

AGREEMENT

Between

GRACE CANADA, INC.

GRACE CONSTRUCTION PRODUCTS (GCP)

294 Clements Road, West

Ajax, Ontario L1S 3C6

and

UNITED STEEL WORKERS

**UNITED STEEL, PAPER & FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
& SERVICE WORKERS INTERNATIONAL UNION**

on behalf of

LOCAL 2784

8/1/16 – 7/31/19

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	3
ARTICLE 2 - RECOGNITION & SCOPE.....	4
ARTICLE 3 - RELATIONSHIP.....	4
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
ARTICLE 5 - COMPULSORY CHECK-OFF.....	5
ARTICLE 6 - UNION REPRESENTATION.....	6
ARTICLE 7 - NO DISCRIMINATION.....	8
ARTICLE 8 - GRIEVANCE PROCEDURE.....	8
ARTICLE 9 - ARBITRATION.....	11
ARTICLE 10 - DISCIPLINE & DISCHARGE CASES.....	12
ARTICLE 11 - SENIORITY.....	12
ARTICLE 12 - BULLETIN BOARDS.....	18
ARTICLE 13 - SAFETY COMMITTEE.....	19
ARTICLE 14 - SAFETY EQUIPMENT.....	20
ARTICLE 15 - LEAVE OF ABSENCE.....	20
ARTICLE 16 - TEMPORARY TRANSFERS.....	22
ARTICLE 17 - BEREAVEMENT PAY.....	22
ARTICLE 18 - JURY DUTY/SUBPOENAED CROWN WITNESS.....	23
ARTICLE 19 - PAY ON DAY OF INJURY.....	23
ARTICLE 20 - NO STRIKES OR LOCK-OUTS.....	23
ARTICLE 21 - PAID HOLIDAYS.....	24
ARTICLE 22 - VACATIONS WITH PAY.....	25
ARTICLE 23 - HOURS OF WORK & OVERTIME.....	27
ARTICLE 24 - WAGES.....	35
ARTICLE 25 - RETIREMENT PLAN.....	36
ARTICLE 26 - GROUP INSURANCE.....	36
ARTICLE 27 - EMPLOYEE ASSISTANCE PROGRAM.....	38
ARTICLE 28 - EDUCATIONAL REFUND PROGRAM.....	38
ARTICLE 29 - SAVINGS AND INVESTMENT PLAN (SP).....	38
ARTICLE 30 - VOLUNTARY GROUP ACCIDENT.....	39
ARTICLE 31 - SICK LEAVE.....	39
ARTICLE 32 - REPLACEMENT OF TOOLS.....	41
ARTICLE 33 - TERM OF THE AGREEMENT.....	42
ARTICLE 34 - LEGALITY CLAUSE.....	42
SCHEDULE I.....	44
EXHIBIT A-1 CERTIFICATE FOR TUITION REIMBURSEMENT.....	46
EXHIBIT A-2 REQUEST FOR EDUCATION REFUND.....	47
EXHIBIT B LETTER OF UNDERSTANDING.....	48
EXHIBIT C LETTER OF UNDERSTANDING.....	49
LETTER OF UNDERSTANDING.....	50
LETTER OF UNDERSTANDING.....	51

COLLECTIVE AGREEMENT

BETWEEN:

GRACE CANADA, INC.

GRACE CONSTRUCTION PRODUCTS (GCP)
294 Clements Road, West
Ajax, Ontario LIS 3C6

Hereinafter called the "Company"

OF THE FIRST PART

and

UNITED STEEL WORKERS

UNITED STEEL, PAPER & FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
& SERVICE WORKERS INTERNATIONAL UNION

on behalf of

LOCAL 2784

Hereinafter called the "Union"

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to maintain satisfactory relations between the Company and its employees, to promote the mutual interest of the Company and its employees, to provide orderly collective bargaining relations, to provide a procedure for the prompt disposition of grievances and to maintain mutually satisfactory hours, wages, working conditions and efficiency.

ARTICLE 2 - RECOGNITION & SCOPE

2.01 The Company recognizes the Union as the sole collective bargaining agent of all the employees Grace Canada Inc., Grace Construction Products, (GCP), 294 Clements Road, West, Ajax, Ontario save and except Supervisors, Office and Sales Staff and Truck Drivers. If the Company relocates the above facility in whole or in part to any other location in Ontario within 160 KM, this collective agreement will apply to such location.

2.02 It is recognized that Company employees outside the bargaining unit may from time to time perform work normally done by employees in the bargaining unit. The Company agrees, however, to keep such work to a minimum. The Company further agrees that no such non-bargaining unit employee shall perform any such work, if such performance will have the effect of depriving bargaining unit employees of their normal earnings on that day.

ARTICLE 3 - RELATIONSHIP

3.01 There will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Company or its representatives against any employee because of the employee's membership in, or connection with, the Union.

3.02 There will be no discrimination, intimidation, interference, restraint or coercion exercised by the Union or any of its members against any of the employees of the Company.

3.03 There will be no Union activity by the Union or any of its members on the premises of the Company during an employee's working hours, except as provided under Article 8 - GRIEVANCE PROCEDURE, or with the permission of the Company.

3.04 The parties agree to abide by the applicable statutes of the Province of Ontario.

3.05 The parties agree to establish a joint labour management committee that will consist of two bargaining unit employees appointed by the Union and two members of Management appointed by the Company.

The committee will meet on dates and at times that are mutually agreed, to discuss matters of importance and concern in the workplace, and will make recommendations to the Company to address such concerns.

The first meeting will be held within sixty (60) days of ratification of the collective agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The management of the business and the direction of the work force, including but not limited to the right to plan, direct and control operations, maintain order and efficiency; hire, suspend, lay-off, discipline, transfer, promote, demote or discharge employees; also the right to study or introduce and install new or improved methods, systems or facilities; and the right to establish the types of products to be manufactured and jobs and manpower requirements therefore, shall be vested solely and exclusively in the Company. These rights shall not be used in violation of the specific terms of this Agreement nor to discriminate against any employee, and will use these rights in a fair and just manner.

ARTICLE 5 - COMPULSORY CHECK-OFF

5.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union dues deducted from his pay weekly. All

bargaining unit employees shall become and remain members of the Union as a condition of employment, except as exempted by law.

5.02. All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083, Postal Station "A", Toronto, Ontario M5M 1V7, along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115, will also be sent to the Union office designated by the Area Coordinator.

5.03 The remittance and the R115 Form shall be accompanied by a statement containing the following information:

- (i) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- (ii) A list of the names of all employees from whom no dues have been made and the reasons why;
- (iii) This information shall be sent to both the Union addresses identified in Article 5.02 above.

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

5.05 The Company, when preparing T-4 slips for the employees, will enter the amount of the Union dues paid by the employee during the previous year.

ARTICLE 6 - UNION REPRESENTATION

6.01 A Unit Chairperson and four (4) Shop Stewards, who shall also be the Grievance Committee, shall be recognized by the Company and shall not be

discriminated against for lawful Union activity. The Company will be notified in writing by a local Union officer of the names of such Stewards. The Steward shall be permitted to take up grievances, during working hours, but whenever possible, grievance investigations will be held so as not to interfere with the work. If membership drops below fifty (50), then the number of shop stewards shall revert to three (3).

6.02 In the event that additional Shop Stewards are required, such may be authorized by mutual agreement of the Company and the Union.

6.03 An employee shall have the right to have a Steward present at any meeting called by a Company representative, if the employee so requests; except that in the case of discipline a Union Steward will be present, unless the employee signs a written waiver refusing union representation.

6.04 The Grievance Committee meetings shall be limited to two members of the Union's Grievance Committee, unless mutually agreed otherwise. It is agreed that members of the Grievance Committee/Stewards shall be paid for hours spent in attendance at meetings with the Company which occur during their regular scheduled work day. Also, that such hours shall be counted in computing total hours of work. One Staff Representative of the Union may attend such meetings if requested by either party.

6.05 The Company will recognize a Union Negotiating Committee consisting of not more than two (2) members of the bargaining unit and a Staff Representative of the Union. Such employees shall be allowed time off from work as reasonably required, without pay, subject however, to obtaining permission (which shall not be unreasonably withheld) from the Company. Time off work for actual contract bargaining sessions will be allowed with pay. The Union may include additional bargaining unit members equal to but not more than the number of Management representatives on the Negotiating Committee. Such employees will be allowed time off from work as required,

without pay, subject however, to obtaining permission from the Company.

