

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

BETWEEN:

**CALGARY READY MIX OPERATION
GREATER CALGARY DIVISION
LAFARGE WESTERN CANADA
A Division of
LAFARGE CANADA INC.**
(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.

APRIL 1, 2019 – MARCH 31, 2021

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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 its employees, to provide for the amicable settlement of all disputes and grievances, and to establish rates of pay, hours of work, and other conditions of employment to be observed between the Parties hereto.

ARTICLE NO. 1 - BARGAINING AGENCY

- 1.1 The Union is recognized by the Company as the sole bargaining agent for its employees within the classifications 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.
- 1.2 The term "employees" or "employee" when herein used shall mean any workers or worker covered by this Agreement. Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, in the provisions of this Agreement, shall be considered to apply to all employees equally.

ARTICLE NO. 2 - UNION SECURITY

- 2.1
 - a) Each new employee, after seven (7) calendar days of employment, shall, as a condition of employment, become and remain a member in good standing of the Union for the duration of this agreement, or while he/she is an employee covered by the terms and condition of this agreement.
 - b) For the purpose of this agreement, the sole definition of membership in good standing means that they may pay in accordance with the provisions of this agreement, the regularly prescribed Initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
 - c) The employer agrees that when it hires new employees, the employer shall have such new employees fill in the required Union application for membership cards prior to commencing work and mail same to the Union office.
- 2.2 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, and pay over to the Secretary-Treasurer of the Union any monthly Union dues, Initiation fees, and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union.

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following Month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List is the updated Union's Pre-Billing statement as indicated below.

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement, columns showing all Monthly dues submitted for Members along with current address, postal code, date of hire and date of termination.

The Monthly Check-Off List will reference any:

- New Members to be listed in alphabetical order with current address, postal code and date of hire.
- Terminations or resignations are to be clearly identified with current address, postal code and date of termination or resignation;

If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included. Provided (Paragraph 5) is adhered to, the Union will provide to the Employer, the check-off list no later than the twenty-fifth (25th) day of the month from what the date is indicated on the check-off list. There shall be no responsibility on the part of the Company with respect to employment or probationary Employees should they be laid off or discharged during the probationary period.

Initiation Fees

The Employer agrees to deduct the Initiation Fees authorized by the Union in writing, under the terms and conditions outlined in Article 2.01, from each new employee who is not a member of the Union upon completion of the thirty (30) calendar days 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 Bylaws, 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

- 4.1 a) **Daily maximum Monday through Saturday** - eight (8) hours per day
Weekly maximum forty (40) regular hours per week (including only days actually worked or statutory holidays and bereavement)
- b) **Overtime** - All hours worked in excess of the daily or weekly maximums will be overtime, and paid for as follows:
- i. **Monday through Saturday** - Over eight (8) hours per day or forty (40) regular hours per week, one and one-half (1 ½) times the regular rate of pay.
- For clarity, employees who do not have forty (40) regular hours by end of day Friday due to requested days off (e.g. OBR, vacation or sick, etc) during the week Monday to Friday, will be paid straight time rates on Saturday until they reach forty (40) regular hours for the week. Employees who are available and ready for work who do not have forty (40) regular hours by end of day Friday who work on Saturday, will be paid at the rate of one and one-half (1 ½) times the regular rate for all hours worked.
- ii. **Sunday and Statutory Holidays** - two (2) times the regular rate of pay for all hours worked when the shift commences on a Sunday or Statutory Holiday. When Sunday work occurs, every effort will be made to utilize volunteers. If not enough volunteers are available, "force-ins" will commence with the most junior drivers. If an employee is forced in on Sunday, they will not be forced to work on Monday.

- iii. The Company will endeavour to provide an eight (8) hour plus travel time rest period between the end of one shift and the beginning of the next shift. If the employee has not had eight (8) hours of rest, he must notify his supervisor and dispatch that he cannot commence the next shift, and he must remain off duty until the completion of his rest period.
- iv. Employees will be expected to declare each day, at the start of their shift, if they are not available for overtime on that day, except in unforeseen and/or emergency cases related to health/medical or family reasons..

Overtime will be assigned by seniority, by equipment, for employees in the yard at the time the overtime is required.

- 4.2 a) From November 1st to June 30th - Daily call-out or call-back will be on a seniority basis, with the senior employees given first preference up to forty (40) hours in each week.

From July 1st to October 31st – Daily call-out or call-back will be on a seniority basis, with senior employees given first preference.

For this purpose, the work week shall commence on Monday at 00:01.

- b) **Saturday and Sunday Work**

Mixer Drivers who wish to work on Saturdays must advise the Dispatcher by signing his name on the posted list, on or before the preceding Thursday at 12:00 noon.

From November 1st to June 30th - Saturday work shall be offered first, in order of seniority, to employees who have not attained forty (40) hours work including Statutory Holidays and bereavement for the week, then in order of seniority, to employees who have attained their forty (40) hours work including Statutory Holidays and bereavement for the week.

