

AGREEMENT MADE THIS 10th DAY OF OCTOBER, 2018

BETWEEN:

INLAND CONCRETE ,
A Division of Lehigh Hanson Materials Limited
Edmonton, AB
(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,

January 1, 2017 – December 31, 2020

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WITNESSETH that the Parties hereto agree as follows:

ARTICLE NO. 1 - PREAMBLE AND OBJECTIVE

- 1.1 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.
- 1.2 During the duration of the Agreement, the employees shall not engage in any strike, work stoppage, work slowdown, or any action by the employees or Union to persuade or cause the Employer through hardship to change or amend the conditions of employment.
- 1.3 Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, in the provisions of the Agreement, shall be considered to apply to all genders of employees equally. Furthermore the term "employees" or "employee" where herein used shall mean any workers or worker covered by this Agreement.

ARTICLE NO. 2 - BARGAINING AGENCY

- 2.1 The Union is recognized by the Company as the sole bargaining agent for its employees within the classifications hereinafter set forth in Appendix A, 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, as specified under the Alberta Labour Relations Board Certificate No. 53-2017
- 2.2 The provisions of Appendices A and B attached shall be deemed to be contained in and form part of this Agreement.

ARTICLE NO. 3. - UNION SECURITY

- 3.1 It is agreed that as a condition of employment, each employee shall become, and remain, a member in good standing of the Union within seven (7) calendar days.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must 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.

- a) The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Company agrees that when it hires new Employees, the Company shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.
- b) The Company shall deduct 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 Company 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 Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-off List will reference;

- New Members: listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations: must be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;

If an Employee works anytime during a month 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.

- 3.2 The Company may hire Mixer Trucks. After a period of ten (10) days, the drivers of such Mixer Trucks shall become members of the Teamsters Union, and operate under the terms of this Agreement.
- 3.3 When hiring new employees, the Company will give the Union first opportunity of referral.

ARTICLE NO. 4 - PROBATIONARY PERIOD

- 4.1 All newly hired employees for employment shall be probationary employees for the first one hundred and twenty (120) calendar days from date of hire.
- 4.2 There shall be no responsibility on the part of the Company with respect to employment of probationary employees should they be laid off or discharged during the probationary period.

ARTICLE NO.- 5 - HOURS OF WORK

- 5.1 The regular hours of work for all employees shall be:
- Daily maximum -
Monday through Friday, eight (8) hours per day
 - Weekly maximum -
Monday through Friday, forty (40) hours per week.
- 5.2 Overtime - All hours worked in excess of the daily maximum will be overtime and paid for as follows:
- 5.3 Monday through Friday - over eight (8) hours per day, and up to twelve (12) hours per day, one and one-half (1 ½) times the regular rates of pay. Over twelve (12) hours per day, two times (2x) the regular rate of pay for all hours worked.
- 5.4 Saturday – time and a half (1 ½) times the regular rate of pay for all hours worked. Over ten (10) hours per day, two times (2X) the regular rate of pay for all hours worked.
- 5.5 Sundays and General Holidays - two (2) times the regular rates of pay for all hours worked.

- 5.6 Hours of work in excess of ten (10) hours per day will be assigned to employees on the basis of the "Driver Availability Log." All drivers with ten (10) or more years of seniority will sign the log as being available or not available for work. Drivers who sign the log as not available can still be loaded, up to the nine (9) hour mark for delivery, if required.
- 5.7 The log is to be completed by 4:00 p.m. on Thursday for the following two (2) weeks. If an individual is not working on Thursday, that person will sign the availability log on the first regular day of work. Further, the Company may contact the individual to determine their intentions respecting the availability log.

Whenever reasonably possible, daily call-out will be scheduled so that senior employees are given preference for the earlier starting time. For the purpose of this clause, seniority refers to an employee's seniority relative only to the other employees assigned to the same Plant.

The Company recognizes that its employees place a high priority on seniority, and the Company will diligently attempt to apply this concept to the daily call-out schedule when this can reasonably be done.

