

THIS AGREEMENT ENTERED INTO THIS 5th DAY OF JULY, 2017

BETWEEN:

BURNCO ROCK PRODUCTS LIMITED
Mixer Drivers
Greater Calgary Area
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART.

JUNE 1, 2017 – MAY 31, 2020

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WITNESSETH that the Parties hereto, hereby agree as follows;

PREAMBLE - It is the intent and object of this Agreement that the Company and the Union co-operate to obtain efficient and unrestricted operation of the industry; to promote peaceful and harmonious relations between the Company and its employees, to provide for the amicable settlement of all disputes and grievances, and to establish rates of pay, hours of work, and other conditions of employment to be observed between the Parties hereto.

ARTICLE NO. 1 - BARGAINING AGENCY

The Union is recognized by the Company as the sole bargaining agent for a unit of employees comprising Mixer Drivers, as set out in Alberta Labour Relations Board Certificate Number 162-2002 including Calgary, Okotoks, Cochrane and Airdrie Concrete Plants. The Company shall not hereafter be obligated to deal with its employees, either individually or in groups, as to matters within the purview of this Agreement, but shall deal only with the duly authorized representatives of the Union.

ARTICLE NO. 2 - UNION SECURITY

- 2.1 Each new employee, following thirty (30) calendar days of employment, shall, as a condition of employment, become and remain a member in good standing of the Union, for the duration of this Agreement, or while he is an employee covered by the terms and conditions of this Agreement.
- 2.2 The Company shall, on the first pay period of each month, deduct from each member of the bargaining unit who has been employed by the Company, the regular Union Dues of the Union, and remit same together with a list of the names of the employees from whom the deductions were made to the Secretary-Treasurer of the Union.
- 2.3 The Union will supply the Company with application forms for Union membership and dues deduction, which shall be signed by all new employees on the day on which the new employee is hired. All completed copies of the application for membership forms shall be returned to the Union, and shall serve as notification of commencement of employment.
- 2.4 The amount deducted for Union dues, will be indicated in the appropriate box on the employee's T-4 taxation slip.

ARTICLE NO. 3 - CHECK-OFF OF INITIATIONS

The Company will deduct the employee's initiation fee and/or assessments levied by the Union in accordance with the Union's Bylaws, and remit same together with a list of the names of the employees from whom the deductions have been made to the Secretary-Treasurer of the Union without delay.

ARTICLE NO. 4 - HOURS OF WORK

- 4.1 (a) The regular hours of work for all employees shall be:
 - Daily maximum Monday through Saturday inclusive - eight (8) hours per day.
 - Weekly maximum - forty (40) hours per week, calculated on actual hours worked, not including sick days, vacations, etc.

(b) **Overtime** - All hours worked in excess of the daily or weekly maximum will be overtime, and paid for as follows:

Monday through Saturday – over eight (8) hours per day, one and one-half (1 ½) times the regular rate of pay. - the greater of the hours worked in excess of eight (8) hours per day, or the hours worked in excess of forty (40) hours in total per week, shall be paid at one and one-half (1 ½) times the regular rate of pay.

Sunday & Statutory Holidays - two (2) times the regular rate of pay per all hours worked, when shift commences on a Sunday or Statutory Holiday. When Sunday work occurs, every effort will be made to utilize volunteers. If not enough volunteers are available, “force ins” will commence with the most junior driver. If an employee is forced in on Sunday, they will not be forced to work on Monday.

(c) **Rest Period** - there shall be a nine (9) hour rest period between the end of one shift and the beginning of the next shift. If the employee is scheduled to work before nine (9) hours has elapsed, he must notify his supervisor and dispatch of the time that he will be able to commence work. He must remain off duty until he has had nine (9) hours of rest. If the employee has not had nine (9) hours of rest, he must notify his supervisor and dispatch that he cannot commence the next shift, and he must remain off duty until the completion of his rest.

4.2 Employees instructed to report for duty shall be booked in immediately on so reporting, and shall be paid a minimum of five (5) hours pay if the employee commences work, or two (2) hours at the employee’s regular rate of pay, if the employee is unable to commence work.

