

COLLECTIVE AGREEMENT BETWEEN:

**LAFARGE AGGREGATES, CONCRETE and ASPHALT
Calgary Pipe Plant**

A Division of Lafarge Canada Inc., A Member of LafargeHolcim
(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.

December 1st, 2017 to November 30th, 2020

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NOW THIS AGREEMENT WITNESSETH:

PREAMBLE

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, and singular or plural, in the provisions of this Agreement, shall be considered to apply to all employees equally.

ARTICLE NO. 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for all employees employed at or out of the Company's Calgary, Alberta plant, excluding office staff, sales staff, supervisory personnel with the right to hire and fire, and those engaged in a confidential capacity related to labour relations.
- 1.02 The term "Negotiating Committee" as herein used shall mean the Negotiating Committee which is an appointed body of the Union, specifically authorized to negotiate and sign collective bargaining agreements on behalf of the Union subject to ratification by the membership and the Company.
- 1.03 The Union recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to establish qualifications, direct, control and determine the work force, and to make and 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. Management shall exercise its right in a fair and non-discriminatory manner. Without limiting the generality of the foregoing, such Company rights shall include the right to:
- a) hire employees, reserving unto itself the right to reject persons supplied by the Union in the same manner as any other applicant.
 - b) discipline, demote and discharge employees for proper cause.
 - c) determine the number of persons necessary for any functions or operations, and designate the work to be performed by said persons.
 - d) designate the time or times when an employee is to work, subject to the Collective Agreement, and
 - e) determine the qualifications of any employee to perform any work, subject to the Collective Agreement.
- 1.04 The Union shall appoint Shop Stewards who shall not be discriminated against. The Union shall give notice to the Company, in writing, of the names of the Shop Stewards selected, within ten (10) days of the date of selection.
- 1.05 The Company and the Union shall designate suitable and proper places where the Union may post notices of meetings and a copy of the Collective Agreement.
- 1.06 The Union and its representatives shall not interfere with an employee or group of employees during working hours without the consent of the proper official of the Company.

ARTICLE NO. 2 - UNION SECURITY

- 2.01 The Union shall be the sole bargaining agent for all the Union employees under this certification.

- 2.02 The Company will provide bulletin boards on which the Union may post necessary notices to its members.
- 2.03 The Union shall appoint or elect Shop Stewards, and shall notify the Company in writing of such appointment or election. The Company shall recognize Shop Stewards, and shall not discriminate against them for lawful Union activity.
- 2.04 Authorized agents of the Union shall have access to the Company's establishment during working hours, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule.
- 2.05 The Union recognizes the right of the Company to hire whomever it chooses, subject to the seniority provisions contained herein. The Company shall, however give the Union the equal opportunity to refer suitable applicants for employment. The Company shall however give preference to Union members when additional employees are required.
- 2.06 All persons referred to above will be required to sign authorization for Check-off and Initiation Fees, Union Dues, fines and assessments, which may be levied by the Union in accordance with the Constitution and/or Bylaws. Such check-off shall be irrevocable during the term of this Agreement.
- 2.07 The Company agrees that all employees shall be members of the Union as a condition of employment, and all new employees, must become members of the Union prior to commencing employment with the Company. The Union will supply the Company with application forms for Union membership, and dues deduction authorization forms, which shall be signed by all new employees, on the day on which they are hired. All completed copies of application for Union membership forms shall be returned to the Union, and shall serve as notification of the commencement of employment.
- 2.08 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any Initiation Fees, dues, fines or assessments, levied in accordance with the Union's Bylaws, owing by said employees hereunder to the said Union. Monies deducted during the month shall be forwarded by the Company to the Secretary-Treasurer of the Union, not later than the fifteenth (15th) day of the same month, and shall be accompanied by a written statement of the names of the employees for whom the deductions were made, and the amount of each deduction. Failure of the Company to remit to the Union the monies deducted from employees within two (2) weeks after deductions are made, shall give the Union the right to take such action, as it deems necessary.

ARTICLE NO. 3 - HOURS OF WORK AND OVERTIME

- 3.01 a) The regular hours of work shall be:
- Daily maximum, Monday through Saturday inclusive -
- five, eight (8) hour days, or four, ten (10) hour days, exclusive of a lunch period.
- Weekly maximum forty (40) hours
- The Company will implement a Monday to Saturday schedule of ten (10) hours rotating shift schedules.
- b) The regular work day for the day shift shall normally be performed between the hours of 5:00 a.m. and 6:00 p.m. for all employees covered under this agreement.
- c) The Company does not guarantee to provide work to any employee for any hours, assigned or otherwise.

