

Collective Bargaining Agreement

Between

**St. Lawrence Cement
Operating As Dufferin Aggregates**

(Hereinafter called The "Company")

and

Cement, Lime, Gypsum and Allied Workers Division

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers, Local D488**

(Hereinafter Call the "Union")

Owner-Operators of Tractor-Trailers

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ARTICLE 1 – PURPOSE AND SCOPE

- 1.1 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its Owner-Operators of Tractor-Trailers, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, and compensation for all Owner-Operators of Tractor-Trailers who are subject to the provisions of this Agreement.
- 1.2 This Agreement applies to all Owner-Operators of Tractor-Trailers who are dependent contractors hauling materials from the Company's Acton Quarry, Acton, Ontario, to job sites save and except Dispatcher, office staff and persons covered by subsisting Collective Agreements and as per the certificate issued by the OLRB on December 4, 1981.

ARTICLE 2 – RECOGNITION AND UNION SECURITY

- 2.1 The Company acknowledges that the Owner-Operators of Tractor-Trailers in the unit described above have selected the Union as their exclusive collective bargaining agent, and recognizes the Union as such for all Owner-Operators of Tractor-Trailers in the said unit.
- 2.2 It is agreed that all Union members as of the signing of this Agreement shall maintain their Union Membership in good standing for the duration of the Agreement as a condition of employment.

The Union agrees that it will not refuse membership to any Owner-Operator of the Company who applies for such membership.

- 2.3 All Tractor-Trailer Operators hired after the signing of the Agreement shall, after completing thirty (30) days worked with the Company as a condition of employment, pay monthly Union Dues, subject to Article 1.02 above
- 2.4 The Company agrees to deduct from the first pay of the month of each Owner-Operator of Tractor-Trailer's dues, as required by the Union and authorized in writing by the Owner-Operator of Tractor-Trailer. The Company agrees to submit such deductions to the Financial Secretary of the Local Union prior to the 10th of the month following the month in which the deductions were made. A list of Owner-Operators for which dues have been deducted will be included with the dues.
- 2.5 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or any of its representatives with respect to any Owner-Operator of Tractor-Trailer because of his membership in, or connection with the Union and that membership in the Union, by Owner-operators of Tractor-Trailers who are eligible to join, will not be discouraged.
- 2.6 The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised, or practiced upon Owner-Operators of Tractor-Trailers of the Company by any of its members or representatives, and that there will be no solicitation of membership, collection of dues, or any other Union activities on the premises of the Company.

- 2.7 The Company agrees to recognize one Steward and one Vice President. Except that the name of said Steward would have been notified to the Company at least three (3) days before he assumes his duties as Steward.

ARTICLE 3 – NO STRIKE OR LOCKOUT

- 3.1 The Company agrees that it will not cause or direct any lockout of its Owner-Operators of Tractor-Trailers, and the Union agrees that there will be no strikes or other collective or individual action which will stop or interfere with production, and that if any such collective or individual action should be taken the Union will instruct its Members to carry out the provisions of this Agreement and to return to work and perform his/their duties in the usual manner.
- 3.2 It shall not be a violation of this Agreement or cause for disciplinary action if an Owner-Operator of Tractor-Trailer refuses to cross a picket line which has been established in full compliance with the existing laws. It is understood, however, that such action may cause a shut-down of operations and may result in lay-off of Owner-Operators of Tractor-Trailers for indefinite period of time until the Company judges that normal operations may resume. In the case of such shut-down of operations, whether partial or complete, or lay-off of Owner-Operators of Tractor-Trailers the provisions of this Agreement pertaining to recall rights, bumping rights, retention of benefits or any other forms of compensation will not apply.

Furthermore, the Union and other affiliated bodies as may apply, jointly agree to indemnify and save the Company harmless from any claims, which may arise in complying with the provisions of this Article. It is understood that when normal operations resume Article 9.6 will apply.