From July 1st to October 31st – Saturday work shall be offered in order of seniority, with senior employees given first preference.

If there is still work to be scheduled, the Employer will schedule the remaining work from a rotation call.

The rotation call list will have employees assigned to a yearly Saturday Standby schedule. Employees may be called to work on their designated standby days whenever there are not sufficient drivers to fulfill the scheduled Saturday work.

The employee when called in will be guaranteed two (2) hours if the employee shows up and no work is performed and five (5) hours of work if the employee starts work.

All hours worked shall be at the applicable rate.

No employee will be forced to work on a Saturday that is his/her scheduled Saturday off.

With the exception of those employees who have not attained forty (40) hours work and/or pay for the week, or those employees who request early release, employees working on Saturday will be sent home in order of seniority.

Work on Sundays or General Holidays shall be assigned on a voluntary rotation basis.

4.3 Part-time Employees

- a) A Part-time employee shall:
 - i. be hired on an incidental and temporary basis to provide additional manpower,
 - ii. be carried on a regular Part-time Employees separate Seniority List.
- b) 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.

4.4 **Call-out Guarantee** - Employees instructed to report for duty shall be booked in immediately on so reporting, and shall be paid a minimum of five (5) hours pay if the employee commences work, or two (2) hours if the employee is unable to commence work. Employees required to work more than five (5) hours shall be paid for the actual hours worked at the regular rate of pay. Employees who have worked more than seven (7) hours who are offered the option by the Company to go home to free up their truck for another employee shall be paid eight (8) hours.

The Company will use a first in first out of the yard process for all loads while on straight time, subject to business requirements.

The Company will not load a junior employee if a senior employee with less than eight (8) hours is in the yard and available for work at the time of the load scheduled.

4.5 **Overtime Meal** – If an employee is required to work more than ten (10) hours in any shift, that employee shall be paid thirteen dollars and fifty cents (\$13.50) as a meal allowance, which shall be included on their regular paycheque.

4.6 **Rest Period** – The Company recognizes the need for a fifteen (15) minute rest interval for employees during the first and second half of any shift, to be taken on the Company premises where possible. Additionally within each five (5) hour work period, to be completed, the Company will provide additional time as required by Alberta Employment Standards inclusive of the two (2) breaks contemplated.

4.7 There will be no pyramiding of overtime or premium pay.

ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY

5.1 The minimum rates of pay and classifications of employment shall be:

| Year | Current Rate | April 1, 2019 | April 1, 2020* |
|----------------|--------------|---------------|----------------|
| Classification | Rate | Rate | Rate |
| Mixer Driver | \$ 34.92 | \$ 34.92 | \$34.92 |
| Trailer Driver | \$ 35.45 | \$ 35.45 | \$35.45 |
| Booster Driver | n/a | \$ 35.45 | 35.45 |

*The Parties agree to meet in March 2020 to discuss 2020 wages and determine whether or not the business can sustain an increase to the hourly rate. Where the parties cannot agree the matter will be referred to a pre-determined Arbitrator who will decide the matter. Where an increase is agreed to or decided by an Arbitrator, such increase will be effective on June 1, 2020.

Each employee on the seniority list as of the date of ratification shall be provided with a two hundred and fifty (\$250.00) gift card to be given to such employee in February 2020 or when such employee has returned from layoff or leave of absence if later than February 2020. Except employees who have not agreed to a repayment plan with the Company for money owed will not be provided with this gift card until a repayment plan has been agreed to.

5.2 Notwithstanding the foregoing, the Company in employing an employee who has not previously worked for the Company, whose skill and ability is unknown or unproven, may pay such employee at a student rate a maximum of five dollars (\$5.00) per hour less than the employee's classification rate as set forth in Section 5.1 above, and such lower rate shall not be paid for a period exceeding ninety (90) days from the date of employment. Once the employee has been signed off by the Driver Captain(s) and is operating a Ready-Mix truck without a trainer, such employees shall be paid full rate.

5.3 **Afternoon Shift:** A differential of one dollar and ten cents (\$1.10) per hour higher than the employee's regular day shift rate shall be paid to all employees working shifts starting between 12:00 noon and 5:59 p.m.

Night Shift: A differential of two dollars (\$2.00) per hour higher than the employees' regular day shift rate shall be paid to all employees working shifts starting between 6:00 p.m. and 4:59 a.m.

ARTICLE NO. 6 - ANNUAL HOLIDAYS

6.1 Upon completion of one (1) year or more service, employees shall receive two (2) weeks holiday with pay at four percent (4%) of their gross earnings.

6.2 All employees with five (5) years or more service, shall receive three (3) weeks holiday with pay at six percent (6%) of their gross earnings.

6.3 All employees who have completed twelve (12) years service with the Company shall receive four (4) weeks holiday with pay at eight percent (8%) of their gross earnings.

6.4 After the date of ratification, all employees who have completed twenty (20) years service, shall be entitled to receive five (5) weeks holiday with pay at ten percent (10%) of their gross earnings.