- 3.02 a) Overtime, as well as Friday and Saturday work shall be on a voluntary basis and will be divided as equally as possible among the employees normally performing the work to be done unless the normal schedule includes a Friday or Saturday. All employees who are confirmed for overtime will be guaranteed four (4) hours work or pay in lieu. Employees who volunteer and do not show up for work will be subject to discipline.
- b) Employees shall be notified by noon on the previous day when scheduled Saturday work is available, but should be notified sooner if possible. Except for extenuating circumstances, employees shall be notified, not less than two (2) hours prior to completion of their regular shift, if overtime is required.
- c) Overtime shall be paid as follows:
1. All hours worked above the regular scheduled day will be paid at one and one half (1 ½) times the regular rate of pay. Hours worked above twelve (12) hours per day will be paid at two (2) times the regular rate of pay.
 2. All hours worked on Sundays shall be paid for at the rate of double (2x) the regular hourly rate.
 3. In the event that work is scheduled on a paid Statutory Holiday, and is worked, one day's pay at the regular hourly rate for eight (8) hours shall be paid, plus double (2x) the regular hourly rate for each hour worked. A minimum of four (4) hours shall be paid at the rate of double (2x) the regular hourly rate for scheduled Statutory Holiday work.
- d) Saturday work will be paid at straight time rates until employees have reached forty (40) hours during the week. However, where employees have an excused absence during the week, all hours on Saturday shall be paid at the rate of one and one half (1 ½) times the regular rate of pay. In the event an employee calls in sick during the week, the absence may only be considered as "excused" if he/she provides a doctors note date for the absence due to illness, to the employee's direct supervisor immediately upon return to work.
- e) If an employee works less than forty (40) hours at his regular hourly rate of pay, for reasons other than those set out above, he will be paid at his regular hourly rate of pay for hours worked on a Saturday, until he has worked forty (40) hours in that week.

3.03 It is understood that an employee will be at his/her work place and ready to assume his/her duties at the commencement of his/her scheduled working day, and that he/she will remain at his/her work position until no more than five (5) minutes before (for the purposes of clean up) the completion of his/her scheduled working day, except for authorized Leave of Absence. Employees who leave work earlier without permission will be subject to discipline.

The time entry system rounding rules will be changed to paid to the minute plus the five (5) minute clean up.

- 3.04 a) Employees instructed to report for duty shall be booked in immediately on reporting, and shall be paid a minimum of four (4) hours at the applicable rate of pay if the employee commences work, or two (2) hours if the employee is unable to commence work. Employees who choose to leave their shift early upon mutual agreement with the Company will only be paid for time actually worked.
- b) Where lack of work is due to power failure, fire, flood, Acts of God, or conditions beyond the control of the Company, the obligations of Article 3.04 a) shall not prevail.

3.05 **Shift Work**

- a) Employees can be assigned to a rotation of day shift, afternoon and/or night shift for safety, efficiency and balance of skills. The company will first seek volunteers and will provide two (2) weeks notice of scheduling a shift rotation.
 - 1. Afternoon shift shall be defined as any shift that commences on or after 2:00 p.m.
Night shift shall be defined as any shift that commences on or after 6:00 p.m.
 - 2. A shift premium of one dollar (\$1.00) for afternoon shift, and two dollars (\$2.00) for night shift, shall be added to the regular hourly rates for all hours worked for that particular shift.
- b) In the event that an employee receives less than ten (10) hours rest between shifts, she/he shall be compensated for all time worked on a shift which commenced within ten (10) hours of the termination of his last shift, by receiving time and one-half (1 ½) his/her regular rate of pay for that shift.

3.06 When an employee is required to work overtime in excess of three (3) hours for eight (8) hour shifts, or two (2) hours for ten (10) hour shifts beyond his/her normal shift, the Company shall provide the employee with a meal allowance of fifteen dollars (\$15.00).

3.07 All employees covered by this Agreement shall be paid every second week on Friday, by direct deposit. The Company shall provide every employee covered by this Agreement with an itemized statement complete with all details in respect of all wage payments made to such employee. Such statement shall be provided electronically.

