

THIS AGREEMENT MADE THIS 12th DAY OF APRIL, 2016

BETWEEN:

EDMONTON METRO READY MIX OPERATION
Edmonton, Nisku and Fort Saskatchewan
Greater Edmonton Area Market
Lafarge Western Canada Inc., 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, 2017 – MARCH 31, 2020

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WITNESSETH that the Parties hereto 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.

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, and singular or plural, in the provisions of this Agreement, shall be considered to apply to all Employees equally. Furthermore the term "Employees" or "Employee" where herein used shall mean any workers or worker covered by this Agreement.

ARTICLE NO. 1 - BARGAINING AGENCY

The Union is recognized by the Company as the sole bargaining agent for its Employees within the classifications hereafter 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.

ARTICLE NO. 2 - UNION SECURITY

2.1 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 Employee 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;
- Address change to be updated as well as name changes (i.e. marriage.)

If an Employee works anytime during a month, the Company 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.

ARTICLE NO. 3 - HOURS OF WORK

- 3.1 a) **Daily Maximum**
Daily maximum Monday through Friday - eight (8) hours
- b) **Overtime**
Monday through Friday:
- Over eight (8) hours - one and one-half times (1.5x) the regular rates of pay;
- Over twelve (12) hours - two times (2x) the regular rates of pay.
- c) **Saturdays:**
- One and one-half times (1.5x) the regular rates of pay.
- Over eight (8) hours - two times (2x) the regular rates of pay.
- Where the Saturday coincides with a General Holiday falling on the preceding Friday or following Monday, Employees will be paid one and one half (1.5x) times for the first six (6) hours and two (2x) times the rate thereafter.
- d) General Holidays and Sundays - two times (2x) the regular rates of pay

3.2 **Lunch Period** - The Company may give a one-half (1/2) hour lunch period, without pay, on Company premises, starting on or after twelve noon (12:00 pm) and finishing on or before one pm (1:00 p.m.). The Employee will not be required to keep himself available for work during the lunch period, however if he agrees to return to work before his lunch period is completed, no deduction will be made for any part of the lunch period taken.

If an Employee is required to work twelve (12) or more hours in any shift, he shall be paid fifteen dollars (\$15.00) as a meal allowance, which shall be included on his/her regular paycheck.

3.3 **Coffee Break** - The Company recognizes the need for a fifteen (15) minute coffee interval for Employees during the first and second half of any shift, to be taken on Company premises, where possible. The Company shall make coffee available to the Employees at no cost, at each plant.

Reporting

- 3.4 a) Employees instructed to report for duty, Monday through Sunday, shall be booked in immediately on so reporting, and shall be paid a minimum of four (4) hours at the applicable rate of pay if the Employee commences work, or two (2) hours at the applicable rate of pay if the Employee is unable to commence work.
- b) Employees who are instructed to report for duty (name posted on the call-in sheets) and later instructed not to report shall be paid one (1) hours pay provided that:
- i. They are not recalled to report within three (3) hours of their originally posted starting time, and
 - ii. They keep themselves available for possible recall for two (2) hours after their originally posted starting time.
- c) The Company shall provide an eight (8) hour break between shifts. Where an eight (8) hour break is not provided, all hours worked on the next shift shall be paid at one and one-half (1 ½) times the applicable rate of pay until an eight (8) hour break is taken. Where an Employee is required to start later than their normal start time to ensure the eight (8) hour break is taken, the Employee will be compensated for any regular hours from their normal starting time.

- 3.5 Weather permitting, the Company will not send home a senior Employee with less than eight (8) hours pay or work while a junior Employee continues to work, provided that a changeover in equipment can reasonably be made. However, the Company will endeavor to give the senior Employee the option to leave first, or continue to work.
- 3.6 The Company agrees to post shift starting times at all locations not later than 6:00 p.m. Monday through Friday, and not later than 2:00 p.m. on Saturday.

Daily & Weekend Call-Out

- 3.7 Daily call-out or call-back, Monday through Saturday, will be on a seniority basis, with the senior Employees given first preference.

The Employer shall post a list each week for Employees to volunteer for work on Saturdays and Sundays. Employees who wish to work on the weekend must sign the list, no later than 12:00p.m. on the preceding Friday.

If there are an insufficient number of volunteers for weekend work, then mandatory call-out will commence in reverse seniority.

- 3.8 All Employees must keep themselves available for call until 9:30 a.m. Monday through Friday. Employees who have signed up to work on a weekend will be required to keep themselves available for call until 9:30 a.m. on Saturday and Sunday. Drivers interested in working for the day will return the call in within 5 minutes or Management will have the ability to call the next person on the list.

ARTICLE NO. 4 - CLASSIFICATIONS AND RATES OF PAY

- 4.1 The following classifications and corresponding rates shall apply:

Classification	Current	January 1, 2018	April 1, 2018	April 1, 2019
Mixer Driver	\$ 32.15	\$ 32.20	\$ 32.40	\$ 32.85
Trainees*	\$ 24.15	\$ 24.20	\$ 24.40	\$ 24.85

*This rate will be paid during all periods where a new Employee is either in classroom training or is working with a trainer. Once an Employee has been signed off as a certified driver per the Company's Ready-Mix Driver Certification Program, such Employee will be paid the full Mixer Driver rate above.

Driver Captains ** – Employees who have been appointed Driver Captains by the Company, will be paid an additional fifty cents (\$0.50) per hour for every hour worked, while they hold this position.

Driver Classroom QL1 Instructor ** - Employees who are appointed as Instructors by the Company shall be paid an additional two dollars (\$2.00) per hour for each hour they are performing Classroom QL1 Instruction, Rollover Prevention and the SMITH Defensive Driving Course, or any additional material required by the Company. This premium does not compound for overtime. This premium will be paid to Driver Captains acting as Driver Classroom Instructors, over and above the hourly amount listed above. This premium will not be paid in addition to the Driver Trainer rate.

Driver Trainers ** - Employees who are appointed Driver Trainers by the Company, will be paid an additional eight dollars (\$8.00) per hour for each hour they are working as a trainer with a trainee, as required by the Company. This premium does not compound for overtime. This premium will be paid to Driver Captains acting as Driver Trainers, over and above the hourly amount listed above.

** The decision to appoint or un-appoint Employees to any of these positions will be at the sole discretion of the Company. The Company can remove this title from an Employee at any time without recourse.

4.2 An afternoon shift differential of one dollar (\$1.00) per hour higher than the Employee's regular rate shall be paid to all Employees starting work between 1:00 p.m. and 8:59 p.m.

A night shift differential of one dollar and fifty cents (\$1.50) per hour higher than the Employee's regular rate shall be paid to all Employees starting work between 9:00 p.m. and 4:59 a.m.

A night pour shift differential of two dollars and fifty cents (\$2.50) per hour higher than the Employee's regular day rate shall be paid to all Employees starting shifts between 9:00 p.m. and 4:59 a.m. This premium applies for night pours only.

ARTICLE NO. 5 - ANNUAL VACATIONS

5.1 Commencing with calendar year 1974, the years of service for the purpose of administration of vacation policy, shall be established as follows:

a) Each consecutive year during which an Employee works for the Company, regardless of the number of hours worked, shall be considered a year of service with the Company.

Employees who are absent due to a compensable injury or illness shall be credited with up to a period of one (1) year of service for the purposes of vacation entitlement provided the Employee returns to his employment.

5.2 Effective January 1, 2002, vacation pay shall be accrued as follows:

a) For the first (1st) to fifth (5th) years of service (inclusive), vacation pay shall be four percent (4%) of the Employee's gross earnings and two (2) weeks of vacation time.

b) For the sixth (6th) to twelfth (12th) years of service (inclusive), vacation pay shall be six percent (6%) of the Employee's gross earnings and three (3) weeks of vacation time.

c) For the thirteenth (13th) to twentieth (20th) years of service (inclusive) vacation pay shall be eight percent (8%) of the Employee's gross earnings and four (4) weeks of vacation time.

d) For the twenty-first (21st) and subsequent years of service (inclusive) vacation pay shall be ten percent (10%) of the Employee's gross earnings and five (5) weeks of vacation time.

5.3 Vacation pay accrued shall be paid out to the Employees as follows:

a) When an Employee takes his vacation, he may, at his option, request payment of all or any part of the vacation pay accrued to the date of commencement of his vacation.

b) At the end of each calendar year, all unused accrued vacation pay shall be paid out to the Employee.

c) If an Employee terminates his/her employment with the Company at any time during the year, he/she shall be paid unused accrued vacation pay to the date of his/her termination.

5.4 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 holiday time.

5.5 All Employees who request their vacation during the months of April 1 to September 30 of any year shall not be denied this request. However the Company has the right to limit the number going on holidays at one time to eight percent (8%) of master seniority list and holidays shall be granted on a seniority base.

5.6 Vacations shall be taken in blocks of five (5) days. However, one (1) week or five (5) single days may, at the Employees request and the Company's discretion, be taken as single or combined days (this amount can be increased at the Company's discretion.)

Vacation booked in blocks of five (5) days during the annual vacation booking period, shall be considered before single days. Once the vacation booking period has ended all vacation requests, single or blocks will be considered on a first come first served basis.

ARTICLE NO. 6 – HOLIDAYS

6.1 The eleven (11) paid Holidays shall be:

- | | |
|-----------------|------------------|
| New Years Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | Civic Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

Should the Government eliminate any one (1) or more of the above Holidays (i.e. Family Day) the day(s) will revert back to a regular working day, and the rates to be paid will be at straight time.

Employees shall receive eight (8) hours pay at their regular classification rate for the Holidays listed above. This provision shall not apply however, -

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

OR,

b) Where the Employee has been absent from work without the consent of the Company on the Employee's last regular work day preceding, or the Employee's first regular work day following the Holiday.

Should Employees be required to work on any of the above eleven (11) Holidays, they will be paid at two (2) times their regular rate for hours worked.

6.2 No work shall be performed on Labour Day except where safety of life or property, make it necessary.

ARTICLE NO. 7 - SHOP STEWARDS

7.1 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 Union also reserves the right to appoint Shop Stewards in the absence of an election. The Company shall not discriminate against the Shop Stewards.

7.2 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.

7.3 Unless specifically declined in writing, Employees must have a Union Shop Steward or where reasonable a Business Agent present during any disciplinary meeting(s) or such discipline will be null and void. In the event a Shop Steward or Business Agent is not available, another available Employee of the Employee's choosing may attend at the Employee's request.

7.4 The Business Agent, other Union official or Shop Steward will have the opportunity to address all new hires within the first (1st) month of employment. It is agreed that the time allotted will be not less than fifteen (15) minutes and will be at a time that is convenient for the Company.

ARTICLE NO. 8 - PAYMENT CONDITIONS

- 8.1 All Employees covered by this Agreement shall be paid every second week on a Thursday or Friday, by direct deposit. The Company shall provide every Employee covered by this Agreement with a separate itemized statement complete in all details in respect of all wage payments made to such Employee. Such statement shall be provided to the Employees electronically.
- 8.2 Not more than six (6) days pay may be held back, making the pay period cut-off the Saturday prior to payday. If a paid Holiday falls within the hold back period, up to seven (7) days pay may be withheld.

ARTICLE NO. 9 – SENIORITY

- 9.1 Seniority shall be based on the length of service an Employee has been on the payroll of the Company within this Bargaining Unit under this certification, subject to Section 9.5 of this Article. This clause does not apply to Employees gainfully employed at another regular job, or while they are on vacation. For the purpose of the administration of seniority provisions, seniority will be applied according to this Article and Letter of Understanding #2.
- 9.2 **Probationary Period**
All newly hired Employees shall be considered as probationary Employees for the first one hundred and twenty (120) calendar days following the successful completion of the training period. Employees re-hired within twelve (12) months will not be required to serve the probationary period.
- 9.3 On completion of one hundred and twenty (120) calendar days following the successful completion of the training period, such Employees shall be entitled to all rights and privileges of this Agreement.
- 9.4 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.
- 9.5 An Employee shall lose all seniority rights for any one or more of the following reasons:
 - a) Voluntary resignation
 - b) Discharge for cause
 - c) Failure to return to work after layoff.
- 9.6
 - a) Seniority shall prevail in the event of layoff, with the junior Employee(s) being laid off first.
 - b) The Company agrees to rehire laid off Employees on a seniority basis, commencing with the last Employee laid off. When recalling any Employee to work after being laid off, he/she shall be notified by the regular method of communication used for that Employee: phone, text and/or email. Where the Company is unable to reach an Employee using one of these methods; notification will be by registered mail, directed to the Employee's last known address, with a copy to the Union, and such Employee will be allowed seven (7) days to report to work.
 - c) Any Employee who has been on lack of work layoff for eight (8) months or more, shall be removed from the Seniority List, and the Company shall be under no further obligation to such Employee.
- 9.7 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 and sent to the Union. Any errors shall be reported to the Shop Steward for correction within thirty (30) days after posting of such list.

ARTICLE NO. 10 – LEAVE OF ABSENCE

- 10.1 Any Employee with a minimum of one (1) year seniority with the Company may request a Leave of Absence. Such Leave of Absence for any reason other than ill health, shall be in writing and agreed upon by the Company, the Union, and the Employee concerned, and will consist of a maximum of sixty (60) days. Any extension of a Leave of Absence over the initial period granted shall also be in writing and agreed upon by the Company, the Union and the Employee concerned.
- 10.2 The Company will grant to any Employee requested by the 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 circumstances, provided that such Employee gives seven (7) days notice of his desire for Leave of Absence, and that such Leave will not interfere with the efficient operation of the Company's work. Such leave requests will not be unreasonably withheld.
- 10.3 When an Employee within the Bargaining Unit covered by this Agreement receives Leave of Absence to take a position within the Company which is beyond the sphere of the Bargaining Unit, he may retain his seniority for a maximum of one (1) year within the former unit. At the end of this period of one (1) year, the Employee must exercise his/her seniority rights by returning to his/her former unit for a period of one hundred and twenty (120) days, or such shorter time as may be approved by the Union, or relinquish all seniority rights.
- 10.4 **Union Position Leave of Absence**
An Employee who is hired by the Local Union will be granted an unpaid Leave of Absence from the Company for a period not to exceed three hundred and sixty five (365) calendar days. The Employee will continue to accrue seniority during such Leave. At the expiration of the three hundred and sixty-five (365) calendar days, the Employee must return to his/her former position or relinquish all seniority rights with the Company.
- 10.5 **Seasonal Leave of Absence**
Any Employee who has been employed by the Company for a minimum of thirty (30) calendar days and is working less than thirty-two (32) hours a week for at least three (3) consecutive weeks, between November 1 and March 31, may be granted upon request a Leave of Absence, and such request will not be unreasonably withheld by the Company, providing the Leave of Absence is taken between November 1 and March 31. Employees who have been granted a Leave of Absence may return to work earlier than the original agreed upon date; however during that time they will be at the bottom of the seniority list until the earlier of their scheduled return date or April 1st.
- 10.6 **Seasonal Layoff/Records of Employment**
Effective November 1st to March 31st, any Employee may request a seasonal layoff in place of a junior Employee, subject to management approval. Requests will be evaluated on an individual basis. Employees who are laid off are expected to keep the Company informed about their availability to work during the layoff period. If an Employee secures alternate employment they must advise the Company. Where the Company has a requirement for a laid off Employee to work, as much notice as possible shall be provided and where reasonable reasons not to work are given the Employee will not be expected to work. Employees who have taken a seasonal layoff in lieu of junior Employee may work during the layoff however during that time they will be at the bottom of the seniority list until the earlier of their scheduled return date or April 1st.
- Where an Employee has reduced hours but is not laid off, the Company if requested will generate a Record of Employment (ROE) for any Employee who does not have work for seven (7) consecutive days, to allow such Employee to file for Employment Insurance (EI).
- 10.7 **Bargaining Committee**
The Company recognizes the need for a Bargaining Committee, a portion of which consists of Bargaining Unit Employees. Such Employees will be permitted to attend negotiations, without loss of pay and benefit for all sessions scheduled and attended with Management. The Union Bargaining Committee will consist of at least two (2) Bargaining Unit Employees. The Union may request additional Employees to be on the Committee and the Company will consider such request based on the circumstances at the time. The Parties agree that they will notify the other in writing of the names of Committee Members with as much notice as possible.

ARTICLE NO. 11 – APPROVED LEAVES

11.1 Bereavement Leave

Employees who have completed thirty (30) calendar days of service with the Company will be entitled to:

- a) A unpaid leave as required by the Employee to ensure they are emotionally able to return to work safely.
- b) Up to three (3) regularly scheduled days paid Bereavement Leave in the event of the death of an immediate family Member, provided that such leave request is initiated within a seven (7) consecutive day period commencing from the date of death. Employees will be compensated for up to eight (8) hours per day up to a maximum of three (3) days. Except in rare extenuating circumstances, this entitlement will be available for a maximum of three (3) weeks following the death of the family Member.

Where an Employee is required to travel beyond five hundred (500) km from Edmonton City Limits to attend the funeral of a family Member covered in this Section, an additional eight (8) hours may be paid to the Employee.

For the purpose of this Article immediate family shall be defined as the Employee's spouse, mother, father, children (including common-law and step-children), sisters, brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfathers, grandmothers and grandchildren, or as further defined by the Federal Code. Where the Alberta Employment Standards Code provides for Bereavement, such language will apply in place of the Federal Code.

- c) One (1) day paid Bereavement Leave to attend the funeral of the Employee's spouse's grandparents.

The paid Bereavement shall only include time lost from his/her regular schedule to a maximum of eight (8) hours per day.

11.2 Company Witness

Any regular full-time Employee who attends court or any other legal hearing 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 Workers Compensation, or as otherwise covered in this Agreement. Employees who are receiving benefits under the Health and Welfare Program will be reimbursed for the hours in attendance not to exceed a combined total income between the three (3) sources of income, the equivalent of forty (40) hours per week.

11.3 Jury Duty

Any Employee who is required to perform Jury Duty on a day or on days which he would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day and forty (40) per week less pay received for Jury Duty. The Employee will be required to furnish proof of Jury Service and Jury Duty pay received thereof.

This Clause will have no application for an Employee on leave of absence, on Workers' Compensation, or otherwise in this Agreement. Employees who are receiving benefits under the Health and Welfare Program will be reimbursed for the hours in attendance not to exceed a combined total income between the three (3) sources of income, the equivalent of forty (40) hours per week.

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

11.4 **Single Day off requests:**

Employees requiring a day off, for reasons other than vacation, are required to provide the Company with a minimum of two (2) weeks' notice and such request must be in writing. The Company will respond to such requests within forty-eight (48) hours. Any request that has not been approved or denied within this timeframe will be deemed to be approved. Employee requests made with less than two (2) weeks' notice may be considered at Management's discretion.

11.5 **Special Medical Leave/Days off**

Single Day off request process applies however special consideration will be given in the event of short notice due to unexpected earlier specialist appointments or emergency appointments. Evidence of appointment may be required.

11.6 **Marriage Leave**

The Company may grant, upon written request, up to five (5) consecutive unpaid days off for an Employee to attend his own wedding. This leave would be in addition to those permitted off per Article 5.5. The Company may require the Employee to provide evidence of the marriage and further may require the Employee to use vacation time. Reasonable requests will be approved on a case by case first come first served basis. These requests must be made with at least six (6) months' notice to be considered.

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

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 reason(s) for their termination in writing.

12.3 An Employee shall receive a copy of any discipline placed on his/her file. A copy will be sent to the Union office. Investigation and disposition of an incident will be done by the Company within five (5) working days. Upon completion of the investigation, any resulting disciplinary action will be taken immediately, excluding weekends and statutory holidays. The Company and the Union may extend the above time-lines by mutual consent. Such agreement will not be unreasonably withheld.

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 the law, or any vehicle not in safe operating condition, but this clause will not affect the immunities of the Company under the Occupational Health and Safety Act.

13.2 **Medical Exams**

Any Company or Government requested physical or medical examination shall be promptly complied with by all Employees, provided however that the Company shall pay for all such physical or medical examinations, and for any time lost as a result thereof during his/her regular working hours.

13.3 **Class 1 Licensing**

Employees who are required to take time off for the purpose of driving or other tests for obtaining or renewing licenses, 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.

In the event the Company requires a driver to obtain or use a Class 1 license, the driver will be reimbursed up to a maximum of one hundred and forty-five dollars (\$145.00) towards the cost of a medical examination which the Employee has undergone as a requirement for maintaining his/her Alberta Class 1 vehicle license.

- 13.4 The Company must inform all Superintendents and Foremen to abide by the rules of this Agreement
- 13.5 At no time will a Foreman take a Bargaining Unit Employee's position.
- 13.6 **Facilities**
The Company agrees to maintain clean, sanitary washrooms and toilet facilities at its main plant, and washroom toilet facilities and lunchroom at all other plants, provided that Employees do not abuse the facilities and do their part to maintain the facility.
- 13.7 At no time will an Employee, not covered by this Agreement, take an hourly classified Employee's position, except if Company drivers are not available.
- 13.8 Truck drivers shall not leave their mixer trucks and do other duties while the truck is in operation away from the Plant site.
- 13.9 **Safety Footwear**
All Employees shall receive a maximum Safety Footwear Allowance of one hundred and fifty dollars (\$150.00) each calendar year. To receive this benefit, the Employee must submit an original receipt within the calendar year, clearly describing the safety footwear. The Company will reimburse the Employee based on the receipt, to the maximum amount. In order to receive the footwear allowance, an Employee must work one thousand (1000) hours from the time he is employed by the Company, or from the time the Employee received his last allowance.

This amount will increase to one hundred and eighty dollars (\$180.00) each calendar year effective January 1, 2018.

Drivers are allowed to carry-over one (1) years worth of boot allowance and purchase boots every other year for double the allowance (with receipt).

New Employees will be entitled to one-half (1/2) of the Safety Footwear Allowance following completion of their probationary period.

ARTICLE NO. 14 - WORK IN OTHER JURISDICTIONS.

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. 15 - HEALTH & WELFARE

- A. The Company shall provide the Prairie Teamsters Health and Welfare Plan to all Members of the Union, and eligible dependents coming under the jurisdiction of this Agreement.
- B. Any Member of the Union who is in the employ of the Company on a regular full-time basis, on the effective date of the Health and Welfare Plan, shall join the Plan from that date.
- C. Any regular Employee or Member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following thirty (30) calendar days from the date of employment with the Company. Contributions shall begin as of this date and the Employee will be able to access benefits as of the first of the month in the month following. In addition, Employees will have access to full coverage under the benefit plan for one (1) month following the date of layoff.
- D. It will be the responsibility of the Company to ensure that all eligible Employees are enrolled in the Prairie Teamsters Health and Welfare Plan, and 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.

E. 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.

F. 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.

It shall not be the responsibility or obligation of the Company to supply or guarantee benefits or conditions contained within the Plan.

G. Medical, surgical and Obstetrical coverage in accordance with the Standard Plan of Service provided by Medicare in the Province in which the Employee is domiciled.

H. The cost of the Health Insurance Plan shall be paid by the Company and the Employees as follows:

The Company will pay a maximum of two hundred and fifty-five dollars (\$255.00) per month per eligible Employee for the Prairie Teamsters Health and Welfare Plan and Employees will pay the remainder through payroll deduction.

The maximum the Company will pay shall increase to two hundred and sixty-five dollars (\$265.00) per month per eligible Employee effective the first (1st) of the month following the date of ratification.

I. **Layoff Coverage**

Employees who are laid off may arrange with the Company, at their own expense, to remit the full cost of premiums to provide the Employee with Life Insurance, Accidental Death and Dismemberment Insurance, and extended health benefits, for the period of layoff. This provision does not provide for the continuation of the Weekly Income, Long Term Disability or Dental Plan.

Employees who elect layoff coverage must pay the Company one hundred percent (100%) of the required premiums in advance. Should the Employee fail to remit the required premium payment in advance for any month of coverage, then the Employee's coverage will be discontinued for the balance of the layoff period. This provision shall continue for a maximum of six (6) months, or until the Employee is recalled, or returns to active employment with another Company and is eligible for benefit coverage with that Company, whichever occurs first. Employees who do not take this coverage at the time of layoff will not be eligible for layoff coverage at a later date during the period of layoff.

J. **Medical Leave Coverage**

Employees who are off work due to illness, and qualify for short-term disability insurance, or are in receipt of Workers' Compensation benefits, may arrange with the Company to continue their benefits plan during the period of disability. The cost of the premiums will be split between the Employee and the Company as per Article 15(H).

The Company shall make premium remittances on behalf of the Employee for the duration of the illness, and the Employee shall reimburse the Company for his/her share of the premiums such that the Employee is at no time more than five (5) months in arrears.

In the event that the Employee returns to work and has an outstanding balance with the Company, then the outstanding amount shall be deducted from the Employee's payroll over a period agreed to by the Employee and the Company.

Any Employee who fails to follow these procedures will have their coverage discontinued immediately. In the event that an Employee does not return to work, or neglects to remit the required premiums, then the Union shall reimburse the Company for any outstanding balance.

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ARTICLE NO. 16 - GRIEVANCE PROCEDURE

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 settlements shall be as follows:

All Policy Grievances and Terminations shall not be subject to Steps 1 and 2 and shall immediately be moved to Step 3. All timelines referenced below may be extended by mutual agreement of the parties.

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, Business Agent or other available Union Member of their Choosing.

Time limit to institute a grievance -

- termination or layoff - five (5) working days, excluding weekends
- all others - fourteen (14) working days, excluding weekends

STEP 2 - Failing settlement under Step 1 within five (5) business days, 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 another Bargaining Representative of the Union, or Shop Steward, and the Company within thirty (30) days of the occurrence of the grievance.

The written grievance shall state specific nature of the occurrence giving rise to the grievance, the Sections of the Agreement claimed to have been violated, and relief sought.

STEP 3 - Failing settlement under Step 2, the matter will be taken up between the Secretary-Treasurer and/or up to two (2) Union other Bargaining Representatives selected by the Union, and the Employee & Labour Relations Manager/Director and/or the General Manager or other Company Representatives authorized by the Company.

STEP 3A - Failing settlement under Step 3, the parties may mutually agree to file an application with the Alberta Labour Relations Board, seeking assistance of a Mediator or utilize the Canadian Joint Grievance Panel (CJGP) to deal with the grievance. The cost of the grievance mediation or CJGP shall be shared equally between the parties.

STEP 4 - Failing settlement under Step 3A, the matter will be referred to an agreed-upon neutral Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral Arbitrator, Labour Relations Board will be requested to appoint a neutral Arbitrator.

The Arbitrator's decision will be final and binding. The cost of the Arbitrator will be borne equally by the Union and the Company.

16.1 If either the Company or the Union desires to submit a grievance against the other, it will do so in writing directed to the other party. Notice of the grievance shall be mailed or emailed 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. It is agreed that the Company and Union may extend these timelines upon mutual agreement.

16.2 The right of the Union to submit a grievance shall be limited to those circumstances that cannot be properly handled by a specific Employee or group of Employees.

ARTICLE NO. 17 - PICKET LINES

It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of his/her duties to refuse to cross a legal picket line.

ARTICLE NO. 18 - PENSION PLAN

18.1 Effective August 1, 2015, the Company shall pay three dollars and eighty-five (\$3.85) per hour for each hour worked by each Employee, into the Teamsters Pension Fund. This amount will increase as follows:

Effective January 1, 2018: Four dollars and twenty-five cents (\$4.25)

Effective April 1, 2018: Four dollars and thirty-five cents (\$4.35)

Effective April 1, 2019: Four dollars and fifty-five cents (\$4.55)

ARTICLE NO. 19 - EFFECTIVE DATE and DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of the first (1st) day of April 2017 and continue in effect until the thirty-first (31st) day of March 2020, and from year to year thereafter until terminated by either Party giving the other Party sixty (60) days notice in writing, prior to the thirty first (31st) day of March 2020, or the thirtieth (30th) day of March in any year thereafter.

SIGNED THIS _____ DAY OF MAY, 2018

ON BEHALF OF THE COMPANY:

Lafarge Aggregates and Concrete
A Division of Lafarge Canada Inc.
Edmonton Metro Ready Mix Operation

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Susan Davison
Employee & Labour Relations Manager, WCAN

Alan Porter, Secretary-Treasurer

Joe Rotella,
General Manager, GEA Ready-Mix

Bernie Haggarty, Business Agent

LETTER OF UNDERSTANDING #1

BETWEEN: LAFARGE CANADA INC.
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)
(hereinafter referred to as "The Company")

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

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 shall make deductions from the pay of each Employee covered by this collective agreement, of five cents (\$0.05) per hour for each straight time hour for which wages are payable.

Payment of such funds shall be remitted to General Teamsters Local Union No. 362 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 appropriate Local Union.

SIGNED THIS _____ DAY OF MAY, 2018

ON BEHALF OF THE COMPANY:
Lafarge Aggregates and Concrete
A Division of Lafarge Canada Inc.
Edmonton Metro Ready Mix Operation

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

Susan Davison
Employee & Labour Relations Manager, WCAN

Alan Porter, Secretary-Treasurer

Joe Rotella,
General Manager, GEA Ready-Mix

Bernie Haggarty, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: LAFARGE CANADA INC.
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)
(hereinafter referred to as "The Company")

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

RE: SENIORITY - Multi-Plant Seniority and Dispatching

1. Daily Call-In, Monday to Friday

- a. There is one (1) Master Seniority List for all Employees covered by the Edmonton Area Concrete Collective Agreement, which includes Drivers located at the Fort Saskatchewan Ready-Mix location, Nisku Ready-Mix location and at the three (3) Edmonton Ready-Mix locations. This list will be utilized when there is a Ready-Mix location closure and/or layoffs due to lack of work. The three (3) current seniority lists have been dovetailed to create the Master Seniority List.
- b. There is one (1) Home Location Seniority List for the following locations: Fort Saskatchewan, Nisku, Winterburn, Stadium and Petroway, for Call-In purposes only.
 - i. Employees remained at the Location they were assigned to prior to the new certificate being issued which became their Home Location unless they chose to move to a different location where there was a vacancy.
 - ii. The Company and Union agreed to a date whereby Employees chose whether to stay at their current Home Location or move by seniority, to a location where there was a vacancy. This was completed by September 15, 2017.
 - iii. Where an insufficient number of Employees selected any particular Home Location and The Company determined that it required additional Employees for that location, the Company, based on reverse seniority, assigned Employees to a particular Home Location.
 - iv. The initial staffing at the Petroway Home Location will require an appropriate number of senior and junior Employees as determined by the Company, with consultation from the Union.
- c. All Employees shall be required to work at their Home Location, provided work is available at their Home Location, in which case the Home Location Seniority List will apply for Call-Ins.
- d. Where there is no work available at an Employee's Home Location, the Master Seniority List will be utilized for Call-In purposes for work available at those locations which are open and operating. To avoid misunderstanding about this clause, the parties agree that for purposes of the daily Call-In, an Employee's position on the Master Seniority List can be used to displace another Employee at a different Home Location provided there is no work available for that Employee (who is displacing another Employee) at his Home Location.
- e. Employees will have the option to "Opt out" of, or "Opt in" to, the Master Seniority List two times (2x) per year (May 1st and October 31st) for purposes of work assignments commencing at other locations (i.e. other than the Employees Home Location) until the next Opt In/Opt Out period. The Opt Out or Opt In does not undermine or effect an Employee's overall seniority status for purposes other than Call In availability for work assignments at other locations during the applicable period. However this is an irrevocable Opt in/out until the next Opt In period. Employees who "Opt out" of the Master Seniority List are agreeing that they will not be offered work at any other location in the event there is not work available at their designated Home Location on any given day until they choose to "Opt in" at the next available Opt In date. The Company reserves the right to require Employees on the Opt Out List to work, on the basis of reverse seniority, in the event that there are an insufficient number of Employees on the Opt-In List at any particular time to meet the Company's business requirements in an efficient manner. The first Opt Out date coincided with the posting of the Home Location election list and will revert back to the dates outlined above starting with November 1, 2017.

LETTER OF UNDERSTANDING #2 (Continued)

- f. Home Locations have been finalized, therefore drivers will only have the ability to transfer to or from any of the Home Locations covered by the current Collective Agreement where there is vacancy or if the Company allocates more equipment to that Location.

2. Daily Call-In: Saturday, Sundays and Holidays

Work will be assigned on a voluntary basis. Lists will be posted and Employees are to make their preferences known.

Provided there isn't job specific training/qualifications required:

- a. If you select home location only and there is work at your home location you will work out of that location, provided you are required to work that day. If your location is not open you will not be called to work unless you are forced in following reverse seniority.
- b. If you select any location you will be sent to any location;
 - o Note: if your home location is open you will start at your home location
- c. Where there are not enough volunteers, Employees will be forced in based on reverse seniority by master seniority.

The parties further agree that the additional parameters outlined in the Letter of Agreement regarding the Union's reconsideration application to the Alberta Labour Relations Board signed on June 27, 2017 which are not referenced above, will remain in full force and effect for the greater of two (2) years from the date of signing and the duration of this Collective Agreement.

Where either the Company or the Union request a review of this LOU, a Committee of Management and Bargaining Unit Employees (appointed by the Union), not to exceed four (4) from either the Company or the Bargaining Unit will meet and discuss any required changes. Such changes will be communicated to all Employees forthwith. Note: Any changes to Section 1 of this LOU will only be open for change after June 27, 2019.

SIGNED THIS _____ DAY OF MAY, 2018

ON BEHALF OF THE COMPANY:

Lafarge Aggregates and Concrete
A Division of Lafarge Canada Inc.
Edmonton Metro Ready Mix Operation

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Susan Davison
Employee & Labour Relations Manager, WCAN

Alan Porter, Secretary-Treasurer

Joe Rotella,
General Manager, GEA Ready-Mix

Bernie Haggarty, Business Agent

LETTER OF UNDERSTANDING #3

BETWEEN: LAFARGE CANADA INC.
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)
(hereinafter referred to as "The Company")

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

RE: MENTAL HEALTH AWARENESS

The Company and the Union agree that Mental Health education is important for all parties. To that end the Company has agreed to contribute to the cost of the CMHA "Safe and Sound" seminars in exchange for both Bargaining Unit and Management Employees attending such seminars. The contributions made by the Company for seminars in the Edmonton/Northern Alberta area shall not exceed one-thousand five hundred dollars (\$1,500.00) every two (2) years.

SIGNED THIS _____ DAY OF MAY, 2018

ON BEHALF OF THE COMPANY:
Lafarge Aggregates and Concrete
A Division of Lafarge Canada Inc.
Edmonton Metro Ready Mix Operation

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

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