

AGREEMENT MADE THIS 27th DAY OF SEPTEMBER, 2021

BETWEEN:

**INLAND PIPE,
A DIVISION OF LEHIGH HANSON MATERIALS LIMITED**
Calgary, Alberta
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART.

AUGUST 1, 2021 – MARCH 31, 2024

TABLE OF CONTENTS

BARGAINING AGENCY	1
UNION SECURITY	1
CHECK-OFF OF INITIATIONS	1
HOURS OF WORK	2
Daily maximum	2
Weekly maximum	2
Overtime	2
Compressed Work Week	2
Meal Allowance	2
Call-out Guarantee	2
CLASSIFICATIONS AND RATES OF PAY	3
ANNUAL VACATIONS	3
GENERAL HOLIDAYS	5
SHOP STEWARDS	5
PAYMENT CONDITIONS	6
BEREAVEMENT LEAVE	6
JURY DUTY	6
SENIORITY	7
GENERAL	8
GRIEVANCE PROCEDURE	9
AMENDMENTS AND TERMINATION	10
APPENDIX "A"	11
Health & Welfare	11
APPENDIX "B"	13
Money Purchase Pension Plan	13
LETTER OF UNDERSTANDING #1	14
Advancement Fund	14
LETTER OF UNDERSTANDING #2	15
Foremen	15
LETTER OF UNDERSTANDING #3	16
Notification for Overtime	16
LETTER OF UNDERSTANDING #4	17
Classification Progression Program	17

WITNESSETH THAT THE PARTIES HERETO AGREE AS FOLLOWS:

PREAMBLE - It is the intent and purpose of this Agreement that the Company and the Union co-operate to obtain efficient and unrestricted operation of the industry, providing service to the customer, quality of work done, protection of property and production, to maintain a harmonious relationship between the Company and its employees, and to provide a method of settling in an amicable manner any differences or grievances which may from time to time arise, and to set forth rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

GENDER - In all areas where the language in this agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

ARTICLE NO. 1 - BARGAINING AGENCY

The Union is recognized as the sole bargaining agency for the purpose of collective bargaining during the life of this Agreement and thereafter until the bargaining unit elects another bargaining agent of their choice in accordance with the Alberta Labour Relations Code.

The term "employees" used throughout this Agreement shall mean all employees within the classification hereinafter set forth and employed by the Company at its Pipe Manufacturing Plant, Calgary, Alberta.

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, 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 sixty (60) calendar days of 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.
- (c) All new employees will be considered as probationary employees for ninety (90) days after hiring. Probationary employees may be released for unsatisfactory performance.
- (d) Students shall not be required to become Union Members until they have completed four (4) months continuous employment in any one year, but, as a condition of employment they must pay regular Union Dues after thirty (30) calendar days of employment.

Any student working in excess of four (4) months in any year shall be recognized as a regular employee and shall be covered by the terms and conditions of this Agreement.

Students shall not be employed while full-time employees are laid off.

ARTICLE NO. 3 - CHECK-OFF OF INITIATIONS

- (a) 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.
- (b) The Union will supply the Company with application forms for Union membership and dues deductions, 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.

ARTICLE NO. 4 - HOURS OF WORK

1. The regular hours of work for all employees shall be:
 - (a) Daily maximum, Monday through Saturday inclusive - up to ten (10) hours per day, exclusive of a lunch period.

Weekly maximum - forty (40) hours per week.
 - (b) If an employee works less than forty (40) hours per week at his regular rate of pay, due to conditions set out by the Company, or approved time off, he will be paid at one and one-half (1 ½) times the regular hourly rate of pay for the first ten (10) hours worked on Saturday, and two (2) times his regular hourly rate for all hours over ten (10) hours worked..

If an employee works less than forty (40) hours at his regular hourly rate of pay, for reasons other than those set out above, he will be paid at his regular hourly rate of pay for hours worked on a Saturday, until he has worked forty (40) hours in that week.
 - (c) The Company may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period.
2.
 - (a) **Overtime** - Monday through Saturday - over eight (8) hours per day, one and one-half (1 ½) times the regular rates of pay.
 - (b) **Compressed Work Week** - When a compressed work week is scheduled pursuant to 1(b) above on a Monday through Thursday basis, time and one-half (1 ½) shall apply to the first ten (10) hours worked after forty (40) hours in the week on the Friday and Saturday. When a compressed work week is scheduled on a Tuesday through Friday basis, time and one-half (1 ½) shall apply to the first ten (10) hours worked after forty (40) hours in the week on the Monday and Saturday.

Sunday and Statutory Holidays - two (2) times the regular rates of pay for all hours worked.
 - (c) The Company will provide employees with two (2), fifteen (15) minute rest periods; one in the first half of the workday and one in the second half of the workday. This includes reasonable travel to and from the employee's workstation.
3. **Call-out Guarantee**
 - (a) 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 pay at the employee's regular rate of pay, if the employee is unable to commence work.
 - (b) A differential of one dollar and fifteen cents (\$1.15) per hour higher than the employee's regular day shift rate shall be paid to all employees working shifts starting between 12:00 p.m. and 4:00 a.m..

ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY

(a) The minimum wage rates for all employees coming under this Agreement shall be:

Classification	Current	Aug 1/21	Apr 1/22	Oct 1/22	Apr 1/23	Oct 1/23
Foreman	\$35.34	\$35.69	\$36.05	\$36.41	\$36.77	\$37.14
Lead Hand	\$33.27	\$33.60	\$33.94	\$34.28	\$34.62	\$34.97
Advanced Operator	\$31.34	\$31.65	\$31.97	\$32.29	\$32.61	\$32.94
Senior Production	\$28.32	\$28.60	\$28.89	\$29.18	\$29.47	\$29.76
Labourer (18mo+)	\$27.56	\$27.84	\$28.11	\$28.40	\$28.68	\$28.97
Labourer (12-18mo)	\$25.94	\$26.20	\$26.46	\$26.73	\$26.99	\$27.26
Labourer (6-12mo)	\$24.86	\$25.11	\$25.36	\$25.61	\$25.87	\$26.13
Labourer (3-6mo)	\$24.27	\$24.51	\$24.76	\$25.01	\$25.26	\$25.51
Labourer (0-3mo)	\$22.90	\$23.13	\$23.36	\$23.59	\$23.83	\$24.07
Maintenance Lead	\$38.15	\$38.53	\$38.92	\$39.31	\$39.70	\$40.10
Ticketed Journeyman	\$37.04	\$37.41	\$37.78	\$38.16	\$38.54	\$38.93
Non-Ticketed Trades	\$28.07	\$28.35	\$28.63	\$28.92	\$29.21	\$29.50
Stock Person	\$17.34	\$17.51	\$17.69	\$17.87	\$18.04	\$18.22

It is understood that the rates of pay for an Apprentice shall follow the guidelines set out by the Province.

The Stock Person will be responsible for signing out tools and supplies, stocking supplies and keeping stock room clean and organized. The Stock Person will not perform the duties which are performed by other classifications in the collective agreement.

Dual Ticketed Journeyman – Millwright/Welder tickets eligible - \$2.50 per hour premium non-compounding. The employee is responsible to provide proof of eligibility for both tickets and must be approved by management prior to being eligible to receive the premium.

- (b) **Higher Rates to be Paid While Filling Vacancies** - Employees in Labourer / Senior Production Worker classifications who are required to relieve Advanced Operator, shall be paid the appropriate rate of pay for all hours worked in that designated production work group. The intent of this clause does not include short periods of relief such as lunch breaks, rest periods, or other unscheduled short-term relief situations. Advanced Operator's assigned to another classification on a regular basis will be paid the assigned classifications rate.
- (c) The Company shall appoint an employee as a Lead Hand when required or when no foreman or salaried supervisor is on the shift.
- (d) Labourers – All Labourers will be provided the opportunity to complete training to qualify as Senior Production Worker, Labourers that do not elect to take the training or complete the training successfully will be subject to be laid off first during any layoff.

ARTICLE NO. 6 - ANNUAL VACATIONS

- (a) Upon completion of one (1) or more years of service, an employee shall receive two (2) weeks annual vacation.
- (b) Upon completion of five (5) or more years of service, an employee shall receive three (3) weeks annual vacation.

- (c) Upon completion of twelve (12) or more years of service, an employee shall receive four (4) weeks annual vacation.
- (d) Upon completion of twenty (20) or more years of service, an employee shall receive five (5) weeks annual vacation.
- (e) Existing entitlements as of March 31, 1986 will not be rolled back.
- (f) Vacation Pay shall be calculated as follows:

Four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), of his gross wages for all hours worked where the employee is entitled to two (2) weeks, three (3) weeks, four (4) weeks, or five (5) weeks.
- (g) If an employee leaves the employ of the Company after he has had his holidays for the previous year, he shall be paid an additional four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) for such time as he has accumulated towards a further holiday. The rate of payment is to be determined in accordance with his years of service.
- (h) An employee's service shall be calculated from the date that he started with the Company.
- (i) Preferred Vacation Schedule Lists shall be posted by January 5 of each year, and employees shall designate their preferred vacation period on these lists by March 31 of the same year. Should an employee fail to designate his/her vacation periods on these lists within the prescribed time period, vacation period may be scheduled by the Company at its discretion. Final vacation schedules shall be established and posted by the Company by April 15, and these schedules shall remain posted for the balance of the year. Employees not recalled to work by March 30 shall be contacted to select their preference.

Employees may request that their vacation be rescheduled. Once the final vacation schedule is posted such requests will be on a first come, first serve basis. Employees will submit their vacation change requests in writing. Provided the conditions in Article 6 (j) are met the Company will grant the employee's request.
- (j) The timing of vacations shall be fixed by the Company, consistent with the efficient and continuous operation of the business. Not more than ten percent (10%) of the employees, while maintaining operation requirements, may take vacation at any one time. Preference in the choice of dates for vacation periods shall be given on the basis of seniority. An employee may exercise his seniority in the selection of a vacation period only once in any calendar year.
- (k) Employees must submit their requests for time off in writing and these must be received by the Operations Supervisor or designate three (3) working days in advance of the requested time off. The employee must be in receipt of signed approval form before time off is taken. The Company will promptly respond to the employee's request.
- (l) Vacation pay shall be paid at the end of each bi-weekly pay period.

ARTICLE NO. 7 – GENERAL HOLIDAYS

- (a) Each employee shall be entitled to the General Holidays, hereinafter enumerated, with pay. These will be paid in accordance with the Alberta Employment Standards Code.

New Year's Day
Family Day
Good Friday
Canada Day
Victoria Day
Personal Holiday*

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Civic Day (August)

1. Where a General Holiday falls on a Saturday or Sunday, or on a regular day off during a scheduled compressed work week of four (4) ten (10) hour days, then either the regular working day immediately previous or following shall be observed as the Holiday.
 2. If the Provincial Government declares any additional General Holidays, the newly declared General Holiday will be substituted for one of the non General Holidays outlined above. The Union will determine which non General Holiday will be substituted in the event the Provincial Government declares an additional General Holiday.
 3. Employees will be entitled to one (1) Personal Holiday which will be paid in accordance with the criteria outlined above. The procedure for booking a personal holiday will be the same as booking vacation. A personal holiday not taken in the calendar year will be paid out in the last pay period of the calendar year.
- (b) All work performed on any of the above-named Holidays shall be paid for at two (2) times the employee's regular rate of pay, plus the pay as set forth in Section (a) of this Article.
- (c) If an employee does not show up for the last scheduled day of work before the Holiday, or the first scheduled day of work after the Holiday, he will not receive pay for the Holiday in question unless other advance arrangements with supervision have been made, Sunday excluded.
- (d) If a Statutory Holiday falls within an employee's regular vacation, he shall be paid for the Holiday.
- (e) 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 General Holidays.

ARTICLE NO. 8 - SHOP STEWARDS

- (a) There may be elected from the employees by the employees or appointed by the Union, one (1) Shop Steward and one (1) alternate Steward, who shall perform such functions as the Union may assign them, provided the duties of Shop Stewards shall not conflict with the regular employment and duties with the Company. The Company and the Union agree that for purposes of the collective bargaining process, the cost of attendance for all stewards shall be at the expense of the Union. The Union, at their expense, will train the Shop Stewards. Unpaid leave will be granted by the Company based on production requirements and all additional costs to grant the leave will be reimbursed by the Union.
- (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) If an employee is to be formally disciplined, he will have the Shop Steward present, unless declined.

ARTICLE NO. 9 - PAYMENT CONDITIONS

- (a) Wages shall be paid at least every second Friday with the net pay being directly deposited into a bank account of the employee's choice, through the Company's direct payroll deposit system.
- (b) The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked (either time and one-half or double the rate of wages applicable), and all deductions made from the gross amount of wages. Any significant error in payroll calculations by the employer shall be paid to the employee forthwith.

The amount of money deducted for Union dues will be indicated in the appropriate box on the employee's T-4 slip.

The Company may, at its discretion implement a "paperless" pay stub and "paperless" Labour Summary program during the life of the current collective agreement. The Company acknowledges their obligation to ensure all employees subject to this agreement receive the same information as is required by the agreement.

- (c) Not more than seven (7) days' pay may be held back, making the pay period cut-off the second Wednesday prior to payday.
- (d) **BEREAVEMENT LEAVE** - Regular employees who have completed one or more years of service with the Company shall be entitled to compassionate 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. The employee shall be compensated for the equivalent of three paid days for hours lost from his regular schedule, Monday through Friday, provided notification to the Company is made within the applicable pay period.

Members of the employee's immediate family are defined as in Company policy.

- (e) If an employee suffers an injury while on the job which prevents him from completing his shift and the injury requires medical care, the employee will be compensated for a full eight (8) hour shift on that day. Compressed work week schedules will be recognized.
- (f) **JURY DUTY** - Any Regular full-time employee who is required to serve Jury Duty or appear as a Witness in a court action, during the employee's regular work day, will be reimbursed by the Company for the difference between the payment received for Jury Duty or Witness Fee and his regular straight time hourly rate of pay for his regular scheduled hours of work. Such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week, less payment received for Jury Duty or Witness Fee.

The employee shall be required to furnish proof of Jury service or Courtroom attendance and proof of any fees received. Any employee on Jury Duty or called as a Witness shall make himself available for work before or after being required for such duty, whenever applicable.

This clause will not apply to an employee who is on vacation, on leave of absence, or who is receiving benefits under the Health and Welfare Program, or Workers' Compensation.

- (g) Employees may apply for compassionate care and/or parental leave, to be paid by Employment Insurance as per prevailing Provincial and Federal legislation. The Company will remit benefits during the period of legislated compassionate care and parental leave.

ARTICLE NO. 10 - SENIORITY

- (a) Seniority shall be based on the length of continuous service an employee has been on the payroll, in the bargaining unit at the Calgary Pipe Operation subject to Section (b) of this Article.
- (b) An employee shall lose all seniority rights and his employment shall be terminated for any one or more of the following reasons:
 - 1. voluntary resignation
 - 2. discharge for cause
 - 3. failure to return to work after layoff under Section (c) of this Article.
 - 4. layoffs of more than six (6) months for employees with less than three (3) years seniority. Layoffs for more than twelve (12) months for employees with more than three (3) years seniority.
 - 5. If an employee fails to return to work within seven (7) days from the date of a registered notification letter is sent by the Company. Employees are required to maintain current, mailing addresses, phone numbers and an email address with the Company. Employees canvassed for two-week work periods must return on the date requested.
- (c) Where ability, competency, efficiency and qualifications are relatively equal between employees, seniority will be the determining factor in regard to layoff, rehiring, vacancies, shifts or new positions to be filled. The Company will post any new position or vacancy within the bargaining unit.

Employees will be given a minimum of three (3) days, inclusive of the day, of notice prior to a layoff that is greater than two (2) weeks in length.

The Company recognizes that its employees place a high priority on seniority, and the Company will diligently attempt to apply this concept when this can reasonably be done, to layoffs, re-hiring, vacancies, new positions and work schedules. The Union recognizes that there are occasions when other factors must take precedence over seniority in order for the Company to efficiently manage its business and meet its commitments to its customers.

During layoff periods the Company will review seniority and ability of all operators available to work. The Company will determine the skills required and will canvass operators that have the minimum ability to perform Senior Production Worker duties. Employees that are not able to perform the Senior Production Duties will then be canvassed for additional opportunities that are available.
- (d) A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised three (3) times each year and a copy sent to the Union office. Any errors shall be reported to the Shop Stewards for corrections, with a copy to the Union.
- (e) Leave of absence for any other reason than ill health will consist of a maximum of thirty (30) days. Any extension of leave of absence over thirty (30) days shall be in writing and agreed upon by the Union, the Company, and the employee concerned. No leave may be granted for reasons of employment elsewhere.

ARTICLE NO. 11 - GENERAL

- (a) The Union recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to establish qualifications, direct, control and determine the work force, and to make and 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 have the right to hire and to discipline, demote and discharge employees for proper cause. It reserves the right to reject men who may be supplied by the Union, in the same manner as any other applicant.
- (c) The Company may determine the number of employees necessary for any function or operation and in any emergency may assign any employee to any work.
- ~~(d) Appendix "A" Covers Health and Welfare and is attached to and forming part of this Agreement.~~
- (e) The Company agrees to post a notice of any new position or vacancy in any existing position outside of the bargaining unit when the Company does not have a predetermined candidate for the position. 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.
- (f) The Company will supply such safety equipment as required by Occupational Health and Safety Regulations without cost to the employee.
- (g) The Company will reimburse any employee who has completed the probation period a maximum of two hundred dollars (\$200.00) per calendar year toward the purchase price of CSA approved safety work boots, provided that the employee works for a period of ninety (90) days following the date of payment. Failure to complete ninety (90) days of employment will result in the deduction of the reimbursement amount from the employee's subsequent and final pays. Payment will be made second pay period after April 1st, after recall or after completing probation.
- (h) 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 letter is more than twelve (12) months old, or twenty-four (24) months old for major safety infractions. It is understood that all safety issues are related.
- (i) When an employee has an accommodation request it is the primary obligation of the employee to provide all required medical information to support limitations including any additional information asked for by the Company. The Company is not required to pay for time and notes when it is an accommodation request.

(j) Tool Allowance – The Employer will pay a Tool Allowance to ticketed Journeypersons that supply their own tools for work, and who have completed their probationary period. The Tool Allowance will be three hundred dollars (\$300.00) per calendar year, subject to the following requirements being met:

- The trades included will be the ticketed Journeypersons. Dual ticketed Journeyperson will need to maintain both lists – additional premium is inclusive of the additional tool allowance.
- Each eligible ticketed Journeyperson must maintain a list of tools, identify the tool – a photographic log and list must be provided to the Employer on April 1 and October 1 each year.
- The tool Allowance will be paid each October 15th based on the ticketed Journeyperson maintaining a complete inventory of required tools.
- The Company and the Union will agree to a comprehensive tool list prior to this clause being implemented.
- For 2021 the tool list and the first allowance review will be completed by November 15, 2021.

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 settlements shall be as follows:

STEP 1 - Any grievance of an employee shall first be taken up between such employee and the Supervisor. Failure to follow Step 1 will result in the grievance being abandoned.

Time limit to institute a grievance:

- a) termination or layoff - five (5) days
- b) 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 Union, and the Company representative authorized by the President 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 President 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. The requesting party will notify the other party within thirty (30) calendar days of the completion of Step 4 to proceed to select an Arbitrator. Failure to meet the timeline will result in the grievance being abandoned.

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.

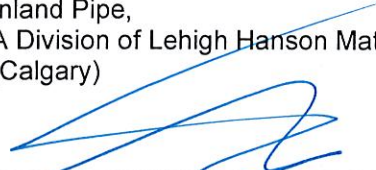
ARTICLE NO. 13 - AMENDMENTS AND TERMINATION

- (a) This Agreement shall remain in full force and effect from the first (1st) day of August, 2021 until the thirty-first (31st) 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 (31st) day of July in any year.
- (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, and not more than one hundred and twenty (120) days, immediately prior to the expiry date of the Agreement

SIGNED THIS 13th DAY OF December, 2021

ON BEHALF OF THE COMPANY:

Inland Pipe,
A Division of Lehigh Hanson Materials Limited
(Calgary)



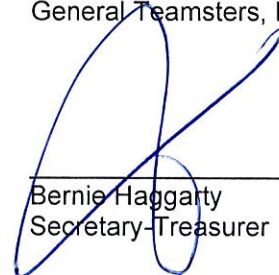
Stephen Abrahams
Labour Relations, LHML




Jamie Wellenstein
Plant Superintendent

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Bernie Haggarty
Secretary-Treasurer



John Worden
Business Agent

APPENDIX "A"

HEALTH AND WELFARE

Employees will remain on the current Health and Welfare Plan until December 31, 2021.

Effective January 1, 2022, the Company shall provide the Prairie Teamsters Health and Welfare Plan to all members of the Union, and eligible dependents coming under jurisdiction of this agreement.

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.

- i) 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 (1st) 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.
- ii) It will be the responsibility of the Union to ensure that all eligible Employees are enrolled in the Prairie Teamsters Health and Welfare Plan, and the Company for making premium remittances on their behalf. Premium remittances shall be submitted to the Plan Administrator no later than the fifteenth (15th) day of the month following the month in which the benefits were earned. The premium payable by the Employee shall be made by payroll deduction once monthly.
- iii) 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.
- iv) 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.
- v) 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.
- vi) The cost of the Health Insurance Plan shall be paid by the Company and the Employees as follows:
 - The Company will pay a maximum of three-hundred and ninety dollars (\$390.00) per month per eligible Employee for the Prairie Teamsters Health and Welfare Plan and Employees will pay the remainder through payroll.
 - Effective January 1, 2023, the Company will pay a maximum of four hundred dollars (\$400.00) per month per eligible Employee for the Prairie Teamsters Health and Welfare Plan and Employees will pay the remainder through payroll.
- vii) Layoff Coverage – Employees who are laid off may arrange with the Company, to reimburse the employees share for the first three (3) months after layoff and then at their own expense for the full premium up to the six (6) month limit, 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.

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

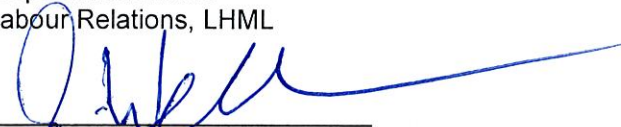
SIGNED THIS 15 DAY OF December, 2021

ON BEHALF OF THE COMPANY:

Inland Pipe,
A Division of Lehigh Hanson Materials Limited
(Calgary)



Stephen Abrahams
Labour Relations, LHML




Jamie Wellenstein
Plant Superintendent

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Bernie Haggarty
Secretary-Treasurer



John Worden
Business Agent

APPENDIX "B"

MONEY PURCHASE PENSION PLAN

A formal money purchase Pension Plan has been developed in conjunction with the employees of Inland Pipe Limited.

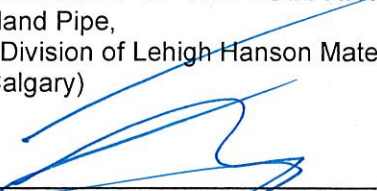
Effective April 1, 2014, Inland Pipe Limited will contribute three dollars and seventy-five cents (\$3.75) per hour worked to the Money Purchase Pension Plan, on behalf of each full-time and part-time employee who has completed twelve (12) months of employment.

Money Purchase Plan contributions will be locked in from date of participation


SIGNED THIS 13th DAY OF December, 2021

ON BEHALF OF THE COMPANY:

Inland Pipe,
A Division of Lehigh Hanson Materials Limited
(Calgary)



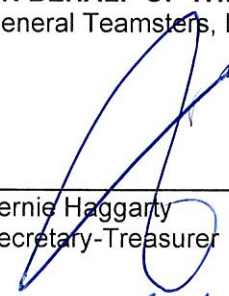
Stephen Abrahams
Labour Relations, LHML




Jamie Wellenstein
Plant Superintendent

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Bernie Haggarty
Secretary-Treasurer



John Worden
Business Agent

LETTER OF UNDERSTANDING #1

BETWEEN: **INLAND PIPE, A DIVISION OF LEHIGH HANSON MATERIALS LIMITED**
Calgary, Alberta
(hereinafter referred to as the "Company")

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

RE: TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

This letter will confirm that the Company will contribute to the Union/Industry Advancement Fund, at the rate of five cents (5¢) per hour for each straight time hour worked in a month.

Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

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

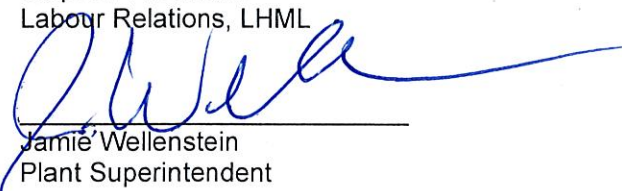
SIGNED THIS 13 DAY OF December, 2021

ON BEHALF OF THE COMPANY:

Inland Pipe,
A Division of Lehigh Hanson Materials Limited
(Calgary)



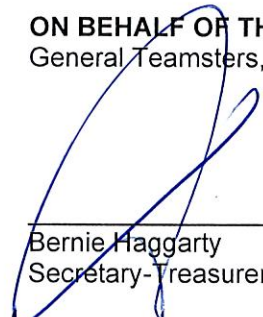
Stephen Abrahams
Labour Relations, LHML



Jamie Wellenstein
Plant Superintendent

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Bernie Haggarty
Secretary-Treasurer



John Worden
Business Agent

LETTER OF UNDERSTANDING # 2

BETWEEN: INLAND PIPE, A DIVISION OF LEHIGH HANSON MATERIALS LIMITED
Calgary, Alberta
(hereinafter referred to as the "Company")

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

RE: FOREMEN

It is agreed and understood by the Parties that the position of Hourly Foremen will become part of the existing bargaining unit. The position of Foreman will be subject to all management rights as set forth in Article No. 11(a) of the Collective Agreement.

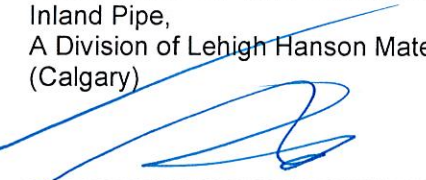
It is further agreed by both Parties that the needs of the operation as determined by Inland Pipe management will dictate the requirement for both qualifications and number of foremen. Such assessment will be ongoing.

The responsibility of said Foremen shall not include responsibility for formal disciplinary processes.

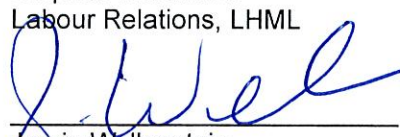
SIGNED THIS 13th DAY OF December, 2021

ON BEHALF OF THE COMPANY:

Inland Pipe,
A Division of Lehigh Hanson Materials Limited
(Calgary)



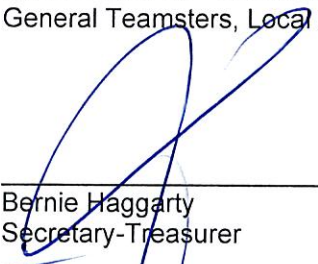
Stephen Abrahams
Labour Relations, LHML




Jamie Wellenstein
Plant Superintendent

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Bernie Haggarty
Secretary-Treasurer



John Worden
Business Agent

LETTER OF UNDERSTANDING # 3

BETWEEN: **INLAND PIPE, A DIVISION OF LEHIGH HANSON MATERIALS LIMITED**
Calgary, Alberta
(hereinafter referred to as the "Company")

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

RE: NOTIFICATION FOR OVERTIME

Employees shall be notified by noon on the previous day when scheduled Saturday work is available, but should be notified sooner if possible. Except for extenuating circumstances, employees shall be notified, not less than two (2) hours prior to completion of their regular shift, if overtime is required.

Upon notification, utilizing skills and ability the Company may schedule employees on the basis of Senior asked and Junior required for all Saturday work.


SIGNED THIS 13th DAY OF December, 2021

ON BEHALF OF THE COMPANY:

Inland Pipe,
A Division of Lehigh Hanson Materials Limited
(Calgary)



Stephen Abrahams
Labour Relations, LHML



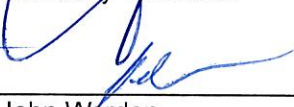
Jamie Wellenstein
Plant Superintendent

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Bernie Haggarty
Secretary-Treasurer



John Worden
Business Agent

LETTER OF UNDERSTANDING # 4

BETWEEN: INLAND PIPE, A DIVISION OF LEHIGH HANSON MATERIALS LIMITED
Calgary, Alberta
(hereinafter referred to as the "Company")

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

RE: CLASSIFICATION PROGRESSION PROGRAM

In order to encourage cross training and skill development the Parties agree to the following program:

1. Under the Classification Progression Program employees can be classified as Advanced Operators, Operators, or Senior Production based on the criteria outlined in the chart below.
2. Employees classified as Advanced Operators will be paid a fifty cent (\$0.50)/hr wage premium on the Advanced Operator rate if they meet the criteria outlined in the chart below.
3. Employees classified as Operator will be paid a one dollar (\$1.00)/hr wage premium on the Senior Production rate if they meet the criteria outlined in the chart below.
4. Training may be offered during the following times:
 - a. During regular shifts or on shift overtime
 - b. On weekends
 - c. During slow production periods
5. Employees may be called in out of seniority order to complete training. If an employee refuses an opportunity for training, without a legitimate reason that is not approved by Management then the employee may be disqualified from the Classification Progression Program.
6. Employees currently classified as Advanced Operators will be grandfathered at the current Advanced Operator rate for the term of the Collective Agreement. If the employee does not meet the criteria outlined below at the identified expiry of the Collective Agreement (March 31, 2024) then the employee will be reclassified as an Operator.
7. There will be four (4) new classifications established for forklift positions:
 - a. Forklift Operator Level 4 – paid at advanced operator rate
 - b. Forklift Operator Level 3 – paid at operator rate
 - c. Forklift Operator Level 2 – paid at senior production rate
 - d. Forklift Operator Level 1 – paid at Labourer top rate
8. Employees who primarily operate the forklift and who are currently classified as Advanced Operators will be reclassified as Forklift Operator Level 4.
9. Employees reclassified as Forklift Operators will still have the opportunity to be trained on other job processes so they can qualify for the Advanced Operator premium.
10. Forklift Operators may be assigned additional tasks beyond operation of the forklift as required.

At the renewal of the next Collective Agreement the Parties can agree to adopt the Letter of Understanding into the Collective Agreement or the Letter of Understanding will be deleted.

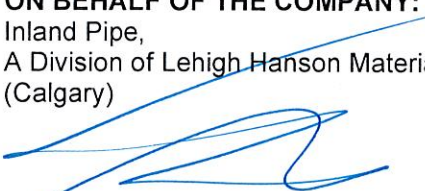
LETTER OF UNDERSTANDING # 4 Continued

	Advanced Operator	Operator	Senior Production
Must be competent in all areas	VUP CAP	VUP CAP Texsam Prebench	Texsam Forklift Cage Production (Not MBK)
And/or	2 of 4 below: OMAG Kastmaster Bidi Forklift (load trucks)	3 of 7 below: Prebench Frogmill MBK OMAG KM Bidi Forklift/Load Trucks	1 of 4 below: VUP CAP Welding Fitting

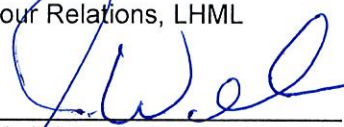
SIGNED THIS 13th DAY OF December, 2021

ON BEHALF OF THE COMPANY:

Inland Pipe,
A Division of Lehigh Hanson Materials Limited
(Calgary)



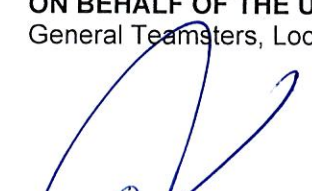
Stephen Abrahams
Labour Relations, LHML



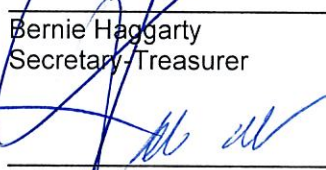
Jamie Wellenstein
Plant Superintendent

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Bernie Haggarty
Secretary-Treasurer



John Worden
Business Agent