ARTICLE 4 – RESERVATION OF THE COMPANY'S RIGHTS

- 4.1 The Union Acknowledges that it is the exclusive function of the Company to:
- (a) Hire, maintain order, discipline and efficiency; allocate duties to all Owner-Operators of Tractor-Trailers including overtime work
 - (b) Discharge, transfer, promote, demote or discipline Owner-Operators of Tractor-trailers subject to the right of the Owner-Operator of Tractor-Trailer concerned to file a grievance in the manner and to the extent provided in the grievance procedure.
 - (c) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number, type and location of equipment, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products and the control of materials and parts to be incorporated in the products produced.
- 4.2 In order that the Company's right to maintain efficiency as referred to in paragraph (a) above may be fully effectuated and that there may be full co-operation between the Company and its Owner-Operators of Tractor-Trailers, it is agreed that all Officers of the Union in any way concerned with the operation of this Agreement, as well as Union Stewards and Committeemen,

will not encourage and will actively discourage any inefficiency or malpractice on the part of any Owner-Operator of Tractor-Trailers or group of Owner-Operators of Tractor-Trailers.

ARTICLE 5 – DISCRIMINATION AND DISCIPLINE

- 5.1 No Owner-Operator of Tractor-Trailer shall be discharged, laid off, suspended, demoted, or disciplined in any way except for just and sufficient cause. The question of just and sufficient cause may be subject to the grievance procedure and may be arbitrable at the request of either the Owner-Operator of Tractor-Trailer concerned or the Union.
- 5.2 Any Owner-Operator of Tractor-Trailer who is disciplined or discharged by the Company shall have the right to submit the circumstances to Steward within twenty-four (24) hours and the matter will be dealt with immediately as Step 2 of the grievance procedure.
- 5.3 Any disciplinary action placed upon any Owner-Operator of Tractor-Trailer by the Company, shall remain on the Owner-Operator of Tractor-Trailer's record for a period of one (1) year from the date of the disciplinary action at which time the disciplinary action shall become invalid. However, disciplinary action for violation of safety rules and regulations shall remain on his record for a period not to exceed twenty-four (24) months.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1 The company will take minutes of the grievance meetings and will provide a copy of the minutes to the Union.

The company agrees to pay one union executive up to a maximum of three (3) days for the time spent in negotiations for the renewal of this Agreement. This does not apply to time spent on such matters outside the regular working hours or for conciliation or mediation proceedings.

- 6.2 Should any difference arise between the Company and any of the Owner-Operators of Tractor-Trailers, an earnest effort shall be made to settle such difference without undue delay in the following manner:

No complaint, or grievance, shall receive consideration when the alleged circumstance occurred more than five (5) days from its first presentation to the immediate Supervisor.

A grievance is defined as either (1) an individual grievance affecting one person or (2) a group grievance affecting more than one person or (3) a policy grievance filed by the Union or Company. When a grievance is at any step of the grievance procedure, all similar grievances filed will be held in abeyance pending resolution or determination of the first grievance.

STEP 1

The aggrieved Owner-Operator of Tractor-Trailer with or without his Steward shall take the matter to his immediate Supervisor, who shall render a decision within five (5) working days.

STEP 2

If settlement is not then reached, the Steward and the aggrieved Owner-Operator of Tractor-Trailer shall, within seventy-two (72) hours of receipt of decision in STEP 1, present the matter to the immediate Supervisor in writing on forms made out in duplicate of which one copy is presented to the Company and one to the Union. A decision shall be rendered within five (5) working days.

STEP 3

If a satisfactory settlement is not then reached, the Union will so indicate, within seventy-two (72) hours of receipt of decision in STEP 2, and the problem will be taken up with representation from the Management of the Company at the meeting within seven (7) days between the Union Grievance Committee and the Company. At this meeting a representative of the International Union may be present. A decision shall be rendered within seven (7) working days.

STEP 4

If a satisfactory settlement of the grievance is not then reached, it may be dealt with by arbitration as hereinafter provided and provided that the Union or the Company applies for arbitration in accordance with article 7.01 and within 10 working days of the date of the response provided at Step 3. Should the Union or Company not file for arbitration within 10 working days, the grievance will be considered settled or abandoned.

- 6.3 The Union or Company may file a grievance, such a grievance will be entered by the Steward for the Union or by representation from the Management of the Company at STEP 3 of the grievance procedure and shall be dealt with in accordance with this and further steps of the grievance procedure and/or arbitration.
- 6.4 Time limits referred to above may be extended by mutual agreement of the parties, Saturday, Sunday and Holidays shall be excluded from the above time limits.

