

AGREEMENT MADE THIS 11th DAY OF JANUARY, 2023

BETWEEN:

**HEIDELBERG MATERIALS CANADA LIMITED
CONCRETE EDMONTON**

Edmonton, AB
(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,

January 1, 2023 – December 31, 2026

TABLE OF CONTENTS

PREAMBLE AND OBJECTIVE	1
BARGAINING AGENCY	1
UNION SECURITY	1
Check-off Initiations	1
PROBATIONARY PERIOD	2
HOURS OF WORK	2
CLASSIFICATION AND RATES OF PAY	4
ANNUAL VACATIONS	4
HOLIDAYS	5
SHOP STEWARDS	6
PAYMENT CONDITIONS	6
SENIORITY	7
Leave of Absence	7
MANAGEMENT	8
GENERAL	8
Renewing licenses or tickets	9
Call-out or call-back	9
Witness attendance	9
Funeral leave	10
Written reprimand	10
Safety boots	10
Safety vests	10
TRAVEL ALLOWANCE	10
WORK IN OTHER JURISDICTIONS	11
HEALTH AND WELFARE, OR SEPARATE AGREEMENTS	11
GRIEVANCE PROCEDURE	13
PICKET LINES	14
AMENDMENTS AND TERMINATION	14

TABLE OF CONTENTS, continued

APPENDIX "A"	15
Wage Rates	15
Pension Contributions	15
APPENDIX "B"	16
Pension Plan - Teamsters Prairie Provinces Pension Plan	16
LETTER OF UNDERSTANDING #1	17
Advancement Fund	17

WITNESSETH that the Parties hereto agree as follows:

ARTICLE NO. 1 - PREAMBLE AND OBJECTIVE

- 1.1 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.
- 1.2 During the duration of the Agreement, the employees shall not engage in any strike, work stoppage, work slowdown, or any action by the employees or Union to persuade or cause the Employer through hardship to change or amend the conditions of employment.
- 1.3 Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, in the provisions of the Agreement, shall be considered to apply to all genders of employees equally. Furthermore the term "employees" or "employee" where herein used shall mean any workers or worker covered by this Agreement.

ARTICLE NO. 2 - BARGAINING AGENCY

- 2.1 The Union is recognized by the Company as the sole bargaining agent for its employees within the classifications hereinafter set forth in Appendix A, 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, as specified under the Alberta Labour Relations Board Certificate No. 53-2017
- 2.2 The provisions of Appendices A and B attached shall be deemed to be contained in and form part of this Agreement.

ARTICLE NO. 3. - UNION SECURITY

- 3.1 It is agreed that as a condition of employment, each employee shall become, and remain, a member in good standing of the Union within seven (7) calendar days.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

- a) The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Company agrees that when it hires new Employees, the Company shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.
- b) The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Company shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "check-off List" is the updated Union's Pre-Billing statement as indicated below.

The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code and date of hire.

The Monthly Check-off List will reference;

- New Members: listed in alphabetical order with current address, postal code and date of hire;
- Terminations or resignations: must be clearly identified with current address, postal code, and date of termination or resignation;

If an Employee works anytime during a month the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

- 3.2 The Company may hire Mixer Trucks. After a period of ten (10) days, the drivers of such Mixer Trucks shall become members of the Teamsters Union, and operate under the terms of this Agreement.
- 3.3 When hiring new employees, the Company will give the Union first opportunity of referral.

ARTICLE NO. 4 - PROBATIONARY PERIOD

- 4.1 All newly hired employees for employment shall be probationary employees for the first one hundred and twenty (120) calendar days from date of hire.
- 4.2 There shall be no responsibility on the part of the Company with respect to employment of probationary employees should they be laid off or discharged during the probationary period.

ARTICLE NO. 5 - HOURS OF WORK

- 5.1 The regular hours of work for all employees shall be:
- Daily maximum -
Monday through Friday, eight (8) hours per day
 - Weekly maximum -
Monday through Friday, forty (40) hours per week.
- 5.2 Overtime - All hours worked in excess of the daily maximum will be overtime and paid for as follows:
- 5.3 Monday through Friday - over eight (8) hours per day, and up to twelve (12) hours per day, one and one-half (1 ½) times the regular rates of pay. Over twelve (12) hours per day, two times (2x) the regular rate of pay for all hours worked.
- 5.4 Saturday – time and a half (1 ½) times the regular rate of pay for all hours worked. Over ten (10) hours per day, two times (2X) the regular rate of pay for all hours worked.
- 5.5 Sundays and General Holidays - two (2) times the regular rates of pay for all hours worked.

- 5.6 Whenever reasonably possible, daily call-out will be scheduled so that senior employees are given preference for the earlier starting time. For the purpose of this clause, seniority refers to an employee's seniority relative only to the other employees assigned to the same Plant.

The Company recognizes that its employees place a high priority on seniority, and the Company will diligently attempt to apply this concept to the daily call-out schedule when this can reasonably be done.

Where possible, the Company shall assign all equipment. Any new equipment shall be assigned by seniority, reviewing efficiency of the operator, competency provided the employee is capable of doing the job, on-going vehicle care, driving record. Seniority will only be considered when all above is equal.

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 customers. The Union further recognizes that the Company has the sole right to determine when other factors should take precedence over seniority when preparing the call-in schedule.

There will be a sixty (60) minute maximum call in difference within a plant and then between all plants.

The Company will not send home a senior employee with less than eight (8) hours work, weather permitting, while a junior employee on the same shift continues to work, provided that a changeover in equipment can be reasonably be made. However, the senior driver will be offered priority on washout times while maintaining operational efficiencies.

The Company will not send home a regular employee while a part-time employee continues to work, provided a changeover in equipment can reasonably be made.

- 5.7 **Lunch Period** - If the employee is required to work more than twelve (12) hours in any shift, the employee will be paid fifteen dollars (\$15.00) as a meal allowance, which shall be included on the regular pay deposit.

- 5.8 **Rest Period** - Effective October 31, 2021 the Company recognizes the need for a fifteen (15) minute break interval for employees during the first and second half of a shift to be taken on Company premises where possible. In order to assist with managing these breaks Dispatch will ensure that assigned breaks are communicated clearly with the employees. The employee is required to report to dispatch when available.

Customer requirements, weather and unforeseen circumstances can occur causing scheduling disruptions. During these circumstances the Company has the right to schedule one (1) break in any portion of the first half of a shift.

In the event of a first break being missed due to scheduling both breaks may be awarded during the second part of the shift.

In the event of a missed break the employee will be paid fifteen (15) minutes per occurrence of a missed break at the end of their shift by being added to their pay at the applicable rate of pay when the break was missed.

In the occurrence of volunteering to go home or being paid for a minimum of four (4) hours or less does not constitute a break.

Any discrepancies to a missed break must be reported to a Supervisor as soon as possible to allow for follow-up. Adjustments to missed breaks are completed by admin generally within 1 – 3 days.

- 5.9 Employees instructed to report for duty shall be booked in immediately on so reporting, and shall be paid for a minimum of four (4) hours pay if the employee commences work, or two (2) hours pay at the employee's applicable rate of pay, if the employee is unable to commence work.
- 5.10 Employees who are instructed to report for duty (name posted on the call-in sheets), and then subsequently cancelled due to unforeseen circumstances, shall be paid one (1) hour pay provided they are not recalled to report within three (3) hours of their posted starting time. In order to remain eligible for the one (1) hour pay, employees must keep themselves available for two (2) hours from their scheduled starting time, in the event of a re-call requirement. If recalled within the three (3) hours, employees will be paid from their original start time. There will be a one (1) hour lead time for the cancellation of a starting time.

ARTICLE NO. 6 - CLASSIFICATION AND RATES OF PAY

- 6.1 The minimum rates of pay, and classifications of employment, for all employees covered by this Agreement, shall be as listed in Appendix A, hereunto annexed and forming part of this Agreement.
- 6.2 Effective January 1, 2012, a differential of one dollar and seventy-five cents (\$1.75) per hour higher than the employee's regular day shift rate shall be paid to all employees working on shifts starting between 12:00 noon and 5:00 a.m.
- 6.3 There shall be an nine (9) hour rest break between the end of one shift and the beginning of the next shift. When employees are booked back to work prior to the completion of the nine (9) hour rest period, they shall be paid at the rate of pay in effect on the last hour worked on the previous shift. This rate of pay shall continue until an nine (9) hour rest period has been completed.

ARTICLE NO. 7 - ANNUAL VACATIONS

- 7.1 Commencing with calendar year 1974, the years of service for the purpose of vacation policy shall be established as follows:
1. Each of the first five (5) consecutive years during which an employee works for the Company, regardless of the number of hours worked, shall be considered a year of service with that Company.
- 7.2 During the second (2nd) to fourth (4th) years inclusive of service, an employee shall be entitled to two (2) weeks vacation.
- 7.3 During the fifth (5th) to eleventh (11th) years inclusive of service, an employee shall be entitled to three (3) weeks vacation.
- 7.4 During the twelfth (12th) to nineteenth (19th) years inclusive of service, an employee shall be entitled to four (4) weeks vacation.
- 7.5 During the twentieth (20th) and subsequent years of service, an employee shall be entitled to five (5) weeks vacation.

7.6 **Vacation Pay** - shall be paid on each pay deposit for vacation accrued in the previous pay period. Amounts are calculated using the percentage for gross earnings during the period.

Effective date of ratification:

1. For the first (1st) to fifth (5th) years inclusive of service, vacation pay shall be four percent (4%) of all hours worked, based on the employee's gross earnings during the year in which he qualified for such vacation.
2. For the sixth (6th) to eleventh (11th) years inclusive of service, vacation pay shall be six percent (6%) of all hours worked, based on the employee's gross earnings during the year in which he qualified for such vacation.
3. For the twelfth (12th) to nineteenth (19th) years inclusive of service, vacation pay shall be eight percent (8%) of all hours worked, based on the employee's gross earnings during the year in which he qualified for such vacation.
4. For the twentieth (20th) and subsequent years of service, vacation pay shall be ten percent (10%) of all hours worked, based on the employee's gross earnings during the year in which he qualified for such vacation.

7.7 The Company may stagger vacations in order to maintain continuity and efficiency in its operations. Preference shall be given to senior employees as to choice of vacation time.

7.8 A vacation planning schedule will be posted on January 1st of each year. Employees will have until April 1st in which to select vacation for the year. The Company has the right to limit the number going on vacation, at one time, to ten percent (10%). Should more than ten percent (10%) employees elect the same block of vacation, priority shall be given to the senior employee. After April 1st, vacation requests will be deemed set and not subject to further adjustments. Vacation scheduling will be done on a weekly basis, rather than on a daily basis, wherever practical to ensure minimal disruption to operations.

ARTICLE NO. 8 - HOLIDAYS

8.1 The eleven (11) paid holidays shall be:

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

Employees shall be paid in accordance with the Alberta Employment Standards Code. If any Provincial regulated Holiday is added then a non-regulated holiday will not be paid, but available as a day off. The General Holidays will not be reduced to less than the current annual amount of eleven (11) days.

This provision shall not apply however:

1. where the employee has been absent from duty for other than proven sickness and/or Company authorization on the day before and/or the day after the holiday, or

8.2 Employees will not be required to work on Labour Day and Remembrance Day. Employees may elect to work on Labour Day and Remembrance Day by signing up voluntarily. Employees working opportunities in other locations may be required to complete paid travel on Labour Day and may elect to do so.

Senior employees will not be required to work on statutory holidays. Senior employees may elect to sign up voluntarily for work on these days. Junior employees may be forced to work on all statutory holidays, except Labour Day and Remembrance Day, as required.

8.3 Where a Statutory Holiday falls on Saturday or Sunday, then either the immediately previous or following regular work day shall be observed as the Statutory Holiday.

ARTICLE NO. 9 - SHOP STEWARDS

9.1 There may be elected by the employees, such number of Shop Stewards as the Union may determine who shall perform such functions as the Union may assign them, provided the duties of the Shop Stewards shall not conflict with their regular employment and duties with the Company. The Company shall not discriminate against the Shop Stewards.

9.2 The Union and its representatives shall not interfere with any employee or group of employees during working hours without the consent of the proper official of the Company.

9.3 When discussions take place with employees that are of a disciplinary nature, upon request, the employee shall have the option of having a Shop Steward or other Union Member present. Failure to abide by the above will result in any discipline resulting from said discussions or investigations null and void.

9.4 The Company and the Union will cost share eight (8) hours per day to each shop steward attending the negotiations

9.5 The Company and the Union will meet three (3) times annually as a part of the ongoing Union / Management relationship. The Company will schedule the date and time with the Union on a quarterly basis. For the maximum of two (2) Union stewards will be paid straight time hours for attending the three (3) annual meetings and the Company will maintain discretion to extend the meeting beyond two (2) hours in length. Special meeting requests will be reviewed and scheduled as necessary.

ARTICLE NO. 10 - PAYMENT CONDITIONS

10.1 All employees covered by this Agreement shall be paid by Direct Deposit, at least once every second week. The Company will make every effort to complete payment pay by Friday morning at 00.01 hours of the pay week. With regard to Statutory Holidays, if the Holiday falls on a Monday of the pay week the pay day will still be Friday. If the Holidays falls on a Friday pay day, the pay day will be made on Thursday. The Company shall provide every employee covered by this Agreement with a separate and detachable itemized statement complete in all details in respect to wage payments made to such employee.

10.2 Not more than five (5) days pay may be held back, making the pay period cut-off the Sunday prior to payday.

ARTICLE NO. 11 - SENIORITY

- 11.1 Seniority shall be based on the length of service an employee has been on the payroll of the Company in the branch area operation, subject to Section 11.3 of this Article. This clause does not apply to employees gainfully employed at another regular job or while they are on vacation.
- 11.2 An employee shall lose all seniority rights, and his employment will 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,
 - 4. a layoff of twelve (12) months or more,
- 11.3 Seniority shall prevail in the event of layoffs, with the junior employee being laid off first.

The Company agrees to re-hire laid off employees on a seniority basis, commencing with the last employee laid off. When recalling any employee to work after being laid off, the employee shall be notified by mail, with a copy to the Union, directed to the employee's last know address on file with the Company, and such employee will be allowed seven (7) days to report to work.
- 11.4 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every four (4) months. Any errors shall be reported to the Shop Steward for correction, within thirty (30) days after posting of such list.
- 11.5 Leaves of Absence will be given out at the discretion of the Company in order of seniority, and will only be granted at the written request of the driver. The number of Leaves of Absence will be based on business need and/or work load. Any request for a Leave of Absence must be made between November 1st and December 31st. The start date and end date of the Leave of Absence must be clearly defined and will not be altered once approved by the Company. The time frame to take a Leave of Absence is from November 1st and March 31st and cannot exceed one hundred and fifty (150) days. If a driver on a Leave of Absence wants to return to work prior to the approved end date, that driver will be put at the end of the seniority list until the Leave of Absence expires. All leaves must commence on the first (1st) day of the Month and end on the last day of the month.
- 11.6 Any employee who has been employed by the Company for a minimum of thirty (30) calendar days, and is working less than twenty-eight (28) hours per week, between November 1st and March 31st, will be granted upon request, a layoff, and such request will not be refused by the Company providing the layoff is during the period between November 1st and March 31st.
- 11.7 The Company will grant to any employee who is a Union official, Leave of Absence without pay, for the purpose of attending Union conventions or Union business, for such period of time as may be reasonable in the circumstance, provided that such employee gives seven (7) days notice of the desire for Leave of Absence, and that in the judgment of the Company such leave will not interfere with the efficient operation of the Company's work in the department in which the employee works.

- 11.8 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, seniority may be retained for a maximum of one hundred and twenty (120) days within the former unit. At the end of this period of one hundred and twenty (120) days, the employee must exercise seniority rights by returning to the former unit, or relinquish all such seniority rights.

Should the employee return or be returned to the bargaining unit for any reason, the employee must remain within the unit for a minimum period of one hundred and twenty (120) days prior to exercising that privilege again.

If an employee returns to work before his Leave of Absence has expired, he will remain at the bottom of the seniority list, until such time as his Leave of Absence is expired.

- 11.9 When an employee within the bargaining unit covered by this Agreement, receives Leave of Absence to take a position within the Union, which is beyond the sphere of the bargaining unit, seniority may be retained for a maximum of one (1) year within the former unit. At the end of this period of one (1) year, the employee must exercise seniority rights by returning to the former unit, or relinquish all such seniority rights.

ARTICLE NO. 12 - MANAGEMENT

- 12.1 The Union recognizes the right of the Company to manage and direct the Company's business in all respects, in accordance with its commitments, and to alter from time to time the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the Agreement.
- 12.2 It is also agreed that employees shall only be disciplined, demoted, or discharged, for proper cause, and all discharged employees shall have the reasons for their termination in writing.

ARTICLE NO. 13 - GENERAL

- 13.1 The Company shall not require an employee to drive any vehicle not equipped with the safety appliances required by law, or any vehicle not in a safe operating condition; but this clause will not affect the immunities of the Company under the Occupational Health and Safety Act.
- 13.2 The Company agrees to have a voice recording with shift starting times, not later than 6:00 p.m. Monday through Friday, and not later than 5:00 p.m. on Saturday. Shift starting times will be posted at all operating plants by the following morning.

The recording will be available not later than by 7:00 pm Monday thru Thursday with 6:00 pm on Friday and not later than 5:00 pm on Saturday from April 1st to October 31st and will utilize current times in language from November 1st to March 31st.

- 13.3 (i) Any Company-requested physical or medical examination shall be promptly complied with by all employees, provided however that the Company has just and appropriate reason, and that the Company shall pay for all such physical or medical examinations, and for any time lost as a result thereof during the employee's regular working hours.
- (ii) 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.

- 13.4 Employees who are required to take time off, for the purpose of driving or other tests for obtaining or renewing licenses or tickets, may do so only at Company convenience, and after providing seven (7) days notice to the Company.

In this instance, the Company shall provide, when necessary, equipment appropriate to the test to be taken, and will pay for time lost at regular rates of pay.

The Company will reimburse employees for the cost of a Class 1 medical and/or license renewal, up to a maximum of one hundred and seventy dollars (\$170.00) for all drivers who have actively operated a trailer unit in the prior calendar year when worked one thousand (1000) hours in the previous year effective January 1, 2022.

Drivers with more than six (6) demerit points on their driver's license that have not completed a PDIC course must do so at their own Expense.

- 13.5 The Company must inform all superintendents, dispatchers and foremen to abide by the rules of this Agreement.

- 13.6 At no time will a Supervisor take an hourly classified employee's position.

- 13.7 The Company agrees to maintain clean, sanitary washrooms, toilet facilities, and lunchrooms at all plants.

- 13.8
1. Daily call-out or call-back, Monday through Sunday, will be on a seniority basis with the senior employees given first preference.
 2. In the event of call-out other than on the posted call-in sheet, the Company shall be deemed to have fulfilled its obligation with the completion of two (2) unanswered telephone calls to the employee's telephone number(s) provided by the employee to the Company. The employee is responsible to update current telephone information. If the employee has two (2) listed numbers, a primary and secondary number must be identified and the Company may call each number one (1) time for a total of two (2) calls.
 3. Any deviation from the call-out on a seniority basis will be mutually agreed upon to the satisfaction of the Union and the Company.

- 13.9 At no time, will an employee not covered by this Agreement take an hourly classified employee's position, except if Company drivers are unavailable.

- 13.10 Truck drivers shall not leave their mixer trucks, and do other duties, while the truck is in operation.

- 13.11 Any regular full-time employee who attends court to give evidence as a witness on behalf of the Company, will be reimbursed by the Company for the difference between the pay received for witness attendance and the employee's regular straight time hourly rate of pay for the employee's regularly scheduled hours of work. This clause will have no application for an employee on Leave of Absence, or when receiving benefits under the Health and Welfare program, annual vacation, Workers' Compensation, or as otherwise covered in this Agreement.

- 13.12 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, providing the employee has been employed by the Company for a minimum of thirty (30) calendar days. An employee shall be compensated for the hours lost from his regular schedule, Monday through Saturday, on the day prior to the funeral, the day of the funeral, and the day after the funeral. Saturdays shall be paid only if the employee is scheduled to work Saturday, as listed on the call-in sheet.

Maximum compensation shall be eight (8) hours per day for three (3) days.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, grandmother-in-law, grandfather-in-law, step-sons and step-daughters.

- 13.13 An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union in a timely manner. Such written reprimand or warning letter shall become a permanent part of the employee's work history. All discipline based on performance and safety issues will compound for the purposes of progressive discipline. Initial discipline may be determined by the seriousness of the discipline being contemplated. Subject to the above, written reprimands or warnings remaining on their file for a period of twenty-four (24) months.
- 13.14 As a general statement of Agreement policy, there shall be no pyramiding of premiums paid to compensate employees, unless specifically stated within this Agreement.

- 13.15 a) Where the Company requires employees to wear C.S.A. certified safety boots and/or clothing with reflective striping, the Company will pay each employee five hundred dollars (\$500.00) per year, pro-rated by the number of months or part thereof the employee worked in the prior calendar. Effective January 1, 2022, employees must have worked one-thousand (1000) hours in the previous calendar year to be eligible to receive the five-hundred dollar (\$500.00) payment towards the purchase of safety boots and safety clothing. Employees will become eligible after one (1) year of service.

Payment will be made during the second pay period of January, or second pay period after recall or after one (1) year of service.

- b) The Company will reimburse each employee up to one hundred and fifty dollars (\$150.00) every two (2) calendar years for prescription safety glasses for employees who require them.

- 13.16 When an employee calls in sick or absent for other reasons, it is their responsibility by 1:00 pm (one) that same day to let their supervisor know if they will be available for work the following day. Without notification they will not be scheduled for the following work-day. In cases of repeated absences or lates, multiple date absences or patterns of absenteeism, the Company may request a Dr's note or suitable documentation to review the reasons for the identified events. The Employee will be responsible for providing the requested documentation.

ARTICLE NO. 14 - TRAVEL ALLOWANCE

- 14.1 In the event the Company instructs an employee to travel to a project or job that is situated in excess of eight (8) kilometers beyond the corporate limits of the city, the Company will pay a travel allowance, to those employees who are required to furnish their own transportation, in the amount of fifty-four cents (54¢) per kilometer travelled beyond the corporate limits of the city. The Company will pay all costs of board and room, to all employees instructed to work on away from home projects.

ARTICLE NO. 15 - WORK IN OTHER JURISDICTIONS

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

ARTICLE NO. 16 - HEALTH AND WELFARE, OR SEPARATE AGREEMENTS

Eliminate Sun Life Plan Effective January 31st, 2023 – Move to Teamsters Enhanced Plan

- i) Effective February 1st, 2023 the Company shall provide the Prairie Teamsters Health and Welfare Enhanced Plan to all members of the Union, and eligible dependents coming under jurisdiction of this agreement.
- ii) 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.
- iii) Any regular Employee or Member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following thirty (30) calendar days from the date of employment with the Company. Contributions shall begin as of this date and the Employee will be able to access benefits as of the first of the month in the month following. In addition, Employees will have access to full coverage under the benefit plan for one (1) month following the date of layoff.
- iv) It will be the responsibility of the Company to ensure that all eligible Employees have received the documentation for 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.
- v) 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 claim forms completed by the Employees to the Plan Administrator.
- vi) 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.
- vii) 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 sixty-one dollars and eighty-five cents (\$361.85) per month per eligible Employee for the Prairie Teamsters Health and Welfare Plan. Rates for employees older than sixty-four (64) will be three hundred and sixty-one dollars and eighty-five cents (\$361.85) per month. The Layoff rate will be two-hundred and thirty-one dollars and seventy-four cents (\$231.74) dollars per month. All employee's paid optional premiums will be deducted from the first pay of each month and remitted with the Company portion to the PTH&WP. The Union will provide a written statement for each month that deductions are required with the amount per employee.

- viii) 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 this layoff. This provision does not provide for the continuation of the Weekly Income, Long Term Disability or Dental Plan. Employees who elect 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.
- ix) 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.

16.1 When an employee goes off work ill, or on Compensation, the Company shall continue to pay Health and Welfare fees and Union dues, so that the employee shall be protected to the utmost provided:

- the employee reimburses the Company for such contributions normally paid by said employee, and is at no time more than five (5) months in arrears, and

- the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two (2) Parties.

An Employee in this circumstance will be required to obtain a withdrawal card from the Union.

When a grievance is invoked on the employee's discharge, the employee may elect to pay the full premium for benefits to be available to the employee. Effective January 1, 2023.

In the event of any employee grievance being rejected, all monies paid by the Company under this Article, including the total premium, shall be paid to the Company by the employee.

When an employee returns to work, the Company shall deduct from that employee's earnings, any monies the Company has paid out in respect of contributions.

In the event an employee does not return to work, and the employee refuses or neglects on demand at his last known address, to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount. When the employee has not paid the owed arrears then the Company provide the employee and the Union with a written notice of amount due. The employee will be provided thirty (30) days to pay the amounts. When not paid the Union will be required to pay the Company within forty-five (45) days of the original notice.

ARTICLE NO. 17 - GRIEVANCE PROCEDURE

17.1 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.

17.2 **Step 1** - Any grievance of an employee shall first be taken up between such employee and the Supervisor, however the employee may attend with a Shop Steward.

Time limit to institute a grievance:

- | | | |
|----|-----------------------|--------------------|
| a) | termination or layoff | five (5) days |
| b) | all others | fourteen (14) days |

17.3 **Step 2** - Failing settlement under Step 1, such grievance and any question, dispute, or controversy, that is not of the kind that is subject to Step 1, shall be reduced to writing, and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company, within thirty (30) days of the occurrence of the grievance.

17.4 **Step 3** - Failing settlement under Step 2, the matter will be taken up in presentation to a Board consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by the President of the Company. The initial presentation to the Board shall take place within fourteen (14) days of failure to settle under Step 2.

17.5 **Step 4** - Failing settlement under Step 3, the matter will be referred to an agreed upon neutral Arbitrator who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

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

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

17.6 If either the Company or the Union desires to submit a grievance against the other, it will do so in writing.

Notice of the grievance shall be mailed within fourteen (14) days of the occurrence of the event upon which the grievance is based. The notice of grievance shall state the specific nature of the occurrence giving rise to the grievance, the section or sections of the Agreement claimed to have been violated, and the relief sought. The Union and the Company shall meet within five (5) days of receipt of notice of the grievance. If no satisfactory solution is reached at this meeting, then the grievance may be referred as hereinbefore provided.

17.7 The right of the Union to submit a grievance shall be limited to those circumstances that cannot properly be handled by a specific employee or group of employees.

ARTICLE NO. 18 - PICKET LINES

18.1 It shall not be a violation of the Agreement, or cause for discharge of any employee, in the performance of his duties to refuse to cross a legal picket line.


ARTICLE NO. 19 - AMENDMENTS AND TERMINATION

19.1 This collective Agreement shall be in force from the first (1st) day of January 2023 to the thirty-first (31st) day of December 2026, and thereafter from year to year unless either Party, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the aforementioned expiry date, by notice in writing, requires the other Party to commence collective bargaining. In such event, the provisions of this Agreement continue until either Party commences a lawful strike or lock-out.


SIGNED THIS 20th DAY OF April, 2023


ON BEHALF OF THE COMPANY:
Heidelberg Materials Canada Limited
Edmonton, Alberta


Stephen Abrahams
Director Labour Relations


Jim Eisenkrein
Area General Manager
Edmonton Concrete

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


Gary Hulowski
Business Agent


Shaun Quaghebeur
Business Agent

APPENDIX "A"

Classifications and Wage Rates Per Hour

All active roll employees as of April 1, 2023 will be paid a 1-time lump sum of 1.5% wages earned in 2022. The monies will be paid in a non-pay deposit Friday as a separate payment after April 15, 2023. Employees that return to work after April 1, 2023 will be paid within 28 days of return on a non-pay deposit Friday.

1.	MIXER TRUCKS	CURRENT		JANUARY 1, 2023		JANUARY 1, 2024	
		BASIC	PENSION	BASIC	PENSION	BASIC	PENSION
1.1	Trailer Mixer Units	\$34.15	\$5.00	\$34.15	\$5.00	\$34.83	\$5.00
1.2	Five Axle Units	\$33.90	\$5.00	\$33.90	\$5.00	\$34.58	\$5.00
1.3	Four Axle Units	\$33.70	\$5.00	\$33.70	\$5.00	\$34.37	\$5.00

1.	MIXER TRUCKS	JANUARY 1, 2025		JANUARY 1, 2026	
		BASIC	PENSION	BASIC	PENSION
1.1	Trailer Mixer Units	\$35.53	\$5.00	\$36.60	\$5.00
1.2	Five Axle Units	\$35.27	\$5.00	\$36.33	\$5.00
1.3	Four Axle Units	\$35.06	\$5.00	\$36.11	\$5.00

TRAINERS - Drivers who assist in training new employees shall be paid a premium of eight dollars (\$8.00) per hour for those hours so worked.

TRAINEES - During training period, until unit is turned over to trainee for unassisted operation, trainees shall be paid eight dollars (\$8.00) per hour less than their classification.

DRIVER SUPPORT

- Loading trucks assigned to other drivers so as to allow them to take rest periods and lunch breaks
- Taking over other drivers' trucks upon their return to the yard during each shift and completing the washout duties on those trucks.
- Truck Shuttle
- Washing Trucks
- Other duties as assigned

In order to maximize efficiency in these matters, this shift may be adjusted based on driver seniority and the work the period may be adjusted with a later start time. These hours are subject to change due to operational requirements, and the employee will receive daily instruction from the supervisor and management on the expectations of each shift.

Employees that are placed in this position based on accommodations may be assigned out of line of seniority to junior employees. The need for a class one driver may also impact the assignment. The position will be paid at the classification for which they are listed.

APPENDIX "B"

PENSION PLAN – TEAMSTERS PRAIRIE PROVINCES PENSION PLAN

Effective date of ratification all employees covered within this Collective Bargaining Agreement will participate in the Teamsters Prairie Provinces Pension. Contributions are as follows:

1. Effective October 31, 2021 the Company will contribute for each employee, five dollars (\$5.00) per hour worked.
2. New Hires will be eligible to participate after twenty-four (24) months of employment.
3. Contributions and remittances referred to in a) above, shall be remitted monthly by the 15th of the following month to which they refer, together with a form supplied by the Union, which shall provide full instructions.
4. Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Funds shall be dealt with as follows:
 - a) The Union will advise the Company, in writing, of any delinquency.
 - b) If the Company has failed to respond within forty-eight hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Union may then request a meeting with the Company to provide for payment of funds.
 - c) In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

LETTER OF UNDERSTANDING #1

BETWEEN: HEIDELBERG MATERIALS CANADA LIMITED, CONCRETE EDMONTON
Edmonton, 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

RE: TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry Advancement Fund is a fund for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company will deduct from each employee's pay, five cents (5¢) per straight time hour worked, and will remit the amount monthly to the Local Union as employee contributions to the Union/Industry Advancement Fund.

Payment of said funds shall be by the fifteenth (15th) of the following month.

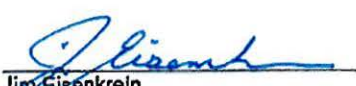
This payment will be independent and separate from any other payment made to the appropriate Local Union.

SIGNED THIS 20th DAY OF April, 2023

ON BEHALF OF THE COMPANY:
Heidelberg Materials Canada Limited
Edmonton, Alberta



Stephen Abrahams
Director Labour Relations

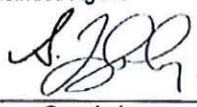


Jim Eisenkrein
Area General Manager
Edmonton Concrete

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



Gary Hulewski
Business Agent



Shaun Quaghebeur
Business Agent