

THIS AGREEMENT ENTERED INTO
THIS 10th DAY OF APRIL, 2015

BETWEEN:

INLAND CONCRETE
A Division of Lehigh Hanson Materials Limited
Camrose, Alberta
(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, 2015 –February 28, 2018

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WITNESSETH that the Parties 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 it's 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 - UNION SECURITY

- a)
 - 1. The Company agrees to recognize the Union as the sole collective bargaining agent for all employees of the Company classified as truck operators,
 - 2. It is agreed that as a condition of employment, each employee shall become and remain a member in good standing of the Union.
 - 3. The Union will supply the Company with application forms for Union Membership and dues deduction, which shall be signed by all new employees. The employee shall become a member of the Union after fourteen (14) days of employment. All completed copies of the Application for Membership forms shall be returned to the Union, and shall serve as notification of commencement of employment.
 - 4. The Company agrees for the duration of this Agreement to deduct from the first paycheque of each month, the monthly dues and assessments of any employee(s) covered by this Agreement, also the Initiation Fee to the Local Union, and remit such monies so deducted to the Head Office of the Local Union, along with a list of the employees from whom the money was deducted.
 - 5. Supervisors and other employees not covered under the terms and conditions of this Agreement will not drive if regular drivers are available and so desire the work.

ARTICLE NO. 2 - MANAGEMENT RIGHTS

- a) The Union recognizes that the Company shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this collective Agreement, to determine all matters pertaining to the conduct of it's management of the Company and it's affairs, and that the direction of the working force is fixed exclusively in the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:
 - 1. maintain order and efficiency;
 - 2. hire, retire, discharge, promote, demote, classify, transfer, layoff, recall, suspend, or otherwise discipline employees. The Company will not suspend or discipline employees without proper cause;
 - 3. make and enforce and alter, from time to time, rules and regulations to be observed by the employees, that are not inconsistent with the terms and conditions laid out in the Collective Agreement.

ARTICLE NO. 3 - NON-DISCRIMINATION

Neither the Company nor the Union will discriminate in any manner against any employee because of race, religion, sex, creed, colour, or national origin.

ARTICLE NO. 4 - NO STRIKES .. NO LOCKOUTS

- a) The Company agrees that it will not cause or direct any lockout of its employees, for the duration of this collective Agreement. The Union agrees that neither it nor its representatives will, during the term of this collective Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down or curtailment, or restriction of production, or interference with work of the Company.

The Union further agrees that any employee or employees participating in, taking part in, instigating, or assisting in instigating in such strike, picketing, sit-down, stand-in, slow-down, or curtailment or restriction of production, or interference with the operation of the Company, for the duration of this collective Agreement, shall be subject to discipline or discharge.

- b) It shall not be a violation of this Agreement, nor cause for discipline, of any employee in the performance of his duties to refuse to cross a legal picket line.
- c) It is the intention of the Parties, that during the life of this collective Agreement, all disputes as to the meaning and application of this collective Agreement shall be handled in accordance with the provisions of the Grievance Procedure of this collective Agreement.

ARTICLE NO. 5 - TERM OF THE AGREEMENT

- a) This collective Agreement shall be in effect from March 1, 2015 through February 28, 2018, and thereafter unless:
1. notice of termination, or
 2. notice of amendment is served by either Party upon the other, at least ninety (90) days, but not more than one hundred and twenty (120) days prior to the expiration date or next anniversary date of this collective Agreement.

If notice to amend the collective Agreement is served, the notice shall contain the proposed amendment or amendments. The amendments shall be effective when negotiations have concluded on all amendments. If an agreement cannot be reached between the Parties on proposed amendments, then the Company may alter terms and conditions of employment pursuant to the provisions of the Alberta Labour Code.

- b) If notice of termination is served, then the collective Agreement shall terminate as specified herein, and all provisions of the collective Agreement shall be deemed ended, except for wages or other payments that were accrued but unpaid at the time of termination.

ARTICLE NO. 6 - PROBATION PERIOD

New employees shall be considered to be on probation until they have been employed for ninety (90) working days. During such probationary period, probationary employees may be terminated if, in the opinion of the Company, the performance of the probationary employee is not suitable. During such probationary period, probationary employees shall not be entitled to seniority, or access to the Grievance Procedure in cases of termination. Upon completion of the probationary period, seniority shall be calculated from the date of hiring.

