

THIS AGREEMENT ENTERED INTO
THIS 29th DAY OF AUGUST, 2019

BETWEEN:

BURNCO ROCK PRODUCTS LIMITED
Mixer Drivers
Red Deer 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.

MARCH 1, 2019 – FEBRUARY 28, 2021

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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

- 1.1 The Union is recognized by the Company as the sole bargaining agent for the unit of employees comprising mixer drivers at the Red Deer plant.
- 1.2 The employees recognize the responsibilities imposed upon them by this Agreement, and realize that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Company must service its customers at the lowest possible costs, consistent with fair labour standards, and be in a strong competitive market position. The Union will cooperate with the Company and support its efforts to assure efficient performance of work on the part of its members, and that it will actively combat any work stoppage and slowdown, which restricts the service that the Company offers. The Union further agrees that it will support the Company in its efforts to eliminate waste, improve the quality of the service, prevent accidents, and strengthen and maintain goodwill between the Company and its employees.
- 1.3 The Union and employees recognize the Safety Manual, the Driver's Manual, the Code of Conduct, and the Rules of the Company, in an effort to ensure Safe Work Practices. It is the duty of employees to report unsafe work practices to a supervisor or appropriate Company representative

ARTICLE NO. 2 - UNION SECURITY

- 2.1 The parties agree that this is an open shop agreement. Consequently, an employee is not required to be a Union member to perform work under this agreement.
- 2.2 Based on the Alberta Labour Relations Board's decision in Old Dutch Foods Ltd. dated November 9, 2009 that Alberta is required to have a statutory Rand formula in the Labour Relations Code, the Company has conditionally agreed to a Rand formula. Subject to Article 2.3, the Company agrees to deduct and remit dues from the wages of each employee in the bargaining unit affected by the collective agreement, whether or not that individual is a Union member, and will provide the Union with a list of the names of the employees from whom deductions were made. The amount deducted for Union dues will be indicated in the appropriate box on the employee's T-4 taxation slip.
- 2.3 In the event the Old Dutch Foods Ltd. decision is overturned by the Courts or through legislation and as a result the Labour Relations Code does not impose a statutory Rand formula on employers, then Article 2.2 is deleted and is replaced by Article 2.3. Upon receipt of proper written authorization from an employee in the bargaining unit, the Company agrees to deduct and remit dues from the wages of that employee, as permitted by the Labour Relations Code, and will provide the Union with a list of the names of the employees from whom deductions were made. 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

Upon the written request of an employee, the Company will, in accordance with the tenor of the request, 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) **Daily maximum Regular Hours - Monday through Friday** - eight (8) hours.
Weekly maximum – forty (40) hours.
 - (b) **Overtime** - All hours worked in excess of the daily or weekly maximums will be overtime, and paid at one and a half (1 ½) times the regular rate of pay.
 - (c) **Rest Period** - There shall be a mandatory eight (8) hour rest period between the end of one shift and the beginning of the next shift
- 4.2 **Call-up and Call-out Time** - Employees instructed to report for duty shall be paid a minimum of two (2) hours at the employee's regular rate of pay, if the employee is requested to be available for work and is not able to commence work. If, under these circumstances, the employee actually starts work, then the employee will be assured of a minimum of five (5) hours work at the employee's regular rate of pay, based on work assigned by his supervisor. Should the employee decide to leave early at his own request, he will be paid only for hours worked.
- Winter Call-in** – As per Article 11.5 during winter months, the Company will make every effort to ensure that Drivers will be called in on a Seniority basis (provided that no additional cost is incurred by the Company.) The Company will refrain from sending a Senior Driver home with fewer than eight (8) hours of work, while a Junior Driver on the same shift continues to 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, as per Company per diem policy.
- 4.4 All newly hired regular employees shall be considered probationary employees for the first one hundred and twenty (120) calendar days of employment.