6.06 The Company agrees to introduce all new employees to the Plant Chair or his/her designate and grant reasonable time for discussion at the commencement of the first day of work for a period of time not more than one-half (1/2) hour, in a private area.

6.07 In the event of layoff, the Unit Chairperson, during his respective term of office, will be retained in the employ of the Company as long as there is work available which he is qualified and willing to perform.

ARTICLE 7 - NO DISCRIMINATION

7.01 The Company and the Union undertake and agree that there shall be no discrimination against any employee because of their race, creed, or religion, or because of their membership in any Union. There will be no harassment in the workplace.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Disputes arising from the interpretation of this Agreement or from any other cause affecting any employee, or group of employees covered by this Agreement, will be discussed between the shop steward of the Union and the Company. It is the mutual desire of the parties hereto that complaints and grievances of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until the employee has first given the Production Supervisor an opportunity of adjusting the complaint. The employee shall do this within five (5) days after the alleged circumstances originated or occurred or within five (5) days after the same were discovered.

8.02 Step 1

Any employee seeking adjustment of a complaint shall confer with the Production Supervisor either alone or at the employee's option accompanied by a Shop Steward. Should the employee not receive satisfaction from the Production Supervisor within five (5) days, the matter may be deemed a grievance and dealt with as hereinafter provided.

8.03 Step 2

The grievances of the employee shall be reduced to writing on a standard form, and shall be signed by the employee and a Steward and presented to the Production Supervisor concerned within five (5) days from the date the Production Supervisor's decision was rendered at Step 1. The Production Supervisor shall state his decision in writing and return the grievance form to the Steward within five (5) days of receiving it. If the grievance is not settled to the satisfaction of the employee concerned, it may be processed to Step 3.

8.04 Step 3

Within five (5) days of receipt of the Production Supervisor's written answer at Step #2, the Steward shall present the grievance form to the Plant Manager.

The grievance committee will meet and discuss the grievance with the Plant Manager and/or the Human Resource Manager. Upon being notified, if the Human Resource Manager is unable to participate within a timely matter, the grievance committee and the Plant Manager will conduct this meeting with the attempt of resolving their differences. At this meeting, any Staff Representative of the Union may be present if such presence is requested by either party.

The Plant Manager and Human Resource Manager shall discuss the matter and then render a decision within three (3) days of meeting with grievance committee and the griever.

If the decision is not satisfactory to the grievant, the Union will notify the employer within ten (10) days of receipt of the answer of their intention.

When two (2) or more employees wish to file a grievance rising from the same alleged violation of this agreement, such grievance may be handled as a group grievance and presented to the Company at Step 3 of the grievance procedure.

The Union and the Company shall have the right to initiate a Policy grievance or a grievance of a general nature at Step 3.

8.05 Any settlement arrived at between the Company and the Union at any stage of the grievance procedure, except Step 1, shall be put in writing and shall be considered to be, with respect to that grievance, final and binding upon the Company, the Union and the employee or employees concerned provided, however, that any such settlement shall be made without prejudice to any future similar grievance.

8.06 The time limits specified in this Article 8 shall be deemed to be exclusive of Sundays, Saturdays and Statutory Holidays as defined herein and may be extended by agreement between the parties concerned. It is understood and agreed that in the event there is not agreement to extend the time limits:

(a) If the company fails to give its answer within the time limit in any step of this procedure, the grievance shall be deemed to be advanced to the next step and . . .

(b) If the Union fails to advance any grievance to the next step of the grievance procedure within the time limit, the grievance shall be deemed to be abandoned.

(c) The arbitrator can give relief from time limits if good and sufficient reason is provided for the delay.

ARTICLE 9 - ARBITRATION

9.01 Any grievance or other matter in dispute between the Company and the Union may, in the event of failure to reach agreement thereon, be referred by either party to arbitration within thirty (30) calendar days of the Plant Manager's Step 4 response, which shall be conducted by a single Arbitrator. The grieving party shall submit a list of five (5) arbitrators for consideration with the request to go to arbitration. The receiving party shall have ten (10) calendar days to reply by either confirming an arbitrator on the original list or if none are acceptable sending its own list of five (5) arbitrators for consideration. If none of these five (5) are acceptable, either party may apply to the Minister of Labour of the Province of Ontario to make an appointment.

9.02 The decision of the Arbitrator on the matter at issue, shall be final and binding on both parties, but in no event, shall the Arbitrator have the power to add to, subtract from, alter or amend this agreement in any respect.

9.03 Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Arbitrator shall be shared equally between the parties.

9.04 A grievance submitted to arbitration may be settled by the Arbitrator by:

- (a) Confirming Management's action in dismissing or disciplining the employee.
- (b) Reversing Management's action with full compensation to the employee for all lost time.
- (c) Any other arrangement, except loss of seniority, which in the opinion of the Arbitrator, is just and equitable.

9.05 The parties agree to use the services of a grievance mediator while awaiting arbitration, provided the Union makes the formal request.

ARTICLE 10 - DISCIPLINE & DISCHARGE CASES

10.01 In the event that any employee be discharged or disciplined and believes that the discharge or discipline was without just cause, such discharge or discipline may be dealt with under the provisions of this Agreement respecting adjustment or grievances. Any such matter, if it is to be dealt with, shall be presented at the 3rd step of the grievance procedure within five (5) working days after notice of such discharge or discipline, and not otherwise.

10.02 The Shop Steward shall be notified in writing within twenty-four (24) hours of any action of discharge or discipline. A discharged employee will upon application to the Production Supervisor, or his authorized representative, have the right before leaving the premises to interview the Union Steward at a place designated by the Production Supervisor.

10.03 When an employee has received a written suspension or oral warning, it shall be confirmed in writing to both the employee and Shop Steward. If discipline is not issued within a reasonable time of the Company's knowledge of the incident giving rise to the discipline, the discipline shall be waived. Unless otherwise agreed to in writing, a written notice of discipline shall be removed from an employee's record twelve months from the date of issuance, provided the employee has received no additional discipline for a similar incident during that period.

ARTICLE 11 - SENIORITY

11.01 Each of the parties hereto recognizes that employees are entitled to an equitable measure of security based upon the length of service. Such seniority shall be on a plant wide basis. The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, transfer, senior employees shall be entitled to preference. In recognition, however, of the responsibility of

Management for the operation of the plant, it is understood and agreed that in all such cases, Management shall have the right to pass over any employee if it is concluded that such employee does not have the skills and ability to perform the available work after a five (5) day trial and familiarization period, except for Millwright and Maintenance.

11.02 Probationary Employees. An employee will be on probation and will have no seniority until the employee has worked four hundred and eighty (480) hours in a twelve (12) month period. Seniority shall date from the first day that the employee commenced work for the Company and will accumulate thereafter. Notwithstanding any other provisions of this Agreement, the Company has the right to discharge a probationary employee, provided such discharge is not arbitrary, discriminatory employee, in bad faith, or contrary to the provisions of any applicable statute.

11.03 Loss of Seniority. An employee shall lose seniority standing, shall be deemed no longer an employee of the Company and such employee's name shall be removed from all seniority lists for any of the following reasons:

1. If the employee voluntarily quits employment with the Company.
2. If the employee is discharged, and such employee is not reinstated pursuant to the grievance and arbitration procedure herein.
3. If the employee has been laid off and fails to return or secure a leave of absence within three (3) working days, after the employee has been notified so to do by the Company by registered mail to the last address on record with the Company, except when the lay-off has exceeded thirty (30) days, in which event the employee shall have seven (7) calendar days to return.
4. When laid off from the plant for a continuous period of time

equal to the accumulated seniority rounded up to the next highest month to a maximum of twenty-four (24) months.

5. If the employee overstays a leave of absence granted by the Company, in excess of three (3) working days, without securing an extension of such leave of absence in writing unless failure to request such extension is for reasons beyond the employee's control.
6. If the employee is absent from work for more than three (3) consecutive working days without notifying the Company, and without good and sufficient reason, unless the failure to notify is for reasons beyond the employee's control.

11.04 Seniority Applied to Lay-offs. Any lay-off of employees in excess of one (1) day shall be made on the basis of the seniority lists, provided there are employees available with seniority who possesses the skills and ability to do the work required by the Company. No employee shall be laid off without regard to seniority for a period up to one (1) day more than three (3) times or for more than a total of three (3) days, in any twelve month period. Lay-offs of employees in excess of one (1) day shall conform to the following principle:

The employee with the least amount of seniority, subject to the senior remaining employee's skill and ability to perform the required work, shall be the first to be laid off when a reduction in the plant work force becomes necessary.

