms and conditions of the plan:

i) Non-Elective Core Employer Contributions (as a % of Earnings):

Points (age + Continuous Years of Service)	Lafarge's Contribution
<35 points	2.25%
35 to 44 points	3.50%
45 to 54 points	4.25%
55 to 64 points	4.50%
65 to 74 points	4.75%
75 points	5.00%

ii) Optional Employer Matching Contributions (as a % of earnings)

Employees Contribution	Lafarge's Contribution
0% to 2.5%	100% match
2.51% to 5%	50% match
>5%	No Match

8. EDUCATION LEAVE

Commencing on July 1, 1986, the Company will pay one cent (\$.01) per compensated hours to the Unifor National Union once per year. This will increase to two cents (\$.02) per compensated hours, effective on July 1, 2004. This will increase to three cents (\$.03) per compensated hours, effective on July 1, 2008.

The purpose of this fund is to provide education leave (paid from the fund) for members of the Bargaining Unit selected by the Union to attend courses designated to improve their skills in labour-management functions. It is understood that the candidate will be granted a leave of absence without pay for twenty (20) days of class time.

The leave of absence will be granted once in each twelve (12) month period and may be taken on an intermittent basis. The number of candidates on leave of absence at any time will not exceed one. The Union must apply for the leave of absence on behalf of the candidate at least

two (2) weeks before the start of the leave and advise the Company two (2) weeks before any resumption of an intermittent leave.

Candidates will continue to accrue benefits while on leave.

Wages of candidates will be paid and charged according to 15.01 (b).

Note: Compensated hours include hours worked (whether regular or overtime), vacation, bereavement, jury duty, statutory holidays etc.

9. FLOATING HOLIDAYS

See section 10.02 for schedule of floating holidays

10. EXCESS HOURS OF WORK AGREEMENT

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

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

(13) hours per day and/or sixty (60) hours per week.

This Letter of Understanding forms part of and is consistent with the Collective Agreement.

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

11. LEAD HAND PREMIUM

In accordance with the agreement reached during the recent contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the collective agreement expiring June 30, 2024.

Wage Schedule B shall be amended as follows:

From:

- B) Employees appointed as a Team Leader shall receive a premium of ~~\$1.00~~ \$3.00 per hour above their regular hourly rate when working the night shift and all hours worked on Saturday, Sunday and Holidays, and \$1.50 per hour above their regular hourly rate when working the day shift Monday to Friday for all hours worked as such.

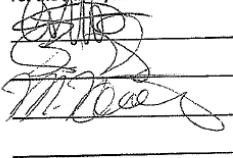
To:

- B) Employees appointed as a Team Leader shall receive a premium of \$3.00 per hour above his regular hourly rate for all hours worked as such.

For clarification the term "Team Leader" and "Lead Hand" are synonymous and may be used interchangeably.

All of which are dated this 21st day of October, 2020.

For the Employer:



For the Union:

