

# COLLECTIVE AGREEMENT

Between

FORT MCMURRAY READY-MIX OPERATION  
GREATER EDMONTON MARKET  
LAFARGE WESTERN CANADA

A Division of Lafarge Canada Inc. A Member of LafargeHolcim  
(Hereinafter referred to as the "Employer")

And

GENERAL TEAMSTERS, LOCAL UNION NO. 362

Affiliated with the International Brotherhood of Teamsters  
(Hereinafter referred to as the "Union")

APRIL 1, 2021 – MARCH 31, 2024

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## **WITNESSETH THAT THE PARTIES AGREE AS FOLLOWS:**

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

## **DIVERSITY AND INCLUSION**

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.

The Parties recognize the market in which this business operates is multicultural and gender diverse. Therefore, the Parties are committed to ensuring an inclusive and non-discriminatory work environment.

## **ARTICLE NO. 1 - BARGAINING AGENCY**

- A. The Union is recognized by the Company as the sole bargaining agent for its employees within the classification hereinafter set forth or from time to time added hereto, it being intended that the Union represent all employees of the Company within the jurisdiction of the Teamsters Union. The Company shall not hereafter be obligated to deal with its employees either individually or in groups as to matters within the purview of this Agreement, but shall deal only with the duly authorized representative of the Union.
- B. The term "employees or employee" when herein used shall mean any workers or worker covered by this Agreement.

## **ARTICLE NO. 2 - UNION SECURITY**

- A. The Company shall, on the first pay period of each month, deduct from each employee of the bargaining unit who has been employed by the Company for seven (7) days and/or forty (40) hours, 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.
- B. Each new employee after fourteen (14) calendar days of employment shall become and remain a member in good standing of the Union for the duration of this Agreement or while he/she is an employee covered by the terms and conditions of this Agreement.
- C. 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.
- D. The Company agrees not to enter into any agreement or contract with the employees of the Company, members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- E. Upon written request of an employee, the Company will, in accordance with the tenor of the request, deduct the employee's Initiation Fee and/or Assessments levied by the Union in accordance with the Union's By-Laws, and remit same together with a list of the names of employees from whom the deductions have been made to the Secretary-Treasurer of the Union without delay.

### **ARTICLE NO. 3 - MANAGEMENT RIGHTS**

- A. The Union recognizes the right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with this Agreement.
- B. The Company shall always have the right to hire and to discipline or discharge employees. It is also agreed that employees shall only be disciplined, demoted, or discharged, for proper cause, and all discharged employees shall have the reasons for their termination in writing. It is agreed and understood that whenever conversations occur with an employee that may result in disciplinary action, a Shop Steward, Business Agent of the Union or an employee of that Members choosing will be present, unless expressly refused in writing by the member affected.
- C. Investigations:
- The Company will investigate and dispose of any incident in a timely manner. The Company shall complete its investigation of an incident within three (3) working days, or ten (10) working days in the event of any property damage or injuries, or as much time as is required where there is a fatality and/or where the incident involves the public and/or external agencies, excluding weekends and Statutory Holidays. The Company shall take disciplinary action, if any, immediately upon completion of its investigation.
- Extensions to these time limits will be subject to mutual agreement between the Union and the Company. Such agreement will not be unreasonably withheld.
- An employee who has not been called to work due to the Company investigating in accordance with this Article will be notified by the Company within forty-eight (48) hours, excluding Saturday and Sunday, the reason for the investigation, and estimated length of the investigation period.
- D. In the area of promotions and demotions, merit, ability and competency shall be the determining factor. The Union recognizes the right of the Company to judge the above factors.

### **ARTICLE NO. 4 - HOURS OF WORK**

- A. The regular hours of work for all employees shall be:
- Daily maximum, Monday through Friday inclusive, eight (8) hours per day. Weekly maximum, forty (40) hours per week.
- B. Overtime - All hours worked in excess of the daily or weekly maximum will be overtime and paid for as follows:
- a) Monday through Friday - over eight (8) hours per day, one and one-half (1 ½) times the regular rate of pay.

b) Saturday, Sunday and Statutory Holidays

Saturday time and one-half (1 ½) times the regular rate of pay.

Sundays and Statutory Holidays, two (2) times the regular rate of pay for all hours worked.

An employee must work all available, straight time hours in a week before qualifying for weekly overtime rates in the same week, except in cases of a leave of absence approved by salaried management, or a maximum of three (3) work days per calendar when the Driver's absenteeism is due to bona fide illness or absence due to compassionate grounds satisfactory to the Employer.

A driver who has not worked all available, straight time hours in a week and accepts work on Saturday or Sunday will be paid at his regular straight time rate until he has worked forty (40) hours and will be paid the overtime rate in accordance with above thereafter.

c) Daily Scheduling

The Company will post the call in schedule for the next day by 6:00 p.m. each day. Drivers not scheduled by 6:00 p.m. must be available until 10:00 a.m. for a call in.

Drivers not on the call list by 6:00 p.m. will be called in by seniority and offered the available work when the Company has a need for additional manpower. Employees may be called and provided with a start time, and will be expected to answer or return the call within five (5) minutes or the Company will offer the work to the next most senior employee. At any rate, employees who do not answer the phone must return the call within fifteen (15) minutes in case they are needed on that day. Notwithstanding, if insufficient drivers accept the call in and the Company still requires additional manpower then drivers will be assigned the work and must report to work in reverse seniority order and such employees will be expected to report.

A driver who returns the call within fifteen (15) minutes, or who is called in after 10:00 a.m. and declines the available work will be deemed to have completed an eight (8) hour day for the purpose of calculating weekend overtime pay as per Article 4 of the Letter of Agreement on Hours of Work.

A driver with seniority may request to be scheduled for a later daily start. Such request must be made to the Company before 12:00 pm prior to the day in question, for consideration. Employees will be advised if their request was accepted or denied by 6:00 pm on the day prior, or earlier where possible. Where the Company agrees to a later start, such later start shall not lead to premiums being paid on the next day under 5 (F).

d) Saturday and Sunday Scheduling

The Employer shall post a list each week by 12:00 p.m. on Thursday, for employees to volunteer for work on Saturdays or Sundays. Employees who wish to work on Saturday or Sunday must sign the list no later than 12:00 p.m. on Friday. Drivers not scheduled by 6:00 p.m. must be available until 10:00 a.m. for a call in. Employees may be called and provided with a start time, and will be expected to answer or return the call within five (5) minutes or the Company will offer the work to the next most senior employee. At any rate, employees who do not answer the phone must return the call within fifteen (15) minutes in case they are needed on that day. If there is an insufficient number of volunteers for the Saturday or Sunday work, then mandatory call-out will commence in reverse seniority.

Call in of drivers for Saturday and Sunday work will be by seniority of the drivers who have signed the overtime list by Friday.

C. Call-out Guarantee:

1. For the Period April 1 through October 31 of each calendar year, employees instructed to report for duty shall be booked in immediately on so reporting and shall be paid a minimum of five (5) hours pay if the employee commences work, or two (2) hours if the employee is unable to commence work.
2. For the Period November 1 through March 31 of each calendar year, 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 if the employee commences work, or two (2) hours if the employee is unable to commence work.
3. Weather permitting, the Company will not send home a senior driver with less than eight (8) hours work in the day while a junior driver continues to work, provided that a changeover in equipment can reasonably be made and the delivery to the customer is not unduly delayed.

D. Lunch Period:

1. No lunch period will be given to any employee unless mutually agreed to between the Parties hereto.
2. Should the Company require a day shift employee to work twelve (12) or more consecutive hours in a day, such employee shall be paid a meal allowance of fourteen dollars (\$14.00).

E. Coffee Breaks:

All employees shall be entitled to a fifteen (15) minute Coffee Break during both the first half and the second half of any shift, to be taken on Company premises if possible.

F. Minimum Break Between Shifts:

The Employer shall provide a ten (10) hour break between shifts. Where a ten (10) hour break is not provided, all hours worked on the second shift shall be paid at one and one-half (1 ½) times the regular rate of pay. No employee will lose any regular scheduled hours due to taking the ten (10) hour break. The foregoing does not apply where triggered by an employee taking a later start time the day before per 4 (C) above.

For reasons of health and safety of employees and members of the public, call-out shall be based on seniority provided that the employee has had at least an eight (8) hour break between shifts.

**ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY**

A. The minimum rates of pay and classifications of employment shall be:

Classification	April 1, 2021
Mixer Operator	\$36.02

B. Trainees - during training period, and for the duration of the probation period, the employee will be paid four dollars (\$4.00) per hour less than the regular rate of pay.

Trainers - drivers who assist in training new employees shall be paid a premium of four dollars (\$4.00) per hour above their regular rate of pay for those hours spent in training.

C. A shift differential of sixty cents (\$0.60) per hour higher than the employees' regular day shift rate shall be paid to all employees working shifts starting between 1:00 p.m. and 5:00 a.m.

## ARTICLE NO. 6 - ANNUAL VACATIONS

- A. Employees having seniority of less than one (1) year shall be entitled to vacations as provided by the Employment Standards Act.
- B. Employees with one (1) year of seniority, but less than three (3) years' seniority, shall be entitled to an annual vacation of two (2) weeks with pay or four percent (4%) of their annual earnings, whichever is greater.
- C. Employees with three (3) years of seniority, but less than eight (8) years of seniority shall be entitled to an annual vacation of three (3) weeks with pay or six percent (6%) of their annual earnings, whichever is greater.
- D. Employees with eight (8) years of seniority, but less than sixteen (16) years of seniority, shall be entitled to an annual vacation of four (4) weeks with pay or eight percent (8%) of their annual earnings, whichever is greater.
- E. Employees with sixteen (16) years of seniority, but less than twenty-five (25) years of seniority, shall be entitled to an annual vacation of five (5) weeks with pay or ten percent (10%) of their annual earnings, whichever is greater.
- F. Employees with twenty-five (25) years of seniority or more shall be entitled to an annual vacation to six (6) weeks with pay or twelve percent (12%) of their annual earnings, whichever is greater.
- G. For the purpose of determining a year's service, any year during which an employee works twelve hundred (1200) hours shall be considered a year's service. A year shall date from the employee's date of commencement of employment.
- H. If in any year an employee works less than twelve hundred (1200) hours, he/she shall receive holiday pay at the rate of either four percent (4%), six percent (6%) or eight percent (8%) of gross earnings whichever by reason of the number of years already accumulated during which he/she worked twelve hundred (1200) hours or more is applicable.
- I. An employees' anniversary date of employment shall be used to determine his years of continuous service for the purpose of vacation entitlement; however the entitlement will be effective January 1<sup>st</sup> of each calendar year.
- J. Drivers will have the privilege of carrying one (1) weeks' vacation over to the following year, but must be taken by the end of March in that year.

## ARTICLE NO. 7 - GENERAL HOLIDAYS

- A. The eleven (11) recognized Holidays shall be:

New Years Day	Good Friday	Victoria Day
Civic Day	Canada Day	Family Day
Labor Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

Statutory Holiday observance will be as per business requirements and will align with customer needs. Where one of the above mentioned General Holidays falls on a Saturday or Sunday, the Company will advise employees which day (Friday or Monday) is being recognized, at least five (5) calendar days prior to the date the General Holiday will be recognized..

- B. All regular employees shall be paid eight (8) hours pay for each of the eleven (11) Statutory Holidays listed in Section A of this Article.

- C. If an employee has been laid off, and is recalled to work, and he/she works ten (10) days in the thirty (30) calendar day period prior to one 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 reasons other than proven sickness or with Company authorization, on the working day before or the working day after the Holiday shall not be paid for the Holiday.

- D. No employee will be forced to work on Labor Day, except where the safety of life or property make it necessary.
- E. In the event any of the above-mentioned Holidays fall during an employee's annual vacation, he/she shall be given a day in lieu of, to be taken on a mutually agreed date which may be either at the start or at the completion of his/her vacation where the schedule allows.
- F. Should the government(s) eliminate any one or more of the above holidays, the days and the rates to be paid will be at straight time. Likewise if the government(s) add a Holiday, the appropriate rates will apply.

#### **ARTICLE NO. 8 - SHOP STEWARDS**

- A. There may be, elected or appointed by the employees or Union, such number of Shop Stewards as the Union may determine, who shall perform such functions as the Union may assign them, provided the duties of the Shop Steward shall not conflict with their regular employment and duties with the Company. The Company shall only recognize such Shop Stewards and shall not discriminate against them for lawful Union activities.
- B. 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.
- C. 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. 9 - PAYMENT CONDITIONS**

- A. Employees shall be paid by direct deposit, every second Friday, and will receive a pay statement on-line. Employees hired prior to January 1, 2019 will have the option to receive their pay statement on-line or via Canada Post at the address on record with the Company.

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.

In the event an employee does not receive his/her payroll on time or if there is an error on the employee's pay, the Company will ensure that the employee is paid by cheque forthwith if the amount outstanding is in excess of two hundred dollars (\$200.00) provided that the employee has submitted the payroll error report to the Company by the Friday preceding the pay cut off.

- B. All employees covered by this Agreement shall be paid for all time working on behalf of the Company.

#### **ARTICLE NO. 10 - SENIORITY**

- A. Seniority shall be based on the length of service an employee has been on the payroll of the Company as a Bargaining Unit employee, operating under the terms and conditions of this Collective Agreement, subject to Section (B) of this Article.



- B. An employee shall lose all seniority rights for any one (1) or more of the following reasons:
1. voluntary resignation
  2. discharge for cause
  3. failure to return to work after lay off.
  4. Lay off of greater than six (6) months without recall.
  5. Does not exercise seniority to return to the bargaining unit per 12 (H).
- C. In the event of a reduction in the working force, the Company shall apply the principal of "last on, first off" insofar as it is consistent with Management's obligation to maintain an efficient working force. Following a layoff, rehiring shall be executed conversely to the outlined lay off procedure.
- In all layoffs, the Company shall consider seniority of the employee (a) merit, (b) ability of the employee, and where qualifications expressed in (a) and (b) are relatively equal, the employee's seniority shall be the determining factor.
- D. A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every month of each year. Any errors shall be reported to the Shop Steward for correction within seven (7) days after the posting of such list.
- E. All newly hired regular employees shall be considered as probationary employees for the first sixty (60) days worked or the first one hundred and twenty (120) calendar days whichever occurs first. 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.
- F. When the following criteria have been met, an employee shall be classed as a regular full time employee of the Company when the employee:
1. has completed his/her probationary period
  2. is available for full time employment as he/she may be needed
  3. has no other outside employment that will be in direct conflict with his/her employment with the Company.

#### **ARTICLE NO. 11 - LEAVES OF ABSENCE**

A. Bereavement Leave

Regular employees who have completed their probationary period with the Company will 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 a Leave of Absence for a reasonable period of time. He/she shall be compensated for the hours lost from his/her regular schedule, Monday through Friday, or Saturday if scheduled, on the day prior to the funeral, the day of the funeral and the day after the funeral. Maximum compensation shall be eight (8) hours per day for three (3) days. An employee who is required to travel in excess of five hundred (500) kilometers (km) will be afforded one (1) additional paid day, upon that employee's request.

Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather and grandmother, named common-law spouse, step-mother, step-father, step-sons and step-daughters or any other family member named in the Alberta Employment Standards Code.

B. 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 regular 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 Witness pay received. The employee will be required to furnish proof of attendance and Witness pay received thereof. Any employee called as a witness, shall subject to this provision, make himself/herself available for work before or after being required for such duty whenever practicable.

This Clause will have no application for an employee on leave of absence, or receiving benefits under the Health and Welfare Program, on annual vacation, 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.

C. 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. Any employee on Jury Duty, shall subject to this provision, make himself/herself available for work before or after being required for such duty whenever practicable.

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.

B. Leave of Absence for Promotion:

1. When an employee within the bargaining unit covered by this Agreement receives Leave of Absence to take a position within the Company which is beyond the sphere of the bargaining unit, he/she may retain his/her seniority for a maximum of one hundred and twenty (120) days within the former unit.
2. At the end of this period of one hundred and twenty (120) days, the employee must exercise his/her seniority rights by returning to his/her former unit, or relinquish all such seniority rights.

C. Leave of Absence

Leave of Absence for any other reason than ill health shall be in writing and shall consist of a maximum of sixty (60) days and shall be granted by seniority subject to business requirements. Leave of Absence shall not be unreasonably withheld however the Company reserves the right to deny a request if it will negatively impact business requirements/operations. 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.

D. Seasonal Leave of Absence

During the period from December 1<sup>st</sup> through March 31<sup>st</sup>, requests for leave of absence for any reason other than ill health or leave protected under provincial legislation, shall be in writing to the Company, and shall consist of a maximum of one hundred and twenty (120) days. A leave of absence will not extend beyond March 31<sup>st</sup> unless agreed to by the Union, the Company and the employee concerned. If any employee returns to work before his/her leave of absence is expired, he/she will remain at the bottom of the seniority list until such time as his/her leave of absence is expired.

Leave of Absence shall be granted once approved by the Company, by November 1<sup>st</sup> on a seniority basis. Not more than twenty-five percent (25%) of the employees on the current seniority list will be granted a leave of absence during this one hundred and twenty (120) day period. Requests for leave of absence shall not be unreasonably withheld. Upon mutual agreement between the Company and the Union the number of employees permitted to take a leave of absence may be increased.

The LOA procedure will be as follows:

1. LOA requests must be handed in by October 15<sup>th</sup> be considered for December 1<sup>st</sup>
2. Company announces successful candidates based on seniority by November 1<sup>st</sup>
3. LOA period begins December 1<sup>st</sup> – March 31<sup>st</sup>. LOA's within this time frame approved by seniority up to twenty-five percent (25%).

**ARTICLE NO. 12 - GENERAL**

- A. The Company shall not require an employee to drive any vehicle not equipped with safety appliances required by the law, or any vehicle not in safe operating condition, but this clause will not affect the immunities of the Company under the Workers' Compensation Act.

B. Medical Examinations

The Company may require any employee to undergo a medical examination, at the expense of the Company, and employees shall comply promptly with any request to take such examinations. The Company shall give the employee twenty-four (24) hours' notice prior to such examinations, and will compensate the employee for time lost if the examination takes place during working hours. Compensation for lost time shall not exceed eight (8) hours per day at the employee's regular straight time rate of pay.

Any employee who is suspended from his/her regular duties or discharged for medical reasons may employ at his/her option and expense, a qualified medical examiner of his/her own choice for the purpose of obtaining a second medical opinion.

The employee shall authorize his/her medical examiner to submit a medical report to the Company and in the event that his report confirms the opinion of the Company medical examiner, no further review of the case will be made.

In the event that the two medical opinions are materially different, the Company and the employee shall have their respective medical examiners confer and arrange for a further examination by a mutually acceptable medical specialist.

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

Any unsatisfied claims for loss of wages due to alleged unwarranted medical suspension or medical discharge shall be resolved through the Grievance Procedure.

- C. The Company must inform all superintendents, foremen and batchmen to abide by the rules of this Agreement.
- D. The Company agrees to maintain clean and sanitary washrooms with toilet facilities at its plants.
- E. While on job sites or anywhere away from the plant, Employees shall not leave their mixer trucks and do other duties or engage in other activities, while the truck is in operation, except where specifically instructed to do so by Management.
- F. Safety Clothing and Footwear

The Company will provide all Employees with proper fitting fire rated Winter jackets that meet all necessary safety requirements, to be worn during the winter months. Seasonal employees or employees who terminate employment will have the full cost of a new jacket deducted from the employee's final paycheque. If the employee returns to the employment of Lafarge and does not require a new jacket the deduction will be reimbursed to the employee. The cost of cleaning the jackets will be the responsibility of the employee. Lafarge will not provide cleaning services or a cleaning allowance.

Employees who have completed their probationary period will be entitled to a Safety Footwear Allowance of ten cents (\$0.10) per hour worked. This allowance does not compound for overtime hours.

- G. License Upgrading

If the Company requests an employee to upgrade his/her licence, the appropriate equipment will be provided for test purposes and the employee will receive his/her regular rate of pay during the test period.

#### Medical Exams for Company required Licenses

The employee will also be reimbursed the cost of a medical examination which the employee has undergone as a requirement of maintaining his Alberta Vehicle Operates License Class 1, provided the employee has completed three (3) continuous years of service with the Company and the Company continues to require the employee to hold this license.

- H. Where reasonable, employees may be asked to perform maintenance labor to their units, or the plant, and other duties around the yard and plant. When requested employees are expected to do as instructed subject to the employee's capabilities and training, not including janitorial to sanitary or toilet facilities. Call outs for non-driving shifts will be offered based on seniority subject to qualifications.
- I. Union-Management Meetings

The Parties agree that the Company will coordinate and participate in Quarterly Union – Management meetings. The purpose of the meeting includes but is not limited to:

1. reviewing the business results of the Fort McMurray Ready-Mix Operation;
2. reviewing the work schedule and anticipated manning requirements;
3. discussing opportunities for improving efficiency and reducing costs;
4. discussing matters that are of interest and importance to either the Union or Management.

This meeting will not deal with grievances.

### **ARTICLE NO. 13 - TRAVEL ALLOWANCE**

- B. In the event the Company instructs an employee to travel to a project or job that is situated beyond the Fort McMurray Town Plant, the Company will pay a travel allowance to those employees who are required to furnish their own transportation in the amount of fifty two cents (\$0.52) per kilometer for each kilometer traveled beyond the Lafarge Town Plant. Kilometers traveled will be calculated from the Lafarge Town Ready-Mix Plant.
- C. The Company will pay all costs for board and room to all employees instructed to work on away-from-home projects. Upon returning from out-of-town trips, the Company will reimburse the money the employee paid for room and board, upon presentation of receipts.

### **ARTICLE NO. 14: WORK IN OTHER JURISDICTIONS**

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

### **ARTICLE NO. 15: GRIEVANCE PROCEDURE**

Section A - All questions, disputes and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided in this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

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

Time Limit to Institute a Grievance

- |                          |                   |
|--------------------------|-------------------|
| - termination and layoff | ten (10) days     |
| - all others             | fifteen (15) 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 Local Union, and the Company representative authorized by the Company.

**STEP 3(A):** Failing settlement under Step 4, the parties may elect to file an application seeking the assistance of a grievance mediator to deal with the grievance. The cost of the Grievance Mediator shall be borne equally by the Parties.

**STEP 4:** Failing settlement under Step 3(A), the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Parties to hear both sides of the case. The Arbitrators decision will be final and binding.

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

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

Should an employee discharged feel that such dismissal is unjust, he/she may apply for a hearing under the Grievance Procedure within ten (10) days of the date of discharge. Should it be found that an error has been made, he/she shall be reinstated and reimbursed for all time lost. The monies paid to the employee for lost time shall be the average wage earned by the employee who is directly above him/her on the Seniority List, and the employee who is directly below him/her on the Seniority List.

Section B - If the Company desires to submit a grievance, it will do so in writing directed to the Union. Notice of the grievance shall be mailed to the Union within five (5) days of the occurrence of the event upon which the grievance is based. The notice of grievance shall state the specific nature of the occurrence giving rise to the grievance, the section or sections of the Agreement claimed to have been violated, and the relief sought. The Union shall meet with the Company within five (5) days of receipt of notice of the grievance. If no satisfactory solution is reached at this meeting, then the grievance may be referred as hereinbefore provided.

#### **ARTICLE NO. 16 - HEALTH AND WELFARE**

A. The Company will continue to provide a Health and Benefit Plan at no cost to the employees. The benefit levels shall continue unchanged after the date of ratification of this Agreement.

B. Eligibility:

Employees will be eligible to participate in the Company provided Health and Benefit Plan effective the first (1<sup>st</sup>) of the month following one (1) full month of employment.

#### **ARTICLE NO. 17 - PENSION PLAN**

A. The Company shall pay the following rate per hour for each hour worked by each employee into the Prairie Teamsters Pension Plan:

Current Rate	July 1, 2021	July 25, 2021	April 1, 2022	April 1, 2023
\$3.25	\$4.00	\$5.00	\$5.50	\$6.00

B. Eligibility:

Employees will be eligible to participate in the Pension Plan effective the first (1<sup>st</sup>) of the month following one (1) full month of employment.

## ARTICLE NO. 18 - AMENDMENTS AND TERMINATION

- A. This Agreement shall remain in full force and effect from the first (1<sup>st</sup>) day of April 1, 2021 until the thirty-first (31<sup>st</sup>) day of March 2024, 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 (31<sup>st</sup>) day of March 2024, or the thirty-first (31<sup>st</sup>) day of March in any year thereafter.
- B. If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing such amendments shall give notice in writing to the other Party not less than sixty (60) days before the thirty-first (31<sup>st</sup>) day of March in any year.