ARTICLE 7 – ARBITRATION

- 7.1 After exhausting the grievance procedure referred to above, either party may within ten (10) days of receipt of decision in STEP 3 take the matter to arbitration by notifying the other part of its desire to do so. The party applying for arbitration shall at the same time notify the other party of the name of its nominee on the Board. The party notified shall within five (5) days notify the other party of the name of its nominee. The two nominees shall choose a Chairman. If they are unable to agree on the choice of the Chairman, they shall request the Minister of Labour for the Province of Ontario to appoint a Chairman. The decision of the Arbitration Board shall be final and binding on the parties. The parties shall share equally the fees and expenses of the Chairman. The Arbitration Board shall not have the power to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent therewith.

ARTICLE 8 – UNION COMMITTEES

- 8.1 The Company shall recognize and deal with the Union Grievance Committee, which shall consist of no more than two (2) Owner-Operators of Tractor-Trailers elected or appointed by the Union. The Committee shall meet with the Company at such time as is mutually agreed upon by the parties at the request of either part.

ARTICLE 9 – SENIORITY

9.1 The Company and the Union recognize that job opportunity and security should be based on seniority and should increase with the length of an Owner-Operator of Tractor-Trailer's continuous service with the Company.

The seniority of an Owner-Operator of Tractor-Trailer means the length of his continuous service since the last date of his hiring with the Company in the bargaining unit.

9.2 New Owner-Operators of Tractor-Trailers will serve a probationary period of sixty (60) days worked before acquiring seniority rights. The seniority will then date back to the starting date with the Company.

9.3 When it is necessary to recall or rehire Owner-Operators of Tractor-Trailers who have been laid-off, the Owner-Operators of Tractor-Trailers to be recalled or rehired shall be selected on the basis of seniority.

9.4 The Company shall provide four copies of the seniority list to the union on an annual basis.

9.5 An Owner-Operator of Tractor-Trailer shall retain and accumulate seniority under the following conditions:

(a) During a lay-off not exceeding six (6) months

(b) During absence due to illness or accident not exceeding eight (8) months

(c) During leave of absence granted by the Company

(d) Providing he retains possession of equipment suitable to meet the Company's particular requirements

9.6 An Owner-Operator of Tractor-Trailer may lose his seniority and employment will be terminated if he:

(a) Voluntarily leaves the employ of the Company

(b) Is discharged and not reinstated through the grievance procedure

(c) Is laid-off and not recalled within six (6) months

(d) Fails to retain possession of equipment suitable to meet the Company's particular requirements.

(e) Fails after a lay-off to return to work within seven (7) days after the Company has given such Owner-Operator of Tractor-Trailer notice of recall. Notification of recall shall be made by telephone first, when feasible or by registered mail to the Owner-Operator of Tractor-Trailer's last recorded address, if impossible to contact by telephone

ARTICLE 10 – LEAVE OF ABSENCE

- 10.1 The Company may grant leave of absence without pay to any Owner-Operator of Tractor-Trailer for legitimate personal reasons, and any person who is absent with such written permission shall not be considered to be laid-off and his job seniority shall continue to accumulate during his absence.
- 10.2 The Company will grant leave of absence without pay to a maximum of two delegates of the Union to attend Conventions of Affiliation provided one week's written notice in advance is given by an Officer of the Union and providing this does not disrupt the normal operations of organization.
- 10.3 An Owner-Operator of Tractor-Trailer will be permitted to have a replacement driver in cases of bona fide, long term illness or injury, for up to twelve (12) months, on one occasion only, during the term of this Agreement. The Company shall have the right to satisfy itself as to the legitimacy of such illness.

A replacement driver must be qualified and acceptable to the Company and the Owner-Operator of Tractor-Trailer must obtain approval in writing from the Company. The Owner-Operator of Tractor-Trailer will hold the Company harmless from any claims incurred by such replacement driver. In the event that the leave contemplated under this Article is abused, the Company will have the right to revoke such leave of absence and replacement driver privileges.

ARTICLE 11 – BULLETIN BOARD

- 11.1 The Company will provide one bulletin board to be placed in the truckers' shack for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the Steward and submitted to representation from the Management of the Company for approval before being posted.

ARTICLE 12 – COMPENSATION AND OTHER WORKING CONDITIONS

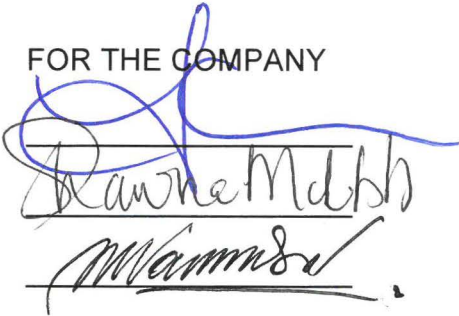
- 12.1 **NO GUARANTEE** – The Company does not guarantee to provide work to any Owner-Operator of Tractor-Trailer for regularly assigned hours or for any other hours
- 12.2 **ZONE RATES AND PREMIUMS** – The zone map and the schedule of rates described in Appendix "A" for the various zones of job sites, will be available at all reasonable times in the Dispatch Office.
- 12.3 **SENIORITY LIST** – Attached hereto and forming part of this Agreement is Appendix "B" which is the seniority list agreed upon by the Company and the Union at the time of signature of this Agreement.
- 12.4 **BOILERMAKERS PENSION PLAN** – The Company agrees to deduct \$1200.00 per calendar year from each member of the Union and submit the deductions to the Boilermakers National Pension Plan on a timely basis. The \$200 deductions will be done between the months of May to October each year. This payment schedule will begin in 2008. All deductions will be submitted to the Boilermaker Pension Plan by the 15th of the following month in which the deductions were made. If by December 31st of any given year the full \$1200.00 has not been

deducted, it will be the responsibility of the Owner-Operator of Tractor Trailers to make up the difference and remit monies directly to the pension fund.

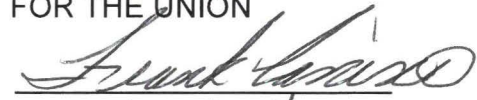
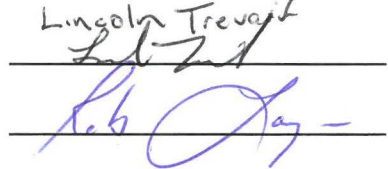
ARTICLE 13 – TERMINATION OR MODIFICATION

13.1 This agreement shall continue in effect until October 31, 2017. Unless either party gives notice in writing to the other party not more than sixty (60) days nor less than thirty (30) days prior to the expiry date of the Agreement that amendments are required, or that the party intends terminating the Agreement, then it shall continue in effect until October 31, 2017 and so on from year to year thereafter.

FOR THE COMPANY


Dawn Madsen
Madsen

FOR THE UNION


Lincoln Trevant

Rob Lauzon

APPENDIX "A"

ZONE RATE, PREMIUMS AND PAY

RATES

The Company will provide each Owner-Operator and the Union a list of zone rates to be effective January 1, 2012. Following this date, the parties agree to review and adjust zone rates in January of each year of this Agreement. Factors to consider will include fuel rates, market demands, delivery routes and operating conditions.

Exception

It is understood that the Company may reduce some of the rates listed at Appendix "A" in order to get contracts for jobs that it could not otherwise get; in such cases the Owner-Operators of Tractor-Trailers covered by this Agreement may elect not to haul at such reduced rates and will be allowed to do other work if and when available. However, such refusal option will not apply to work for which the rates are listed or premiums have been agreed to in this Agreement.

OUT OF ZONE – when a load is delivered to an area outside of the zone map, the "out of zone" rate for that load will be provided to the Owner-Operator within 24 hours

NO GUARANTEE – The Company does not guarantee to provide work to Owner-Operators for regularly assigned hours or for any other hours.

PAY

Owner-Operators will receive payment on a weekly basis after a forty five (45) day hold back. Payment shall be processed by direct deposit with payment details provided by email to the email address provided by the Owner-Operator.

Adjustments will be processed within 21 days of submission of information pertaining to the adjustment. Adjustment details will be provided as required.