Where possible, the Company shall assign all equipment. Any new equipment shall be assigned by seniority, reviewing efficiency of the operator, competency provided the employee is capable of doing the job, on-going vehicle care, driving record. Seniority will only be considered when all above is equal.

The Union recognizes that there are occasions when other factors must take precedence over seniority in order for the Company to efficiently manage its business and meet its commitments to customers. The Union further recognizes that the Company has the sole right to determine when other factors should take precedence over seniority when preparing the call-in schedule.

There will be a sixty (60) minute maximum call in difference within a plant and then between all plants.

The Company will not send home a senior employee with less than eight (8) hours work, weather permitting, while a junior employee on the same shift continues to work, provided that a changeover in equipment can be reasonably be made. However, the senior driver will be offered priority on washout times while maintaining operational efficiencies.

The Company will not send home a regular employee while a part-time employee continues to work, provided a changeover in equipment can reasonably be made.

- 5.8 Lunch Period - If an employee is required to work twelve (12) hours or more 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.
- 5.9 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 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. The Rest period will be assigned as described in LOU #4 with the cooperation of all drivers. The Company shall make coffee available to the employees, at cost, at each plant.
- 5.10 Employees instructed to report for duty shall be booked in immediately on so reporting, and shall be paid for a minimum of four (4) hours pay if the employee commences work, or two (2) hours pay at the employee's applicable rate of pay, if the employee is unable to commence work.

- 5.11 Employees who are instructed to report for duty (name posted on the call-in sheets), and then subsequently cancelled due to unforeseen circumstances, shall be paid one (1) hour pay provided they are not recalled to report within three (3) hours of their posted starting time. In order to remain eligible for the one (1) hour pay, employees must keep themselves available for two (2) hours from their scheduled starting time, in the event of a re-call requirement. If recalled within the three (3) hours, employees will be paid from their original start time. There will be a one (1) hour lead time for the cancellation of a starting time.
- 5.12 The senior employee that have elected to participate in Article 5.6 or any other employee covered by the group of five (5) drivers eligible based on Letter of Understanding #2 will be paid up to the time that Dispatch notifies them they are not required plus thirty (30) minutes for washout. This change will be effective from November 1st to March 31st.

ARTICLE NO. 6 - CLASSIFICATION AND RATES OF PAY

- 6.1 The minimum rates of pay, and classifications of employment, for all employees covered by this Agreement, shall be as listed in Appendix A, hereunto annexed and forming part of this Agreement.
- 6.2 Effective January 1, 2012, a differential of one dollar and seventy-five cents (\$1.75) per hour higher than the employee's regular day shift rate shall be paid to all employees working on shifts starting between 12:00 noon and 5:00 a.m.
- 6.3 There shall be an nine (9) hour rest break between the end of one shift and the beginning of the next shift. When employees are booked back to work prior to the completion of the nine (9) hour rest period, they shall be paid at the rate of pay in effect on the last hour worked on the previous shift. This rate of pay shall continue until an nine (9) hour rest period has been completed.

ARTICLE NO. 7 - ANNUAL VACATIONS

- 7.1 Commencing with calendar year 1974, the years of service for the purpose of vacation policy shall be established as follows:
1. Each of the first five (5) consecutive years during which an employee works for the Company, regardless of the number of hours worked, shall be considered a year of service with that Company.
- 7.2 During the second (2nd) to fourth (4th) years inclusive of service, an employee shall be entitled to two (2) weeks vacation.
- 7.3 During the fifth (5th) to eleventh (11th) years inclusive of service, an employee shall be entitled to three (3) weeks vacation.
- 7.4 During the twelfth (12th) to nineteenth (19th) years inclusive of service, an employee shall be entitled to four (4) weeks vacation.
- 7.5 During the twentieth (20th) and subsequent years of service, an employee shall be entitled to five (5) weeks vacation.