3.08 Any significant error in payroll calculation by the Company shall be paid to the employee forthwith upon being brought to the attention of management. Any significant error or more than eight (8) hours shall be paid to the employee within five (5) business days upon being brought to the attention of management. Failure by the Company to correct this significant payroll error within five (5) business days will result in a penalty of one (1) hour pay per day until the error is corrected and paid.

3.09 Any employee called back to work after his/her regular hours of work, and after the employee has left the Company's premises, shall receive a minimum of four (4) hours pay at the established applicable overtime rate for the job performed. Such minimum of four (4) hours shall also apply to Saturdays, Sundays and Statutory Holidays.

3.10 Employees scheduled to work eight (8) hour shifts will be entitled to two (2) fifteen (15) minute paid breaks during each shift; one (1) will be granted during the first (1st) half (1/2) the shift and one (1) will be granted during the second (2nd) half (1/2) of the shift. A thirty (30) minute lunch period shall be arranged by the Company on the employees' own time, as close to halfway through the shift as possible.

Employees scheduled to work ten (10) hour or twelve (12) hour shifts will be entitled to three (3) fifteen (15) minute paid breaks during each shift; one (1) will be granted during the first (1st) four (4) hours, one (1) during the second (2nd) four (4) hours and one (1) after eight (8) hours. A thirty (30) minute lunch period shall be arranged by the company on the employee's own time, within the first (1st) six (6) hours of the shift. These breaks may not necessarily align with employees working an eight (8) hour shift and employees shall only take these breaks when instructed by their supervisor.

ARTICLE NO. 4 - GRIEVANCE PROCEDURE

4.01 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 the Agreement, in the manner provided in this Article, unless otherwise expressly provided in this Agreement.

4.02 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 direct supervisor.

Time limit to institute a grievance: five (5) days

STEP 2 – Failing settlement under Step 1, such grievance 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 President/CEO of the Company.

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

Should an employee unjustly discharged feel that such dismissal is unjust he/she 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/she 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 in the same classification, who is directly above him/her on the seniority list, and the employee in the same classification who is directly below him/her on the seniority list.

4.03 An employee will be accompanied by a Shop Steward or Business Representative of the Union, if there is to be any meeting or discussion which may result in discipline, unless declined by the employee. The Shop Steward will receive his/her regular rate of pay when attending the disciplinary meeting. If there is more than one (1) steward available, the employee may choose which steward will attend.

4.04 Should the employee or Union fail to adhere to any time limit under this Article, the grievance shall be deemed to be abandoned and not arbitral, unless the Company has agreed to waive any time limit.

4.05 Should the Company fail to respond to any of the time limits under this Article, the Union will have the right to refer the grievance to the next step in the grievance process.

4.06 If the Company or the Union believes it has grounds for a Policy Grievance, it may file a grievance in writing directed to the other party. Notice of the grievance shall be mailed to the other party in a timely fashion.

The grievance shall state the specific nature of the occurrence giving rise to the grievance, the Article or Articles claimed to have been violated, and the relief sought. The parties shall meet, and a response to the grievance will be given within ten (10) working days of the meeting. If no satisfactory solution is reached the grievance may be referred to Arbitration under Step 3 (4.02).

ARTICLE NO. 5 - STATUTORY HOLIDAYS AND VACATIONS WITH PAY

5.01 The Company agrees to recognize the following as paid Statutory Holidays:

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

In the event that a Government revokes a Statutory Holiday listed in this Article, such holiday will be removed as a Statutory Holiday from this Article.

In order to qualify for payment for the foregoing Holidays, an employee must:

- a) be in the employ of the Company for more than thirty (30) calendar days, immediately preceding the Holiday. This does not apply to Regular employees who have completed their probation and are recalled from layoff.
- b) have worked his/her regular scheduled shift immediately before and immediately after the particular Holiday. Should an employee be ill and unable to appear, either immediately prior or subsequent to the particular Holiday, a doctor's certificate indicating illness will be acceptable to the Company in lieu of the employee's appearance; it being further understood that no employee on Leave of Absence shall be paid for a Holiday falling within the Leave of Absence. This latter requirement may be specifically waived by the Company where necessary, and
- c) work on the Holiday when required or scheduled to do so.

5.02 Pay for these Statutory Holidays not worked shall be at the employee's regular hourly rate for eight (8) hours. Where employees are working four (4) ten (10) hour shifts and the Statutory Holiday falls on their normally scheduled work day, employees will be paid ten (10) hours for that Statutory Holiday. Where the Statutory Holiday would have been a regularly scheduled day for the employee, these hours will apply for the purposes of calculating overtime under Article No. 3.02(c)(1).