6.5 If an employee terminates his employ with the Company after he has had his holidays for the previous year, he shall be paid an additional four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) of his gross earnings for such time as he has accumulated toward a further holiday.

6.6 Employees who have completed one (1) year of service will be granted vacations on the basis of calendar years of service with the Company effective January 1st of the following year. A calendar year will be from January 1st to December 31st of the year. This change will be effective January 1, 2020 for employee.

6.7 The Company shall post on January 2 of each year, a vacation calendar and eligibility for employees to book their vacation time. Employees will select their vacation time by seniority by March 1 of each year. Scheduling conflicts will be resolved between March 2nd and March 14th. The Company will post the approved vacation schedule on March 15th of each year. Where there are weeks in the vacation schedule where no employees have booked vacation time, those weeks will be available to employees on a first come basis provided sufficient notice has been provided. Employees who have not selected their vacation by October 1 will have their vacation assigned by Management.

ARTICLE NO. 7 - GENERAL HOLIDAYS

7.1 The eleven (11) recognized Statutory Holidays shall be:

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

7.2 All regular employees shall be paid eight (8) hours pay for each of the eleven (11) Statutory Holidays listed in Section 7.1 above.

7.3 a) Employees absent from duty without Company authorization, on the day before or the day after the Statutory Holiday shall not be paid for the Holiday.

b) Employees absent from duty for a period of more than four (4) calendar days, prior to the Statutory Holiday, as a result of proven sickness or accident shall not be paid for the Holiday.

7.4 Employees who are asked to work and elect not to work on Labour Day or Remembrance Day will be excused.

7.5 In the event any of the above-mentioned Holidays fall during an employee's annual vacation, he/she shall be given a day in lieu of, to be taken on a mutually agreed upon date.

7.6 If an employee is absent from work, and is collecting Health & Welfare, W.C.B., or U.I.C. benefits, she/he shall not be entitled to receive payment for the Statutory Holiday, while receiving any of these benefits.

7.7 If an employee who has completed his probation period has been laid off, and he/she works five (5) days in the thirty (30) calendar day period prior to one of the recognized Statutory Holidays in Article No. 7.1, or five (5) days in the thirty (30) calendar day period following such Statutory Holiday, he/she shall be entitled to payment for that Statutory Holiday at the applicable rate of pay.

7.8 If the Federal or Provincial Governments declare any additional Statutory Holidays, the Company agrees to pay according to Section 7.2 above.

7.9 For the purposes of calculating overtime eligibility, regular hours paid for Statutory Holidays shall be included as hours worked.

7.10 All newly hired employees will be entitled to Statutory Holidays, and Health & Welfare coverage, commencing after the first thirty (30) calendar days of their Probationary Period, in accordance with the Act.

7.11 In the event that a General Holiday falls on a Saturday or Sunday the previous or following regular working day(s) shall be observed as the holiday.

ARTICLE NO. 8 - SHOP STEWARDS

8.1 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. The Shop Steward will receive his regular rate of pay when attending the disciplinary meeting.

Shop Stewards may be granted an unpaid Leave of Absence when requested by the Local Union to perform duties on behalf of the Union. The Union will provide the Company with reasonable notice if it requires a Steward for Union business, and will co-operate with the Company in ensuring that operation and production are not negatively affected.

- 8.2 The Union and its representatives shall not interfere with any employee or group of employees during working hours, without the consent of the proper official of the Company.
- 8.3 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

- 9.1 Wages shall be paid at least every second Friday by direct deposit in the employee's bank account. A pay statement will be provided by electronic payroll.
- 9.2 Not more than six (6) days pay may be held back.
- 9.3 Any significant error in payroll calculation by the Employer, shall be paid to the Employee forthwith upon being brought to the attention of Management.
- 9.4 Employees who have completed their Probationary Period with the Company will be entitled to up to three (3) consecutive regularly scheduled days paid Bereavement Leave, in the event of the death of an immediate family member, provided that such leave is taken within a seven (7) consecutive day period commencing from the date of death. The paid bereavement shall only include time lost from his/her regular schedule to a maximum of eight (8) hours per day.

For the purposes of this Article, immediate family shall be defined as the employee's spouse, mother, father, (including common-law and step-children) sisters, brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfathers, grandmothers, and grandchildren.

ARTICLE NO. 10 - SENIORITY

- 10.1 Seniority shall be based on the length of continuous time an employee has been referred to in the bargaining unit and the payroll at the Lafarge Calgary Ready Mix operation.
- 10.2 An employee shall lose all seniority rights, and be deemed terminated, for any one (1) or more of the following reasons:
- a) voluntary resignation
 - b) discharge for cause
 - c) failure to return to work after layoff
 - d) if layoff is longer than twelve (12) months.
 - e) 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.
- 10.3 Seniority will be on a departmental basis:
- a) mixer truck drivers
 - b) gravel and dump truck drivers
 - c) wash out person
- 10.4 a) In the event of a reduction in the working force, the Company shall apply the principle of "last on, first off" insofar as it is consistent with management's obligation to maintain an efficient working force. Following a layoff, rehiring shall be executed conversely to the outlined layoff procedure.