11.05 Lay-off - Recall Procedure. In the event that a job becomes available it shall be offered to employees who have been laid off in order of a seniority whether or not it carries a higher or lower rate of pay, providing the employee has the required skill and ability to perform the required work.

11.06 Each employee who is laid off shall keep the Company informed of his/her current address in writing, failing which the Company will not be

responsible if notice of recall to work fails to reach said employee. Prior to the hiring of any temporary employees for work while permanent employees are laid-off, the Company will attempt to contact any employee with the skills and ability who is laid off in accordance with seniority to provide them with an opportunity to return to work for the temporary assignment.

(a) Benefits, other than disability benefits will be maintained for seniority employees until the end of the month in which the employee is laid off, or fifteen (15) days after the layoff notice has been issued; whichever period is greater.

11.07 Where a lay-off is necessary, the Company will give at least two (2) days notice to affected employees and the Unit Chairperson where the lay-off is estimated to be thirty (30) days or less, provided that the Company has more than two (2) days notice itself of the need to lay-off, and six (6) days notice where the lay-off is estimated to be more than thirty (30) days, provided that the Company has more than six (6) days' notice itself of the need to layoff. Where circumstances cause a change of notice, then the Company will not be subject to any penalties, but will provide a further notice of the change to the affected employees and the Unit Chairperson.

If the failure to provide notice is caused by reason of, fire, flood, power failure, acts of God and other like causes, the above time periods will not be adhered to.

11.08 Seniority lists will be revised at three (3) months intervals, and will be posted in the plant. Two (2) copies will be provided to the Shop Steward. If an employee does not challenge the position of his/her name on the seniority list within the first twenty (20) working days from the date the employee's name first appears on the list, then the employee shall be deemed to have the proper seniority standing for the purpose of the application of seniority to promotion,

demotion, transfers, lay-offs, recalls from lay-off, provided, however, that any clerical error in the seniority list shall be subject to correction at any time, and neither the Company nor any employee shall suffer as a result of such error or the correction of such error. Each January and July, the Company will send to the Union Office a list showing each employee's classification, wage rate, seniority, address and phone number.

11.09 (a) When a new job becomes available, or a vacancy is to be filled, notice will be posted on the bulletin board, and it shall remain posted for a period of seven (7) working days. During this period, any employee who wishes to apply shall signify such desire by signing the job posting. Selections of such positions shall be made within twenty (20) working days on the basis of seniority, provided that the employee has the skill and ability to do the work required.

(b) In the event of the application of a job bumping process, the following method shall apply:

- (i) affected employees will be given five (5) working days prior written notice of the change;
- (ii) job bumping will be based upon plant wide seniority, skill and ability;
- (iii) during the five (5) working day notice period, the Company will meet with the affected employees in order of their seniority to allow the employees to select their final bumping preference;
- (iv) subsequent to the completion of 11.09 (b)(iii), job transfers will commence as soon as is practical at the end of the notice period.

(c) A job shall not be considered vacant when an employee is not at

work because of sickness, accident, leave of absence, vacations, etc.

11.10 An employee may elect to be laid off or waive recall rather than accept work outside the employee's regular job classification or plant. However an employee who makes such an election and is laid off may reactivate his/her seniority by written notice to the Company, that the employee wishes to be recalled to any job and will be recalled when there is a job required in accordance with the provisions of this Agreement.

11.11 Employees promoted to positions outside the bargaining unit shall have their seniority maintained and accumulated for a period of six (6) months. During this period, they shall have the right to return to the bargaining unit in accordance with the seniority provisions of this Agreement.

11.12 An employee who is terminated due to a plant closing will receive severance benefits under the provisions of this policy. Sixty (60) days' notice will be given in any plant closing.

The severance policy will apply to all employees who remain on the seniority list as of the closing date of the plant.

An employee who terminates employment, voluntarily or involuntarily between the announcement of the plant closing and the official plant closing date will forfeit the severance package except where the employee has been granted an early release by management or the provision conflicts with law.

Employees on temporary disability, workers compensation or paid leave of absence are considered active employees, as are employees on lay-off at the time of the closing announcement if they have worked 1,000 hours during the previous calendar year, provided they are not working elsewhere at the time the announcement is made.

Eligible employees with twenty-five (25) years of service or less as of the date of the closing of the plant will be paid one week of severance pay for

each year of service (rounded to the nearest whole number) with a minimum payment of two weeks' pay, provided the employee is not eligible for severance pay under the Ontario Employment Standards Act 2000 (the "Ontario statute"). There will be no duplication of severance pay under the Grace Policy and the Ontario statute and whichever provides the greater benefit will prevail.

Eligible employees with greater than twenty-five years (25) of service as of the date of the closing of the plant will be paid one and one-half (1 ½) weeks of severance pay for each year of service (rounded to nearest whole year), inclusive of, and not in addition to, any and all severance pay entitlement under the Ontario statute. All qualifying years of service without limit, will be eligible for payment.

An employee who accepts a position with Grace at another facility shall not be eligible for severance.

When permissible, employees will be allowed to elect between a lump sum payment of severance or payments over time conforming to regular pay periods. Vacation shall not accrue during periods of severance payment.

The Company may choose to offer a Voluntary Severance Package (VSP) to employees in the event of a reduction in force, and the terms, and eligibility for the VSP shall be at the discretion of the Company after consultation with the Union. At the Company's discretion, individual separation packages, including extended medical benefits, may be offered when deemed necessary.

ARTICLE 12 - BULLETIN BOARDS

12.01 The Company agrees that it shall provide a suitable bulletin board in its plant. The Union may use such bulletin board for the posting of notices of Union business which must be signed by a proper Officer of the Union. The Company may also post on this bulletin board.

ARTICLE 13 - SAFETY COMMITTEE

13.01 The Company agrees to make reasonable provision for the safety and health of its employees at its plants during the hours of their employment and agrees to abide by the provisions of the Occupational Health & Safety Act of Ontario.

13.02 The Company and the Union realizing the benefits to be derived from a safe and healthy place of employment, agree that they, together with all employees, Union Stewards and Officers and Supervisors at all levels, will cooperate to the fullest extent to promote safe work practices, healthy conditions and enforcement of safety rules.

13.03 The Company shall establish a Joint Safety Committee of which Management personnel shall not outnumber Union members.

13.04 A bargaining unit Health & Safety representative will accompany any Safety Inspectors & Workers Compensation Representatives on any tour of the plant and will be given copies of any reports made by such Safety Inspectors or Workers Compensation Representatives.

13.05. Grace Construction Products (GCP) promotes a work environment and work force which is free of the illegal use of drugs. Such use is prohibited on Company property. Employees are also prohibited from reporting to work or being at work while under the influence of any drug or mind-altering substance that impairs performance, subject to the discretion of the Company.

The objectives of this policy are to ensure a safe working environment for employees; to improve job performance, quality and productivity; and to preserve Company property and assets.

Any employee, on his or her own initiative, may request a medical leave of absence in order to complete a qualified rehabilitation program. The cost of rehabilitation beyond the government and company plans is the employee's

responsibility.

The Company and the Union agree to the furtherance of this policy and agree to cooperate in its furtherance through an aggressive use of the Employee Assistance Program and other rehabilitative measures.

13.06. It is agreed that after July 1, 2000, if there are any changes in the Occupational Health and Safety Act of Ontario or its regulations, the parties will meet to discuss the changes with a view to adopting the highest standards for the employees. If mutual agreement cannot be reached, either party may arbitrate the dispute.

ARTICLE 14 - SAFETY EQUIPMENT

14.01 Where and whenever the Company or Government Legislation regulations require safety equipment to be used on the job, such equipment shall be provided by the Company at no cost to the employee, except in the case of prescription glasses, and safety boots or shoes.

Effective August 1, 2013, the Company will pay for the cost of safety shoes up to a maximum of \$150 for up to two (2) pairs each year.

The Company agrees to provide four (4) winter coats available for employees use on company premises.

The Company will pay for the cost of safety glasses which must be selected from a designated safety supply house catalog. Employees will be entitled to one pair of safety prescription glasses per year to a maximum cost of (\$200.00) each year.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Personal Reasons. An employee will be allowed a thirty (30) day leave of absence without pay for personal reasons if:

- (a) The Employee requests it from the Company in writing, and,

- (b) The leave is for a good reason and does not interfere with operations. However, in emergency situations leave shall not be denied.

15.02 A leave of absence will be extended for additional thirty (30) day periods if there is good reason and the Company agrees. The employee must request the extension in writing before the thirty (30) day leave is up. The Unit Chairperson shall be notified of all requests for leaves of absences.

15.03 All requests for leave of absence under this article shall be made at least thirty (30) days prior to the proposed commencement date of the said leave of absence.

15.04 Leave of Absence to Attend Union Conventions. An employee who has been elected or appointed by the Union to attend Union Conventions, Conferences or other Union business will be granted a leave of absence without pay for this purpose. The Union will inform the Company of the names of the delegates. Such leave of absence shall not exceed seven (7) consecutive working days at any one time or an aggregate of sixty (60) working days for all employees in any twelve month period. A minimum of ten (10) days notice will be given in such event. No more than 3 employees at any time may take advantage of this clause, and no more than 2 from any one classification or relief of that classification.

15.05 Leave for Union Business. The Company shall grant an employee a leave of absence of not more than twelve 12 months to work on any official capacity of the Local or International Union. The employee must request the leave in writing and the Union must approve it. Not more than one employee may be on such leave of absence at one time. The employee may re-apply for four month extensions.

15.06 Affect of Leave of Absence. Any leave of absence will be in writing and no such leave will affect any employee's seniority rights when used for the

purpose granted, provided the employee returns to work at the expiration of the leave.

15.07 The Company agrees to continue the pay of any employee absent from work on Union business (except 15.05 above) which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a statement.

ARTICLE 16 - TEMPORARY TRANSFERS

16.01 If an employee starts the day's work, the employee shall not be paid less than the regular rate for the first four (4) hours worked that day. If an employee works at a classification of a higher rate, the employee shall be paid the higher rate for the hours worked. If the employee works at a classification of a lower rate other than as a result of layoff or demotion, the employee shall be paid his/her regular rate for the hours worked.

ARTICLE 17 - BEREAVEMENT PAY

17.01 Up to five (5) days leave of absence with pay will be granted an employee in the event of the death of the employee's spouse. Up to three (3) days leave of absence with pay will be granted an employee in the event of the death of the employee's father, mother, sister, brother, father-in-law, mother-in-law, grandchildren, grandparents or child, including a child living with the employee as a legal guardian of that child. One (1) day leave without pay will be granted an employee in the event of death of the employee's aunt or uncle. The deceased must be members of the employee's immediate and current family.

It is understood that only the portion of the five (5) days or three (3) days, as applicable, which would otherwise have been working days will be paid. Such leave shall commence within five (5) days of the date of death or date of funeral.

The Company further agrees to grant one (1) bereavement day for funeral attendance in the case of a brother-in-law or sister-in-law.

ARTICLE 18 - JURY DUTY/SUBPOENAED CROWN WITNESS

18.01 An employee required to serve on a jury or act as a subpoenaed crown witness will be paid full straight time rate for the regular weekly hours the employee would otherwise have worked, provided the employee endorses the jury/witness pay to the Company, and further provided the employee reports for work on days or parts of days the employee is not required to serve or report to the courtroom.

ARTICLE 19 - PAY ON DAY OF INJURY

19.01 An employee injured in the course of work at the Company's plant or premises while performing the employee's normal or regular duties, or while on Company business, who is sent to a doctor or for medical attention, who returns to work on the same day, and any so injured employee who is admitted to hospital or is instructed by the doctor or the Company to abstain from performing further work on that day, shall be paid for such time thereby lost on such day, at the employee's regular hourly rate, including any applicable overtime premium or shift differential.

19.02 The Company will provide for reasonable transportation if necessary. The Company will pay at the employee's regular hourly rate, for regular work time lost by reason of necessary medical treatment required as a result of an industrial injury or illness incurred in the course of employment with the Company, which treatment is required to be made during regular shift hours and cannot be provided in other hours.

ARTICLE 20 - NO STRIKES OR LOCK-OUTS

20.01 The Union agrees that during the life of this Agreement it will not

cause or engage in nor will it permit its members to cause or engage in a strike, slowdown, walkout, curtailment or stoppage of work or deliveries or any other form of interference with the operation of the plant or the conduct of the Company's business. The Company agrees it will not lock out the employees.

20.02 The Company shall have the right to discharge or otherwise discipline any employee or employees who instigate or participate in any action in violation of this article. An issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged such violation may be subject to grievance proceeding and arbitration.

ARTICLE 21 - PAID HOLIDAYS

21.01 The following statutory holidays are recognized by this Agreement:

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day

Thanksgiving Day
Christmas Day
Boxing Day
Floater Holiday
Floater Holiday

The Floater Holiday dates will be established by the Company. One Floater Holiday will occur during the Christmas or New Year period. The second Floater Holiday date will be established by the Company, but not in the period noted above, unless by mutual agreement of the Company and the Union.

However, if an additional statutory holiday is proclaimed by Federal or Provincial statute, then such statutory holiday shall be in lieu of the second floater.

Statutory Holidays falling on a Saturday or Sunday will be celebrated on the preceding Friday or succeeding Monday, as declared by the Company.

21.02 An employee having completed the probationary period shall be entitled

to the regular hourly rate of pay for any of the above holidays observed on a regular working day, provided the employee is not absent on the working day immediately preceding and the working day immediately following the holiday, unless absence is excused or for justified reason such as illness or accident. In the event of lay-off, the employee will be paid for the holiday provided that the employee has worked the last day or shift immediately preceding the holiday.

21.03 Any employee having completed the probationary period who is laid-off within fifteen (15) working days of Christmas Day shall receive full statutory holiday payment for all statutory and floater holidays between December 24th and January 2nd of that year.

ARTICLE 22 - VACATIONS WITH PAY

22.01 Vacations shall be earned and paid for based upon continuous service and having received pay for a minimum of 1100 hours in the 12 month period prior to April 30th of each year in accordance with the following schedule. The vacation pay for employees who earn less than 1100 hours credit will be calculated in accordance with applicable provincial statutes.

- (a) Employees whose continuous service anniversaries occur after April 30th but before December 31st will be entitled to an additional week of vacation on or after their anniversary date in their 5th, 10th and 20th years of service.
- (b) Wherever applicable vacation pay will be reduced in accordance with paragraph 22.01.

	<u>TIME</u>	<u>PAY</u>
Up to one full year of service as of April 30th, for each full month, but not to exceed 10 days.	1 day	8 hours
1 full year but less than 5 full years.	10 days	80 hours

5 full years but less than 10 full years.	15 days	120 hours
10 full years or more as of April 30th.	20 days	160 hours
20 full years or more as of April 30th.	25 days	200 hours

22.02 Vacation pay will be computed on a straight time basis at an employee's regular hourly rate of pay in effect on the date the vacation begins, or at 2% of total earnings, whichever is greater.

22.03 (a) The vacation period shall be between May 1st and April 30th of each year and the schedule of vacations will be left to the discretion of the Company. However, the Company will endeavour to grant employees their earned vacation time between the dates requested within the vacation period considering business requirements and seniority.

(b) The Company, at its discretion, may close the entire plant during the vacation period thereby granting all employees their earned vacation allowance at one time. In the event of such a shutdown, the Company will give reasonable advance notice to all employees, including those employees who are required to perform maintenance work during the shutdown. The term "reasonable" will be construed as one month, unless otherwise impossible due to unforeseen circumstances.

(c) The Company may, but shall not be required to, grant vacation time at other than the regular vacation period, but in no case may vacations be accumulated from year to year.

22.04 In the event a holiday recognized by this Agreement is observed on a

regular work day during the vacation period of any employee, he shall be granted an additional vacation day or pay in lieu thereof, at the option of the employee.

22.05 As used in this Article, the term "continuous service" shall mean employment not interrupted by any form of separation from the Company by reason of resignation, discharge, lay-off up to twenty-four (24) months, or other causes treated in this Agreement as a break in service.

ARTICLE 23 - HOURS OF WORK & OVERTIME

23.01 The regular work week for all employees covered by this Agreement will consist of five (5) consecutive eight (8) hour days, including a one-half (1/2) hour paid meal break each day commencing on Monday and ending on Friday. Work performed on a statutory holiday as per article 21 will be paid for at 1 1/2 times the employee's normal rate of pay for the first four hours and double the normal rate of pay after the first four hours in addition to the employee's regular holiday pay.

Day Shift - Shall commence at 7:00 a.m. and finish at 3:00 p.m.

Afternoon Shift - Shall commence at 3:00 p.m. and finish at 11:00 p.m.

Night Shift - Shall commence at 11:00 p.m. and finish at 7:00 a.m.

23.02 It is understood and agreed that all paid meal and rest periods will be staggered in order to provide continuous plant operation of any or all departments.

Employees shall not leave the plant premises during such paid periods without prior permission of the plant supervisor, which permission shall not be unreasonably withheld.