5.03 Should a Statutory Holiday described in Section 5.01 of this Article fall on a Saturday or Sunday, it shall be observed on the following working day or days. No work shall be performed on Labour Day, except where safety to life and property make it necessary.

Statutory Holidays may be moved to any other day than the recognized holiday, provided the majority of the employees, and the Company Management, agree to such change.

5.04 Employees with ten (10) or more years of continuous service will receive one (1) Float Day per year, paid at the regular rate of pay.

Employees with fifteen (15) or more years of continuous service will receive two (2) Float Days per year, paid at the regular rate of pay.

All float days will be considered as additional vacation days and are subject to the ten percent/fifteen percent (10%/15%) rule. Employees must provide one (1) week's notice to the Company. Requests to use float days will not be unreasonably withheld.

Float days can be used as sick days, however the request to use a float day as a sick day must be made at the same time the employee notifies his/her Supervisor of the absence due to illness.

- 5.05 a) Employees with less than five (5) years continuous employment with the Company shall be entitled to two (2) weeks vacation, with payment of four percent (4%) of their previous year's gross earnings.
- b) Employees with five (5) years but less than twelve (12) years continuous employment with the Company shall be entitled to three (3) weeks vacation, with payment of six percent (6%) of their previous year's gross earnings.
- c) Employees with twelve (12) years but less than twenty (20) years continuous employment with the Company shall be entitled to four (4) weeks vacation, with payment of eight percent (8%) of their previous year's gross earnings.
- d) Employees with twenty (20) or more years continuous employment with the Company shall be entitled to five (5) weeks vacation, with payment of ten percent (10%) of their previous year's gross earnings.
- e) New employees must complete one (1) year of employment to be eligible for vacation time off.
- f) The timing of vacations shall be fixed by the Company, consistent with the efficient and continuous operation of its business. Not more than fifteen percent (15%) of the employees may take vacations at any one time; this reduces to ten percent (10%) during the months of July, August and September. Preference in the choice of dates for vacation periods shall be given on the basis of seniority. An employee may exercise her/his seniority in the selection of a vacation period only once in any calendar year.

During the months of July and August, vacations will be restricted to two (2) week periods. Employees, who book vacation during this time, will be required to take the vacation time they have booked. The Company may permit three (3) week periods or allow employees to forego their booked vacation time on an exception basis, provided the exception does not inhibit the Company's ability to meet business requirements and/or is due to extenuating circumstances. Where weeks become available they will be posted for other employees to have the opportunity to book.

- g) Preferred Vacation Schedule lists shall be posted by January 31 of each year, and employees shall designate their preferred vacation periods on these lists by March 31 of the same year. Should an employee fail to designate his/her preferred vacation periods on these lists within the prescribed time period, her/his vacation may be scheduled by the Company at its discretion. Final vacation schedules shall be established and posted by the Company by April 15 and these schedules shall remain posted for the balance of the year. Once finalized, vacation dates during the months of July, August and September cannot be changed or cancelled without approval of the Company and the Union. All other confirmed vacation dates may be changed only upon mutual agreement between the Company and the employee.
- 5.06 When any of the Holidays outlined in Section 5.01 of this Article fall within an employee's annual vacation, he/she shall receive in addition to his vacation pay, an additional day's pay for each such Holiday.
- 5.07 At the employee's option, vacation pay will be accrued or paid out every pay period. Accrued vacation will be paid out upon request by the employee, at the time the employee takes his/her booked vacation and on one (1) other occasion (or more if extenuating circumstances such as a furlough exist) during the calendar year. All unused accrued vacation dollars will be paid out automatically upon layoff or on the pay period including December 15th of each calendar year, whichever occurs first.

- 5.08 An employee who works a ten (10) hours shift schedule will not be required to work on the designated Statutory Holiday, and the Saturday prior to or following the designated Statutory Holiday when his schedule includes a designated Statutory Holiday.

The employee will be paid forty-eight (48) hours at straight time rate for the week provided he has worked all the shifts during the week in which the Statutory Holiday is scheduled.

When the Company schedules work on a Saturday following or prior to a Statutory Holiday, it will ask for volunteers. Employees who work a Saturday following or prior to a Statutory Holiday will be paid at time and a half (1 ½) rates.

ARTICLE NO. 6 - SENIORITY

- 6.01 Seniority shall be based on the length of continuous time an employee has been on the payroll at the Calgary Pipe Operation, subject to Section 6.02 of this Article.

- 6.02 An employee shall lose all seniority rights and his/her employment deemed to be terminated 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 6.03 of this Article
- d) layoff for more than nine (9) months
- e) absence from work for three (3) consecutive working days or more without advising the Company, giving reason for such absence.

- 6.03 a) In the event of changes in the size of the work force, the Company recognizes that its employees place a high priority on seniority and where ability, competency, efficiency, and qualifications are equal, seniority shall be the determining factor.

The Union recognizes there are no job bumping privileges and that there are circumstances when other factors must take precedence over seniority in order for the Company to efficiently manage its business. All things being reasonably equal, employees shall be laid off in reverse order of their seniority and recalled to work in the reverse order to that in which they were laid off. Where a layoff is required, the Company will first seek volunteers to take a layoff or winter leave of absence; probationary employees shall be laid off next.

Employees who request a voluntary layoff or winter leave of absence must advise the Company of the date he/she will be available to return to work. If an employee requests a return to work before his/her leave of absence has expired, he/she will remain at the bottom of the seniority list until such time as his/her leave of absence has expired, or until all other available employees have been recalled to work, at which time the employee would be recalled and resume his/her original seniority.

In the case of a winter leave of absence only, a period greater than thirty (30) calendar days as outlined in 6.05 may be granted for such leave at the Company's discretion. The duration of the leave shall not exceed five (5) months.

- b) Employees recalled to work following a layoff shall be informed or contacted by the Company by telephone between the hours of 8:00 a.m. and 4:00 p.m.. The Company shall make a minimum of three (3) attempts to contact the laid off employee in the presence of a Shop Steward.

Laid off employees shall respond to a recall request within three (3) working days, by contacting the Company between the hours of 8:00 a.m. and 4:00 p.m.. Should a particular laid off employee fail to respond to a recall request within three (3) working days, this recall procedure shall be applied to the next most senior laid off employee. Failure to respond to a courier letter within seven (7) calendar days from the date received at the last address on the employee's file shall result in the employee being terminated.

- c) Employees on layoff shall be responsible for ensuring that the Company is kept advised of changes of address or telephone number. Such employees shall designate a third party who will usually be available between the hours of 8:00 a.m. and 4:00 p.m., as a recipient of messages, should the laid off employee be unavailable during the above hours. Employees will notify the Company if they will be away from their residence for an extended time, and will contact the Company on a weekly basis, if requested to do so.
- d)
 - i) Employees officially recalled back to work from layoff shall be guaranteed two (2) weeks work or pay.
 - ii) Prior to all employees being recalled back to work, the Company may offer training opportunities to employees. These may be four (4) hour or eight (8) hour training sessions. For employees on layoff, these training opportunities will be on a voluntary basis and will not constitute a full return to duties nor a guarantee of work or pay as outlined in 6.03 d) i).

Employees who elect not to take these training opportunities may not be offered the opportunity at another time so they are encouraged to attend.

- 6.04 Seniority Lists shall be revised and posted by the Company once per year. Any errors shall be reported to the Shop Steward with a request for correction within thirty (30) working days of posting, otherwise the lists as posted shall define seniority.
- 6.05 The Company may grant Leaves of Absence for reasons other than ill health, but only to a maximum of thirty (30) calendar days. The granting of such leave shall be in writing, stipulating the time at which the leave begins and ends. Any extension of a Leave of Absence over thirty (30) calendar days shall be in writing and agreed upon by the Union. Should an employee fail to return to work on completion of the leave period, such employee shall be deemed to have quit his/her employment. Should an employee return before the expiration of her/his Leave of Absence, he/she shall not resume his/her seniority until the expiration of her/his Leave of Absence.
- 6.06 Any employee shall be considered probationary for the first one hundred and twenty (120) calendar days of employment.
- 6.07 The Company will not normally send home a senior employee with less than eight (8) hours work, while a junior employee on the same shift continues to work.

Whenever reasonably possible, senior employees shall be given preference for early starting times.

The Company recognizes that its employees place a high priority on seniority, and will attempt to apply this concept whenever reasonably possible. Where ability, competency, efficiency and qualifications are reasonably equal, seniority shall be the determining factor.

- 6.08 An employee who is transferred to a position outside the bargaining unit shall continue to accumulate seniority for a period of nine (9) consecutive months. If such employee is returned to the bargaining unit during the said nine (9) month period, she/he shall maintain his/her total accumulated seniority.