- b) In all layoffs the Company shall consider seniority of the employee (i) qualifications, (ii) ability of the employee, and where qualifications expressed in (i) and (ii) are relatively equal, the employee's seniority shall be the determining factor.
- c) An employee must inform the Company immediately of any change in his/her residential location and/or telephone number. This is required in the event the Company wants to contact him/her to return to work. If the Company is unable to do so at the last recorded address or phone number on our file, the Company will rehire the next driver on the Seniority List.
- d) If the employee advises the Company in writing of the date he/she will be available to return to work after layoff, it will not be necessary to report in, every fourteen (14) days.

Employees working less than fifteen (15) hours per week in three (3) consecutive weeks shall be provided with a layoff record of employment (ROE) upon request to enable them to initiate their Employment Insurance (EI) claim. However this will not be a formal long term layoff as employees will still need to be available on a daily basis and will be expected to work when requested by the business.

10.5 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every fourth (4th) month of each year. Any errors shall be reported to the Shop Steward for correction within thirty (30) calendar days after posting of such list.

10.6 a) Leave of Absence – April 1st to October 31st

During the period of April 1st to October 31st, requests for leave of absence shall be in writing, and will consist of a maximum of thirty (30) days; except ill health or leaves protected under provincial legislation. All leaves of absence must be approved by the Company. Any extension of leave of absence over thirty (30) days shall be in writing, and agreed upon by the Union, the Company and the employee concerned.

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

During the period of November 1st to March 31st, requests for leave of absence for any other reason other than ill health or leaves protected under provincial legislation, shall be in writing to the Company, and shall consist of a maximum of one hundred and fifty (150) days. A leave of absence will not extend beyond March 31st unless agreed to by the Union, the Company and the employee concerned. If any employee returns to work before his/her leave of absence is expired, he/she will remain at the bottom of the seniority list until such time as his/her leave of absence is expired.

Leave of Absence shall be granted once approved by the Company, by October 1st on a seniority basis. Requests starting after November 1st and returning before March 31st will be considered outside seniority and not more than twenty-five percent (25%) of the employees on the current seniority list will be granted a leave of absence during this one hundred and fifty (150) day period. Requests for leave of absence shall not be unreasonably withheld. Upon mutual agreement between the Company and the Union the number of employees permitted to take a leave of absence may be increased.

The LOA procedure will be as follows:

1. LOA requests handed in by September 15th
2. Company announces successful candidates based on seniority by October 1st
3. LOA period begins on November 1st – March 31st. LOA's within this timeframe approved by seniority up to twenty-five percent (25%).

- 10.7 In the event of a shortage of work in a department, due to the Company discontinuing its present departments or parts thereof, an employee may exercise his seniority within seven (7) days in another department. This clause does not apply to seasonal layoff.
- 10.8 If qualified, an employee who wishes to transfer to another department may transfer only if an opening exists in a department to which he/she is transferring. It shall be understood that an employee who transfers from one department to another department, will maintain and accrue their Company seniority, and therefore must remain in the department to which she/he transfers for one (1) continuous year before being allowed another transfer.
- 10.9 All newly hired regular employees shall be considered as probationary employees for the first ninety (90) calendar days of employment.
- 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.
- 10.10 Overtime, when necessary, will be assigned by seniority for the first load, and by management discretion thereafter, provided the drivers involved have completed their regular shift. The Company will not be required to re-assign trucks in order to assign overtime.

ARTICLE NO. 11 - MANAGEMENT

- 11.1 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. Management shall exercise its rights in a fair and non-discriminatory manner.

The Company shall always have the right to discipline or discharge employees, providing there is proper cause. When disciplining employees, the maximum suspension will be one (1) week, unless the action giving rise to the disciplinary action is alcohol and/or drug related, or relating to customer complaint(s).

An employee will receive a copy of any written reprimand or warning letter, placed on his file, with a copy to the Union. 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 reprimands or warning letters are more than eighteen (18) months old.

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.

- 11.2 Investigation Meetings

Any employee required to attend a formal investigation meeting which may result in discipline, will have a Shop Steward or Business Representative attend the meeting to represent the employee, unless declined by the employee in writing. Where the employee has declined a Shop Steward the Company will advise the Business Representative.

Verbal and Written Warnings

An employee who will be given a verbal or a written warning shall be provided with a Shop Steward where available. Where a Shop Steward cannot be provided, the Company will ensure a Shop Steward has been advised of the discipline to be given prior to meeting with the employee.

Suspensions and Terminations

An employee will be accompanied by a Shop Steward or Business Representative of the Union for any disciplinary suspension or terminations meetings, unless declined in writing by the employee. Where the employee has declined a Shop Steward the Company will advise the Business Representative. The Shop Steward will receive his regular rate of pay when attending the disciplinary meeting.

