

AGREEMENT ENTERED INTO
THIS 10th DAY OF AUGUST, 2018

BETWEEN:

INLAND CONCRETE, A DIVISION OF LEHIGH HANSON LIMITED
FT. MCMURRAY
(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

July 1, 2017 – June 30, 2020

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WITNESS TO THAT THE PARTIES AGREE AS FOLLOWS:

PREAMBLE

It is the intent and object of this Agreement that the Company and the Union cooperate 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

- (a) The Union is recognized by the Company as the sole bargaining agent for its employees within the classification hereinafter set forth or from time to time added hereto, it being intended that the Union represent all employees of the Company within the jurisdiction of the Teamsters Union. 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 representative of the Union.
- (b) The term "employees or employee" when herein used shall mean any workers or worker covered by this Agreement.

ARTICLE NO. 2 - UNION SECURITY

- (a) The Company shall, on the first pay period of each month, deduct from each employee of the bargaining unit who has been employed by the Company for seven (7) days and/or forty (40) hours, 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.
- (b) Each new employee after fourteen (14) calendar days of employment shall 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.
- (c) 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.

ARTICLE NO. 3 - CHECK-OFF OF INITIATIONS

Upon 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 By-Laws, and remit same together with a list of the names of employees from whom the deductions have been made to the Secretary-Treasurer of the Union without delay.

ARTICLE NO. 4 - HOURS OF WORK

- (a) 1. The regular hours of work for all employees shall be:

Daily maximum, Monday through Friday inclusive, eight (8) hours per day. Weekly maximum, forty (40) hours per week.
- 2. **Overtime**

All hours worked in excess of the daily or weekly maximum will be overtime and paid for as follows:
 - (a) Monday through Friday - over eight (8) hours per day, one and one-half (1 ½) times the regular rate of pay.
 - (b) Saturday – One time and a half (1 ½) times the regular rate of pay.
Sunday and Statutory Holidays - two times (2) the regular rate of pay for all hours worked.
- (b) **Part-time Employees**
 - 1. A part-time employee shall:
 - (a) be hired on an incidental and temporary basis to provide additional manpower.
 - (b) be carried on regular part-time employees separate Seniority List.
 - (c) Should an opening on the regular full-time list become available, then the first employee on the part-time list shall be given the first opportunity to move to the regular full-time drivers' list.
 - 2. It is agreed that where part-time employees are used, regular employees will be called in first, and where possible without juggling drivers and trucks, full-time drivers shall not be sent home while a part-time employee is working when a changeover on equipment can be reasonably made.
- (c) **Call-out Guarantee** - Employees instructed to report for duty shall be booked in immediately on so reporting and shall be paid a minimum of four (4) hours pay if the employee commences work, or two (2) hours if the employee is unable to commence work.
- (d) **Lunch Period** - No lunch period will be given to any employee unless mutually agreed to between the Parties hereto.

Should the Company require a day shift employee to work twelve (12) or more consecutive hours in a day, such employee shall be paid a meal allowance of thirteen dollars and fifty cents (\$13.50).
- (e) All employees shall be entitled to a ten (10) minute coffee break during both the first half and the second half of any shift, to be taken on Company premises if possible.

ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY

- (a) Effective the first pay period following date of ratification, the minimum rates of pay and classifications of employment shall be:

Classification	July 1, 2017	July 1, 2019
4+ Axle Mixer	\$37.70	\$38.10
Tandem/Trailer	\$38.00	\$38.40

- (b) Effective date of ratification, the Company shall pay the following rate per hour for each hour worked by each employee into the Company Pension Plan:

July 1, 2017	July 1, 2019
\$1.65	\$1.65

- (c) **Trainers -** Drivers who assist in training new employees shall be paid a premium of four dollars (\$4.00) per hour for those hours so worked. The Company may assign Trainers as required.

Trainees - Trainees shall initially be paid three dollars (\$3.00) per hour less than their classification for the duration of the training period (i.e. until the unit is turned over to the trainee for unassisted operation.) Should the probationary period specified in Article No 9, Section (g) extend beyond the training period, the employee will be paid two dollars (\$2.00) per hour less than their classification for the duration of the probationary period. Trainees should read Article 10 (g)

- (d) A differential of thirty-five cents (35¢) per hour higher than the employees' regular day shift rate shall be paid to all employees working shifts starting between 1:00 p.m. and 5:00 a.m..

ARTICLE NO. 6 - ANNUAL VACATIONS

Vacation shall be paid as follows:

- (a) Upon completion of one (1) year or more of service, vacation pay shall be four percent (4%) of gross earnings on every cheque, and the employee will be entitled to two (2) weeks unpaid vacation time.
- (b) Upon completion of five (5) years or more of service, vacation pay shall be six percent (6%) of gross earnings on every cheque, and the employee will be entitled to three (3) weeks unpaid vacation time.
- (c) Upon completion of ten (10) years or more of service, vacation pay shall be eight percent (8%) of gross earnings on every cheque, and the employee will be entitled to four (4) weeks unpaid vacation time.
- (d) If an employee terminates his employ with the Company, he shall be paid out any and all vacation pay owing.