23.03 If an employee reports for work, including lunch break, up to three (3) minutes late, the Company shall not deduct from the employee's wages; however, for lateness in excess of three (3) minutes and up to fifteen (15) minutes a deduction of one-quarter hours of wages shall be made, from sixteen (16) minutes to thirty (30) minutes a deduction of one-half hour or so on in increments of one-quarter hour.

23.04 When an employee works more than eight (8) hours in one (1) day, an employee will be paid time and one-half (1 1/2) the normal hourly rate for the first four (4) hours, and double time thereafter, except in the case of shift changes as provided for in this Article.

23.05 All time worked on Saturday shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter, and all hours worked on Sunday shall be paid at the rate of double time (2) including call-ins. For purposes of computing overtime, the regular work week shall commence at 11:59 p.m. Sunday, and end at 11:59 p.m. Friday. The work week may be extended to end at 8:00 a.m. Saturday by mutual agreement of both parties. The Union acknowledges that employees are expected to co-operate with the Company by working overtime when they have been given reasonable notice to do so.

23.06 When an employee is required to change a shift in the course of the employee's work week (Monday to Friday) at the Company's convenience, the employee will be paid time and one-half (1 1/2) the normal rate of pay for the first shift worked. When an employee starts a normal shift and then is required to go home and return to work on another shift that same day, the employee will be paid for a minimum of four (4) hours at straight time for the employee's normal shift and will be paid at the rate of time and one-half (1 1/2) the regular rate for the first shift worked.

23.07 An employee who reports to work on time at the start of his scheduled

eight (8) hour shift shall be paid not less than four (4) hours at the normal rate. If said employee continues to work more than half of his shift, the Company will then provide work or pay the employee for eight hours worked for that shift. An employee assigned to the continuous four shift operation who reports to work on time at the start of his scheduled shift, shall be paid not less than six (6) hours at the normal rate. If said employee continues to work more than half of his shift, the Company will then provide work or pay the employee for twelve (12) hours worked for that shift. An employee who reports to work on time at the start of a scheduled ten (10) hour shift shall be paid not less than five (5) hours at the normal rate. If said employee continues to work more than half of his shift, the Company will then provide work or pay the employee for ten (10) hours worked for that shift.

23.08 Employees will be notified prior to completion of their shift if they are not required the following day, and in such case shall not report until recalled. Provided that in cases where the plant cannot operate due to such reasons as power failure, breakdowns, or other reasons beyond the control of the Company, notification not to report may be given to the employee after leaving the premises, but not less than two (2) hours before the employee's required reporting time.

23.09 Any employee called back after having worked the employee's regular shift shall receive a minimum of four (4) hours pay at time and one-half (1 1/2) rates.

23.10 There will be a fifteen (15) minute rest period each half shift. Any required wash up time will be taken during this period, and employees will remain at their normal work stations until the period starts and return immediately to their work stations when the period ends. Employees not assigned to a continuous operation will have a fifteen (15) minute rest period each half shift.

23.11 In the event an employee not assigned to a continuous operation has been requested or scheduled to work a double shift with a minimum of four hours overtime in the second shift and has received less than four hours notice within the first shift, the employee will be paid an additional thirteen dollars (\$13.00) meal allowance. The Company agrees to endeavor to obtain gift certificates from neighbouring restaurants in that amount.

23.12 At shift change, all employees will continue to man their assigned work stations until relieved by a person from the oncoming shift, who is either the holder of the applicable position or has been assigned by supervision to temporarily fill the position. The only exception will be for individuals who are excused by supervision. It is understood that employees may be relieved early, up to a limit of fifteen minutes, and similarly, employees not relieved up to the 15th minute, will not be counted as earning overtime. Employees at the furnace work station who have to remain at their work station until relieved will accumulate and have verified this extended time until the end of the week. Such time at the appropriate premium will be paid the following pay period. Premium paid pay in accordance with this Article shall not be used to determine entitlement to working overtime.

23.13 The Company may schedule production classifications and/or millwrights and/or shipping classifications to work a four (4) day ten (10) hour shift/five (5) day eight (8) hour variation of shifts. The Company will give fifteen (15) working days notice in advance of the implementation of this shift schedule.

Hours of work may be as follows:

Day Shift:	7:00 a.m. to 3:00 p.m.	Monday to Friday – 8 hours
Day Shift	7:00 a.m. to 5:00 p.m.	Monday to Thursday – 10 hours
Night Shift	3:00 p.m. to 1:00 p.m.	Monday to Thursday – 10 hours
Night Shift	5:00 p.m. to 3:00 a.m.	Monday to Thursday – 10 hours

The shift will have a two (2) week rotation.

Employees working on operations scheduled on this shift will be paid overtime as follows:

- (a) Time and one-half (1 1/2) for time worked for the first two (2) hours immediately following and employees shift and double time (2) thereafter. At no time will any employee be required to work more than thirteen (13) hours in any twenty-four (24) hour period, unless permitted as an exceptional circumstance by the provisions of the Employment Standards Act, 2000, as it may be amended from time to time.
 - (b) Time and one-half (1 1/2) for time worked for the first four (4) hours and double time (2) thereafter on the first and second scheduled days of rest.
 - (c) Double time (2) on the third scheduled day of rest.
- Employees working on operations scheduled on the four (4) days ten (10) hour shift will be paid ten (10) hours overtime for time actually worked on Statutory Holidays as recognized in this agreement. When a Statutory Holiday falls on a day employees are normally scheduled to work and the employees are not required to work, they will be paid ten (10) hours at their regular hourly rate for that day. When a Statutory Holiday falls on a day employees are normally not scheduled to work, the scheduled work day immediately before the Statutory Holiday shall be deemed to be the Statutory Holiday. Work performed on this shift will be considered as work performed on a Statutory Holiday as outlined in "Article 21" and will be paid for at one and one half (1 1/2) times the employee's normal rate of pay for the first four hours and double the employees normal rate of pay thereafter in addition to the employee's regular holiday pay.

Employees will be paid a premium of \$0.50 per hour per Night Shift.

Employees working on operations scheduled on the four (4) day ten (10) hour shift will receive two (2) twenty-minute rest periods, one in each half shift, and one, one-half (1/2) hour paid meal break midway through the shift. Any required wash-up time will be taken during this period and employees will remain at their work stations until the period starts and return to their work stations immediately when the period ends. It is agreed that all paid meal and rest periods will be staggered in order to provide continuous plant operations. Employees working on operations scheduled on the four (4) day ten (10) hour shift will receive ten (10) hours pay for days granted for bereavement or jury/Crown leaves of absences.

23.14 The Company may schedule the work week on a continuous four shift operation for any and all employees. The Company will give ten (10) working days notice in advance of the initial scheduling of such operations and any schedules shall be mutually agreed upon.

Hours of work will be as follow: Day shift - 7:00 AM to 7:00 PM
 Night shift - 7:00 PM to 7:00 AM

The shift schedule will be based on forty-eight (48) hours in the first week and thirty-six (36) hours in the second week, with a two (2) week rotation, for an average forty-two (42) hour work week. The additional two (2) hours in excess of the normal forty (40) hour work week will be paid at the rate of time and one-half (1 1/2) the regular rate.

Employees working on operations scheduled on a continuous four shift basis will be paid overtime as follows:

(a) Time and one-half (1-1/2) for time worked for the first two (2) hours

immediately following an employees shift and double time (2) thereafter. At no time will an employee work more than sixteen (16) hours in any twenty-four (24) hour period.

- (b) Time and one-half (1-1/2) for time worked for the first four (4) hours and double time (2) thereafter on the first scheduled rest day.
- (c) Double time (2) for time worked on the second or third scheduled rest day.

Employees working on operations scheduled on a continuous four shift basis will be paid twelve (12) hours overtime for time actually worked for Statutory holidays as recognized in the Agreement.

Day shift differential-	\$0.20 per hour
Night shift differential -	\$0.53 per hour

Employees working on operations scheduled on a continuous four shift basis will be paid a premium of \$1.85 per hour for each hour worked on a Sunday shift as a scheduled work day. This premium will not be paid in addition to any premium payment made for overtime hours.

Employees working on operations scheduled on a continuous four shift basis will be paid twelve (12) hours overtime for time actually worked for Statutory holidays as recognized in the Agreement.

Employees working on operations scheduled on a continuous four shift basis will receive two (2) fifteen (15) minute rest periods, one (1) fifteen (15) minute meal break and one (1) paid half-hour (1/2) meal break, spaced evenly throughout the shift. Any required wash up time will be taken during this

period, and employees will remain at their normal work stations until the period starts and return immediately to their work stations when the period ends. It is understood and agreed that all paid meal and rest periods will be staggered in order to provide continuous plant operation.