- 11.3 Discipline must be given to the employee within seven (7) business days from the date that the Company was aware of the infraction. The Union Shop Steward will be notified if the Company requires additional time to complete its investigation in the matter.

ARTICLE NO. 12 - GENERAL

- 12.1 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 conditions. All new trucks shall be equipped with air conditioning.

- 12.2 The intent of 12.2 is to provide the employee with a means of medical assistance to ensure the employee is fit for duty as soon as possible.

The Company may require any employee to undergo a physical examination, for work-related issues, at the expense of the Company, and employees shall comply promptly with any request to take such examination. To obtain clearance to return to full or modified duties the employee shall provide a completed physical demands analysis (PDA) from a medical practitioner of the employee's choice, prior to the employee's anticipated return to work date. The Company will provide the employee with the required PDA forms to be completed, upon which the doctor will outline the physical restrictions, if any. The Company shall give the employee twenty-four (24) hours notice prior to such examination, and will compensate the employee for time lost if the examination takes place during working hours. Compensation for lost time during work hours to visit aforementioned physical shall not exceed eight (8) hours per day, at the employee's regular straight time rate of pay.

In the event the Company, where reasonable circumstances exist, requests an independent evaluation of the employee's fitness to return to work, the Company will select an independent medical practitioner for the purposes of obtaining a second opinion. In the event that the two (2) medical opinions are materially different, the Company and the employee shall have their respective medical examiners confer and if required, arrange for a further examination.

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

An employee absent due to illness or injury shall update the Company as to the employee's return to work status, including the next scheduled doctor's appointment and/or possible return to work date and any work limitations, if applicable.

Any unsatisfied claims for loss of wages as a result of this article, shall be resolved through the Grievance Procedure.

This is subject to the Privacy Act (PIPA) regulations.

- 12.3 The Company must inform all superintendents and foremen to abide by the rules of this Agreement.
- 12.4 The Company agrees to maintain clean, sanitary washrooms with toilet facilities.
- 12.5 Truck drivers shall not have to leave their trucks and do other duties except in cases of emergency. Current existing practices shall continue with respect to maintaining the appearance and general care of the trucks.

12.6 Promotion

- a) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he/she may retain his/her seniority for a maximum of one hundred and twenty (120) days within the former unit.
- b) At the end of this period of one hundred and twenty (120) days, the employee must exercise his/her seniority rights by returning to his/her former unit, or relinquish all such seniority rights.
- c) However, should the Company discontinue the position or job to which the employee was promoted, such employee may return to his/her former unit, and have an adjusted seniority date, based on all seniority accrued while in the bargaining unit and under Article No. 12, Clause 12.7(a).

12.7 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 a reasonable time, excluding Saturday and Sunday, the reason for the suspension, and the length of the suspension.

12.8 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.

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, less pay received for Jury Duty or Witness Fee, whichever applies.

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

12.9 If the Company requires a driver to upgrade his/her license, the appropriate equipment will be provided for test purposes, and the driver will receive his/her regular rate of pay during the test period.

A driver who has completed one (1) year of service with the Company, will be reimbursed the cost of a medical examination which the employee has undergone as a requirement for maintaining his Alberta vehicle operator's license. The driver may use the Company designated physician for his medical examination.

12.10 It is agreed where part-time employees or mixer trucks are used, regular employees will be called in first, where possible without juggling drivers and trucks. Full-time drivers will not be sent home while a part-time employee or hired mixer truck is working, when a changeover on equipment can reasonably be made. An exception to this will be allowed if an employee is scheduled, and part-time or hired drivers are called in prior to the scheduled start time of the regular employee. If the regular employee's shift is subsequently cancelled, and part-time employees or other mixer drivers were used prior to such cancellation, the regular employee will be guaranteed eight (8) hours pay.

12.11 If an employee suffers from revocation of his/her drivers' license for an action committed while off duty, he/she will be given up to twelve (12) months leave of absence.

However, such leave of absence may be authorized only once to an employee.

The employee's seniority will not accumulate during this period.

- 12.12 **Health and Welfare Protection** - When an employee goes off work ill, or on Compensation, the Company shall continue to pay both his/her Health and Welfare premiums and Union dues, so the employee shall be protected to the utmost, provided that the employee reimburses the Company for such contributions normally paid by said employee, and is at no time more than five (5) months in arrears.

When an employee returns to work, the Company shall deduct from his/her earnings, any monies the Company has paid out in respect of his/her contributions.

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

- 12.13 The Company will provide up to five (5) sets of coveralls, including one (1) set of winter weight coveralls, to employees. When these coveralls become worn, and/or cannot be repaired, they may be replaced once per calendar year. Winter weight coveralls will be supplied as necessary, to employees on the payroll as of October 15.

- 12.14 Active employees who have completed the probationary period will be paid up to a maximum of two hundred and fifty dollars (\$250.00) effective April 1, 2015, to compensate for safety boots as required at work. Payment will be made upon presentation of proof of purchase.