Vacations will be reviewed as requested by the Union as need be on an exception basis

ARTICLE NO. 7 - STATUTORY HOLIDAYS

(a) The eleven (11) recognized Holidays shall be:

New Year's Day	Canada Day	Armistice Day
Good Friday	Family Day	Christmas Day
Victoria Day	Labour Day	Boxing Day
Civic Day	Thanksgiving Day	

(b) All regular employees shall be paid eight (8) hours pay for each of the eleven (11) Statutory Holidays listed in Section (a) of this Article.

(c) 1. If an employee has been laid off, and is recalled to work, and he works ten (10) days in the thirty (30) calendar period prior to one (1) of the recognized Statutory Holidays in this Agreement, or ten (10) days in the thirty (30) calendar day period following such Statutory Holiday, he shall be entitled to that Statutory Holiday with pay.

2. Employees absent from duty for other than proven sickness or Company authorization, on the day before or the day after the Holiday shall not be paid for the Holiday.

(d) No work shall be performed on Labour Day, except where the safety of life or property makes it necessary. No employee will be forced to work on Labour Day and an employee may elect to have a travel day on Labour Day if working in another jurisdiction.

(e) 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.

(f) Should the government(s) eliminate any one or more of the above holidays, the days and the rates to be paid will be at straight time. Likewise if the Government(s) adds a Holiday, the appropriate rates will apply.

ARTICLE NO. 8 - SHOP STEWARDS

(a) There may be, elected or appointed by the employees, such number of Shop Stewards as the Union may determine, 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 only recognize such Shop Stewards and shall not discriminate against them for lawful Union activities.

(b) 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.

(c) It shall not be a violation of this Agreement, or cause for discharge of any employee, in the performance of his duties, to refuse to cross a legal picket line.

ARTICLE NO. 9 - PAYMENT CONDITIONS

(a) All employees covered by this Agreement shall be paid by Direct Deposit, at least every second week, on Thursday or Friday. The Company shall provide every employee covered by this Agreement with a separate and detachable itemized statement complete in all details in respect of all wage payments made to such employee.

(b) Not more than five (5) days pay may be held back.

- (c) All employees covered by this Agreement shall be paid for all time spent in the employment of the Company.
- (d) Regular employees who have completed one or more years of service with the Company will 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 shall be compensated for the hours lost from his regular schedule, Monday through Friday, or Saturday if scheduled, on the day prior to the funeral, the day of the funeral and the day after the funeral. Maximum compensation shall be eight (8) hours per day for three (3) days.

Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, named common-law spouse, step-mother, step-father, step-sons and step-daughters, Grandmother-in-law and Grandfather-in-law.

ARTICLE NO. 10 - SENIORITY

- (a) Seniority shall be based on the length of service an employee has been on the payroll of the Company at the Fort McMurray Site 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 lay off.
- (c)
 - 1. In the event of a reduction in the working force, the Company shall apply the principal of "last on, first off" insofar as it is consistent with Management's obligation to maintain an efficient working force. Following a lay off, rehiring shall be executed conversely to the outlined lay off procedure.
 - 2. In all lay offs, the Company shall consider seniority of the employee (a) merit, (b) ability of the employee, and where qualifications expressed in (a) and (b) are relatively equal, the employee's seniority shall be the determining factor.
- (d) A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every month of each year. Any errors shall be reported to the Shop Steward for correction within seven (7) days after posting of such list. There will be one (1) master seniority list for the Fort McMurray Region, which will be comprised of employees at both the Town Plant and the Fort MacKay Plant. There will be two (2) call-in lists, one for the town plant and the other for Fort MacKay. Employees will be given the opportunity by seniority to elect which plant they choose as their home plant. Selection will be done on an annual basis by April 30th. This clause may be modified upon mutual agreement by the Union and the Company during the term of the contract.
- (e) Leave of Absence for any other reason 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 a week between December 1 and March 1 may be granted a Leave of Absence within that period. Leave of Absence 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. The employee shall receive a copy of the signed document agreeing to Leave of Absence. Upon agreement and at the discretion of the Company, an employee may extend their Leave of Absence by up to sixty (60) days.

- (f) Daily call-out or call-back, Monday through Sunday, will be on a seniority basis. Daily call-out or call-back, Monday through Friday will be based on plant seniority. Saturday, Sunday and Statutory Holiday call-out or call-back will be based on master seniority. Work will be assigned to the employee's home plant prior to any cross plant assignment.
- (g) All newly hired regular employees shall be considered probationary employees for the first ninety (90) calendar days of employment. Probationary employees will be subject to the rates specified in Article No. 5, Section (c), for the duration of the probationary period. Upon completion of the probationary period, newly hired employees will receive the appropriate rate of pay specified in Article No. 5, Section (a) subject to successful completion of training.

There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period.
- (h) An employee shall be classed as a regular employee of the Company when:
 - i. he has completed his probationary period.
 - ii. he makes himself available for full time employment or as he may be needed.
 - iii. he has no other outside employment which will reflect or be in direct conflict with his employment with the Company.

ARTICLE NO. 11 - MANAGEMENT

The Union recognizes the right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with this Agreement.

The Company shall always have the right to hire and to discipline or discharge employees for proper cause.

In the area of promotions and demotions, merit, ability and competency shall be the determining factor. The Union recognizes the right of the Company to judge the above factors.

The Company will provide written notice to the employees of any Company Policy Change

ARTICLE NO. 12 - GENERAL

- (a) The Company shall not require an employee to drive any vehicle not equipped with safety appliances required by the law, or any vehicle not in safe operating condition, but this clause will not affect the immunities of the Company under the Workers' Compensation Act.
- (b) The Company may require any employee to undergo a medical examination, at the expense of the Company, and employees shall comply promptly with any request to take such examinations. The Company shall give the employee twenty-four (24) hours notice prior to such examinations, and will compensate the employee for time lost if the examination takes place during working hours. Compensation for lost time shall not exceed eight (8) hours per day at the employee's regular straight time rate of pay.

Any employee who is suspended from his regular duties or discharged for medical reasons may employ at his option and at his expense, a qualified medical examiner of his own choice for the purpose of obtaining a second medical opinion.

The employee shall authorize his medical examiner to submit a medical report to the Company and in the event that his report confirms the opinion of the Company medical examiner, no further review of the case will be made.

In the event that the two medical opinions are materially different, the Company and the employee shall have their respective medical examiners confer and arrange for further examination by a mutually acceptable medical specialist.

The diagnosis and recommendation of the medical specialist, with respect to the employee's ability to carry out his regular duties, shall be final and binding on the Company and the employee.

Any unsatisfied claims for loss of wages due to alleged unwarranted medical suspension or medical discharge shall be resolved through the Grievance Procedure.

- (c) The Company must inform all superintendents and foremen to abide by the rules of this Agreement.
- (d) The Company agrees to maintain clean, sanitary washrooms with toilet facilities at all plants.
- (e) Truck drivers may leave their mixer trucks if requested and do other duties while the truck is in operation, away from the plant.

(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 beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of one hundred and twenty (120) days within the former unit. The Company will provide in writing to the Union the commencement date of this Leave of Absence.
2. At the end of this period of one hundred and twenty (120) days, the employee must exercise his seniority rights by returning to his former unit, or relinquish all such seniority rights. The Company may extend the period up to sixty (60) days upon notification to the Union and provide reason(s) for the extension.
3. However, should the Company discontinue the position or job to which the employee was promoted within 12 months from the completion of (120) days, such employee may return to his former unit at his original seniority rating.

- (g) An employee who has not been called to work due to the Company investigating an accident or in accordance with Article No. 11 will be notified by the Company within forty-eight (48) hours, excluding Saturday and Sunday, the reason for the suspension, and the length of the suspension.

- (h) Any regular full time employee who is required to perform Jury Duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness Fee, and his regular straight time hourly rate of pay for his regular scheduled hours of work.

It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day, or forty (40) hours per week for a maximum of ten (10) working days, less pay received for Jury Duty or Witness Fee, and such hours will not count towards the calculation of overtime hours.

The employee shall be required to furnish proof of Jury service or witness attendance, and Jury Duty or Witness Fee received. Any employee on Jury Duty or called as a witness, shall subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

- (i) If the Company requests the driver to upgrade his license, the appropriate equipment will be provided for the test purposes and the driver will receive his regular rate of pay during the test period.

The driver will also be reimbursed up to a maximum of one hundred dollars (\$100.00) towards the cost of a medical examination which the employee has undergone as a requirement of maintaining his Alberta Vehicle Operator's License Class 1, provided the employee has completed three (3) continuous years of service with the Company. The Company will not pay the one hundred dollars (\$100.00) if the Driver has declared not to operate equipment requiring a Class 1 Operator's license.

ARTICLE NO. 13 - TRAVEL ALLOWANCE

In the event the Company instructs an employee to travel to a project or job that is situated beyond the corporate limits of the city, the Company will pay a travel allowance to those employees who are required to furnish their own transportation in the amount of fifty-three cents (53¢) per kilometer for each kilometer traveled beyond the corporate limits of the city. The company will pay all costs for board and room to all employees instructed to work on away-from-home projects. Upon returning from out-of-town trips, the Company will reimburse the money the employee paid for room and board, upon presentation of receipts.