The Company agrees to average the regular weekly pay at forty-two (42) hours. Any time missed will be adjusted in the next scheduled pay period. Twelve (12) hours pay will be granted for bereavement or jury/Crown leaves of absence if the employee was scheduled for a 12-hour Continental shift.

The Company agrees to discuss with the Union alternatives to the "continuous four shift twelve (12) hour" schedule when the regular "five (5) consecutive day eight (8) hour" or the optional "four (4) day ten (10) hour shift" do not meet the needs of the Company. The Company is committed to implementing the "continuous four shift twelve (12) hour" only when no other shift arrangement can be mutually agreed upon.

23.15 Employees designated for on-call assignments will be paid straight time for on-call shifts at the rate of two (2) hours for each eight (8) hour period of coverage. Employees who are assigned to be on call shall be available to the Company by home or cell phone. On call employees are expected to remain within a reasonable commuting distance from the plant so that they can respond to on call requests within one (1) hour.

23.16 There shall be no duplicating or pyramiding of overtime and/or premium pay. Where premium or overtime rates of differing amounts are applicable, to any hour, the higher of such rates shall be paid. Shift premium will be paid to employees working the afternoon or night shift at the appropriate rate.

23.17 (a) Records of overtime worked and overtime declined for all employees and shifts shall be reduced to zero quarterly on January 1st, April 1st, July 1st, October 1st. Records will be made available on a monthly basis to the

Unit Chairperson.

(b) The weekend volunteer sign up sheet will be posted as early as possible in the week and removed at 8:00 a.m. Thursday. The final weekend overtime list will be posted by 3:00 p.m. Thursday.

23.18 Overtime, shall be as far as practicable, equally and impartially divided among the employees who have the skill in the class of work being performed and with the ability to satisfactorily perform the overtime work. Overtime shall first be offered to employees within the classification where the overtime exists.

If an employee fails or refuses to work overtime when it is his turn, that employee shall be considered as having worked the overtime so that his turn has been passed over.

ARTICLE 24 - WAGES

24.01 The wage rates appear in the attached Schedule I.

24.02 Employees will be paid by Thursday, where possible.

24.03 In the event the Savings and Investment Plan (SP) currently 2, 4 and 6% described in Article 29 is terminated by action of the Grace Board of Directors, a 2% wage increase will be reallocated to the wages under Schedule I, effective the date of the termination of the plan.

24.04 In the event the Company reduces the employees assigned to a job, any employee displaced to another job ("new job") as a result thereof will receive the rate of pay for the new job provided, however, that said employee will retain his former rate of pay for thirty (30) days if the rate of pay is higher than the rate of pay for the new job.

24.05 If a new job is created that falls within the scope of the bargaining unit, and the parties are unable to agree upon the appropriate rate of pay for the new

job, the Company shall have the right to implement that rate of pay that it deems fit. However, the Union shall have the right to grieve such rate. In the event that such grievance is referred to arbitration, it is understood that the arbitrator may only consider the rates for other jobs in the bargaining unit in determining the appropriate rate for the new job and will not have the jurisdiction to consider rates for jobs that are outside the Company or outside of the bargaining unit.

ARTICLE 25 - RETIREMENT PLAN

25.01 The Company agrees to make available to employees certain retirement benefits, in accordance with the terms, and subject to the eligibility requirements set forth in a booklet entitled "Grace – Your Pension Plan" ("Retirement Plan") which is incorporated by reference herein. No changes to the Retirement Plan other than improvements may be made during the course of this Agreement unless mutually agreed upon.

25.02 Upon retirement, provided the employee has attained age sixty-two (62) and has not less than ten (10) years service with the Company, he/she will receive a retirement allowance of two thousand dollars (\$2,000.00). The Company shall pay out the retirement allowance on a separate cheque.

25.03 The Company agrees to provide reasonable advance notice to the Union of any election of Pension Board members. If any bargaining unit employee runs and is elected to the Pension Board, the Company agrees to pay such employee's reasonable expenses for attendance at the Pension Board meetings.

ARTICLE 26 - GROUP INSURANCE

26.01 The Company agrees to make available to employees supplementary hospital and health care insurance, dental assistance, temporary disability

insurance, life insurance, accidental death and dismemberment insurance, long term disability benefits and vision care benefits in accordance with the terms and subject to the eligibility requirements set forth in a document entitled "Grace Canada, Inc., Construction Products Division – Ajax Plant – Hourly Union Employees (Ontario), Group Policy No. 83979-11", which is incorporated by reference herein, except as otherwise provided for in this Agreement. This document may not be changed except by mutual agreement.

Life Insurance

Effective November 1, 2016, increase to \$42,000.00.

Accidental Death and Dismemberment

Effective November 1, 2016, increase to \$35,000.00

Supplemental Health Care Benefits (page Q-2, Eligible Expenses)

The services of the following practitioners will be paid at the rate of 80% per visit from the initial visit subject to a calendar year maximum of \$500 for each practitioner.

- a chiropractor*, including one x-ray examination per calendar year limited to \$50;
- an osteopath*, including one x-ray examination per calendar year limited to \$50;
- a naturopath*, including one x-ray examination per calendar year limited to \$50;
- a podiatrist*, including one x-ray examination per calendar year limited to \$50;
- and
- a Christian Science practitioner*

*physician's prescription not required.

Drug Cards

Employees, spouses, and eligible dependents over 19 will be issued Pay Direct Drug Cards for submitting claims for prescription drugs.

VISION CARE

Employees and eligible dependents will be entitled to Vision Care Benefits, up to a maximum of \$325.00 per 24-month period, until employee reaches age 65. Vision care coverage will include one eye exam every twenty-four (24) months.

ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM

27.01 Employees and dependents are eligible for benefits in accordance with the terms set forth in the brochure entitled: “Employee Assistance Program FGI”, which is incorporated by reference herein.

ARTICLE 28 – EDUCATIONAL REFUND PROGRAM

28.01 Employees may be eligible to participate in the Company’s Educational Refund Program in accordance with the terms and subject to the eligibility requirements of that Program, a copy of which is attached hereto and incorporated by reference herein as Exhibit A-1 and A-2.

ARTICLE 29 – SAVINGS AND INVESTMENT PLAN (SP)

29.01 Participation will be permitted in accordance with the SP booklet “Fidelity Investments Pamphlet Documentation”, and subject to the following conditions:

The Company will continue to make the SP available as said SP may be modified or amended from time to time at the Company’s sole discretion, for as long as it makes the SP available to certain other employees of Canadian subsidiaries of Grace Canada, Inc. who are not covered by this Agreement, and on the same terms and conditions as it makes the SP available to such other employees.

The Union hereby specifically acknowledges and agrees that the Company has the unilateral right to revoke, terminate, suspend or modify the SP, and interpret and apply the SP terms, at any time, including during the term of this Agreement, in its sole discretion.

The Union hereby waives all rights or claims of right to bargain collectively with respect to the SP or any similar, supplementary or substitute SP, or with respect to the application, interpretation, amendment or termination of said SP, and further agrees that it will not attempt to require the Company to bargain over such matters.

The Company agrees to advise the Union of any changes to the SP adopted by the Grace Board of Directors.

ARTICLE 30 – VOLUNTARY GROUP ACCIDENT

30.1 The Company agrees to make available to employees certain voluntary group accident insurance benefits, in accordance with the terms, and subject to the eligibility requirements set forth in a booklet entitled “Voluntary Group Accident Insurance Program for Employees of Grace Canada Inc. – Policy PAI 9102904, which is incorporated by reference herein.

ARTICLE 31 - SICK LEAVE

31.01 All employees, who have completed one (1) year of employment, shall receive twelve (12) sick days (96 hours) on December 1st of each year. Sick days can be accumulated to a maximum of thirty (30) days and employees will cash out all accumulated sick days in excess of thirty (30).

Employees leaving the Company for other than just cause discharge will be paid their accumulated sick days. In such case, sick leave calculation for the current year will be calculated on a pro-rated basis at one (1) day per month of completed service.

Employees, on approved absences, who do not draw sick pay will maintain their sick days to the thirty (30) mentioned above. For each day of sick pay received during the year the employee will have two (2) days deducted from their banked days and in any month where there is an absence of two (2) days or more (except for Union leave, bereavement, jury and witness, vacation and holiday), employees will have two (2) days deducted from their banked days. In any instance of sickness for less than one (1) shift and sick pay is drawn, it will be considered one (1) full day and two (2) banked days will be deducted.