Any employee starting or getting recalled in the first six (6) months of the year is entitled to full boot allowance. Any employee starting in the second half of the year is entitled to fifty percent (50%) of the yearly allowance.

ARTICLE NO. 13 - TRAVEL ALLOWANCE

- 13.1 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 kilometre, for each kilometre travelled 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.

Drivers who are called in to a location, and for any reason have to report to a different location on the same day using their own transportation, will be paid the amount of fifty-three cents (53¢) per kilometre from or to the location only. Such employee's hours of work for that day will conclude at the location where he/she has last parked his/her vehicle.

ARTICLE NO. 14

- 14.1 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 this Agreement, then such wages shall apply only for the duration of such contract.

ARTICLE NO. 15 - GRIEVANCE PROCEDURE

- 15.1 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) Discipline, termination or layoff - five (5) calendar days.
- b) all others - ten (10) calendar days.

For the purpose of the time limits above, the obligation shall only arise at the time the employee knew or ought to have known of an event.

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 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 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 who is directly above him/her on the seniority list, and the employee who is directly below him/her on the seniority list.

- 15.2 If the Company desires 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 ten (10) days of the occurrence of the event upon which the grievance is based.

The notice of 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 & WELFARE and PENSION PLAN

Appendix "A", attached to and forming part of this Agreement, covers Health and Welfare.
Appendix "B", attached to and forming part of this Agreement, covers Concrete Pumps.

ARTICLE NO. 17 - AMENDMENTS AND TERMINATION

- 17.1 This agreement shall remain in full force and effect from the first (1st) day of April, 2019 until the thirty-first (31st) day of March, 2021, and from year to year thereafter, until terminated by either Party giving the other Party sixty (60) days notice, in writing, prior to the thirty-first (31st) day of March 2021, or the thirty-first (31st) day of March in any year thereafter.
- 17.2 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 and not more than one hundred and twenty (120) days before the thirty-first (31st) day of March in any year.

SIGNED THIS ____ DAY OF JANUARY 2020

ON BEHALF OF THE COMPANY:

Lafarge Aggregates, Concrete and Asphalt

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Susan Davison
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Kris Lasek
General Manager, Calgary Ready-Mix

John Fife
Customer Service & logistics Manager, GCA RM

APPENDIX "B"

CONCRETE PUMP(S)

Should the Company add a concrete pump(s) to its fleet of owned and operated vehicles, the following guidelines will apply to its operation:

1. Individuals wishing to operate or help on a concrete pump truck will apply for positions when posted. The number and choice of operators/helpers will be at the Company's sole discretion. Those individuals will be trained in the operation of the pump(s).
2. Individuals chosen as pump operators/helpers will be included on the driver's seniority list. If they are driving mixer trucks, and pumping is required, they will switch to pumping. If they are not driving and pumping is required, they will be called in for pumping ahead of those above them on the seniority list.
3. Rates of pay will be:

Operator - Mixer Driver rate plus five dollars (\$5.00)
Helper - Mixer Driver rate
4. Pump operators/helpers may be required to operate a mixer truck and the pump on the same day. Appropriate rates will be paid for time worked on each unit. The pump rate will apply to all hours or part hours worked on the pump.

APPENDIX "C"

PRAIRIE TEAMSTERS PENSION PLAN

1. The Company will contribute, for all full-time employees, three dollars and twenty-five cents (\$3.25) per hour for each hour for which wages are earned, compounded for overtime hours to the Prairie Teamsters Pension Plan.
2. The contributions and remittances referred to in #1 above, shall be remitted monthly by the fifteenth (15th) day of the month following the month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.
3. Timely payment of contributions to the Trust provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:
 - a) The Union will advise the Company of the delinquency. If the Company has failed to respond within forty-eight (48) hours of receipt of the notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of the funds.
 - b) In the case of failure of the Company to contribute into the Fund on the due date, the Trustees in their joint names, may take legal action against the Company for the recovery of the amount due.

LETTER OF UNDERSTANDING #1

**BETWEEN: LAFARGE CONSTRUCTION MATERIALS
Calgary Ready-Mix Operation**
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: EMPLOYEE TRAINING AND DEVELOPMENT

Whereas the Company has undertaken a broad range of training initiatives to support its business and safety objectives, the Parties agree to support the Lafarge Certified Driver Training Program through its development and implementation within the Calgary Ready-Mix Operation. Specifically, the Lafarge Certified Driver Training Program will include training components in the areas of Product Knowledge, Customer Service, Safety, Environmental Awareness, and Technical Skills.

All employees of the bargaining unit will be required to participate in the Lafarge Certified Driver Training Program as a condition of employment. Employees will be compensated in accordance with the applicable provisions of the collective agreement for any time or expenses incurred as part of the Program. In addition, bargaining unit employees identified by the Company as Driver Trainers will be paid an additional five dollars and fifty cents (\$5.50) per hour for all hours worked in such capacity.

Any new employee will be paid five dollars and fifty cents (\$5.50) per hour less for all hours worked while in a trainee capacity. Once signed off by the Driver Trainer the Company will adjust the rate of pay for such employee to the rates outlined in 5.1.

SIGNED THIS ____ DAY OF JANUARY 2020

ON BEHALF OF THE COMPANY:
Lafarge Aggregates, Concrete and Asphalt

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

Susan Davison
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Kris Lasek
General Manager, Calgary Ready-Mix

John Fife
Customer Service & logistics Manager, GCA RM

LETTER OF UNDERSTANDING #2

**BETWEEN: LAFARGE CONSTRUCTION MATERIALS
Calgary Ready-Mix Operation**
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: PLANT PREFERENCE AND CALL OUT PROCEDURES

The following letter provides some guidelines for the manner in which the Company will operate the four (4) batching plants utilizing the one (1) bargaining unit as the source of ready mix drivers.

1. There will be a single seniority list for all employees in the bargaining unit covering four (4) batch plants: Spy Hill, Calgary East, Airdrie and High River.
2. The Company will post a location preference list on April 1st and November 1st of each year, to allow employees to indicate their location preference by seniority. The number of positions posted for, and the type of equipment to be stationed at each location, will be at the sole discretion of the Company. The Company will also have unfettered management rights to move equipment at any time between the four (4) batch plants/marshaling locations.

During this location preference election period, employees may also select from the following options:

- a) Location preference only
 - b) All locations with location preference (2 options)
 - i) Preferred location start time
 - ii) Maximum three (3) hour start time differential or change to a location with best start time.
 - c) All locations with location preference with one (1) rural location opt out (High River or Airdrie)
3. Start times will be assigned based on equipment demand by seniority. Where a driver has posted to a specific location, his/her start time will be established by his/her seniority relative to the other drivers posted to that location. Drivers unassigned to a location will be called in based on seniority alone. The Company will endeavour to schedule reasonably equitable starting times between four (4) locations, subject to customer requirements and delivery & operational efficiency. Where an employee's start time will be greater than three (3) hours later than a junior employee at a different location, employees who have elected option b(ii) in #2 above will be assigned to any location based on overall seniority.
 4. In the event at the Company discretion, if any locations are not operating, dispatch will call in drivers based on the last election (location preference only, all locations with plant preference (preferred location start time or max three (3) hour differential) or all locations with one (1) rural location opt out.
 5. Where unforeseen circumstances dictate the early closure of one (1) of the batch plants, senior employees, regardless of location, will be given preference to complete their regular hours for the day.

LETTER OF UNDERSTANDING #2 (Continued)

6. In the course of a shift, mixer drivers will load their trucks at whichever batch plant they are directed to by dispatch.

SIGNED THIS ____ DAY OF JANUARY 2020

ON BEHALF OF THE COMPANY:

Lafarge Aggregates, Concrete and Asphalt

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Susan Davison
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Kris Lasek
General Manager, Calgary Ready-Mix

John Fife
Customer Service & logistics Manager, GCA RM

LETTER OF UNDERSTANDING #3

**BETWEEN: LAFARGE CONSTRUCTION MATERIALS
Calgary Ready-Mix Operation**
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Union have informed the Company that the employees have agreed to have the Company make the following deduction from each employee's pay, and the Company agrees that it will deduct five cents (5¢) per straight time hour worked from all employees wages, and will remit the amount monthly to the Local Union as employee contributions to the Union Industry Advancement Fund.

Payment of said funds shall be made to the Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the Local Union.

These funds assist in the administration of the Local Union. Therefore, the total amount will be added to the yearly dues amount, and included in the total for T-4 purposes.

SIGNED THIS ____ DAY OF JANUARY 2020

ON BEHALF OF THE COMPANY:
Lafarge Aggregates, Concrete and Asphalt

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

Susan Davison
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Kris Lasek
General Manager, Calgary Ready-Mix

John Fife
Customer Service & logistics Manager, GCA RM

LETTER OF UNDERSTANDING #4

**BETWEEN: LAFARGE CONSTRUCTION MATERIALS
Calgary Ready-Mix Operation**
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: LATE START SHIFTS

Where the Company elects to utilize a late-start shift by replacing early call drivers, the Company will make reasonable efforts to replace these drivers on a rotational basis, provided:

- a) The early start driver is expected to return to the plant within an hour of the late start driver's shift commencing,
- b) The efficient operations of the facility is maintained, including maximizing asset utilization, and
- c) Subject to equipment requirements.

The above will be applied based on a plant basis.

Employees who wish to be considered for replacement must indicate their preference in writing at least three (3) days in advance. Such employees will receive first preference provided the efficient operation of the facilities are maintained.

The application of this letter may be the subject of discussion between the Company and the Union at any time during the term of the Agreement.