ARTICLE NO. 5 - CLASSIFICATION AND RATES OF PAY

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

CLASSIFICATION	MARCH 1, 2019	MARCH 1, 2020
4 Axle	\$27.90	\$27.90
5 Axle	\$28.09	\$28.09
6 Axle	\$28.28	\$28.28

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 or other training program as applicable. Employees will have the option to accelerate the completion of this program. The mileposts to earn rate increases include:
- newly hired start at \$2.50 per hour less than full wage rate
 - completion of mileposts 1 & 2 - rate increase of \$0.75 per hour
 - completion of mileposts 3 to 5 - rate increase of \$0.75 per hour
 - completion of remaining mileposts 6 & 7 - driver is at full wage rate
- 5.3 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.
- 5.4 **Bereavement Leave** - In accordance with the BURNCO Policy.
- 5.5 Drivers who are required to train new employees will be paid an additional two dollars (\$2.00) per hour for all hours worked in such capacity.

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 five (5) years service will be paid vacation pay at the rate of four percent (4%) of gross earnings.
 - (b) Employees with over five (5) 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) year's 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 For the purpose of determining a year's service, a year of service shall be calculated on the basis of twelve (12) calendar months from the employees date of hire.
- 6.4 The time of annual vacations shall be fixed by the Company, consistent with the efficient operation of the business. Preferences of vacation time shall be given to senior employees.

6.5 The Company shall schedule annual vacations so that all employees will receive their annual vacation in a continuous period. Should an employee elect to split his vacation into two separate periods, the Company will accommodate the employee whenever it is possible to do so, provided the employee specifically request the Company to do so, in writing.

6.6 All vacation pay that has been accrued under clause 6.1 above, will be paid to the Employee on every pay deposit, through the Employer's direct deposit system.

6.7 Employee's choosing to schedule their vacations during prime time, July, August and Christmas shall only choose two (2) weeks.

After all employees, in order of seniority, have had the opportunity to choose holiday's in prime time, any remaining weeks shall be picked in a draft order. There will be a minimum of ten percent (10%) of the employees allowed to be on vacation at the same time. This will not be inconsistent with current Company policy.

6.8 The Company may allow up to twenty percent (20%) overlap for two (2) days in a week.

ARTICLE NO. 7 - STATUTORY HOLIDAYS

7.1 The eleven (11) recognized holidays shall be:

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

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 either at the start of his vacation or at the completion of his vacation.

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 Employees who are asked to work and who elect not to work on Labour Day or Remembrance Day will be excused, provided that they inform their supervisor of their decision to not work at the time they are initially asked to work.
- 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 by the employees one (1) Shop Steward as approved by the Union, who shall perform such functions as the Union may assign them, provided the duties of the Shop Steward shall not conflict with their regular employment and duties with the Company. The Company shall not discriminate against them for such lawful Union activities. If an employee is to be formally disciplined, he will have the Shop Steward present, unless declined by the employee.
- 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 During the life of this Agreement, there shall be no lockout by the Company, or any strike, sitdown, slowdown, work stoppage, or suspension of work either complete or partial, for any reason 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.
- 9.4 Any significant error in payroll calculation by the Employer, shall be paid to the employee forthwith upon being brought to the attention of management.

ARTICLE NO. 10 - SENIORITY

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

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 five (5) months. Any employee laid off for five (5) months or more shall be removed from the seniority list and the Company shall be under no further obligation to such employee.
 - (e) if an employee fails to return to work within seven (7) consecutive days after being requested to do so in writing by the employer, the employee may be terminated by the employer.
- 10.3 In all layoffs the Company shall consider (i) qualifications, (ii) ability of the employee, and where qualifications expressed in (i) and (ii) are relatively equal, the employee's seniority shall be the determining factor. Following a layoff, rehiring shall be executed conversely to the outlined layoff procedure.
- 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 **Leave of Absence** for any reason other than ill health shall be in writing, and shall consist of a maximum of one hundred and twenty (120) days. Any employee who is working less than thirty-two (32) hours in a week, between December 1 and March 31, may be granted a leave of absence within that period provided it does not seriously interfere with the operations of the Company at the sole discretion of the Company. Such leave shall not be unreasonably withheld. If any employee returns to work before his leave of absence is expired, he will remain at the bottom of the seniority list until such time as his leave of absence is expired.
- 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, with a copy to the Union.
- 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.

- d) Should an employee leave the bargaining unit under this clause, and return to a position within the scope of this agreement, they would only be eligible for another leave after thirty (30) days. Should an employee leave the bargaining unit during those thirty (30) days, and later return to the bargaining unit, they would go to the bottom of the seniority list.

10.7 Employees working less than fifteen (15) hours per week in three (3) consecutive weeks shall be granted a leave of absence upon request.

ARTICLE NO. 11 - GENERAL

11.1 The Union recognizes the exclusive right of the Company to manage its business and direct the work of its employees in a non-discriminatory manner that is not inconsistent with this agreement. The Company's management rights include the right to:

- (a) plan, organize, direct and control operations, schedule work and other activities, determine the means, methods and processes to be used;
- (b) extend, curtail, limit or cease any or all of its operations;
- (c) hire, lay-off, promote, demote, classify, transfer, assign, reassign or relieve employees from duties;
- (d) discipline, suspend and discharge employees for proper cause, with the exception of probationary employees who can at the sole discretion of the Company be discharged for not satisfactorily completing the probationary period;
- (e) establish and alter the Company's rules, regulations and standards of conduct to be observed and complied with by all employees;
- (f) direct the work force, including the right to decide on the number of employees needed by the Company or the number of employees required for any task at any time, change the number of employees assigned to any task, discontinue jobs, contract out or subcontract work, organize the work, assign the work, schedule shifts and maintain order, discipline and efficiency in the operations;
- (g) decide an employee's qualifications and abilities.

11.2 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.

- 11.3 **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. Breaks will be provided as per Alberta Employment Standards Code on Company premises, unless otherwise directed or approved.
- 11.4 **Travel Allowance** - The Company will pay a “kilometre allowance” of fifty three cents (\$0.53) per kilometre in instances where the employee, at the request of his supervisor, uses his personal vehicle for the conduct of the Company’s business.
- 11.5 **Call-In**
- (a) Call in will be based on seniority, within the work week defined as Monday to Friday.
 - (b) 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 there is no extra cost to the Company.
 - (c) 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.
 - (d) Drivers who may be required to work on a Saturday, will be selected, firstly by way of drivers who have not worked forty (40) 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 the 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.
- 11.6 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.
- 11.7 Teamsters may be required to perform other functions related to the Ready Mix Concrete industry, consistent with consideration for age and physical ability.
- 11.8 All employees are expected to abide by the rules outlined in the Safe Practices manual, provided by BURNCO Rock Products Ltd.
- 11.9 **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.

- 11.10 **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 two (2) 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.

In the event an employee does not return to work, and the employee refuses or neglects on demand at his/her last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

- 11.11 An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union. An employee called before Company officials will have Union representation, unless declined by the employee.
- 11.12 Employees are required to provide a current address and phone number to their supervisor.
- 11.13 The Company may require any employee to undergo a medical examination, for work related issues, by a doctor selected by mutual agreement of the Company and the Union, 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 an absence 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.

- 11.14 The Company retains the right to ensure all Employees are in compliance with the BURNCO Drug, Alcohol and Fitness for Duty Policy.

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 other employee grievances - ten (10) days
- (c) The time limits in the grievance procedure can only be extended by the mutual written agreement of the Company and the Union and that any matter not advanced in a timely manner through the grievance process or to arbitration will be deemed to have been abandoned.

STEP 2 - Failing settlement under Step 1, such grievances shall be reduced to writing, and 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 Vice President or 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 March 2019, until the twenty-eighth (28th) day of February, 2021, 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 _____, 2019

ON BEHALF OF THE COMPANY
Burnco Rock Products Limited
Red Deer, AB

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

Toby Piper
General Manager

Bernie Haggarty, Business Agent

Lee Mildenberger
Area Manager

APPENDIX "A"

HEALTH & WELFARE

Eligible employees (union members), will be covered by the Prairie Teamster Health & Welfare Plan. Any employees who are not eligible for the Prairie Teamster Health & Welfare Plan, will be able to purchase Health & Welfare coverage elsewhere. Proof of coverage is required for the Company Contribution for employees that are not eligible for the Prairie Teamster Health & Welfare Plan.

- (a) It shall be the Union's responsibility to supply all necessary enrolment forms to the Company.

Effective Date of Ratification, the cost of the Prairie Teamsters Health and Welfare Plan shall be three hundred and thirty dollars (\$330.00) per month, or such lesser amount that may apply to Senior Drivers.

Effective Date of Ratification, 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.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY

Burnco Rock Products Limited
Red Deer, AB

ON BEHALF OF THE UNION

General Teamsters Local Union No. 362

Toby Piper
General Manager

Bernie Haggarty, Business Agent

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Area Manager