Employees can cash in up to ten (10) days at their basic rate of pay of their accumulated sick days each November 30th. The remainder will accumulate to the next year. "Year" as used in Article will be from December 1 to November 30.

Employees who call in sick must take that day as a sick day with pay and will have two days deducted from their banked days.

31.02 Twelve (12) hour employees on continental shifts would have the option of getting twelve (12) hours pay when off sick and having deducted three (3) banked days or getting eight hours pay and deducting two (2) banked days.

31.03 When any absence, due to sickness or accident is not covered for payment by either the Weekly Indemnity or Worker's Compensation, employees may draw on time so accumulated as follows:

First to seventh day - One (1) full day's pay

The balance of accumulated Sick Leave will be applied and paid on the full daily rate for each day that the employee's absence exceeds the Weekly Indemnity period.

31.04 Any abuse of this benefit shall be cause for immediate discharge. A medical certificate is required to claim benefits when absence is of three (3) or more days duration. Employees must apply for sick leave credits on forms

supplied by the Company. A medical certificate may be requested at the discretion of the Company for any absence due to illness which occurs in two (2) consecutive months at a rate of two (2) days per month or more.

31.05. The Company shall post all Sick Leave entitlements of all seniority employees monthly. Any errors and or omissions shall be brought to the attention of management within twenty (20) days of the posting. If an employee fails to inform the Company of any errors, the posted hours shall be deemed to be correct. The exception to this rule will apply to any one that is off on Sick leave, WSIB, vacation and any other authorized leave of absence and cannot physically review said posting. Any errors noted upon their return shall be brought to the attention of management immediately but no later than two (2) weeks after their return. Failing to notify the Company of any errors within those two (2) weeks, the posted hours shall be deemed to be correct.

ARTICLE 32 - REPLACEMENT OF TOOLS

32.01 Where essential tools are not made available by the Company to employees in maintenance classifications, and it is necessary for such employees to supply their own tools, the Company agrees to replace such tools broken in the course of the Company's business notwithstanding reasonable care in their use.

32.02 In replacing tools so broken, the original value of the tool and its state of repair at the time it was broken shall be taken into consideration. Reimbursement will be limited to a maximum of \$150.00 per calendar year upon presentation of receipts for tools bought. Any amounts spent in excess of this amount will be reimbursed on a case by case basis at the plant manager's discretion.

32.03 Tools lost by an employee in any unreasonable manner shall be the employee's responsibility.

ARTICLE 33 - UNITED STEELWORKERS HUMANITY FUND

33.01 The Company agrees to pay to the United Steelworkers Humanity Fund \$750.00 each contract year. Such payment will be made payable to:

United Steelworkers Humanity Fund
c/o United Steelworkers
234 Eglinton Avenue East, Suite 800
Toronto, ON M4P 1K7

ARTICLE 34 - TERM OF THE AGREEMENT

34.01 This Agreement shall be effective as of August 1, 2016 and shall continue in effect until midnight July 31, 2019, and from year to year thereafter, unless either party gives written notice to the other of its intention to terminate the Agreement within ninety (90) days prior to August 1, 2019 or any date which is an anniversary date thereof.

34.02 The Union and the Company desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Company will print sufficient copies for distribution.

ARTICLE 35 - LEGALITY CLAUSE

35.01 It is mutually agreed that the provisions of the Agreement are severable so that if any provisions hereof shall violate any provision of the law, the remaining provisions of the Agreement shall not be affected. When any obligation of the Company herein is inconsistent with any obligation imposed by, or arising out of any agreement with and/or approved by, any Federal, Provincial agency, department or court, the latter obligation shall govern and the Company's conduct in fulfillment of such obligation shall not be construed as a violation of this Agreement. However, the Company shall give prompt notice to the Union whenever it appears that the pendency of any suit, charge or notice directed against the Company would effect the rights of employees established

under this agreement. Moreover, prior to entering into any settlement of the above matters which would affect the rights of employees under this Agreement, the Company shall fully discuss the matter with the Union in an effort to reach mutually satisfactory agreement on settlement terms.

Executed at Ajax this 24th day of January, 2016.

GRACE CANADA, INC. (GCP)
Grace Construction Products


Steven Boss, Site Manager

UNITED STEELWORKERS
on behalf of Local 2784


Earl Samuel, Union Chairperson


Roberto Olguin


Ron Johnson


Kevon Stewart, Staff Rep.

SCHEDULE I

GRACE CANADA, INC. (GCP)
(To be named in the future as "GRACE CANADA, INC.")
GRACE CONSTRUCTION PRODUCTS
AJAX PLANT

Increase hourly wage rates as follows:

Effective August 1, 2016 = 2%

Effective August 1, 2017 = 2%

Effective August 1, 2018 = 2%

Wage Progression Scale for all New Hires

The progression wage scale only applies to New Hire employees who are or who have been hired by the Company after July 31, 2013. The top rates, plant seniority, and the rate of all employees on the payroll as of July 31, 2013 will not be impacted by the implementation of this wage progression scale. Existing employees hired on or before July 31, 2013 who exercise their bumping rights and displace another employee during lay off periods (for example) shall automatically bump into the highest pay rate for the job. Any existing employee hired on or before July 31, 2013 who is transferred to another classification shall also receive the highest pay rate for the classification that he is moved into.

New Hires employees who have been hired by the Company after July 31, 2013, when moving to another job classification will maintain their progression status and will be paid at the rate that is determined by their seniority at that time.

% increase in Wage scale effective August 1st 2016			
Job	0-14 months of plant seniority (65%)	14-28 months of plant seniority (80%)	Top rate after 28 months of plant seniority and rate of all employees on payroll as of 7/31/13
*Millwright	\$32.78	\$32.78	\$32.78
*Maintenance	\$29.87	\$29.87	\$29.87
Lab Technician	\$18.42	\$22.67	\$28.34
Maintenance Helper	\$17.13	\$21.08	\$26.36
Monokote Operator	\$17.83	\$21.95	\$27.44
Shipper—Receiver	\$17.83	\$21.95	\$27.44
Shipper--Receiver	\$16.76	\$20.62	\$25.79
Utility	\$16.46	\$20.27	\$25.34
Summer Helper	\$14.90	NA	\$14.90

2% increase In Wage scale effective August 1st 2017			
Job	0-14 months of plant seniority (65%)	14-28 months of plant seniority (80%)	Top rate after 28 months of plant seniority and rate of all employees on payroll as of 7/31/13
*Millwright	\$33.44	\$33.44	\$33.44
*Maintenance	\$30.46	\$30.46	\$30.46
Lab Technician	\$18.79	\$23.12	\$28.91
Maintenance Helper	\$17.47	\$21.50	\$28.89
Monokote Operator	\$18.19	\$22.39	\$27.99
Shipper--Receiver	\$18.19	\$22.39	\$27.99
Shipper--Receiver Helper	\$17.10	\$21.03	\$26.31
Utility	\$16.79	\$20.68	\$25.85
Summer Helper	\$15.20	NA	\$15.20

2% increase in Wage scale effective August 1st 2018			
Job	0-14 months of plant seniority (65%)	14-28 months of plant seniority (80%)	Top rate after 28 months of plant seniority and rate of all employees on payroll as of 7/31/13
*Millwright	\$34.11	\$34.11	\$34.11
*Maintenance	\$31.07	\$31.07	\$31.07
Lab Technician	\$19.17	\$23.58	\$29.49
Maintenance Helper	\$17.82	\$21.93	\$27.43
Monokote Operator	\$18.55	\$22.84	\$28.55
Shipper-Receiver	\$18.55	\$22.84	\$28.55
Shipper--Receiver Helper	\$17.44	\$21.45	\$26.84
Utility	\$17.13	\$21.09	\$26.37
Summer Helper	\$15.50	NA	\$15.50

*Millwright and Maintenance classifications not subject to the wage progression

Company will pay Lab Technician relief, when assigned, \$0.83/hr. premium (eighty-three cents) Trainee rate for a bid up position is 15 cents per hour less than job rate. Training period will be up to 40 working days.
 Skilled positions recruited from outside the bargaining unit will start .40 cents below the job rate for the probationary period.

Afternoon Shift Differential	\$0.50
Night Shift Differential	\$0.55

Positions of relief can only be filled from the utility classification with the exception of classifications that have helper positions.