SIGNED THIS 9<sup>th</sup> DAY OF September, 2021

### FOR THE COMPANY:

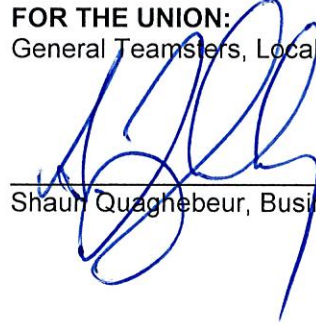
Lafarge Construction Materials  
Ft. McMurray, AB



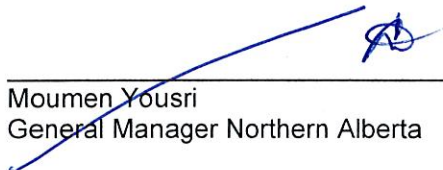
Susan Davison,  
Employee & Labour Relations Manager

### FOR THE UNION:

General Teamsters, Local Union No. 362



Shaun Quaghebeur, Business Agent



Moumen Yousri  
General Manager Northern Alberta

## LETTER OF UNDERSTANDING #1

**BETWEEN:** FORT MCMURRAY READY-MIX OPERATION  
NORTHWEST DIVISION  
LAFARGE CONSTRUCTION MATERIALS

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

**RE:** PROJECT WORK

In an effort to ensure that all employees are given an equal opportunity to benefit from the Company's ability to secure large scale industrial contracts in the Fort McMurray area, and to ensure that the Company is able to adequately staff such projects, the Parties agree to the following provisions:


1. When the Company requires employees to work on out-of-town projects of an extended duration, the Employer shall conduct a temporary bid process for such positions every four (4) months. Selection shall be based on employee seniority.
2. For the duration of such projects, the Company shall maintain separate call-in lists for each project(s) and the in-town operation.
3. Under no circumstances shall the preceding provisions inhibit the Company's ability to adequately staff the in-town operation or cross-assign drivers in special circumstances where business requirements necessitate such assignment.


This Letter of Understanding shall not apply where the Company secures contractual work that falls under the jurisdiction of the General Construction Agreement unless the Parties agree to assign employees of the Fort McMurray Ready-Mix bargaining unit to the project.

SIGNED THIS 9<sup>th</sup> DAY OF September, 2021

**FOR THE COMPANY:**

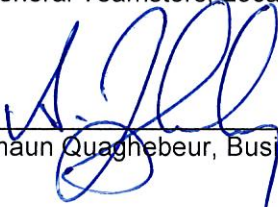
Lafarge Construction Materials  
Ft. McMurray, AB

  
\_\_\_\_\_  
Susan Davison,  
Employee & Labour Relations Manager

  
\_\_\_\_\_  
Moumen Yousri  
General Manager Northern Alberta

**FOR THE UNION:**

General Teamsters, Local Union No. 362

  
\_\_\_\_\_  
Shaun Quaghebeur, Business Agent



## LETTER OF UNDERSTANDING #2

**BETWEEN:** FORT MCMURRAY READY-MIX OPERATION  
NORTHWEST DIVISION  
LAFARGE CONSTRUCTION MATERIALS

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

**RE:** ACCIDENT PREVENTION AND SAFETY RESPONSIBILITY

Given the importance that the Company places on employee safety and accident prevention; and

Whereas it is the intention of the Company, in co-operation with its employees and their authorized representatives, to ensure that a safe workplace exists for all employees and that all reasonable steps are taken to prevent accidents, the Parties agree to the following responsibility provisions:

**A. Company Responsibilities -**

- < The Company shall supply and maintain safe equipment, ensure that workplaces are free of safety hazards, and comply with all applicable safety legislation and regulations.
- < The Company shall ensure that employees are properly equipped and trained to perform their assigned duties in a safe and hazard free manner.
- < The Company shall establish and promote a Safety and accident Prevention Policy that clearly outlines the expectations of all stakeholders.
- < The Company shall establish and support a Joint Safety Committee whose prime objective shall be the safety of employees and the prevention of accidents at the workplace.
- < The Company shall not require or force an employee to work in violation of applicable safety legislation or regulations.
- < The Company understands that any actions on its part that violate applicable safety legislation and regulations will result in penalties under the law.

**Employee Responsibilities**

- < Employees shall observe all safety legislation, regulations and Company policies in the performance of their assigned duties at all times.
- < Employees shall report any unsafe or hazardous conditions to the Company as soon as they become aware of the situation.
- < Employees shall participate in all Company-sponsored safety training initiatives and advise the Company of any concerns they may have about a lack of knowledge or expertise in the performance of assigned duties that could result in an unsafe workplace.