7.6 Vacation pay shall be accrued as follows:

Effective date of ratification:

1. For the first (1st) to fifth (5th) years inclusive of service, vacation pay shall be four percent (4%) of all hours worked, based on the employee's gross earnings during the year in which he qualified for such vacation.
2. For the sixth (6th) to eleventh (11th) years inclusive of service, vacation pay shall be six percent (6%) of all hours worked, based on the employee's gross earnings during the year in which he qualified for such vacation.
3. For the twelfth (12th) to nineteenth (19th) years inclusive of service, vacation pay shall be eight percent (8%) of all hours worked, based on the employee's gross earnings during the year in which he qualified for such vacation.
4. For the twentieth (20th) and subsequent years of service, vacation pay shall be ten percent (10%) of all hours worked, based on the employee's gross earnings during the year in which he qualified for such vacation.

7.7 The Company may stagger vacations in order to maintain continuity and efficiency in its operations. Preference shall be given to senior employees as to choice of vacation time.

7.8 A vacation planning schedule will be posted on January 1st of each year. Employees will have until April 1st in which to select vacation for the year. The Company has the right to limit the number going on vacation, at one time, to ten percent (10%). Should more than ten percent (10%) employees elect the same block of vacation, priority shall be given to the senior employee. After April 1st, vacation requests will be deemed set and not subject to further adjustments. Vacation scheduling will be done on a weekly basis, rather than on a daily basis, wherever practical to ensure minimal disruption to operations.

ARTICLE NO. 8 - HOLIDAYS

8.1 The eleven (11) paid holidays shall be:

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

Employees shall receive eight (8) hours pay at their regular classification rate for the holidays listed above. If any Provincial or Federal regulated holiday is added then a non-regulated holiday will not be paid, but available as a day off.

This provision shall not apply however:

1. See Letter of Understanding #3 or
2. where the employee has been absent from duty for other than proven sickness and/or Company authorization on the day before and/or the day after the holiday, or
3. where the employee has been laid off and has not worked in the ten (10) calendar day period prior to the holiday or one (1) day after the holiday.

8.2 Employees will not be required to work on Labour Day and Remembrance Day. Employees may elect to work on Labour Day and Remembrance Day by signing up voluntarily. Employees working opportunities in other locations may be required to complete paid travel on Labour Day and may elect to do so.

Senior employees will not be required to work on statutory holidays. Senior employees may elect to sign up voluntarily for work on these days. Junior employees may be forced to work on all statutory holidays, except Labour Day and Remembrance Day, as required.

8.3 Where a Statutory Holiday falls on Saturday or Sunday, then either the immediately previous or following regular work day shall be observed as the Statutory Holiday.

ARTICLE NO. 9 - SHOP STEWARDS

9.1 There may be elected 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 Stewards shall not conflict with their regular employment and duties with the Company. The Company shall not discriminate against the Shop Stewards.

9.2 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.

9.3 When discussions take place with employees that are of a disciplinary nature, upon request, the employee shall have the option of having a Shop Steward or other Union Member present. Failure to abide by the above will result in any discipline resulting from said discussions or investigations null and void.

9.4 The Company and the Union will cost share eight (8) hours per day to each shop steward attending the negotiations

9.5 The Company and the Union will meet three (3) times annually as a part of the ongoing Union / Management relationship. The Company will schedule the date and time with the Union on a quarterly basis. Union stewards will be paid straight time hours for attending the three (3) annual meetings and the Company will maintain discretion to extend the meeting beyond two (2) hours in length. Special meeting requests will be reviewed and scheduled as necessary.

ARTICLE NO. 10 - PAYMENT CONDITIONS

10.1 All employees covered by this Agreement shall be paid by Direct Deposit, at least once every second week. The Company will make every effort to complete payment pay by Friday morning at 00.01 hours of the pay week. With regard to Statutory Holidays, if the Holiday falls on a Monday of the pay week the pay day will still be Friday. If the Holidays falls on a Friday pay day, the pay day will be made on Thursday. The Company shall provide every employee covered by this Agreement with a separate and detachable itemized statement complete in all details in respect to wage payments made to such employee.