6.09 Seniority will prevail for the purpose of shift preference, new jobs, or vacancies, providing the employee is qualified or can qualify, but there shall be no job bumping privileges.

All new shifts, new jobs, or vacancies shall be posted by the Company, for a reasonable period of time, to enable employees to bid on such shifts or positions.

6.10 All employees who have completed their probationary period shall receive up to a maximum of two hundred and seventy-five dollars (\$275.00) as a safety footwear allowance each calendar year. To receive this benefit, the employee must submit a receipt within the calendar year, clearly describing the safety footwear purchased or repaired. The Company will reimburse the employee based on the receipt to the maximum amount.

The Company will supply five (5) pairs of summer coveralls and one (1) pair of winter coveralls for all full-time hourly employees with at least six (6) months service. These coveralls are to be maintained by the Employer, and will be replaced annually, due to wear, if required.

ARTICLE NO. 7 - BEREAVEMENT PAY AND JURY OR WITNESS DUTY

7.01 **Bereavement** - Employees who have completed the probationary period shall be entitled to Bereavement Leave as follows:

When a death occurs to a member of a Regular employee's immediate family, the employee will be granted upon request, an appropriate Leave of Absence. He/she shall be compensated for hours lost from his/her regular schedule, Monday through Friday, for up to three (3) days from the date of the death to the day following the funeral. Maximum compensation shall be eight (8) hours per day for the three (3) days or ten (10) hours for the three (3) days if scheduled for ten (10) hour shifts.

The employee's immediate family is defined as the employee's spouse, mother, father, step-mother, step-father, son, daughter, step-son, step-daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandson and granddaughter.

7.02 **Jury or Witness Duty** - Any employee with seniority who is required to perform jury duty, or is subpoenaed to appear as a witness in court, 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/her regular straight time hourly rate of pay for his/her regular scheduled hours of work.

The employee shall be required to furnish proof of Jury service or courtroom attendance and proof of any fees received. Any employee on Jury Duty or called as a witness shall make himself available for work before or after being required for such duty, whenever applicable. This Article will not apply to an employee who is on vacation, on Leave of Absence, or who is receiving benefits under the Health and Welfare Program or Workers' Compensation.

Employees must advise the Company as soon as they receive notice of Jury Duty summons in order for the Company to be able to manage the situation. Employees who fail to provide immediate notice to the Company will not be entitled to the reimbursement above.

ARTICLE NO. 8 - PENSION PLAN

8.01 Eligibility: Employees become eligible to participate in this plan after one hundred and twenty (120) calendar days with the Company.

8.02 Contributions: The Company will contribute three dollars and ten cents (\$3.10) per hour worked for each employee covered under this agreement who has completed the eligibility criteria above to the Prairie Teamsters Pension Plan.

This amount will increase to three dollars and twenty-five cents (\$3.25) effective December 1, 2018.

ARTICLE NO. 9 - HEALTH AND WELFARE

- 9.01 a) The Company will provide to all eligible employees the attached Health & Welfare Plan at no cost to the employees. The Plan will include one hundred percent (100%) prescription drug coverage with a prescription card. Employees become eligible for the Health and Welfare Plan on the first day of the month following thirty (30) days of employment with the Company.
- b) Layoff coverage will be available to a maximum of three (3) months for employees with less than one (1) year service and six (6) months for all employees with more than one (1) year service, at no cost to the employee. Employees who are laid off more than six (6) months can elect to continue their benefit coverage for a maximum of three (3) more months, provided they pay one hundred percent (100%) of the premiums to the Company monthly, prior to the month which the premiums apply. Benefits for which an employee is eligible under the lay-off coverage are:
- Life Insurance
 - Accidental Death and Dismemberment
 - Extended Health Benefits
 - Dental Benefits
- c) When an employee goes off work due to illness, or is in receipt of Workers' Compensation benefits, the Company shall continue to pay Health and Welfare premiums and Union Dues, provided:
1. the employee reimburses the Company for such contributions normally paid by the employee, and is at no time more than two (2) months in arrears to the Company,
 2. the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties,
 3. that when the employee returns to work, the Company shall deduct from his earnings immediately, any outstanding monies owed by the employee, and
 4. that in the event payment is not received by the Company after the two (2) month period, the Union shall immediately reimburse the Company for all owed funds on behalf of the employee.
- 9.02 Medical, surgical and obstetrical coverage in accordance with the Alberta Health Care Plan will also be provided on the basis of fifty percent (50%) payment of premium by the Company and fifty percent (50%) by the employee.
- 9.03 a) The Company may require any employee to undergo a physical examination at the expense of the Company. An employee shall comply promptly with any request to take such examination. The Company shall give the employee twenty-four (24) hours notice prior to such examination, and will compensate the employee for time lost. Compensation for lost time shall not exceed eight (8) hours per day at the employee's regular straight time rate of pay for regular working days, Monday to Friday.