HOURLY RATED WORK- For the duration of this Agreement Owner-Operators hauling at an hourly rate at the request of the Company will be paid One Hundred dollars (\$100.00) per hour with the understanding that this amount includes fuel cost, etc.

SIZE PREMIUMS – on top of the regular zone rates, a premium as shown will apply for each of the following sizes of materials:

Gabion	100mm – 200mm	\$1.10
Rip Rap	200mm – 600mm	\$2.00

REROUTED LOADS – When the Company requires that a load be rerouted the Owner-Operator shall be paid fifteen cents (\$0.15) per tonne kilometer

WAITING TIME - When a driver has to wait before he can unload at a job site he shall be paid for such waiting time at the rate of One Hundred dollars (\$100.00) per hour, provided the customer has signed on the ticket for such waiting time and Dispatch has been notified.

APPENDIX "B"

SENIORITY LIST

For the purpose of Article 9 and other applicable provisions of this Agreement, shown below is the seniority list of the Owner-Operators of Tractor-Trailers included in the bargaining unit who were members of the Union at the time of ratification of this Agreement.

SENIORITY LIST AS OF NOVEMBER 1, 2015

Frank Canino September 1978 #1117

The company shall provide four copies of the seniority list to the union on an annual basis.

Return Loads: Re-routed or The Owner-Operator of Tractor-Trailer will immediately notify dispatch if a load cannot be delivered for reasons of unavailability of or refusal by the customer.

If the load is to be returned to the Quarry, the Owner-Operator of the Tractor-Trailer will be paid for such return, trip at the rate of one hundred (100%) percent of the applicable zone rate then in effect for that job.

An Owner-Operator of Tractor Trailer covered by this collective agreement must provide the Company with the following information annually or as required by the Company:

- Declaration of Independent Operator Status by way of completion of the "Worker/Independent Operator Status in the Trucking Industry" form available through the WSIB.
- WSIB account in good standing with the Workplace Safety & Insurance Board together with confirmation that personal coverage has been obtained

Owner-Operators who fail to provide the above will be subject to disciplinary action, which could result in immediate or indefinite suspension of loading privileges.

Upon proof of payment, the Company will reimburse Owner-Operators each quarter their cost to carry personal coverage with the Workers' Compensation Board on the labour portion of their annual earnings received from the Company. Such payment will be limited to the maximum requested personal coverage and will be paid within 30 days of submitting proof of payment.

LETTER OF UNDERSTANDING #1

Re: General Working Conditions

Washing Setup

- The Company will provide a washing set-up for use by Acton Tractor-Trailer Owner-Operators.
- This system will be provided as long as it is used in a responsible fashion and is not to interfere in any environmentally sensitive situation.

Dispatch Discretion

- Where a hopper truck is immediately available to an Owner-Operator or a Tractor-Trailer, such unit will be utilized with a view to maximizing available work.
- The Dispatcher will have final discretion as to the vehicle configuration required by the Company per Article 4.01 (c).

Dispatching Sheets

- Dispatch sheets will be made available to the International Representative, or if he is not available, then the Local Union President, upon reasonable notice and at reasonable times for the purpose of resolving any questions regarding dispatches or associated rates.

Rate Negotiation

- Where practicable and deemed appropriate by management, the Company agrees to involve the Owner Operators of Tractor Trailers in rate negotiation specific to cut rate jobs at the Acton Quarry. Final determination of rate will be at the sole discretion of management.

Trailer Priority over Tandem & Pup

- Where practicable, the Company agrees to give priority to Owner Operators of Tractor Trailers over the use of Pony Pups, unless the Customer requests Pony Pup configuration. It is further understood that trailers will not sit idle while Pups continue to operate. Final determination whether to utilize an Owner Operator of Tractor Trailers or an Owner Operator of Tandem trucks will reside with management.

Safety Concerns

- Where safety is a concern at the Acton Quarry, the site will be evaluated by both representation of management of the Company and Owner Operators of Tractor Trailer as well as a Union safety representative.

To be attached to the current Collective Agreement in effect until October 31, 2007.

St. Lawrence Cement Inc., Operating as
Dufferin Aggregates

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers and
Helpers, Local D488

Corrie Prince

Mike Watson

Jeff Hilliker

Denise Bolton

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