

THIS AGREEMENT ENTERED INTO
THIS 22nd DAY OF OCTOBER, 2020

BETWEEN:

BURNCO ROCK PRODUCTS LTD.
Calgary Shop Employees
(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.

AUGUST 1, 2020 - JULY 31, 2022

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WITNESSETH that the Parties hereby agree as follows:

PREAMBLE

It is the intent and object of this Agreement that the Company and the Union co-operate to obtain efficient and unrestricted operation of the industry; to promote peaceful and harmonious relations between the Company and its employees, to provide for the amicable settlement of all disputes and grievances, and to establish rates of pay, hours of work, and other conditions of employment to be observed between the Parties hereto.

ARTICLE NO. 1 - BARGAINING AGENCY

The Union is recognized by the Company as the bargaining agent for a unit of shop employees, as set out in Alberta Labour Relations Board certificate number 1093-91. 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 with the duly authorized representatives of the Union.

ARTICLE NO. 2 - UNION SECURITY

- 2.1 Each new employee, following thirty (30) calendar days employment, shall, as a condition of employment, become and remain a member in good standing of the Union, for the duration of this Agreement, or while he is an employee covered by the terms and conditions of this Agreement.
- 2.2 The Company shall, on the first pay period of each month, deduct from each member of the bargaining unit who has been employed by the Company, the regular Union Dues of the Union, and remit same together with a list of the names of the employees from whom the deductions were made to the Secretary-Treasurer of the Union.
- 2.3 The Union will supply the Company with application forms for Union membership and dues deduction, which shall be signed by all new employees on the day on which the new employee is hired. All completed copies of the application for membership forms shall be returned to the Union, and shall serve as notification of commencement of employment.
- 2.4 The amount deducted for Union dues, will be indicated in the appropriate box on the employee's T-4 taxation slip.

ARTICLE NO. 3 - CHECK-OFF OF INITIATIONS

The Company will deduct the employee's initiation fee and/or assessments levied by the Union in accordance with the Unions' Bylaws, and remit same together with a list of the names of the employees from whom the deductions have been made to the Secretary-Treasurer of the Union without delay.

ARTICLE NO. 4 - HOURS OF WORK

- 4.1 (a) The regular hours of work for all employees shall be:
 - Daily maximum Monday through Saturday inclusive - eight (8) hours per day
 - Weekly maximum - forty (40) hours per week, calculated on actual hours worked.

- (b) Employees will be scheduled to work at the discretion of management. The Company may run a day shift and an afternoon shift. The Company will post shifts on a rotating schedule and employees will indicate their preference, seniority will be considered in assigning shifts. The Company may periodically be required to institute a night shift, based on business need. The Company will provide employees with five (5) days' notice of changes to shift schedules. Any shifts exchanged between competent employees must be reported to and approved by the maintenance supervisor prior to the day of the shift.

Sunday or Statutory Holiday Work - Employees who may be required to work on a Sunday and/or Statutory Holiday, will do so as follows:

- i. By way of volunteers
- ii. By remaining employees assigned on a mandatory rotation basis, starting with the most junior employee, providing they have the qualifications to do so.

- (c) **OVERTIME** - All hours worked in excess of the daily or weekly maximum will be overtime, and paid for as follows:

Monday through Saturday - over eight (8) hours per day, one and one-half (1 ½) times the regular rate of pay.

Sunday & Statutory holidays - double time (2x) times the regular rate of pay for all hours worked.

- 4.2 Employees instructed to report for duty shall be booked in immediately on so reporting, and shall be paid a minimum of four (4) hours pay at the applicable rate of pay if the employee commences work, or two (2) hours if the employee is unable to commence work, at the employee's regular rate of pay.
- 4.3 For those shop employees who are instructed to remain away from home overnight - the Company shall pay board and room to such employees.
- 4.4 Employees instructed to be on call shall be paid two (2) hours pay at the straight time rate, if called in to work, they will be paid the appropriate rate.
- 4.5 **PROBATION** - All newly hired regular employees shall be considered probationary employees for the first ninety (90) calendar days of employment. This may be extended upon mutual agreement between the Company and the Union.

ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY

- 5.1 (a) The minimum rates of pay and classifications of employment are as follows:

| <u>Classification</u> | <u>Aug 1/20</u> | <u>Aug 1/21</u> |
|---|-----------------|-----------------|
| Certified Licensed Heavy Equipment Technician or Welder | \$ 42.27 | \$ 42.27 |
| Mechanics - | | |
| 4th year apprentice | \$ 38.07 | \$ 38.07 |
| 3rd year apprentice | \$ 33.84 | \$ 33.84 |
| 2nd year apprentice | \$ 29.60 | \$ 29.60 |
| 1st year apprentice | \$ 25.39 | \$ 25.39 |
| Serviceman | \$ 33.71 | \$ 33.71 |
| Welder | | |
| 3 rd year | \$ 33.84 | \$ 33.84 |
| 2 nd year | \$ 29.60 | \$ 29.60 |
| 1 st year | \$ 25.39 | \$ 25.39 |

- 5.2 **APPRENTICES** - The maximum number of apprentices to be employed and allowed for in any one (1) shop, will be one (1) apprentice for every one (1) tradesman.

When an apprentice receives his Trade card, he will be paid at the mechanic with trade card rate of pay. In order to qualify as a mechanic with trade card, he must attend and eventually graduate from an accredited Vocational or Apprentice program under Provincial or Federal government jurisdiction.

Apprentice mechanics authorized by the Company to attend yearly training classes, normally eight (8) weeks per year, will be paid the difference between their Alberta Government Training Allowance and the value of a normal forty (40) hour week at their applicable rate, subject to the following three (3) conditions:

- i. the Government Allowance cheque stub will be turned in to the Timekeeper;
- ii. on receipt of the Apprentice Progress Report, any absentee hours will be deducted from a current cheque; and
- iii. Apprentices will be paid the make-up difference for only one (1) period of each category training. Repeat classes, unless caused by illness or any other uncontrollable condition, will not receive benefits of pay make-up.

- 5.3 A journeyman mechanic Lead Hand may be appointed at the discretion of the Company, and will be paid one dollar and fifty cents (\$1.50) per hour more than his classification rate of pay.

- 5.4 When an employee meets with a personal injury while on duty which prevents him from completing his shift, and the injury requires medical care, the employee will be compensated for the full shift on that day.

- 5.5 **BEREAVEMENT LEAVE** - Regular active employees who have completed one (1) or more years of service with the Company shall be entitled to Bereavement 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. If the employee attends the funeral, he/she shall be compensated for hours lost from his/her regular schedule, which shall normally be Monday through Friday (Saturday shall be included if the employee would have been scheduled to work on that day). One of these days shall be the day of the funeral. Maximum compensation shall be eight (8) hours per day, for three (3) days. Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, grandchildren, legal dependents and corresponding common law step relationships.

Extended family is defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and corresponding common law and step relationships.

In the event of an Extended Family death, Eligible Employees shall be paid for one (1) day taken off at their normal salary for attendance at the funeral. Hourly paid Eligible Employees shall be paid for a maximum of eight (8) hours at regular rates for this absence.

- 5.6 A shift premium of one dollar and seventy-five cents (\$1.75) per hour shall be applied to employees working a second shift starting at 2:00 p.m. or later.

A shift premium of two dollars and seventy-five cents (\$2.75) per hour shall be applied to employees working a third shift starting at 10:00 p.m. or later.

ARTICLE NO. 6 - ANNUAL VACATIONS

- 6.1 Vacation pay shall be accrued for all employees covered by this Agreement at the following rates;
 - (a) Employees with up to three (3) years service will be paid vacation pay at the rate of four percent (4%) of gross pay.
 - (b) Employees with three (3) to twelve (12) years service will be paid vacation pay at the rate of six percent (6%) of gross pay.
 - (c) Employees with twelve (12) years service or more, will receive vacation pay at the rate of eight percent (8%) of gross pay.