4.3 Should drivers be required to work at another location and stay overnight, then the Company will supply room and board to such drivers.

4.4 All newly hired regular employees shall be considered probationary employees for the one hundred and twenty (120) calendar days of employment. This may be extended upon mutual agreement between the Company and the Union.

ARTICLE NO. 5 - CLASSIFICATION AND RATES OF PAY

5.1 The minimum rates of pay and classification of employment are as follows:

CLASSIFICATION	JUNE 1/17 0%	JUNE 1/18 0%	JUNE 1/19 2.5%
Tandem	\$34.70	\$34.70	\$35.57
Tri-Drive	\$35.06	\$35.06	\$35.94
5 Axle	\$35.46	\$35.46	\$36.35
6 Axle	\$35.74	\$35.74	\$36.63
Reimer Mixer	\$35.46	\$35.46	\$36.35

It is mutually agreed that in the event the Company obtains a contract with any Provincial, Federal, Municipal, or other body, requiring the payment of a wage schedule which is in excess of the hourly rates agreed upon in this Agreement, then such wages shall apply only for the duration of such contract.

- 5.2 BURNCO Rock Products Ltd newly hired ready mix drivers will be required to participate in and pass program requirements in the Company's Top Drum Training Program. Employees will have the option to accelerate the completion of this program. The mileposts to earn rate increases include:
- newly hired start at \$5.00 per hour less than full wage rate
 - completion of mileposts 1 & 2 - rate increase of \$2.00 per hour
 - completion of mileposts 3 to 5 - rate increase of \$1.50 per hour
 - completion of remaining mileposts 6 & 7 - driver is at full wage rate
- 5.3 **Differential** - A differential, of one dollar (\$1.00) per hour higher than the employee's regular day shift rate, shall be paid to all truck drivers working on shifts starting between 1:59 pm and 4:59 am.
- 5.4 If a driver requests appropriate equipment for test purposes to upgrade his license or for license renewal, it shall be provided by the Company, if and when available.
- 5.5 **Bereavement Leave** - Regular active employees who have completed one (1) or more years of service with the Company shall be entitled to Compassionate Leave as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request, an appropriate leave of absence. If the employee attends the funeral, he/she shall be compensated for hours lost from his/her regular schedule, which shall normally be Monday through Friday (Saturday shall be included if the employee would have been scheduled to work on that day). One of these days shall be the day of the funeral. Maximum compensation shall be eight (8) hours per day, for three (3) days. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, sister, brother, grandchildren, legal dependents and corresponding common law step relationships.

Extended family is defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and corresponding common law and step relationships.

In the event of an Extended Family death, Eligible Employees shall be paid for one (1) day taken off at their normal salary for attendance at the funeral. Hourly paid Eligible Employees shall be paid for a maximum of eight (8) hours at regular rates for this absence.

ARTICLE NO. 6 - ANNUAL VACATIONS

- 6.1 Vacation pay shall be accrued for all employees covered by this Agreement, at the following rates:
- (a) Employees with up to three (3) years service will be paid vacation pay at the rate of four percent (4%) of gross earnings.
 - (b) Employees with over three (3) and up to twelve (12) years service will be paid vacation pay at the rate of six percent (6%) of gross earnings.
 - (c) Employees with over twelve (12) years service, will be paid vacation pay at the rate of eight percent (8%) of gross earnings.
- 6.2 Employees covered by this Agreement shall receive time off for an annual vacation as follows:
- (a) Upon completion of one (1) years' service, and each year thereafter up to the third (3rd) year of employment, employees shall receive two (2) weeks annual vacation.

- (b) Upon the completion of three (3) years' service and each year thereafter up to the twelfth (12th) year of employment, employees shall receive three (3) weeks annual vacation.
- (c) Upon the completion of twelve (12) years' service and each year thereafter, employees shall receive four (4) weeks annual vacation.

6.3 An employee's seniority date shall determine the number of years of service.

6.4 The timing of vacations shall be fixed by the Company, in order to maintain efficient and continuous operation of its business. Not more than ten percent (10%) of the drivers will be on vacation at any one (1) time and will be coordinated with the A-B-C-D list. Preference of vacation time shall be given to senior employees. If your approved holidays do not include your regular scheduled Saturday off it is forfeited for that month.

Preferred vacation schedule lists shall be posted by January 5th of each year, and employees shall designate their preferred vacation period on these lists, not later than February 28th of the current year. If an employee fails to designate their preferred vacation period on these lists within the prescribed time period, vacation time shall be scheduled at the Company's discretion. The Company shall post the adjusted vacation schedule lists by April 1st, and this schedule shall remain posted for the balance of the year.

In the summer period of July and August, employees with one to ten (1 – 10) years service may book one (1) week vacation, subject to the ten percent (10%) policy. In the summer period of July and August, employees with ten or more (10+) years service may book two (2) weeks' vacation, subject to the ten percent (10%) policy.

Any extension to this must be approved by the Company.

6.5 All vacation pay which has been accrued under Section 6.1 above, will be paid to the employee on the payday immediately following the commencement of his vacation, through the direct deposit system, unless otherwise requested in writing.

6.6 All accrued vacation pay will be paid out on the last pay period in October.

ARTICLE NO. 7 - STATUTORY HOLIDAYS

7.1 The eleven (11) recognized holidays shall be:

New Year's Day	Labour Day	Family Day
Thanksgiving Day	Victoria Day	Boxing Day
Remembrance Day	Christmas Day	Canada Day
Civic Day (August)	Good Friday	

7.2 Employees shall receive eight (8) hours pay at their regular classification rate for the holidays listed above.

7.3 Employees, absent from duty for other than proven sickness, and/or Company authorization, on the day before and/or the day after the holiday, shall not be paid for the holiday.

No Statutory Holiday pay will be provided to employees working less than thirty (30) days in the previous twelve (12) months, in accordance with Provincial labour regulations.

- 7.4 In the event any of the above-mentioned holidays fall during an employee's annual vacation, he shall be given a day in lieu of, to be taken at a mutually agreeable time.
- 7.5 If the Federal or Provincial governments declare any additional Statutory holiday, the Company agrees to pay according to Section 7.2 above.
- Should the Federal or Provincial governments rescind any of the eleven (11) recognized Statutory holidays listed in Section 7.1, then the Company shall cease recognizing and paying for such rescinded holiday(s).
- 7.6 No work shall be performed on Labour Day, except where the safety of life or property make it necessary.
- 7.7 If an employee is absent from work, and is collecting Health and Welfare, W.C.B. or E.I. benefits, he shall not be entitled to receive payment for the Statutory holiday while receiving any of these benefits.
- 7.8 If an employee has been laid off seven (7) calendar days prior to a recognized Statutory holiday, he shall not be paid for the holiday. If the employee is recalled to work, and works the day immediately following the holiday, he shall receive payment for that holiday.
- 7.9 For the purpose of calculating overtime eligibility, hours paid for Statutory Holidays shall be included as hours worked.

ARTICLE NO. 8 - SHOP STEWARDS

- 8.1 There may be elected from the employees, by the employees, such number of Shop Stewards as the Union may determine, who shall perform such functions as the Union may assign to them, provided the duties of the Shop Stewards shall not conflict with their regular employment, and duties with the Company.
- 8.2 The Union and its representatives shall not interfere with any employee or group of employees during working hours, without the consent of the proper official of the Company.
- 8.3 Shop Stewards will not lose any pay while performing duties as a Shop Steward, attending discipline and grievance meetings. During collective bargaining, Shop Stewards will be paid by the Union.

ARTICLE NO. 9 - PAYMENT CONDITIONS

- 9.1 Wages shall be paid every second Friday, with the net pay being directly deposited into a bank account of the employee's choice through the Company's direct payroll deposit system.
- 9.2 Not more than nine (9) days pay may be held back, making the pay period cut-off the second Wednesday prior to the payday.
- 9.3 When an employee is temporarily or permanently laid off, wages earned to the day of layoff plus all accrued vacation pay, will be paid on the next regular payday through the direct payroll deposit system. The record of employment form for Unemployment Insurance purposes will be issued no later than that payday.