10.2 Not more than five (5) days pay may be held back, making the pay period cut-off the Sunday prior to payday.

ARTICLE NO. 11 - SENIORITY

11.1 Seniority shall be based on the length of service an employee has been on the payroll of the Company in the branch area operation, subject to Section 11.3 of this Article. This clause does not apply to employees gainfully employed at another regular job or while they are on vacation.

11.2 An employee shall lose all seniority rights, and his employment will be terminated, for any one or more of the following reasons:

1. voluntary resignation,
2. discharge for cause,
3. failure to return to work after layoff,
4. a layoff of twelve (12) months or more,

11.3 Seniority shall prevail in the event of layoffs, with the junior employee being laid off first.

The Company agrees to re-hire laid off employees on a seniority basis, commencing with the last employee laid off. When recalling any employee to work after being laid off, the employee shall be notified by mail, with a copy to the Union, directed to the employee's last know address on file with the Company, and such employee will be allowed seven (7) days to report to work.

11.4 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every four (4) months. Any errors shall be reported to the Shop Steward for correction, within thirty (30) days after posting of such list.

11.5 Leaves of Absence will be given out at the discretion of the Company in order of seniority, and will only be granted at the written request of the driver. The number of Leaves of Absence will be based on business need and/or work load. Any request for a Leave of Absence must be made between November 1st and December 31st. The start date and end date of the Leave of Absence must be clearly defined and will not be altered once approved by the Company. The time frame to take a Leave of Absence is from November 1st and March 31st and cannot exceed one hundred and fifty (150) days. If a driver on a Leave of Absence wants to return to work prior to the approved end date, that driver will be put at the end of the seniority list until the Leave of Absence expires.

11.6 Any employee who has been employed by the Company for a minimum of thirty (30) calendar days, and is working less than twenty-eight (28) hours per week, between November 1st and March 31st, will be granted upon request, a layoff, and such request will not be refused by the Company providing the layoff is during the period between November 1st and March 31st.

11.7 The Company will grant to any employee who is a Union official, Leave of Absence without pay, for the purpose of attending Union conventions or Union business, for such period of time as may be reasonable in the circumstance, provided that such employee gives seven (7) days notice of the desire for Leave of Absence, and that in the judgment of the Company such leave will not interfere with the efficient operation of the Company's work in the department in which the employee works.

11.8 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, seniority may be retained for a maximum of one hundred and twenty (120) days within the former unit. At the end of this period of one hundred and twenty (120) days, the employee must exercise seniority rights by returning to the former unit, or relinquish all such seniority rights.

Should the employee return or be returned to the bargaining unit for any reason, the employee must remain within the unit for a minimum period of one hundred and twenty (120) days prior to exercising that privilege again.

If an employee returns to work before his Leave of Absence has expired, he will remain at the bottom of the seniority list, until such time as his Leave of Absence is expired.

- 11.9 When an employee within the bargaining unit covered by this Agreement, receives Leave of Absence to take a position within the Union, which is beyond the sphere of the bargaining unit, seniority may be retained for a maximum of one (1) year within the former unit. At the end of this period of one (1) year, the employee must exercise seniority rights by returning to the former unit, or relinquish all such seniority rights.

ARTICLE NO. 12 - MANAGEMENT

- 12.1 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 alter from time to time the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the Agreement.
- 12.2 It is also agreed that employees shall only be disciplined, demoted, or discharged, for proper cause, and all discharged employees shall have the reasons for their termination in writing.

ARTICLE NO. 13 - GENERAL

- 13.1 The Company shall not require an employee to drive any vehicle not equipped with the safety appliances required by law, or any vehicle not in a safe operating condition; but this clause will not affect the immunities of the Company under the Occupational Health and Safety Act.

- 13.2 The Company agrees to have a voice recording with shift starting times, not later than 6:00 p.m. Monday through Friday, and not later than 5:00 p.m. on Saturday. Shift starting times will be posted at all operating plants by the following morning.

The recording will be available not later than by 7:00 pm Monday thru Thursday with 6:00 pm on Friday and not later than 5:00 pm on Saturday from April 1st to October 31st and will utilize current times in language form November 1st to March 31st.

- 13.3 Any Company-requested physical or medical examination shall be promptly complied with by all employees, provided however that the Company has just and appropriate reason, and that the Company shall pay for all such physical or medical examinations, and for any time lost as a result thereof during the employee's regular working hours.
- 13.4 Employees who are required to take time off, for the purpose of driving or other tests for obtaining or renewing licenses or tickets, may do so only at Company convenience, and after providing seven (7) days notice to the Company.

In this instance, the Company shall provide, when necessary, equipment appropriate to the test to be taken, and will pay for time lost at regular rates of pay.

The Company will reimburse employees for the cost of a Class 1 medical and/or license renewal, up to a maximum of one hundred and seventy dollars (\$170.00) for all drivers who have actively operated a trailer unit in the prior calendar year.

The Company agrees to cover all course fees for H2S training, and agrees to pay employees at their regular hourly rate for time spent in H2S training.

Drivers with more than six (6) demerit points on their driver's license that have not completed a PDIC course must do so at their own Expense.

- 13.5 The Company must inform all superintendents, dispatchers and foremen to abide by the rules of this Agreement.
- 13.6 At no time will a foreman take an hourly classified employee's position.
- 13.7 The Company agrees to maintain clean, sanitary washrooms, toilet facilities, and lunchrooms at all plants.
- 13.8
1. Daily call-out or call-back, Monday through Sunday, will be on a seniority basis with the senior employees given first preference.
 2. In the event of call-out other than on the posted call-in sheet, the Company shall be deemed to have fulfilled its obligation with the completion of two (2) unanswered telephone calls to the employee's telephone number(s) provided by the employee to the Company. The employee is responsible to update current telephone information. If the employee has two (2) listed numbers, a primary and secondary number must be identified and the Company may call each number one (1) time for a total of two (2) calls.
 3. Any deviation from the call-out on a seniority basis will be mutually agreed upon to the satisfaction of the Union and the Company.
- 13.9 At no time, will an employee not covered by this Agreement take an hourly classified employee's position, except if Company drivers are unavailable.
- 13.10 Truck drivers shall not leave their mixer trucks, and do other duties, while the truck is in operation.
- 13.11 Any regular full-time employee who attends court to give evidence as a witness on behalf of the Company, will be reimbursed by the Company for the difference between the pay received for witness attendance and the employee's regular straight time hourly rate of pay for the employee's regularly scheduled hours of work. This clause will have no application for an employee on Leave of Absence, or when receiving benefits under the Health and Welfare program, annual vacation, Workers' Compensation, or as otherwise covered in this Agreement.
- 13.12 When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request an appropriate Leave of Absence, providing the employee has been employed by the Company for a minimum of thirty (30) calendar days. An employee shall be compensated for the hours lost from his regular schedule, Monday through Saturday, on the day prior to the funeral, the day of the funeral, and the day after the funeral. Saturdays shall be paid only if the employee is scheduled to work Saturday, as listed on the call-in sheet.
- Maximum compensation shall be eight (8) hours per day for three (3) days.
- Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, grandmother-in-law, grandfather-in-law, step-sons and step-daughters.
- 13.13 An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union in a timely manner. Such written reprimand or warning letter shall become a permanent part of the employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee, if the incidents are unrelated, or if such written reprimands or warning letters are more than twelve (12) months old.
- Employees with five (5) years or less seniority will be subject to the above written reprimands or warnings remaining on their file for a period of twenty-four (24) months.

13.14 As a general statement of Agreement policy, there shall be no pyramiding of premiums paid to compensate employees, unless specifically stated within this Agreement.

13.15 a) Where the Company requires employees to wear C.S.A. certified safety boots and/or clothing with reflective striping, the Company will pay each employee five hundred dollars (\$500.00) per year, pro-rated by the number of months or part thereof the employee worked in the prior calendar year, towards the purchase of safety boots and safety clothing. Employees will become eligible after one (1) year of service.

Payment will be made during the second pay period of January, or second pay period after recall.

b) The Company will reimburse each employee up to one hundred and fifty dollars (\$150.00) every two (2) calendar years for prescription safety glasses for employees who require them.

ARTICLE NO. 14 - TRAVEL ALLOWANCE

14.1 In the event the Company instructs an employee to travel to a project or job that is situated in excess of eight (8) kilometers 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-four cents (54¢) per kilometer travelled beyond the corporate limits of the city. The Company will pay all costs of board and room, to all employees instructed to work on away from home projects.

ARTICLE NO. 15 - WORK IN OTHER JURISDICTIONS

15.1 It is mutually agreed that in the event the Company obtains a contract with any Provincial, Federal, Municipal, or other, body requiring the payment of a wage schedule which is in excess of the hourly rates agreed upon in this Agreement, then such wages shall apply only for the duration of such contract.

ARTICLE NO. 16 - HEALTH AND WELFARE, OR SEPARATE AGREEMENTS

16.1 1. For current employees the health and welfare plan will remain in effect. The plan will be on a premium share basis between the employer and the employee. A maximum employee contribution of one hundred and twenty five dollars (\$125.00) per month will commence January 1st, 2019. Effective January 1st, 2020 employees will pay the additional premium cost, year over year, unless the parties agree to modify the plan to limit any increase. New hires after January 1st, 2019 will join the Prairie Teamsters Health and Welfare Plan. Effective January 1st, 2020, the employees will pay the additional premium cost, year over year, unless the parties agree to modify the plan to limit any increase. Other employees may elect to switch one time only. Layoff employees pay eligible premium up to six (6) months, less Short Term Disability, Long Term Disability, Life Insurance, and out of country coverage.

2. Any regular employee or member of the Union who is hired by the Company after the effective date of the Benefit Plan, shall join the Plan on the first (1st) day of the month immediately following thirty (30) calendar days from the date of employment with the Company.

3. It will be the responsibility of the Company for making premium remittances on their behalf. Premium remittances shall be submitted to the Plan Administrator no later than the fifteenth (15th) day of the month following the month in which the benefits were earned. The premium payable by the Employee shall be made by payroll deduction once monthly.

4. It shall be the responsibility of the Union to supply all necessary enrollment and claim forms to the Company, and it shall be the responsibility of the Company to forward all enrollment and claims forms completed by the Employees to the Plan Administrator.
 5. The Company shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after the receipt of the premiums to distribute same to the applicable insurance underwriter.
- 16.2 When an employee goes off work ill, or on Compensation, or a grievance is invoked on the employee's discharge, the Company shall continue to pay both Health and Welfare fees and Union dues, so that the employee shall be protected to the utmost provided:
- 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, and
 - the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two (2) Parties.
- In the event of any employee grievance being rejected, all monies paid by the Company under this Article, including the total premium, shall be paid to the Company by the employee.
- When an employee returns to work, the Company shall deduct from that employee's earnings, any monies the Company has paid out in respect of contributions.
- In the event an employee does not return to work, and the employee refuses or neglects on demand at his last known address, to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

ARTICLE NO. 17 - GRIEVANCE PROCEDURE

- 17.1 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.
- 17.2 **Step 1** - Any grievance of an employee shall first be taken up between such employee and the Supervisor, however the employee may attend with a Shop Steward.
- Time limit to institute a grievance:
- | | | |
|----|-----------------------|--------------------|
| a) | termination or layoff | five (5) days |
| b) | all others | fourteen (14) days |
- 17.3 **Step 2** - Failing settlement under Step 1, such grievance and any question, dispute, or controversy, that is not of the kind that is subject to Step 1, 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, within thirty (30) days of the occurrence of the grievance.
- 17.4 **Step 3** - Failing settlement under Step 2, 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. The initial presentation to the Board shall take place within fourteen (14) days of failure to settle under Step 2.