ARTICLE NO. 7 - UNION ACTIVITY ON COMPANY PREMISES

Except as expressly permitted by this Collective Agreement, there shall be no union activities on Company time, or on Company property, without the prior permission of the Company.

The Company agrees to recognize Employees who are elected or appointed as Union Stewards. Union Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure outlined in Article No. 17.

A list of Union Stewards shall be supplied by the Union to the Employer. The Employer shall be advised promptly in writing of any change in the list.

ARTICLE NO. 8 - PERSONAL AND INDIVIDUAL RESPONSIBILITY

- a) If illness or a family emergency makes it impossible for an employee to report for work, he must notify his supervisor as far in advance as possible.
- b) Absence in excess of two (2) days, without notice satisfactory to the Company, is deemed to be voluntary resignation.
- c) Failure to report to work during recall from layoff, without notice satisfactory to the Company, is deemed to be voluntary resignation.

ARTICLE NO. 9 - SENIORITY

- a) Seniority shall be based on the length of continuous service an employee has been on the payroll, subject to Section (b) of this Article.
- b) An employee shall lose all seniority rights for any one or more of the following reasons:
 - 1. voluntary resignation
 - 2. discharge for cause
 - 3. failure to return to work after layoff
 - 4. layoffs of more than six (6) months if employed for less than two (2) years, or layoffs of more than twelve (12) months if employed for more than two (2) years
- c) In determining layoffs, rehiring, and filling vacant or new positions in the scope of the bargaining unit, the Company will take into consideration the skill and ability of the employees to perform the available work up to its accepted standard; and where these factors are relatively equal between two or more employees, the employee with the greater seniority will be given preference.
- d) A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This shall be revised every three (3) months, with a copy to the Union.
- e) Each employee is responsible to keep the Company informed at all times, in writing, of his current address and telephone number if any, where he may be reached. In all cases requiring the Company to give an employee notification at home for any reason, it may rely on the accuracy of the information on file. Failure of the employee to receive notification where required under any of the terms of the collective Agreement, due to his non-compliance with this Section, shall relieve the Company of any responsibility for the results.

f) **PROMOTION**

1. When an employee within the bargaining unit covered by this Agreement, receives leave of absence to take a position within the Company which is outside the bargaining unit, then he may retain his seniority for a maximum of one hundred and eighty (180) calendar days.
2. At the end of this period of one hundred and eighty (180) calendar days, the employee must exercise his seniority rights by returning to his former position in the bargaining unit, or relinquish all seniority rights.

ARTICLE NO. 10 - HOURS OF WORK

- a) This Article, where it defines the normal hours of work, shall not be construed as a guarantee of hours of work per day, or per week, but merely provides a basis for the calculation of overtime. Neither shall it serve as a restriction on the scheduling of a longer or shorter day, or work week whenever in the opinion of the Company such is necessary to meet operational requirements.
- b)
 1. The normal hours of work for employees shall be;
 - daily maximum Monday to Friday - eight (8) hours per day
 2. **Overtime** - All hours worked in excess of the daily maximum will be overtime and paid as follows:
 - Monday to Friday - over eight (8) hours per day, one and one half (1 ½) times the regular rate of pay.
 - Saturday – one and one half (1 ½) times the regular rate of pay thereafter.
 - Sundays and Statutory Holidays - two times (2x) the regular rates of pay.
 3. A differential of fifty-five cents (55¢) per hour higher than the employee's regular day rate shall be paid to all employees starting work between the hours of 12:00 noon and 5:00 a.m.
- c) **LUNCH PERIOD** As operational requirements permit, the Company will give employees an unpaid lunch period, between the hours of 11:30 a.m. and 1:30 p.m.. Such lunch period will not exceed one-half (1/2) hour in duration. Where a lunch period is not given, the dispatcher shall mark the employee's time card, and said employee shall be paid for all time worked.
- d) **COFFEE BREAK** The Company agrees to give employees two (2), ten (10) minute coffee breaks during each eight (8) hour shift, but each coffee break will be given at the convenience of the Company, on Company premises.
- e) Paystubs may be provided electronically.

ARTICLE NO. 11 - CALL-OUTS

- a) An employee who is called back to work outside his regular hours, shall be paid a minimum of four (4) hours pay at the applicable rates.
- b) The Company will not send home a senior employee with less than eight (8) hours work, weather permitting, while a junior employee continues to work on the same shift, provided that a change over in equipment can reasonably be made.

- c) If an employee of the Inland Camrose plant is sent to the Inland Leduc plant, and if that plant is of a greater base rate of pay than the employee's regular rate of pay, that operator will be provided a thirteen dollar (\$13.00) meal allowance for the day of assignment.

ARTICLE NO. 12 - RATES OF PAY

- a) The classifications of employment and the minimum rates of pay are as follows:

	<u>March 1/15</u>	<u>March 1/16</u>	<u>March 1/17</u>
Truck Operator	\$26.70	\$27.20	\$27.85

- b) Notwithstanding the foregoing, the Company may pay a probationary employee at a student rate of two dollars (\$2.00) less per hour than that set forth in sub-section (a) of this Article, for a period not exceeding the first ninety (90) days worked.
- c) Notwithstanding the foregoing, the Company, may, in employing an employee who has not previously worked for the Company, whose skill and ability is unknown or unproven, pay such employee at a trainee rate of four dollars (\$4.00) per hour less than the employee's classification rate as set forth in Article No. 12, sub-section a) for the duration of the training period. Such lower rate shall not exceed the probationary period of ninety (90) days worked. The trainee driver, upon completion of the training, shall receive an additional four dollars (\$4.00) per hour increase until the completion of his/her probationary period.

Employees used in the capacity of Driver Trainer will be paid four dollars (\$4.00) per hour above the classification set for in Article No. 12, sub-section a) for each hour they spend in the training of another driver."

ARTICLE NO. 13 - PENSION PLAN

For all regular drivers, the employer will contribute the following for every hour worked to the Teamsters Prairie Provinces Pension Plan:

<u>March 1/15</u>	<u>March 1/16</u>	<u>March 1/17</u>
\$3.00	\$3.30	\$3.45

ARTICLE NO. 14 - ANNUAL VACATIONS

- a) Upon completion of one (1) year or more service, employees shall receive two (2) weeks vacation with pay calculated at four percent (4%) of the employee's gross earnings.
- b) Employees with five (5) or more years service, shall receive three (3) weeks vacation, with pay calculated at six percent (6%) of the employee's gross earnings.
- c) Upon completion of twelve (12) years or more service, the employee shall receive four (4) weeks vacation with pay. Payment for such vacation shall be in the amount equal to eight percent (8%) of the employee's gross earnings.
- d) For the purpose of determining a year's service, any year during which an employee works one thousand (1000) hours shall be considered a year's service. A year shall date from the employee's date of commencement of employment and shall consist of twelve (12) consecutive months.

- e) Vacation lists shall be posted on the fifth (5th) day of January, and shall be removed on the thirtieth (30th) day of April of each year. The Company may stagger vacations in order to maintain continuity and efficiency in its operations. Preference however shall be given to senior employees as to choice of holiday time.

ARTICLE NO. 15 - STATUTORY HOLIDAYS

- a) The eleven (11) recognized paid 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	

- b) Employees shall receive eight (8) hours pay at their regular rate of pay for each Holiday listed in sub-section (a) above.
- c) In the event any of the above named Holidays fall during an employee's annual vacation, he shall be given a day in lieu of the Holiday, to be taken either at the start of his vacation, or at the completion of his vacation.
- d) Employees absent from duty for other than leave of absence authorized by the Company, or other than illness, on the day before and/or the day immediately following the Holiday, shall not be paid for the Holiday. The Company may request that the employee produce a doctor's certificate satisfactory to the Company, concerning such absence because of illness.

ARTICLE NO. 16 - MEDICAL EXAMINATIONS

The Company has the right to require an employee to take a medical examination, by the Company's doctor, when it considers such examination necessary. The Company shall pay for such physical or medical examination, and for any time lost as a result thereof during the employee's regular working hours.

ARTICLE NO. 17 - GRIEVANCE PROCEDURE

- a) A grievance is a difference by the Company, the Union, or an employee, as to the meaning or application of a specific provision of this collective agreement. A written grievance must specify a complete and full statement of the difference and the particular relief requested on behalf of the griever. Any grievance not presented within fourteen (14) calendar days from the date the alleged cause of complaint occurs, is abandoned and without recourse.
- b) Any individual employee, or group of employees, shall have the right to present a grievance to the Company, and to have the grievance adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Collective Agreement.
- c) In the event that a dispute occurs between the Company and the Union, and/or one or more employees of the bargaining unit, regarding the interpretation, application or violation of this Collective Agreement, the following procedure of settlement shall be followed:

STEP 1: - The employee or employees concerned shall first seek to settle the dispute in discussions with the immediate supervisor.