ARTICLE NO. 10 - SENIORITY

10.1 Seniority shall be based on the length of continuous service an employee has been on the payroll, in the bargaining unit covered by this agreement subject to Section 10.2 of this Article.

There shall be a master seniority list as well as separate seniority lists for each location - Calgary, Okotoks, Cochrane and Airdrie.

All mixer operators shall be called in according to agreed-upon seniority rules which will form part of this Agreement. These rules will be subject to change upon mutual agreement by the Company and the Union.

10.2 An employee shall lose all seniority rights for any one or more of the following reasons:

- a) voluntary resignation
- b) discharge for cause
- c) failure to return to work after layoff, under Section 10.3 of this Article, and/or
- d) layoffs of more than six (6) months. Any employee laid off for six (6) months or more shall be removed from the seniority list and the Company shall be under no further obligation to such employee, and their employment is terminated.

10.3 Ability, competency, efficiency and seniority, within the departments will be the criteria used in determining layoffs, re-hiring, and filling vacant or new positions. The Union recognizes that the first three of these criterions will govern in the case of grievances.

10.4 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised on the first day of June each year, and will have the employee's start date indicated. Any errors shall be reported to the Shop Stewards for correction.

10.5 a) Leave of Absence - April 1st to October 31st

During the period of April 1st to October 31st, requests for leave of absence for reasons other than ill health shall be in writing, and will consist of a maximum of thirty (30) days. Any extension of leave of absence over thirty (30) days shall be in writing, and agreed upon by the Union, the Company and the employee concerned.

b) Leave of Absence – November 1st to March 31st

During the period of November 1st to March 31st, requests for leave of absence for reasons other than ill health shall be in writing, and will consist of a maximum of one hundred and fifty (150) days.

A leave of absence will not extend beyond March 31st unless agreed to by the Union, the Company and the employee concerned.

If an employee returns to work before his leave of absence has expired, he will remain at the bottom of the seniority list until such leave of absence has expired.

Leave of absence shall be granted on a seniority basis.

- 10.6 a) When an employee within the bargaining unit covered by this Agreement, receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may continue to accumulate his seniority for a maximum of one hundred and eighty (180) days, within the former unit. He shall accumulate no further seniority while outside the bargaining unit.

The Company will deduct and remit the employee's Union dues during this one hundred and eighty (180) days.

When an employee receives such leave of absence a notice will be posted on the bulletin board advising the effective dates of such leave.

- b) At the end of this period of one hundred and eighty (180) days, the employee must exercise his seniority rights by returning to his former unit, or relinquish all seniority rights.
- c) Seniority rights relinquished under (b) above, may be reactivated where the Company meets the following condition:

Should the Company permanently discontinue the position or job to which the employee was promoted, such employee may return to his former unit with the seniority that he had previously accumulated while in the bargaining unit, plus a maximum of one hundred and eighty (180) days seniority accumulated while on leave of absence to take the position outside the bargaining unit.

ARTICLE NO. 11 - GENERAL

- 11.1 The Union recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitment, and it recognizes its right to judge ability, competency, and efficiency of its employees, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. Management shall exercise its rights in a fair and non-discriminatory manner.

- 11.2 The Company shall have the right to discipline, demote, and discharge employees providing there is proper cause.

- 11.3 The Company may determine the number of men necessary for any function or operation, and in any emergency may assign any employee to any work.

An employee on a workers compensation claim, deemed capable by his Doctor for alternate work, will be assigned meaningful duties at the discretion of the Company.

- 11.4 **Coffee Break** - The Company shall provide facilities for coffee at the Concrete Plant. An employee shall be allowed one (1) coffee break during both the first and second half of any shift, provided that no major production facility is affected. Breaks will be provided as per the Alberta Employment Standards Code at the convenience of the Company, on Company premises, unless otherwise directed or approved.

- 11.5 **Travel Allowance** - Employees required to drive their own vehicles to a location outside the geographic area defined by the certificate in Article No. 1, will be paid forty-five cents (\$0.45) per kilometre for the distance from the closest certificate-defined location to a non-certificate plant-site location.

11.6 Call-In

- (a) Seniority will be used on call-in, in accordance with the seniority rules.
- (b) Start Time: When employees are required to attend a meeting or training, directed by the Company, their start time for that day will be the scheduled start of the meeting or the training.
- (c) The Company will not send home a senior employee with less than eight (8) hours of work, while a junior employee on the same shift continues to work, providing that a changeover in equipment can reasonably be made without extra cost to the Company.
- (d) Providing that a changeover in equipment can reasonably be made without extra cost to the Company, the first load to be delivered on overtime shall be allocated on the basis of seniority, provided that the drivers involved have completed their regular shifts. Subsequent loads will be allocated based on management's discretion. End of day - whenever possible, washout allocation shall be governed by seniority.
- (e) In order to optimize the efficiency of deliveries, drivers from other locations may be required to deliver concrete from a plant location before all drivers assigned to that location have been called to work. It is the Company's intention to minimize this occurrence and to balance any such deliveries through reciprocation at a future date. Dispatchers will keep track of such deliveries and make this information available to drivers upon request.
- (f) When drivers are brought in for a second shift, the Company will send drivers from the first shift home in a fair and equitable manner.

Drivers scheduled for a late/night shift while qualified junior drivers work, will be guaranteed eight (8) hours pay for that shift, if that shift is cancelled.
- (g) Non-Company mixers will not be used to deliver concrete to Company customers while Company mixers are available to haul, provided this can be done without incurring extra cost to the Company.
- (h) Drivers who may be required to work on a Saturday, will be selected, firstly by way of drivers who have not worked thirty-two (32) regular hours in the week, then by volunteers, starting with the most senior driver and then by forcing remaining drivers, starting with the most junior driver.

Driver assignment for Sunday and/or Statutory Holidays will be selected firstly by volunteers starting with the most senior drivers, then by forcing remaining drivers, starting with the most junior drivers.
- (i) An A-B-C-D list will be established on January 1st of each year from the current plant seniority lists of active drivers and used to guarantee each driver one (1) weekend off in every four (4) week period. Each driver will be assigned A, B, C or D by starting at the most senior position and rotation in descending order (1-A, 2-B, 3-C, 4-D, 5-A, 6-B, etc.) Weekends will be designated in descending order and no driver will be forced to work on his designated weekend off, (except as outlined for vacations in 6.4) but may volunteer. New hires will be assigned firstly to keep groups balanced and then by continuing the rotation. Any exceptions must be approved by a supervisor.
- (j) Saturday call in will be posted by 18:00 hours on Friday, or drivers will be released.

- 11.7 The Company agrees to implement the Prairie Teamsters Health and Welfare Plan. (Appendix "A")
- 11.8 When an employee requests time off for a doctor's appointment, reasonable effort must be made to see that he is given adequate time off as required. BURNCO Rock Products Ltd.'s employees' health, well being, and personal safety must be given first consideration.
- 11.9 Teamsters may be required to perform other functions related to the Ready Mix Concrete industry, consistent with consideration for age and physical ability; these duties will not be based on seniority, and will not be more than five (5) consecutive days without a leave of absence.
- 11.10 All employees are expected to abide by the rules outlined in the Safe Practices manual and Code of Conduct, provided by BURNCO Rock Products Ltd. All employees must provide a current address and phone number to their immediate supervisor and to the Payroll Department, when a change occurs. The Company will not assume any responsibility for costs or inconvenience caused to the employee if the information is not updated.
- 11.11 **Accidents-** Employees involved in vehicular accidents may be requested by the Company to attend a driver improvement course. The fee for any such course will be paid by the Company. Employees will not be compensated for any time spent at such courses, unless such employees would normally be required to drive a mixer truck.
- 11.12 Appendix "B" consists of a letter of understanding relating to Union Projects.
- 11.13 **Health and Welfare Protection** - When an employee goes off work ill, or on Compensation, the Company shall continue to pay their Health and Welfare premiums, so that the employee shall be protected to the utmost, provided that:
- a) the employee reimburses the Company for such contributions normally paid by said employee, and is at no time more than three (3) months in arrears, and:
 - b) the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties. When an employee returns to work, the Company shall deduct from earnings, any monies the Company has paid out in respect of these contributions.
- 11.14 **Safety Boots** – Effective date of ratification, the Employer will reimburse each active employee for the cost of one (1) pair of approved safety boots, to a maximum of one hundred and fifty dollars (\$150.00) once per calendar year. Employees must submit a receipt verifying the cost and date of purchase.
- 11.15 An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union, when requested. When discipline is contemplated, an employee called before Company officials will have Union representation, unless declined by the employee.
- 11.16 Employees recognize their duty to be fit for work which includes but is not limited to the following: they have had proper rest, they are free of alcohol and/or drugs, and they have reported any prescription drugs that may impair their ability to perform their duties. They will perform their duties as assigned and conduct themselves in a professional manner that is consistent with the expectations outlined in "BURNCO's Mission, Vision, and Values".
- 11.17 **Alcohol and Drug Testing**
- BURNCO will follow the *Canadian Model for Providing a Safe Workplace* and the Company Alcohol and Drug Policy.

11.18 Medical Examination

The Company may require any employee to undergo a medical examination, for work related issues, by a doctor selected by the Company and the employee will promptly comply. The Company shall give the employee at least twenty-four (24) hours' notice of the examination. If the employee is required to miss work time that the employee was scheduled to work in order to attend the examination, the Company shall compensate the employee for that lost work time, which shall not exceed eight (8) hours per day at the employee's regular straight time rate of pay. The cost of the medical examination will be paid by the Company.

Where the employee is required to provide a medical certificate or report to verify a questionable absence(s) from work due to illness or injury or to confirm that the employee is medically fit to return to work and perform the work, the employee shall be responsible for the cost of obtaining that documentation.

An employee absent due to illness or injury shall regularly update the Company on the employee's return to work status, including the next scheduled medical appointment, possible return to work date and any work restrictions, if applicable.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

All questions, disputes, and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustments and settlements shall be as follows:

STEP 1 - Any grievance of an employee shall first be taken up between such employee and the Supervisor.

Time limit to institute a grievance - (a) Termination or layoff - five (5) days
(b) All others - ten (10) days

STEP 2 - Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union, or Shop Steward, and the Supervisor.

STEP 3 - Failing settlement under Step 2, such grievance and any question, dispute, or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing, and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative authorized by the President of the Company.

STEP 4 - Failing settlement under Step 3, the matter will be taken up in presentation to a Board, consisting of two (2) members selected by the Union, and two (2) Company members appointed by the President of the Company.

STEP 5 - Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and the Company.

It is the intention of the Parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The Parties shall act on good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

ARTICLE NO. 13 - AMENDMENTS AND TERMINATION

- 13.1 This Agreement shall remain in full force and effect from the first (1st) day of June 2017, until the thirty-first (31st) day of May 2020, and from year to year thereafter, except as herein after provided.
- 13.2 If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing such amendments shall give the notice in writing to the other Party, not less than sixty (60) days, and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Agreement.

SIGNED THIS _____ DAY OF _____ 2017

ON BEHALF OF THE COMPANY:
BURNCO Rock Products Limited

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Beverly Yelich
Director, Human Resource

Bernie Haggarty
Business Agent

Norman Kuntz
District Manager, Calgary Ready Mix

Todd Hanson, Operations Manager
Ready Mix Division

APPENDIX "A"

HEALTH AND WELFARE

1. The Company shall provide the Prairie Teamsters Health and Welfare Plan to all employees or members of the Union and eligible dependents coming under the jurisdiction of this Agreement.
2. Any regular employee or member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan shall join the Plan on the first day of the month immediately following thirty (30) calendar days from the date of employment with the Company.
3. It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf, and on the due date, that being the tenth (10th) day of each month, will forward all enrolment and claim forms completed by employees.
4. (a) It shall be the Union's responsibility to supply all necessary enrolment forms to the Company.

Effective June 1, 2017, the cost of the Prairie Teamsters Health and Welfare Plan shall be three hundred and fifty dollars (\$350.00) per month, or such lesser amount that may apply to Senior Drivers.

Effective June 1, 2013, the Company's share shall be one-half (1/2) of this amount, plus seventy dollars (\$70.00).
- (b) For the duration of this agreement, the Company will pay fifty percent (50%) of any monthly increase to the cost of the plan per calendar year. The maximum increase and exposure to the Company will be five dollars (\$5.00) to the monthly cost each calendar year.
5. The Company shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to the applicable carriers.

For employees who are laid off, the employee may arrange, at his own expense, with the Company to remit sufficient premiums to provide the employee with Life Insurance, Accidental Death and Dismemberment Insurance, and Extended Health benefits. This layoff provision shall take effect on the first day of the month coincident with or the next following month in which the employee was laid off, and shall continue for a maximum period of five (5) months or until the employee is recalled or returns to active employment with another Company, whichever occurs first.

6. When a member of the Union is temporarily laid off, his complete Health and Welfare benefits will continue until the end of the month in which the layoff occurred.

The following conditions will apply to the member during the layoff:

- (a) The Company will not deduct nor contribute to any Health and Welfare benefits or Alberta Health Care insurance premiums for those who are called back to work on a part-time basis while on the layoff.
- (b) Working less than fifty (50) hours per month will classify the employee as working on a part-time basis.

- (c) An employee has the option of maintaining layoff coverage for Life Insurance, accidental death and dismemberment, and extended health benefits as outlined in Item 5 above. To obtain the optional layoff coverage, the employee must inform the payroll department of his intention, and remit the required premium no later than the fifth (5th) day of each month.
- (d) All the employee's benefits will be reinstated when he returns to work on a regular full-time basis.

SIGNED THIS ____ DAY OF _____ 2017

ON BEHALF OF THE COMPANY:
BURNCO Rock Products Limited

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Beverly Yelich
Director, Human Resource

Bernie Haggarty
Business Agent

Norman Kuntz
District Manager, Calgary Ready Mix

Todd Hanson, Operations Manager
Ready Mix Division

APPENDIX "B"

UNION PROJECTS

The Union hereby agrees to allow BURNCO Rock Products Ltd. non-Teamsters drivers to deliver concrete to projects requiring Teamsters, in those locations where the Union does not have Plant certification, provided BURNCO Rock Products Limited enters into a Site Agreement with General Teamsters, Local Union No. 362.

Should the Union enter into a Site Agreement with a competing Ready Mix company, such Agreement(s) shall not preclude BURNCO Rock Products Ltd. from also entering into a Site Agreement with the Union, so that BURNCO Rock Products Ltd. may supply all or a portion of such a Union project.

SIGNED THIS ____ DAY OF _____ 2017

ON BEHALF OF THE COMPANY:

BURNCO Rock Products Limited

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Beverly Yelich
Director, Human Resource

Bernie Haggarty
Business Agent

Norman Kuntz
District Manager, Calgary Ready Mix

Todd Hanson, Operations Manager
Ready Mix Division

APPENDIX "C"

BURNCO RRSP

Employees covered by the collective agreement, will be eligible to contribute to the RRSP plan, and the Company will match up to six percent (6%) contribution. Employees are required to sign an authorization form to activate and/or reactivate RRSP contributions.

SIGNED THIS ____ DAY OF _____ 2017

ON BEHALF OF THE COMPANY:
BURNCO Rock Products Limited

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Beverly Yelich
Director, Human Resource

Bernie Haggarty
Business Agent

Norman Kuntz
District Manager, Calgary Ready Mix

Todd Hanson, Operations Manager
Ready Mix Division

SENIORITY RULES

The purpose of these rules is to clarify and to define how seniority for purposes of dispatch and layoff shall be applied.

- < There shall be one (1) Master Seniority List. Effective June 1, 2009, your Master Seniority will be fixed at your current position. (This date will be grandfathered.) Master Seniority for any new employees will be their start date with the Company.
- < There shall also be individual Plant Seniority Lists for any open plant where trucks are allocated. Driver assignment to any plant will be at the discretion of the Company, with consideration for master seniority, driver request, and these conditions will not be withheld unreasonably. All employees shall be required to work out of their home location provided there is work available. If there is not work available at the employee's home location, the call-in for the affected employees shall revert to the Master Seniority List. Drivers will have the option to opt out of the Master Seniority List twice per year. The employee must notify Dispatch and declare if they wish to opt out by June 15, for the period of July 1 to October 31, and by October 15 for the period of November 1 to June 30.
- < If work is available at the employee's home location, plant seniority will continue to apply. If work is not available at the employee's home location, the Master Seniority List will apply for call-in.
- < When Drivers are required to work at a location outside the Calgary District, they will have the ability to opt out for purposes of the initial call-in. In the event there are not enough drivers it will revert to mandatory force in, beginning with the most junior driver. Drivers will have the option to opt out twice per year. The employee must notify Dispatch and declare if they wish to opt out by June 15, for the period of July 1 to October 31, and by October 15 for the period of November 1 to June 30.
- < In conjunction with Article 11.6(d), the Company shall endeavor to keep the hours of work equitable for the driver group respecting seniority, hours of service, and fatigue management.

SIGNED THIS _____ DAY OF _____ 2017

ON BEHALF OF THE COMPANY:
BURNCO Rock Products Limited

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Beverly Yelich
Director, Human Resource

Bernie Haggarty
Business Agent

Norman Kuntz
District Manager, Calgary Ready Mix

Todd Hanson, Operations Manager
Ready Mix Division

LETTER OF UNDERSTANDING #1

BETWEEN: **BURNCO Rock Products Ltd.**
Greater Calgary Area Mixer Drivers

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

RE: **Driver Instructor Premium**

For the term of this Agreement, the Company is prepared to pay a Driver Instructor premium of five dollars (\$5.00) per hour while they are training new drivers.

SIGNED THIS ____ DAY OF _____ 2017

ON BEHALF OF THE COMPANY:
BURNCO Rock Products Limited

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Beverly Yelich
Director, Human Resource

Bernie Haggarty
Business Agent

Norman Kuntz
District Manager, Calgary Ready Mix

Todd Hanson, Operations Manager
Ready Mix Division

LETTER OF UNDERSTANDING #2

BETWEEN: **BURNCO Rock Products Ltd.**
Greater Calgary Area Mixer Drivers

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

RE: **Employee Assistance Program**

The Company agrees to extend the Employee Assistance Program (EAP) to this bargaining unit of employees effective with date of ratification.

SIGNED THIS ____ DAY OF _____ 2017

ON BEHALF OF THE COMPANY:
BURNCO Rock Products Limited

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Beverly Yelich
Director, Human Resource

Bernie Haggarty
Business Agent

Norman Kuntz
District Manager, Calgary Ready Mix

Todd Hanson, Operations Manager
Ready Mix Division

LETTER OF UNDERSTANDING #3

BETWEEN: **BURNCO Rock Products Ltd.**
Greater Calgary Area Mixer Drivers

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

RE: **Saturday Work**

The intent of this Article is to balance workload and reward years of service regarding Saturday work. Either party may at any time cancel said LOU for unforeseen circumstances with thirty (30) day's notice to the other party.

Article 11.6 Call-in

(h) Drivers who may be required to work on a Saturday, will be selected, firstly by way of drivers who have not worked thirty-two (32) regular hours in the week, then by volunteers, starting with the most senior driver and then by forcing the remaining drivers, starting with the most junior driver.

Will now read:

(h) Drivers who may be required to work on a Saturday, will be selected, firstly by way of drivers **who have volunteered**, who have not worked thirty-two (32) regular hours in the week, then by volunteers, starting with the most senior driver and then by forcing the remaining drivers, starting with the most junior driver.

SIGNED THIS ____ DAY OF OCTOBER 2019

ON BEHALF OF THE COMPANY:
BURNCO Rock Products Limited

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Norm Kuntz
Calgary Ready Mix District Manager

Bernie Haggarty
Business Agent