17.5 **Step 4** - Failing settlement under Step 3, 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.

17.6 If either the Company or the Union desires to submit a grievance against the other, it will do so in writing.

Notice of the grievance shall be mailed within fourteen (14) 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 and the Company shall meet 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.

17.7 The right of the Union to submit a grievance shall be limited to those circumstances that cannot properly be handled by a specific employee or group of employees.

ARTICLE NO. 18 - PICKET LINES

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

ARTICLE NO. 19 - AMENDMENTS AND TERMINATION

19.1 This collective Agreement shall be in force from the first (1st) day of January 2017 to the thirty-first (31st) day of December 2020, and thereafter from year to year unless either Party, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the aforementioned expiry date, by notice in writing, requires the other Party to commence collective bargaining. In such event, the provisions of this Agreement continue until either Party commences a lawful strike or lock-out.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:

Inland Concrete, a Division of
Lehigh Hanson Materials Limited
Edmonton, Alberta

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Stephen Abrahams
Labour Relations, LHML

Alan Porter
Secretary-Treasurer

APPENDIX "A"

Classifications and Wage Rates Per Hour

| | | JAN 1/2017 | | JAN 1/2019 | |
|-----|---------------------|------------|---------|------------|---------|
| 1. | MIXER TRUCKS | BASIC | PENSION | BASIC | PENSION |
| 1.1 | Trailer Mixer Units | 33.98 | 5.00 | 33.98 | 4.75 |
| 1.2 | Five Axle Units | 33.73 | 5.00 | 33.73 | 4.75 |
| 1.3 | Four Axle Units | 33.53 | 5.00 | 33.53 | 4.75 |

TRAINERS - Drivers who assist in training new employees shall be paid a premium of eight dollars (\$8.00) per hour for those hours so worked.

TRAINEES - During training period, until unit is turned over to trainee for unassisted operation, trainees shall be paid eight dollars (\$8.00) per hour less than their classification.

APPENDIX "B"

PENSION PLAN – TEAMSTERS PRAIRIE PROVINCES PENSION PLAN

Effective date of ratification all employees covered within this Collective Bargaining Agreement will participate in the Teamsters Prairie Provinces Pension. Contributions are as follows:

1. The Company will contribute for each employee, four dollars and seventy-five cents (\$4.75) per hour worked effective January 1st, 2019.
2. Employees subject to the Successor Application Board File No. GE-07497 will be paid Pension Monies as per collective agreement effective July 5th, 2017.
3. New Hires will be eligible to participate after twenty-four (24) months of employment.
4. Contributions and remittances referred to in a) above, shall be remitted monthly by the 15th of the following month to which they refer, together with a form supplied by the Union, which shall provide full instructions.
5. Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Funds shall be dealt with as follows:
 - a) The Union will advise the Company, in writing, of any delinquency.
 - b) If the Company has failed to respond within forty-eight hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Union may then request a meeting with the Company to provide for payment of funds.
 - c) In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

NOTE: Employees currently in the Company DPSP Plan will be transferred to the TPPP as soon as practical and the current plan will be wound up in a timely manner.

LETTER OF UNDERSTANDING #1

BETWEEN: INLAND CONCRETE, a Division of Lehigh Hanson Materials Limited
Edmonton, Alberta
(Hereinafter referred to as the "Company")
OF THE FIRST PART

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

RE: TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

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

The Company will deduct from each employee's pay, five cents (5¢) per straight time hour worked, 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 by the fifteenth (15th) of the following month.

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

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:
Inland Concrete, a Division of
Lehigh Hanson Materials Limited
Edmonton, Alberta

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

Stephen Abrahams
Labour Relations, LHML

Alan Porter
Secretary-Treasurer

LETTER OF UNDERSTANDING #2

BETWEEN: INLAND CONCRETE, a Division of Lehigh Hanson Materials Limited
Edmonton, Alberta
(Hereinafter referred to as the "Company")
OF THE FIRST PART

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

RE: Sections 5.6 and 5.7

The Parties hereto agree as follows:

Sections 5.6 and 5.7 are to be modified such that the number of drivers with a minimum of ten (10) years or service as of September 1, 2018 may sign the log as being not available for work in excess of ten (10) hours per day will be limited to a maximum five (5) at a time based on seniority. This includes any driver that for any other reason may not be loaded after nine (9) hours.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:
Inland Concrete, a Division of
Lehigh Hanson Materials Limited
Edmonton, Alberta

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

Stephen Abrahams
Labour Relations, LHML

Alan Porter
Secretary-Treasurer

LETTER OF UNDERSTANDING #3

BETWEEN: **INLAND CONCRETE, a Division of Lehigh Hanson Materials Limited**
Edmonton, Alberta
(Hereinafter referred to as the "Company")
OF THE FIRST PART

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

RE: **STATUTORY HOLIDAY PAY**

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

Effective January 1, 2019 - The Company at the end of each year will do a one-time top up payment to four point four percent (4.4%) of gross daily wages to align with Employment Standards requirements. Gross daily wages shall include regular straight time pay, general holiday pay and vacation pay only. The top up calculation will be four point four percent (4.4%) of gross daily wages minus the total amount paid for General Holidays per Article 8.01 in that same calendar year.

The parties agree if the Provincial Government changes the requirements for General Holiday pay calculation in the Employment Standards code the parties agree to delete this Letter of Understanding and revert back to the original language in 8.01.

NOTE: Existing LOU #3 will be deleted thirty (30) days after ratification.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:
Inland Concrete, a Division of
Lehigh Hanson Materials Limited
Edmonton, Alberta

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

Stephen Abrahams
Labour Relations, LHML

Alan Porter
Secretary-Treasurer

LETTER OF UNDERSTANDING #4

BETWEEN: INLAND CONCRETE, a Division of Lehigh Hanson Materials Limited
Edmonton, Alberta
(Hereinafter referred to as the "Company")
OF THE FIRST PART

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

RE: ADMINISTRATION OF REST BREAKS AND LUNCH

After a Driver has commenced work, and completed the pre-trip inspection of their vehicle, the Employer has the right to assign that Driver's first rest break. Start times are determined with the primary reason to for the driver to be available to commence their first delivery immediately. Circumstances of cancellations, mechanical issues, multi-plant start-ups and the like may impact the delivery schedule.

Moving to a Driver's delivery schedule, a Driver is obligated, after they have returned to the plant from each of their deliveries, to be available to load or notify the dispatch of being ready to load. A Dispatcher may grant or refuse a rest period dependent upon operational circumstances. In circumstances where a Driver has not had any prior break, or a first break, a Dispatcher may, upon the return of a Driver from any delivery, assign one (1) break of thirty (30) minutes.

In the event a Driver neglects to notify of being ready to load or be available to load in accordance with the above provisions, they may potentially forfeit either that rest break and/or any applicable payment appropriate to the circumstances – i.e. missed break payment. The Employer maintains its discretion based upon its operational requirements in these circumstances. This determination of forfeiture, however, is subject to any extenuating circumstances with respect to a Driver's failure to notify dispatch.

Where a Driver is not given a rest break within their shift, they are entitled to time being paid for the rest break they have missed.

The Company acknowledges it will make every reasonable effort to provide rest periods for those periods requested by drivers and subject to government regulations.

SIGNED THIS _____ DAY OF _____, 2019

ON BEHALF OF THE COMPANY:
Inland Concrete, a Division of
Lehigh Hanson Materials Limited
Edmonton, Alberta

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

Stephen Abrahams
Labour Relations, LHML

Alan Porter
Secretary-Treasurer