- 6.2 Employees covered by this Agreement shall receive time off for an annual vacation as follows:
 - (a) Upon completion of one (1) year's service, and each year thereafter up to the third (3rd) year of employment, employees shall receive two (2) weeks annual vacation.
 - (b) Upon completion of three (3) years service and each year thereafter, up to the twelfth (12th) year of employment, employees shall receive a three (3) week annual vacation.
 - (c) Upon completion of twelve (12) years service, and each year thereafter, employees shall receive a four (4) week annual vacation.

- 6.3 For the purpose of determining a year's service, any year during which an employee works thirteen hundred (1300) hours, shall be considered a year's service. A year shall date from the employee's date of commencement of employment, and shall consist of twelve (12) consecutive months.

- 6.4 For the purpose of determining total hours worked in any year, absence by reason of compensable accident or illness shall be credited as hours worked.

- 6.5 The time of annual vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preferences of vacation time shall be given to the senior employee.

- 6.6 The Company shall schedule annual vacations so that all employees will receive their annual vacation in a continuous period. Should an employee elect to split his vacation into two (2) separate periods, the Company will accommodate the employee whenever it is possible to do so, provided the employee specifically requests the Company to do so in writing.

- 6.7 Vacation pay accrued under Section 6.1 above, will be paid to the employee on every pay deposit, through the direct deposit system.

If an employee wishes to receive vacation pay prior to his vacation, a written request must be received by the Payroll Department at least two (2) weeks in advance of that employee's vacation.

ARTICLE NO. 7 - STATUTORY HOLIDAYS

- 7.1 The eleven (11) recognized holidays shall be:

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

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

- 7.3 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.
- 7.4 In the event any of the above-mentioned holidays fall during an employee's annual vacation, he shall be given a day in lieu of, to be taken either at the start of his vacation or at the completion of his vacation.
- 7.5 If the Federal or Provincial governments declare any additional Statutory holiday, the Company agrees to pay according to Section 7.2 above.
- 7.6 No work shall be performed on Labour Day, except where the safety of life or property make it necessary.
- 7.7 If an employee is absent from work, and is collecting Health and Welfare, W.C.B. or U.I.C. benefits, he shall not be entitled to receive payment for the Statutory holiday while receiving any of these benefits.
- 7.8 If an employee has been laid off seven (7) calendar days prior to a recognized Statutory holiday, he shall not be paid for the holiday. If the employee is recalled to work, and works the day immediately following the holiday, he shall receive payment for that holiday.
- 7.9 In the event that the Alberta government rescinds Family Day as a Statutory holiday, it will at that time be deleted from the list of paid holidays.
- 7.10 For the purpose of calculating overtime eligibility, hours paid for Statutory Holidays shall be included as "hours worked".

ARTICLE NO. 8 - SHOP STEWARDS

- 8.1 There may be elected from the employees, by 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 stewards shall not conflict with their regular employment, and duties with the Company.
- 8.2 The Union and its representatives shall not interfere with any employee or group of employees during working hours, without the consent of the proper official of the Company.
- 8.3 An employee called before Company Officials will have Union Representation unless declined by the employee. An employee will receive a copy of any written reprimand or warning letter placed in his file, with a copy to the Union.

ARTICLE NO. 9 - PAYMENT CONDITIONS

- 9.1 Wages shall be paid every second Friday, with the net pay being directly deposited into a bank account of the employee's choice through the Company's direct deposit system.
- 9.2 Not more than nine (9) days pay may be held back.
- 9.3 When an employee is temporarily or permanently laid off, wages earned to the day of layoff plus all accrued vacation pay, will be paid on the next regular payday through the direct deposit system. The record of employment form will be issued at the same time.
- 9.4 The Company will indicate the amount deducted for Union dues in the appropriate box on the employee's T-4 Slip.

ARTICLE NO. 10 - SENIORITY

10.1 Seniority shall be based on the length of continuous service an employee has been on the payroll, in the bargaining unit covered by this agreement, subject to Section 10.2 of this Article.

10.2 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 10.3 of this Article, and his employment is terminated and/or
- d) layoffs for more than four (4) months. Any employee laid off for four (4) months or more shall be removed from the seniority list, and the Company shall be under no further obligation to such employee and his employment is terminated.