STEP 2: - If the dispute is not resolved satisfactorily in Step 1, it then becomes a grievance to be complied with within the meaning of Article No. 17(a) above.

The written grievance shall then be submitted to the respective supervisor within five (5) calendar days of the date the alleged cause of complaint occurred. The respective supervisor will then make known his decision to the griever(s) within five (5) days of the receipt of the written grievance.

STEP 3: - If a satisfactory settlement is not reached in the second Step, then it may be referred in writing to the representative authorized by Senior Management of the Company, providing this is done within five (5) calendar days after receipt of the supervisor's answer in the second Step.

STEP 4: - If a satisfactory settlement is not reached in the third Step, the griever may then submit the grievance to arbitration within seven (7) calendar days after the receipt of the reply by the authorized representative of Senior Management of the Company.

- d) In the event that the griever(s) fail to process the grievance within the time limits established in this Article, the griever(s) shall be deemed to have conceded the grievance in favour of the other party.

ARTICLE NO. 18 - ARBITRATION

- a) Within seven (7) calendar days of receipt of notification by the one party, the other party shall nominate its choice of nominee in writing. The two nominees so nominated shall meet forthwith, and if within seven (7) calendar days of their first meeting they have failed to settle the grievance, they shall attempt to select by agreement the Chairman for the Arbitration Board. If they are unable to agree upon the choice of such a Chairman within a further period of twenty-four (24) hours, they shall then request the Minister of Labour for the Province of Alberta to appoint a Chairman.
- b) After the Arbitration Board has been formed by the above procedure, it shall meet within twenty-one (21) calendar days of the appointment of the Chairman and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render its decision in writing to the parties within fourteen (14) days after the completion of the hearing.
- c) The Chairman shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered shall be final and binding.
- d) The Arbitration Board, by its decision, shall not alter, amend, or change the terms of this Collective Agreement.
- e) Each of the parties to this Collective Agreement shall bear the expense of its nominee to the Arbitration Board, and the fee and expenses of the Chairman shall be borne equally by the two parties to the dispute.

ARTICLE NO. 19 - HEALTH AND WELFARE

The Company agrees to administer for its employees, the Alberta Health Care Plan and the Company Benefit Plan.

The Company agrees to pay the total cost of the Standard Company Benefit Plan.

Schedule attached to last page of this agreement.

ARTICLE NO. 20 - SAFETY

Employees shall report all defects in equipment at the end of each working shift. The Company shall not require an employee to drive any vehicle not equipped with safety appliances required by law, or any vehicle not in safe operating condition.

The Company will reimburse to a maximum of three hundred dollars (\$300.00) per calendar year for the purchase of CSA approved safety boots, and will allow for the purchase of other safety / winter clothing upon receipt provided.

ARTICLE NO.21 - PAYROLL

Vacation accrual will be paid out on each pay cheque.

ARTICLE NO. 22 - PERSONNEL FILES

An employee will receive a copy of any written reprimand or warning letter placed on their file, with a copy to the Union in a timely manner. Such written reprimand or warning letter shall become a permanent part of the employee's work history. However the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if such written reprimands or warnings are more than twelve (12) months old.

Employees with five (5) years or less seniority will be subject to the above written reprimands or warnings remaining on their file for a period of twenty-four (24) months.

SIGNED THIS _____ DAY OF _____, 2015

ON BEHALF OF THE COMPANY:

Inland Concrete
Camrose, Alberta

ON BEHALF OF THE UNION:

General Teamsters,
Local Union No. 362

Peter Bukkems, Manager

Rick Prouty, Business Agent

Stephen Abrahams, Labour Relations

LETTER OF UNDERSTANDING #1

BETWEEN: Inland Concrete
Camrose, AB

AND: General Teamsters, Local Union No. 362

RE: Off Season Call-out Procedure

The Parties hereto agree as follows:

1. Employees who have elected not to take layoff for the off-season will be called first for all off season work, regardless of seniority.
2. Should those employees be unavailable or unreachable for work the Company will then call those employees who are on layoff, in order of seniority.

The employees who elected not to take a layoff have an obligation to call in to the dispatch by 9:00 a.m. every morning, Monday through Friday, to confirm their availability for work that day.

SIGNED THIS _____ DAY OF _____, 2015

ON BEHALF OF THE COMPANY:
Inland Concrete
Camrose, Alberta

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

Peter Bukkems, Manager

Rick Prouty, Business Agent

Stephen Abrahams, Labour Relations