The Company will review the travel allowance rate for out of town work on a project-by-project basis. Should adverse road conditions and/or other extenuating circumstances warrant it, the Company may, at its discretion, adjust the existing rate upwards to a maximum of fifty three cents (53¢) per kilometer. Travel allowance rates for work on projects falling under the jurisdiction of a construction agreement are exempt from this provision. The travel allowance rates outlined in the specific construction agreement will apply in these instances.

ARTICLE NO. 14 - WORK IN OTHER JURISDICTIONS

It is mutually agreed that in the event the Company obtains a contract from 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 the Agreement, then such wages shall apply only for the duration of such contract.

ARTICLE NO.15 - GRIEVANCE PROCEDURE

Section A

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 in this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement 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 and layoff - ten (10) days
- b) All others - fifteen (15) 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 Local 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) Union members selected by the Union, and two (2) Company members appointed by the President of the Company.

STEP 4-A - Failing settlement under Step 4, an application shall be filed seeking the assistance of a grievance mediator to deal with the grievance. The cost of the Grievance Mediator shall be borne equally by the Parties.

STEP 5 - Failing settlement under Step 4-A, 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.

Should an employee discharged feel that such dismissal is unjust, he may apply for a hearing under the Grievance Procedure within ten (10) days of the date of discharge. Should it be found that an error has been made, he shall be reinstated and reimbursed for all time lost. The monies paid to the employee for lost time shall be the average wage earned by the employee who is directly above him on the Seniority List, and the employee who is directly below him on the Seniority List.

Section B

If the Company may desire to submit a grievance, it will do so in writing directed to the Union. Notice of the grievance shall be mailed to the Union within five (5) days of the occurrence of the event upon which the grievance is based. The notice of the grievance shall state the specific nature of the occurrence giving rise to the grievance, the section or sections of the Agreement claimed to have been violated, and the relief sought. The Union shall meet with the Company within five (5) days of receipt of notice of the grievance. If no satisfactory solution is reached at this meeting, then the grievance may be referred as hereinbefore provided.

ARTICLE NO. 16 - HEALTH AND WELFARE

The Company agrees to administer for its employees, the Company Benefit Plan.

The Company agrees to pay one hundred percent (100%) of the total cost of the new Standard Benefit Plan, excluding upgrades to the benefit plan.

Any increase in premiums greater than ten percent (10%) on a year over year basis (January to January), the Company may modify the Company Benefit Plan. Modifications will be completed at the higher premium threshold following discussion with the Union.

The Company may make general changes to the Plan only with the agreement of the Union.

ARTICLE NO. 17 - AMENDMENTS AND TERMINATION

- (a) This Agreement shall remain in full force and effect from the first (1st) day of July 2017 until the thirtieth (30th) day of June, 2020, and from year to year thereafter, until terminated by either Party giving the other Party sixty (60) days notice in writing prior to the thirtieth (30th) day of June, 2020 or the thirtieth (30th) day of June in any year thereafter.

- (b) If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing such amendments shall give notice in writing to the other Party not less than sixty (60) days before the thirtieth (30th) day of June in any year.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:

Inland Concrete Limited
Ft. McMurray

ON BEHALF OF THE UNION:

General Teamsters,
Local Union No. 362

Stephen Abrahams
Labour Relations

Rick Prouty, Business Agent

LETTER OF INTENT #1

Re: Pension Plan

During the life of this collective agreement, the Company may present the employees with the option to move to the new Standard Company Pension Plan, for their consideration.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:

Inland Concrete Limited
Ft. McMurray

ON BEHALF OF THE UNION:

General Teamsters,
Local Union No. 362

Stephen Abrahams
Labour Relations

Rick Prouty, Business Agent

LETTER OF INTENT #2

Re: Statutory Holiday Pay

In light of recent changes to the Employment Standards Code the parties agree to the following in order to meet that requirement:

The Company at the end of each year will do a one-time top up payment to four point four percent (4.4%) of gross daily wages – to align with Employment Standards requirements. Gross daily wages shall include regular straight time pay, general holiday pay and vacation pay only. The top up calculation will be four point four percent (4.4%) of gross daily wages – minus the total amount paid for General Holidays per Article 16:03 in that same calendar year.

The parties agree if the Provincial Government changes the requirements for General Holiday pay calculation in the Employment Standards code the parties agree to delete this Letter of Understanding and revert back to the original language in 16:03.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:

Inland Concrete Limited
Ft. McMurray

ON BEHALF OF THE UNION:

General Teamsters,
Local Union No. 362

Stephen Abrahams
Labour Relations

Rick Prouty, Business Agent