10.3 Ability, competency, efficiency and seniority, within the departments will be the criteria used in determining layoffs, re-hiring, and filling vacant or new positions. The Union recognizes that the first three of these criteria will govern in the case of grievances.

10.4 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised on the first day of June each year. Any errors shall be reported to the Shop Stewards for correction.

10.5 **LEAVE OF ABSENCE** for any reason other than ill health shall be in writing, and shall consist of a maximum of one hundred and twenty (120) days. If any employee returns to work before his leave of absence is expired, he will remain at the bottom of the seniority list until such time as his leave of absence is expired.

10.6 (a) When an employee within the bargaining unit covered by this Agreement, receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may continue to accumulate his seniority for a maximum of one hundred and eighty (180) days, within the former unit. He shall accumulate no further seniority while outside the bargaining unit.

The Company will maintain the employee's Union dues during this one hundred and eighty (180) days.

When an employee receives such leave of absence a notice will be posted on the bulletin board advising the effective dates of such leave.

(b) At the end of this period of one hundred and eighty (180) days, the employee must exercise his seniority rights by returning to his former unit, or relinquish all seniority rights.

(c) Seniority rights relinquished under (b) above, may be reactivated where the Company meets the following condition:

Should the Company permanently discontinue the position or job to which the employee was promoted, such employee may return to his former unit with the seniority that he had previously accumulated while in the bargaining unit, plus a maximum of one hundred and eighty (180) days seniority accumulated while on leave of absence to take the position outside the bargaining unit.

ARTICLE NO. 11 - GENERAL

- 11.1 The Union recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitment, 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.
- 11.2 The Company shall have the right to hire, and to discipline, demote, and discharge an employee provided there is proper cause.
- 11.3 The Company may determine the number of men necessary for any function or operation and in an emergency may assign any employee to any work.
- 11.4 (a) **COFFEE BREAK** - The Company shall provide facilities for coffee for the employees at their place of employment. An employee shall be allowed one (1) coffee break during both the first and second half of any shift, provided that no major production facility is affected.
- (b) **LUNCH PERIOD** - One half (1/2) hour lunch period will be given between the hours of 11:30 a.m. and 12:30 p.m., without pay.
- 11.5 **TRAVEL ALLOWANCE** - If employees are working out of town, forty-five cents (45¢) per kilometre will be granted if required to use their own vehicles, plus board and room will be paid.
- 11.6 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.
- 11.7 **TOOL ALLOWANCE** - In order to upgrade tools, shop employees shall be paid a tool allowance of four hundred dollars (\$400.00) per calendar year payable in the month of January for the previous year prorated by the number of months worked.
- 11.8 **HEALTH AND WELFARE** - Effective with the date of ratification the cost of the Prairie Teamsters Health & Welfare Plan shall be three hundred and fifty dollars (\$350.00) per month or such lesser amount that may apply to the shop employees.

Effective ratification the Company's share shall be one half (1/2) of this amount, plus seventy dollars (\$70.00).

For the duration of this agreement, the Company will pay fifty percent (50%) of any monthly increase to the cost of the plan per calendar year. The maximum increase and exposure to the Company will be five dollars (\$5.00) to the monthly cost each calendar year.

1. The Company shall provide the Prairie Teamsters Health and Welfare to all employees, or members of the Union, and eligible dependents, coming under the jurisdiction of this Agreement.
2. 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.
3. It will be the responsibility of the Company to ensure that all employees are enrolled in the Prairie Teamsters Health and Welfare Plan, and to make premium remittances on their behalf by the due date, the tenth (10th) day of each month, for coverage under the Plan, and to forward all enrolment and claim forms completed by the employee to the Plan Administrator.

4. It shall be the Union's responsibility to supply all necessary enrolment forms to the Company.

11.9 When an employee requests time off for a doctor's appointment, reasonable effort must be made to see that he is given adequate time off as required. BURNCO Rock Products Ltd.'s employees' health, well being, and personal safety must be given first consideration.