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

The employee shall authorize her/his medical examiner to submit a medical report to the Company either clearing the employee to return to full duties or outlining all restrictions or modification required for the employee to return to work, and in the event that this report confirms the opinion of the Company's medical examiner, no further review of the case will be made.
 2. 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 a further examination by a mutually acceptable specialist.
 3. The diagnosis and recommendation of the medical specialist with respect to the employee's ability to carry out her/his regular duties shall be final and binding on the Company and the employee.
 4. Any unsatisfied claims for loss of wages due to alleged unwarranted medical suspension or medical discharge shall be resolved through the Grievance Procedure.

ARTICLE NO. 10 - LOST TIME INJURY

If an employee suffers an injury while on the job which prevents him/her from completing his/her shift, and the injury requires medical care, the employee shall be compensated for their full scheduled shift on that day.

ARTICLE NO. 11 - WORK PERFORMED BY SUPERVISORY PERSONNEL & FOREMEN/FOREWOMEN

- 11.01 Foremen/forewomen or other supervisory personnel not classified as part of this Agreement, shall not perform work which is normally performed by employees in the bargaining unit, except:
- a) in cases of emergency,
 - b) when performing research, experimental or development work,
 - c) when checking production or performance on various jobs or machines
 - d) when Regular employees are not available due to lateness or absence from work.

ARTICLE NO. 12 - RATES OF PAY

12.01 The Company agrees to pay, and the Union agrees to accept, during the life of this Agreement, the classifications of employees and the schedule of rates of pay, for all employees covered by the terms and conditions of this Agreement as follows:

CLASSIFICATION	Current	March 1/2018	December 1/2018	December 1/2019
Student	\$16.75	\$16.80	\$17.10	\$17.40
Probationary Labourer*	\$21.65	\$21.75	\$22.10	\$22.50
Labourer Level 1	\$22.90	\$23.00	\$23.35	\$23.85
Labourer Level 2	\$23.95	\$24.10	\$24.40	\$24.95
Labourer Level 3 / Quality Technician 1	\$25.50	\$25.65	\$26.00	\$26.55
Operator 1 / Patcher 1 / Formsetter 1/ Welder 1 / Quality Technician 2	\$26.60	\$26.75	\$27.10	\$27.70
Operator 2 / Patcher 2 / Formsetter 2 / Welder 2	\$27.60	\$27.75	\$28.15	\$28.75
Advanced Operator/Welder*	\$29.45	\$29.60	\$30.05	\$30.65
Ticketed Journeyman**	\$36.00	\$36.20	\$36.70	\$37.50
Dual Ticketed Journeyman***	n/a	\$37.70	\$38.20	\$39.00

*Advanced Operator/Welder – An employee would be appointed to the position of Advanced Operator/Welder when, Management determines the employee has demonstrated that he/she is able to perform proficiently in the following areas: technical knowledge, forethought, safety, problem and conflict resolution, teamwork, production efficiency and overall performance. Appointment to this position will not be solely based on time served with the Company.

**It is understood that the rates of pay for a Journeyman Apprentice shall follow the guidelines set out by the Province.

***This rate of pay is only available to employees holding two (2) valid tickets. This rate will only be paid for hours when the Company requires the employee to utilize the additional ticket. Where only one (1) ticket is being utilized by the Company the Ticketed Journeyman rate will apply.

Classification Definitions:

1. Labourer 1 - general duties include pulling pallets and headers, clean up and tops.
2. Labourer 2 - satisfactorily performs the duties of a Labourer 1 and is competent in set up, cage cutting, texam assisting and operating the water truck
3. Patcher / Formsetter - satisfactorily performs the duties of a Labourer 2 and is a competent Patcher or Formsetter.

All classifications will require a performance review as a requirement. The Company commits to putting in a process to ensure this is accessible for all employees. Where there is a disagreement on the outcome of the performance review this disagreement will be resolved using the grievance procedure.