## LETTER OF UNDERSTANDING #2 (Continued)

- < Employees understand that they shall not be disciplined for an accident, however if it is proven that an employee acted in a careless or negligent manner, or violated applicable safety legislation, regulations or Company policies or practices, then such action may be considered as just cause for disciplinary action up to and including dismissal.

### 3 Union Responsibilities

- < The Union shall promote and observe all safety legislation, regulations, and Company policies.
- < The Union shall ensure to the best of its ability, that referred members are trained in standard safety policies and procedures.
- < The Union shall ensure that employee representatives participate in the Joint Safety Committee initiatives of the Company.
- < The Union shall support and promote safety training initiatives developed and implemented by the Company, and ensure to the best of its ability that knowledge of industry best practices is shared with the Company and its employees.

SIGNED THIS 9<sup>th</sup> DAY OF September, 2021

#### FOR THE COMPANY:

Lafarge Construction Materials  
Ft. McMurray, AB



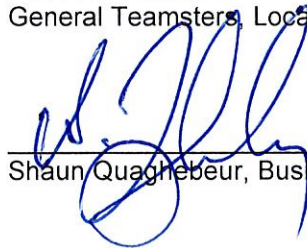
Susan Davison,  
Employee & Labour Relations Manager



Moumen Yousri  
General Manager Northern Alberta

#### FOR THE UNION:

General Teamsters, Local Union No. 362



Shaun Quaghebeur, Business Agent

### LETTER OF UNDERSTANDING #3

**BETWEEN:** FORT MCMURRAY READY-MIX OPERATION  
NORTHWEST DIVISION  
LAFARGE CONSTRUCTION MATERIALS

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

**RE:** FORT McMURRAY SPECIAL ALLOWANCE

The Company will continue to provide a four dollar and seventeen cent (\$4.17) per hour Special Allowance to the employees of the Fort McMurray Ready-Mix Operations.

This Special Allowance is in no way or fashion a subject of the Collective Agreement. It is strictly a Company administered Plan and not subject to negotiations. The Company retains the right to alter or cancel the Plan when and if this is deemed necessary. The Company will consult with the Union in the event that the Company alter or cancel the Special Allowance as a result of deteriorating economic conditions.

Employees living in a camp setting are not eligible for the Special Allowance.

The conditions for eligibility for the Special Allowance will continue to be those effective January 1, 2011.

SIGNED THIS 9<sup>th</sup> DAY OF September, 2021

**FOR THE COMPANY:**

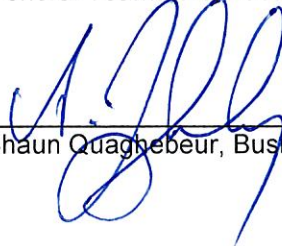
Lafarge Construction Materials  
Ft. McMurray, AB



Susan Davison,  
Employee & Labour Relations Manager

**FOR THE UNION:**

General Teamsters, Local Union No. 362



Shaun Quaghebeur, Business Agent



Moumen Yousri  
General Manager Northern Alberta

#### LETTER OF UNDERSTANDING #4

**BETWEEN:** FORT MCMURRAY READY-MIX OPERATION  
NORTHWEST DIVISION  
LAFARGE CONSTRUCTION MATERIALS

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

**RE:** PRE-ACCESS AND RANDOM DRUG & ALCOHOL TESTING

Per Company policy, all employees may be required, in the course of their employment, to attend a customer's site which requires either pre-access testing or random testing. All employees are expected to participate in these programs as a condition of their employment. Where the Company determines all employees are not required to participate, participation will be on a voluntary basis based on individuals seniority.

SIGNED THIS 9th DAY OF September, 2021

**FOR THE COMPANY:**

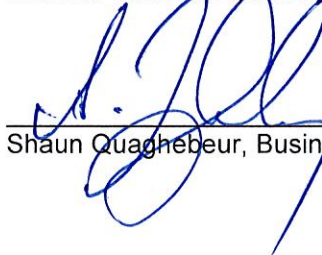
Lafarge Construction Materials  
Ft. McMurray, AB



Susan Davison,  
Employee & Labour Relations Manager

**FOR THE UNION:**

General Teamsters, Local Union No. 362



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Moumen Yousri  
General Manager Northern Alberta