EXHIBIT A-1

CERTIFICATE FOR TUITION REIMBURSEMENT

**You Are Invited to Apply
For Tuition Reimbursement
Through GCP Educational Refund Policy**

PROGRAM

The Education Refund Policy is designed to provide all employees with an opportunity to benefit themselves and the Company by up-grading and expanding their skills through continuing education.

ELIGIBILITY: All Grace Canada, Inc. GCP full-time permanent employees, with satisfactory job performance.

REIMBURSEMENT: Courses must be either directly related to your current job, or be part of a degree program for which the Division normally recruits.

100% of tuition, registration and laboratory fees following successful completion of pre-approved courses. Maximum of two (2) courses per semester.

PROCEDURE: Prior to the start of the course, complete a "Request for Education Refund" form, and submit it to your immediate Supervisor. Upon recommendation by your Supervisor and the Human Resources Manager, and approval by your Departmental Head, the form is returned to Human Resources and you are notified of its status.

Upgrading and expanding your skills will lead to a better job performance and increases your promotional opportunities.

Everyone benefits!

EXHIBIT A-2

REQUEST FOR EDUCATION REFUND

(Prior Management Approval is Mandatory)

Name: _____ DEPT.: _____
LOCATION: _____

A. EMPLOYEE COMPLETES:

I am applying for a refund for:

	COURSE TITLE	INSTITUTION	DATES MO. DA. YR. To MO. DA YR.
1.	_____	_____	_____
2.	_____	_____	_____

The above courses are:

_____ Directly job related.

_____ Required for the degree _____
(State Field)

Notice of my acceptance into degree program is _____ attached, _____ has been previously documented.

ESTIMATED COSTS: TUITION \$ _____ ADMINISTRATION FEE: \$ _____

EMPLOYEE SIGNATURE: _____ DATE: _____

B. ROUTING:

DATE: _____

1. RECOMMEND: Supervisor _____

2. APPROVE: Dept. Head _____

3. FINAL: H.R. Manager _____

C. REFUND:

This application is approved and the applicant has passed the course satisfactorily. Please process an EDUCATIONAL REFUND IN THE AMOUNT OF: \$ _____.

H.R. SIGNATURE: _____ DATE: _____

DEPARTMENT CHARGE #: _____

EXHIBIT B

LETTER OF UNDERSTANDING

Student Hiring

The Company may hire or rehire students for a maximum period of five (5) months from April 1st to September 1st.

An amount equal to Union dues will be deducted and remitted to the USW.

No provision of the Collective Bargaining Agreement shall apply to Students.

Student pay will be as per the probationary rate of the Collective Bargaining Agreement.

If students are hired as a regular employee, the hours he worked as a student employee will not count for seniority or probationary purposes under this agreement.

FOR THE COMPANY



Steven Boss, Site Manager

FOR THE UNION



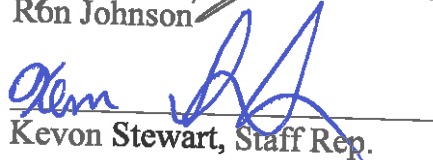
Earl Samuel, Union Chairperson



Roberto Olguin



Ron Johnson



Kevon Stewart, Staff Rep.

Dated this first day of ~~August~~ ²⁸ 2016

January - 24th - 2017

EXHIBIT C

LETTER OF UNDERSTANDING

Contracted Millwrights

~~August 1, 2016~~ *as*

January - 24th - 2017

It is agreed by the Company and the Union that from time to time the Company will be using contracted millwrights in the plant for project work but not setting a precedent for sustained maintenance work.

FOR THE COMPANY



Steven Boss, Site Manager

FOR THE UNION



Earl Samuel, Union Chairperson



Roberto Olguin



Ron Johnson



Kevon Stewart, Staff Rep.

LETTER OF UNDERSTANDING
BETWEEN:

U.S.W.A. Local 2784

-and-

GRACE CANADA, INC. (GCP)

GRACE CONSTRUCTION PRODUCTS

SPECIALTY TRAINING PAY

It is agreed between the parties to this Agreement as follows:

Training pay only covers a skill set that is covered by a provincial license or an accredited community college certificate.

The training skill required will be selected by the Company for plant utilization.

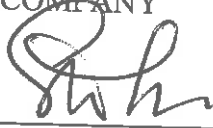
The training pay will only be applicable to the millwright classification and to a successfully licensed or accredited employee.

Employees in the millwright classification will be offered training pay license or accredited opportunity based upon seniority, skill and ability.

The successfully licensed or accredited employee will be entitled to an additional hourly wage rate of (seventy-five) \$0.75 cents per hour.

DATED at Oshawa, Ontario to this ^{24th} ~~1st~~ day of ~~August~~ ^{January}, ~~2016~~ ²⁰¹⁷.

FOR THE COMPANY



Steven Boss, Site Manager

FOR THE UNION



Earl Samuel, Union Chairperson



Roberto Olguin



Ron Johnson



Kevon Stewart, Staff Rep.

LETTER OF UNDERSTANDING

Re: Day of Mourning

January - 24th - 2017
~~August 1, 2016~~ *JS*

The Company and the Union agree to continue the past practice of recognizing April 28th as the Annual Day of Remembrance for workers killed or injured on the job. The employer agrees to stop work and provide two minutes of silence at 11:00 a.m. in memory of workers killed or injured on the job.

FOR THE COMPANY



Steven Boss, Site Manager

FOR THE UNION



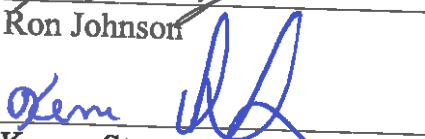
Earl Samuel, Union Chairperson



Roberto Olguin



Ron Johnson



Kevon Stewart, Staff Rep.

AGREEMENT TO WORK EXCESS HOURS
Between
GRACE CANADA INC., GRACE CONSTRUCTION PRODUCTS (GCP)
(the "Company")
-and-
United Steelworkers Union on Behalf of Local 2784-06 (the "Union")

Re: – The Employment Standards Act, 2000 (hereinafter the "Act")

Effective March 1, 2005, for most employees in Ontario, the maximum number of hours that an employee is permitted to work is 8 hours in a day and 48 hours in a week, unless exceptional circumstances as defined in section 19 of the Act apply. However, employees may choose to agree to work more than 48 hours in a week if there is an agreement in writing with the employer to such hours.


Pursuant to the amendment to the Act affecting hours of work, the Union agrees that its members may work hours in excess of the normal daily limit of eight (8) hours per day as stipulated in the Collective Agreement up to twelve (12) hours per day, and in excess of the weekly limit of forty-eight (48) hours per week, up to sixty (60) hours per week.

Bargaining unit members will continue to be compensated at an overtime rate as outlined in the Collective Agreement and there will be no change to the procedure currently in place for determining eligibility for overtime opportunities. This Agreement shall not change or modify any of the terms or conditions of the Collective Agreement currently in place.

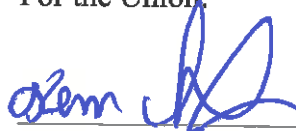
By entering into this agreement, the understanding in principle is for members to have the ability and opportunity to legally work above and beyond the legal requirements of twelve (12) hours per day, and in excess of the weekly limit of forty-eight (48) hours per week, up to sixty (60) hours per week. By entering into this agreement, the parties acknowledge that members of the bargaining unit shall not be required to mandatory work overtime.

This Agreement shall be in effect for the term of the Collective Agreement from August 1st, 2016 until July 31st, 2019.

For the Company:



For the Union:


_____

January-24-2017¹⁴
~~August 1, 2016~~ 05

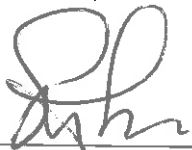
MEMORANDUM OF AGREEMENT — Temporary Plant Workers

The Company and the Union agree that the plant's operations currently require the utilization of some temporary workers. The role of temporary workers is to cover for absences in bargaining unit employees, whether by scheduled or unscheduled leaves or absences, temporary production needs and spikes in production or workload up to 90 days, or coverage of shifts where overtime has been offered to regular employees. There should not be more than 2 temporary employees on any crew, except in emergencies or exceptional circumstances, including weather emergencies, when full staffing is not available. Temporary workers shall not operate any machinery in the plant and will only perform utility duties excluding forklift duties.

This allows the Company to review the performance of the temporary employees and assess whether they may be suitable for employment. All temporary workers will cease their employment with Grace Canada after 90 days of being employed. If the Company chooses to continue their employment, the time spent as a temporary worker shall be deemed to be the probationary period.

Whether they are contract or direct labour, the Company will review their assessment with the Union regularly and seek input.

For the Company:



For the Union:

