

COLLECTIVE AGREEMENT

BETWEEN

**GRANDE PRAIRIE OPERATION
NORTHERN ALBERTA DIVISION
LAFARGE CONSTRUCTION MATERIALS**
A Division of Lafarge Canada Inc.
(Hereinafter referred to as the "Company")

AND

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

June 1, 2019 - May 31, 2021

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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 condition 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, 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.

WITNESSETH THAT THE PARTIES HERETO, HEREBY AGREE AS FOLLOWS:

ARTICLE NO. 1 - BARGAINING AGENCY

- 1.1 The Union is recognized by the Company as the sole bargaining agent for its Employees within the classifications hereinafter set forth, or from time to time added hereto, it being intended that the Union represent all Employees of the Company per the Alberta Labour Board Certification, as issued by the Labour Relations Board also within jurisdiction of the Teamsters Union. The Company shall not hereafter be obligated to deal with its Employees either individually or in groups, as to matters within the purview of this Agreement, but shall deal only with the duly authorized representative of the Union.
- 1.2 All work performed on Company premises, excluding office and supervisory staff, shall be carried out by Employees of the Company, Members of the Union, where such work is under the control of the Company, providing qualified classified Employees are available to do this work, and, in the case of emergency.

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 Employees fill in the required Union Application for Membership cards prior to commencing work and mail same into 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 The regular hours of work for all Employees shall be:

Daily maximum: Monday to Friday inclusive - eight (8) hours per day

Weekly maximum: Monday to Friday - forty (40) hours per week

Overtime: All hours worked in excess of the daily or weekly maximum will be overtime, and paid for as follows:

Monday through Friday: Over eight (8) hours per day, or forty (40) hours per week, one and one-half (1 ½) times the regular rate of pay.

Saturdays*: Paid one and one half (1 ½) times the regular rate of pay for all hours worked. However, Employees who do not have an excused absence during the week and have less than forty (40) hours will be paid at straight time rates until forty (40) hours are reached.

Notwithstanding the above, from October 1st until April 30th, all hours worked on Saturday will be paid at straight time rates until forty (40) hours for the week are reached.

Sunday* and General Holidays: All hours worked, at double (2x) the regular rate of pay.

*The Company shall post a list each week for Employees to volunteer for work on Saturday(s) and/or Sunday(s). Employees who wish to work on the weekend must sign the list no later than 12:00 p.m. on Friday. If there are an insufficient number of volunteers for the weekend work, then mandatory call-out will commence in reverse seniority.

3.2 Monday through Sunday, Employees instructed to report for duty shall be booked in immediately on so reporting, and shall be paid, at the Employees applicable rate of pay, for a minimum of four (4) hours pay if the Employee commences work, or two (2) hours pay if the Employee is unable to commence work.

3.3 The work days will be scheduled on a daily call-in basis. Employees who are not provided with a start time are required to be available for call in until 9:30 a.m. each day, Monday to Friday. Employees who are called in the morning to work, will be required to report to work within one (1) hour of the call, and will be guaranteed pay as per Article 3.2. Notwithstanding the above, where possible, the Company will communicate or post the schedule by 5:00 p.m., for the following day (12:00 noon Saturday where applicable for Monday start times). During the months of April through October the schedule will be communicated or post by 7:00 p.m. for the following day.

Employees will generally be called in based on seniority however where the Company requires a specific piece of equipment to service a customer, Employees will be called out of overall seniority based on assigned equipment to accommodate this business need. Where specific training or Certification may be required to service a customer and/or access the job site, Employees will be called out to accommodate this need and senior Employees will be advised of the reason at the time. The Company will provide where reasonable, opportunities for all Employees to obtain specialized training and Certifications. This training will be offered based on seniority.

Employees must report for call within one (1) hour from the time called, or the Company may use a junior Employee, with no penalty. If junior Employees are used ahead of senior Employees, and the above Clause has not been adhered to, then the Company must pay the senior Employee from the time the junior Employee started his/her shift. Employees, if not mixer drivers, will not perform duties of a mixer driver, unless all available mixer drivers have been called to work.

The Company agrees to post shift starting times not later than 5:00 p.m. Monday through Friday, and not later than 12:00 noon Saturday.

3.4 Lunch Period - Lunch periods shall be given on Company premises when practical, and shall start at or after 11:00 a.m. and shall finish at or before 1:00 pm. Not over one-half (1/2) hour shall be given for lunch, and the Employee shall not be paid for this one-half (1/2) hour. The Employee will not be required to keep himself/herself available during the lunch period, however if he/she agrees to return to work before his/her lunch period is completed, no deduction will be made for any part of the lunch taken.

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

3.5 Coffee Break - The Company recognizes the need for a ten (10) minute coffee interval for Employees during the first and second half of any shift, to be taken on Company premises. Coffee and tea will be provided for the Employees by the Company.

3.6 Daily Guarantee - Between the months of April 1st through October 31st, the Company will not send home a senior Employee with less than eight (8) hours work or pay, weather permitting, while a junior Employee continues to work, provided that a changeover in equipment can reasonably be made.

Between the months of November 1st through March 31st, weather permitting, the Company will not send a senior Employee home with less than five (5) hours work or pay while a junior Employee continues to work, provided that a changeover in equipment can be made.

ARTICLE NO. 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The following classifications and corresponding rates of pay shall apply:

Classification	Current	June 1, 2019	June 1, 2020
Mixer Driver	\$30.90	\$31.30	\$31.80
Trailer Driver*	\$31.90	\$32.30	\$32.80

*This rate will be paid only on days when the Employee is operating the trailer.

- 4.2 Trainers - Drivers who assist in training new Employees shall be paid a premium of three dollars (\$3.00) per hour for those hours so worked.

Notwithstanding the foregoing, the Company, when employing an Employee who has not previously worked for the Company, whose skill and ability are unknown or unproven, may pay such Employee a training rate of three dollars (\$3.00) per hour less than the Employee classification rate as set forth in Section 4.1 of this Article, and such lower rate shall be paid for the period of time the Employee is working with a driver trainer. Once approved by the trainer to drive alone, the Employee will be paid the full rate as set forth in Section 4.1.

- 4.3 Shift Differential - A differential of two dollars (\$2.00) per hour higher than the Employee's regular day shift rate shall be paid to all Employees working on shifts commencing between 12:00 a.m. and 4:59 a.m.

ARTICLE NO. 5 - ANNUAL VACATION

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

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 During the first to fifth (1st - 5th) years of service (inclusive), an Employee shall be entitled to two (2) weeks' vacation with pay. Employees shall accrue vacation pay at the rate of four percent (4%) of straight time earnings including hours received in lieu of statutory holidays.
- 5.3 During the sixth to tenth (6th - 10th) years of service (inclusive), an Employee shall be entitled to three (3) weeks' vacation with pay. Employees shall accrue vacation pay at the rate of six percent (6%) of straight time earnings including hours received in lieu of statutory holidays.
- 5.4 During the tenth to eighteenth (10th - 18th) years of service (inclusive), an Employee shall be entitled to four (4) weeks' vacation with pay. Employees shall accrue vacation pay at the rate of eight percent (8%) of straight time earnings including hours received in lieu of statutory holidays.
- 5.5 During the eighteenth (18th) and subsequent years of service, an Employee shall be entitled to five (5) weeks' vacation with pay. Employees shall accrue vacation pay at the rate of ten percent (10%) of straight time earnings including hours received in lieu of statutory holidays.
- 5.6 Employees with greater than twenty-five (25) years' service shall receive an additional one (1) day of vacation paid at eight (8) hours straight time for the day.
- 5.7 Vacation pay accrued shall be paid out to the Employee as follows:
- a) When an Employee takes his/her vacation, he/she may, at his/her option, request payment of all or any part of the vacation pay accrued to the date of commencement of his/her vacation.
 - b) At the end of each calendar year, all 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 accrued vacation pay to the date of his/her termination.
- 5.8 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.

ARTICLE NO. 6 - STATUTORY HOLIDAYS

6.1 The eleven (11) recognized holidays shall be:

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

6.2 Employees shall receive eight (8) hours pay at their regular classification rate for the holidays listed above.

Should the governments eliminate any one or more of the above holidays, the day(s) will revert back to a regular working day(s), and the rates to be paid will be at straight time. Likewise, if the government(s) adds a holiday, the appropriate rates of pay will apply.

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

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

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

6.5 In the event any of the above mentioned holidays fall during an Employee's annual vacation, he/she shall be given a day in lieu of, to be taken at the start of his/her vacation, or at the completion of his/her vacation.

ARTICLE NO. 7 - SHOP STEWARDS

7.1 The Union may appoint or there may be elected from the Employees, such number of Shop Stewards as the Union may determine, who shall perform such functions as the Union may assign to them, provided the duties of the Shop Steward shall not conflict with their regular employment and duties with the Company.

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.

ARTICLE NO. 8 - PAYMENT CONDITIONS

8.1 All Employees covered by this Agreement shall be paid at least every second week, by direct deposit on Friday, prior to quitting time.

8.2 Not more than six (6) days pay may be held back, making the pay period cut-off the Saturday prior to the payday

8.3 Employees will be provided with access to view and print their paystubs at the worksite. Employees who need assistance will be provided with such assistance when they require it.

ARTICLE NO. 9 - SENIORITY

- 9.1 Probationary Period - All newly hired or rehired Employees for regular employment shall be probationary Employees for the first ninety (90) calendar days from date of hire.
- 9.2 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.
- 9.3 Seniority shall be based on the length of continuous service an Employee has been on the payroll within this Collective Bargaining Agreement within this Bargaining Unit under this Certification, subject to Section 9.4 of this Article.
- 9.4 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, under Section 9.5 of this Article
 - d) layoff of more than nine (9) months.
- 9.5 In the event of a reduction of the working force, the Company shall apply the principle of "last on, first off" insofar as it is consistent with management's obligation to maintain a capable and efficient working force. Following a layoff, rehiring shall be carried on conversely to the outlined layoff procedure.
- When re-calling any Employee to work after being laid off, he/she shall be notified by phone, and confirmed by mail, (with a copy to the Union) directed to the Employee's last known address, and such Employee will be allowed seven (7) days to report to work.
- 9.6 A list showing the seniority of each Employee, by department, shall be compiled and kept posted on the bulletin boards. This list shall be revised every fourth (4th) month of each year and sent to the Union office.
- 9.7 Leave of Absence for any other reason than ill health, shall be in writing, and shall consist of a maximum of one hundred and fifty (150) days. Any Employee who is working consistently less than thirty-two (32) hours a week, between November 1st and March 31st, may be granted a leave of absence within that period, if requested. If any Employee returns to work before his/her leave of absence is expired, he/she will remain at the bottom of the seniority list until such time as his/her leave of absence is expired.
- At the end of the regular season, as employment opportunities decline, 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).
- 9.8 When an Employee within the Bargaining Unit covered by this Agreement, takes a leave of absence to take a position within the Company that is beyond the sphere of the Bargaining Unit, he/she may retain his/her seniority for a maximum of one hundred and eighty (180) days within the former unit. At the end of this period of one hundred and eighty (180) days, the Employee must exercise his/her seniority rights by returning to his/her former unit, or relinquish all his/her seniority rights.
- 9.9 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.
- 9.10 The Company recognizes the need for a Bargaining Committee, a portion of which consists of Union Members. Such Members will be permitted to attend negotiation meetings with the Company, without loss of salary and benefit for all sessions scheduled and attended with the Company. 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. 10 - MANAGEMENT RIGHTS

- 10.1 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 it recognizes its right to judge ability, competency, and efficiency of its Employees, and to alter from time to time rules and regulations to be observed by Employees, which rules and regulations shall not be inconsistent with this Agreement.
- 10.2 The Company shall have the right to hire, and to discipline, demote, and discharge Employees for proper cause. It reserves the right to reject persons who may be supplied by the Union in the same manner as any other applicant.

ARTICLE NO. 11 - GENERAL

- 11.1 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 safe operating condition, but this Clause will not affect the immunities of the Company under the Workers' Compensation Act.
- 11.2 Physical Examinations - The Company may require, from time to time, a physical examination at its own expense, of any Employee, and such Employee shall submit promptly to such examination. However, the Company shall give an Employee twenty-four (24) hours notice prior to such examination, and will pay for all time lost.
- 11.3 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.

In the event the Company requires a driver to obtain or use a Class 1 license, the driver will be reimbursed the full cost of a medical examination which the Employee has undergone as a requirement for maintaining his/her Alberta Vehicle Operators License, Class 1, provided that the Employee has completed one (1) continuous year of service with the Company.

Employees may claim this reimbursement by submitting a receipt showing the Employee has paid for this examination to the Company.

- 11.4 The Company must inform all superintendents and foremen to abide by the rules of this Agreement.
- 11.5 At no time will an Employee not covered by this Agreement take a Bargaining Unit Employee's position, except if the Bargaining Unit Employees are not available or in extenuating situations.
- 11.6 Truck drivers shall not leave their mixer trucks and do other duties, while the truck is in operation away from the Plant site.
- 11.7 Facilities - The Company agrees to maintain clean, sanitary washrooms and toilet facilities, as well as lunchrooms, at its plants. It is understood that all Employees will co-operate in the maintenance of these conditions.
- 11.8 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 his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. This Clause will have no application for an Employee on Workers' Compensation, or 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.

- 11.9 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 selection 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.

- 11.10 Bereavement Leave - Regular Employees who have completed their probationary period with the Company, shall be entitled to paid Leave as follows:

When death occurs to a Member of a regular Employee's immediate family, the Employee will be granted upon request an appropriate leave of absence. Employees upon request shall be compensated for eight (8) hours per day up to a maximum of three (3) days.

Members of the Employee's immediate family are defined as the Employee's spouse, mother, father, sons, daughter, sisters, brothers, grandchildren, mother-in-law, father-in-law, grandmother, grandfather, step-mother, step-father, step-son, step-daughter, or common-law spouse, 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.

Employees who have not yet completed the probationary period will be provided with appropriate time off however they will not be entitled to the three (3) paid days outlined above.

- 11.11 Discipline - An Employee will receive a copy of any written reprimand or warning letter placed on his/her file, with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the Employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the Employee if the incidents are unrelated, or if such written reprimand or warning letters are more than twelve (12) months old.

When an Employee is called into the office for discipline or at the point where the Company believes that a conversation with an Employee may lead to discipline, such Employee will be entitled to a Shop Steward or where reasonable a Business Agent or Member of their choosing, unless expressly declined by the Employee in writing, or the discipline will be null and void.

- 11.12 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.

- 11.13 Vacancies - The Company agrees to post a notice of any new position or vacancy in any existing position, outside of the Bargaining Unit. Employees in the Bargaining Unit shall be eligible to apply for the positions posted. The Company shall be the sole judge of the qualifications of all candidates for the position.

- 11.14 Safety Footwear – Employees are expected to wear CSA certified boots in reasonable condition in compliance with Lafarge policy at all times while working. All Employees shall receive a maximum annual Safety Footwear Allowance of one hundred dollars (\$100.00) each calendar year. This amount will increase to one hundred and twenty-five dollars (\$125.00) effective January 1, 2018 and to one hundred and fifty dollars (\$150.00) effective January 1, 2019.

To receive this benefit, the Employee must submit a 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 the Employee received his last allowance.

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.

Employees who terminate their employment within three (3) months of receiving the reimbursement will have the full amount deducted from their last pay cheque.

ARTICLE NO. 12 - TRAVEL ALLOWANCE

- 12.1 In the event the Company instructs an Employee to travel to a project or job that is situated in excess of ten (10) 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 forty-eight cents (\$0.48) per kilometer, for each kilometer traveled beyond the corporate limits of the city. The Company will pay all costs of room and board to all Employees instructed to work on away-from-home projects.

ARTICLE NO. 13 - GRIEVANCE PROCEDURE

- 13.1 All questions, disputes, and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions 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/Plant Manager, however the Employee may attend with his/her Shop Steward, Business Agent or other Union Member of their choosing.

Time limit to institute a grievance:

- Five (5) business days
- Fourteen (14) business days in the case of payroll errors

STEP 2 - Failing settlement under Step 1 within five (5) business days, such grievance shall be reduced to writing and be taken up between a representative of the Local Union, or Shop Steward, and the Plant Manager.

The written grievance shall state the 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 within ten (10) business days, or immediately for policy grievances and terminations, such grievance question, dispute, or controversy, shall be referred to and taken up between the Secretary-Treasurer and/or up to two (2) other bargaining representative(s) of the Union, and the Employee & Labour Relations Manager/Director and/or the General Manager or other Company representative 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 the 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, the 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.

- 13.2 If the Company or Union desires to submit a grievance, it will do so in writing directed to the other party. Notice of the grievance shall be mailed or emailed to the other party within five (5) business days of knowledge 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 relief sought. The Union shall meet with the Company within five (5) days of the receipt of notice of 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.

ARTICLE NO. 14 - HEALTH AND WELFARE (APPENDIX A)

- 14.1 Health and Welfare Plan covering those Employees of the Company shall be as set out in Appendix "A" hereunto annexed and forming part of this Agreement.

ARTICLE NO. 15 - RETIREMENT PLAN

- 15.1 All Employees will participate in the Teamsters Prairie Provinces Pension Plan (The Plan) after the completion of one (1) calendar year of employment.

The Company will make contributions to the Plan as follows:

Effective January 1, 2015 – three dollars and ten cents (\$3.10) per hour worked.

Effective June 1, 2019 – three dollars and twenty-five cents (\$3.25) per hour worked.

Effective June 1, 2020 – three dollars and forty cents (\$3.40) per hour worked.

Contributions shall be sent to the Administrator of the Plan no later than the fifteenth (15th) of the month following for which the contributions apply.

ARTICLE NO. 16 - EFFECTIVE DATE AND DURATION OF AGREEMENT

16.1 This Agreement shall remain in full force and effect as of the first (1st) day of June, 2019, and continue in effect until the thirty-first (31st) day of May, 2021, and from year to year thereafter until terminated by either Party giving the other Party sixty (60) days notice in writing, prior to the thirty-first (31st) day of May in any year.

Either Party to this Agreement may, not less than ninety (90) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Agreement, request the other Party to the Agreement to commence collective bargaining. Such notice shall be given by Registered Mail.

SIGNED THIS _____ DAY OF _____, 2019

FOR THE COMPANY:

Lafarge Construction Materials
Grande Prairie, AB

FOR THE UNION:

General Teamsters Local Union No. 362

Susan Davison
Employee/Labour Relations Manager
Western Canada

Rick Prouty
Business Agent

Terry Peterson
Area Manager, Grande Prairie

APPENDIX "A"

ARTICLE NO. 14 - 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 seventy percent (70%) of the total premium cost per month towards the Prairie Teamsters Health and Welfare Plan. Effective the first of the second month following date of ratification the Company will pay seventy-five percent (75%) of the total premium cost per month towards the Prairie Teamsters Health and Welfare Plan. Employees pay the remainder of the premium cost by payroll deduction.

- I. 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. 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.

LETTER OF UNDERSTANDING #1

BETWEEN: Grande Prairie Operation, Northern Alberta Division
Lafarge Construction Materials

AND: General Teamsters Local Union No. 362

RE: Loader Operator/Forklift

While there is no specific classification in this Agreement, the Parties agree that the equipment has been operated primarily by a qualified Bargaining Unit Member and will continue to be operated primarily by a qualified Bargaining Unit Member. The rate of pay for this classification will be the same as the Mixer Driver rate.

Where the current qualified Bargaining Unit Member's employment terminates or he elects no longer to run the loader, the Company will post the position within the Bargaining Unit and will provide the applicant, up to a maximum of one (1) week to prove their competence. Competence will be determined by the Company. Where there is more than one (1) applicant the training option will be provided by seniority. Where there is no qualified Bargaining Unit Member the Company may choose to hire a new Employee from outside the Bargaining Unit, who will become a Member of the Bargaining Unit per Article 2.

SIGNED THIS _____ DAY OF _____, 2019

FOR THE COMPANY:
Lafarge Construction Materials
Grande Prairie, AB

FOR THE UNION:
General Teamsters Local Union No. 362

Susan Davison
Employee/Labour Relations Manager
Western Canada

Rick Prouty
Business Agent

Terry Peterson
Area Manager, Grande Prairie

LETTER OF UNDERSTANDING #2

BETWEEN: Grande Prairie Operation, Northern Alberta Division
Lafarge Construction Materials

AND: General Teamsters Local Union No. 362

RE: Discipline Related to GPS and Cameras

The Company has installed or will be installing both GPS systems and camera systems on all Ready-Mix Trucks and Mobile Equipment. The primary reason for pursuing this technology is for the improvement of the skills of both our drivers and Managers by providing coaching to Employees where the system shows unacceptable behaviours. Where either coaching is not working or there is a blatant policy violation discipline may result. To be clear while the intent is not to use these systems for the purpose of discipline, discipline may be applied where reasonable and appropriate.

SIGNED THIS _____ DAY OF _____, 2019

FOR THE COMPANY:
Lafarge Construction Materials
Grande Prairie, AB

FOR THE UNION:
General Teamsters Local Union No. 362

Susan Davison
Employee/Labour Relations Manager
Western Canada

Rick Prouty
Business Agent

Terry Peterson
Area Manager, Grande Prairie

LETTER OF UNDERSTANDING #3

BETWEEN: Grande Prairie Operation, Northern Alberta Division
Lafarge Construction Materials

AND: General Teamsters Local Union No. 362

RE: Mental Health Awareness

The Company and the Union agree that Mental Health education is important for all Parties. To that end the Company will continue to explore the Union's request to partner in support of the CMHA "Safe and Sound" seminars.

SIGNED THIS _____ DAY OF _____, 2019

FOR THE COMPANY:
Lafarge Construction Materials
Grande Prairie, AB

FOR THE UNION:
General Teamsters Local Union No. 362

Susan Davison
Employee/Labour Relations Manager
Western Canada

Rick Prouty
Business Agent

Terry Peterson
Area Manager, Grande Prairie