SIGNED THIS ____ DAY OF JANUARY 2020

ON BEHALF OF THE COMPANY:
Lafarge Aggregates, Concrete and Asphalt

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

Susan Davison
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Kris Lasek
General Manager, Calgary Ready-Mix

John Fife
Customer Service & logistics Manager, GCA RM

LETTER OF UNDERSTANDING #5

**BETWEEN: LAFARGE CONSTRUCTION MATERIALS
Calgary Ready-Mix Operation**
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: BENEFITS DURING LAYOFFS AND LEAVES OF ABSENCE

The Company and the Union discussed at length the benefits coverage available during layoff and leaves of absence. In order to ensure employees understand what coverage they have, the following clarifies the coverage available.

Leaves of Absence:

Where employees request a leave of absence, for reasons other than ill health or leaves protected under provincial legislation, of greater than thirty (30) days, they will be required to sign a waiver confirming they understand they do not have any benefits coverage during their leave of absence.

Layoffs:

Where employees request a layoff, they will be required to sign a waiver confirming they understand they do not have short term disability or long term disability coverage during their layoff period.

SIGNED THIS ____ DAY OF JANUARY 2020

ON BEHALF OF THE COMPANY:
Lafarge Aggregates, Concrete and Asphalt

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

Susan Davison
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Kris Lasek
General Manager, Calgary Ready-Mix

John Fife
Customer Service & logistics Manager, GCA RM

LETTER OF UNDERSTANDING #6

**BETWEEN: LAFARGE CONSTRUCTION MATERIALS
Calgary Ready-Mix Operation**
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: ARTICLE 12.11 & MEMORANDUM OF AGREEMENT DATED DECEMBER 28, 2020

The Company and the Union agree to the following:

Whereas the Parties agree to the current practices of distribution of work are not changed by this Agreement and existing bargaining rights of the Teamsters are not reduced. It is the intention of the parties that this agreement not be used or interpreted to redistribute work opportunities, customers, or equipment between the plants.

And whereas the terms of this agreement, described in paragraph 1 below, shall only apply to the delivery of concrete from the Company's Calgary, Airdrie and High River operations. For the sake of greater clarity, it shall not apply to the Company's Foothills operations.

And whereas Foothills operations shall continue to deliver concrete from any Ready-Mix Plant to customers and deliveries inside the boundary of the City of Calgary provided the number of deliveries to commercial projects inside the boundary of the City of Calgary remains substantially similar to existing levels.

Therefore concrete produced for delivery inside the boundary of the City of Calgary shall be delivered in trucks operated by Calgary Ready Mix drivers who are members of the Union and the work shall be subject to the terms and conditions of the collective agreement between the Union and the Company's Calgary operations (the "Collective Agreement"), except that concrete may be delivered inside the boundary of the City of Calgary by non-Union in the following circumstances.

- 1) On any day of the week, when all in-service Trucks assigned to the Company's Calgary operations are utilized by Calgary Ready Mix drivers who are members of the Union and those drivers receive a minimum of five (5) hours of straight pay. On these occasions, any overtime work opportunities will first be offered to Teamster drivers; or
- 2) In exception cases such as unforeseen equipment failure at a Calgary Ready Mix Plant or unforeseen unavailability of Trucks in the Calgary operations, and provided the Teamsters are notified; or
- 3) On Saturdays and Sundays, provided the following procedures and conditions are met:
 - a. The Company will utilize Calgary Ready Mix drivers who are members of the Union and who have volunteered to work and the work shall be subject to the terms and conditions of the Collective Agreement.
 - b. In the event there are insufficient volunteers, the Company may use non-Union drivers.
 - c. If not enough volunteers are available and the Company is unable to obtain sufficient non-Union drivers to do the work, the Company may require members of the Union to work, commencing with the most junior employee, and subject to the ABC list.

LETTER OF UNDERSTANDING #6 (Continued)

Notwithstanding the preceding, the Company reserves all rights to contract out work in accordance with the terms and conditions of the Collective Agreement.

SIGNED THIS ____ DAY OF JANUARY 2020

ON BEHALF OF THE COMPANY:

Lafarge Aggregates, Concrete and Asphalt

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Susan Davison
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

Kris Lasek
General Manager, Calgary Ready-Mix

John Fife
Customer Service & logistics Manager, GCA RM

LETTER OF UNDERSTANDING #7

**BETWEEN: LAFARGE CONSTRUCTION MATERIALS
Calgary Ready-Mix Operation**
(hereinafter referred to as the "Company")

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
(hereinafter referred to as the "Union")

RE: OPERATIONAL EFFICIENCY COMMITTEE

The parties agree to form a committee comprised of bargaining unit employees and management to discuss opportunities for improving operational efficiency. A minimum of two (2) bargaining unit employees will be invited to contribute to the conversations each quarter. Employees will be rotated each quarter to ensure well rounded discussions occur. It is critical to ensure we hear from a variety of employees with different experience levels and viewpoints. Financial benefits derived from efficiencies found by this Committee in 2020 will be shared with employees in 2021.

SIGNED THIS ____ DAY OF JANUARY 2020

ON BEHALF OF THE COMPANY:
Lafarge Aggregates, Concrete and Asphalt

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

Susan Davison
Employee & Labour Relations Manager

Bernie Haggarty, Business Agent

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