11.10 Health and Welfare Protection

When an employee goes off work ill, or on Compensation, the Company shall continue to pay his Health & Welfare premiums, so that the employee shall be protected to the utmost, provided:

- a) The employee reimburses the Company for such contributions normally paid by said employee, and is at no time more than two (2) months in arrears; and,
- b) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

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

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

11.11 **MEDICAL EXAMINATIONS** – The Company may require any employee who has been absent from work for an extended period of time due to serious injury or illness, to obtain clearance to return to work from a medical practitioner of the employee's choice, prior to the employee's anticipated return to work date. In the event that the employee is returning to work under modified duties, the employee will be provided with a form upon which the doctor will outline the physical restrictions.

The Company, where reasonable circumstances exist, may require medical information. The employee's attending physician will provide additional medical information for the Company.

In the event that the Company requires an Independent Medical Evaluation (IME), this medical practitioner will examine the employee for fitness for duty. The cost of the IME will be paid by the Company.

11.12 **SAFETY BOOTS** – The Company will reimburse each active employee for the cost of one (1) pair of approved safety boots, to a maximum of one hundred and fifty dollars (\$150.00) once per calendar year. Employees must submit a receipt verifying the cost and date of purchase.

ARTICLE NO. 12 - 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 by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustments and settlement shall be as follows:

STEP 1 - Any grievance of an employee shall first be taken up between such employee and the Supervisor.

Time limit to institute a grievance -

- (a) Termination or layoff - five (5) days
- (b) All others - ten (10) days

STEP 2 - Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union, or Shop Steward, and the Supervisor.

STEP 3 - Failing settlement under Step 2, such grievance and any question, dispute, or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing, and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative authorized by the Vice President or Chief Operating Officer (COO) of the Company.

STEP 4 - Failing settlement under Step 3, the matter will be taken up in presentation to a Board, consisting of two (2) members selected by the Union, and two (2) Company members appointed by the Vice President or Chief Operating Officer (COO) of the Company.

STEP 5 - Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and the Company.

It is the intention of the Parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The Parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

ARTICLE NO. 13 - AMENDMENTS AND TERMINATION

- 13.1 This Agreement shall remain in full force and effect from August 1, 2017 until the thirty-first (31st) day of July 2020, and from year to year thereafter, except as herein after provided.
- 13.2 If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing such amendments shall give the notice in writing to the other Party, not less than sixty (60) days, and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Agreement.

SIGNED THIS 15th DAY OF DECEMBER, 2020

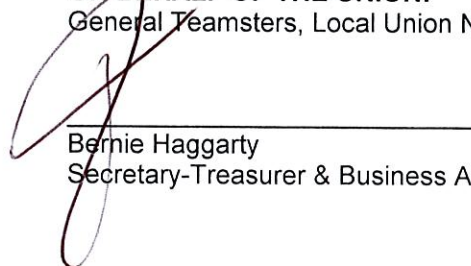
ON BEHALF OF THE COMPANY:
BURNCO Rock Products


Norm Kuntz
District Manager, Calgary Ready Mix


Mikayla Kessler
People & Culture Business Partner


Roger Harripersad
Senior Manager, Human Resources

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


Bernie Haggarty
Secretary-Treasurer & Business Agent

APPENDIX "A"

BURNCO RRSP

Employees covered by this collective agreement, will be eligible to contribute up to six percent (6%) to the RRSP and the Company will match up to six percent (6%) contribution. Employees are required to sign an authorization form to activate and/or reactivation of their RRSP contributions.

LETTER OF UNDERSTANDING #1

BETWEEN: **BURNCO Rock Products Ltd.**
Calgary Shop Employees

AND: **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

RE: **Employee Assistance Program**

The Company agrees to extend the Employee Assistance Program (EAP) to this bargaining unit of employees effective with date of ratification.

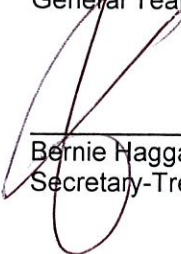
SIGNED THIS 15th DAY OF DECEMBER, 2020

ON BEHALF OF THE COMPANY:
BURNCO Rock Products



Norm Kuntz
District Manager, Calgary Ready Mix


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



Bernie Haggarty
Secretary-Treasurer & Business Agent



Mikayla Kessler
People & Culture Business Partner



Roger Harripersad
Senior Manager, Human Resources