12.02 Should additional classifications be required during the term of this Agreement, rates for such classifications shall be negotiated. In the event that the Union and the Company are unable to agree on rates for new classifications, negotiations shall follow the Grievance Procedure, beginning at Step 4.

12.03 Lead Hands and Assistant Lead Hands

Lead Hands appointed by the Company, as and when required, shall be paid a premium of two dollars (\$2.00) per hour above their regular hourly rate. A Lead Hand will be responsible for directing the workforce.

Lead Hand Assistants, as and when required, shall be paid a premium of one dollar (\$1.00) per hour above their hourly rate. These positions are to be appointed by management and will not be posted.

12.04 In the event that an employee is temporarily assigned to a higher classification, the employee shall be paid for all hours worked in the classification at the higher rate.

12.05 Other than in periods of layoff, in the event that an employee is temporarily assigned to a lower classification, the employee shall be paid at the higher classification.

ARTICLE NO. 13 - DURATION OF AGREEMENT

13.01 This Agreement shall remain in full force and effect from the first (1st) day of December 2017 to the thirtieth (30th) day of November 2020, and shall be automatically renewed for further periods of one (1) year each, unless notice is given in writing, by either Party to the other, for modification, during a period of not less than thirty (30) days and not more than ninety (90) days immediately prior to the termination date of this Agreement.

13.02 After notice to modify the Agreement has been given by either Party, the Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond said termination date, subject to the requirements of the Alberta Labour Act.

SIGNED THIS _____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:

Lafarge Aggregates, Concrete and Asphalt
Calgary Pipe Plant
A Division of Lafarge Canada Inc.,
a member of LafargeHolcim

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Susan Davison,
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Brad Gammill, General Manager

LETTER OF UNDERSTANDING #1

**BETWEEN: LAFARGE AGGREGATES, CONCRETE and ASPHALT
Calgary Pipe Plant**
A Division of Lafarge Canada Inc., a member of LafargeHolcim
(Hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
Affiliated with the International Brotherhood of Teamsters
(Hereinafter referred to as the "Union")

RE: STUDENT EMPLOYMENT

Students shall not be required to become Union Members until they have completed four (4) months continuous employment in any one (1) year, but as a condition of employment, they must pay regular Union Dues after thirty (30) calendar days of employment.

Any student working in excess of four (4) months in any year shall be recognized as a Regular employee, and shall be covered by the terms and conditions of this Agreement.

Students shall not be employed while full-time employees are laid off.

Students shall not be covered by the Lafarge Health and Welfare Plan or participate in the Pension Savings Plan.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Lafarge Aggregates, Concrete and Asphalt
Calgary Pipe Plant
A Division of Lafarge Canada Inc.,
a member of LafargeHolcim

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

Susan Davison,
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Brad Gammill, General Manager

LETTER OF UNDERSTANDING #2

**BETWEEN: LAFARGE AGGREGATES, CONCRETE and ASPHALT
Calgary Pipe Plant**
A Division of Lafarge Canada Inc., a member of LafargeHolcim
(Hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
Affiliated with the International Brotherhood of Teamsters
(Hereinafter referred to as the "Union")

RE: WORKING FOREMAN – ARTICLE 12.03 Lead Hands and Assistant Lead Hands

In addition to the Lead Hand and Assistant Lead Hand premiums currently in the collective agreement, the parties agree to the following on a trial basis:

At the sole discretion of the Company, Management may appoint a member of the bargaining unit to the position of Working Foreman.

This position will not have the authority to hire, fire or discipline however they will be expected to provide feedback on employees performance and they will be consulted for their input when an investigation is required and potential discipline may result.

The Company can appoint and un-appoint an employee to the Working Foreman position at any time with no notice or grievances from the Union.

An employee who has been appointed to the position of Working Foreman will be paid a premium of four dollars (\$4.00) per hour over the Advance Operator rate. If the employee is a Lead Hand or Assistant Lead Hand at the time of appointment they will not get both premiums. This Working Foreman premium will be the only premium received under 12.03 for Working Foreman.

The parties agree that this is a trial and at any time during the term of this agreement, either party can request a meeting to discuss this Letter of Understanding. This letter can only be removed or amended with agreement from both parties.

SIGNED THIS ____ DAY OF _____, 2018

ON BEHALF OF THE COMPANY:
Lafarge Aggregates, Concrete and Asphalt
Calgary Pipe Plant
A Division of Lafarge Canada Inc.,
a member of LafargeHolcim

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

Susan Davison,
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Brad Gammill, General Manager