

THIS AGREEMENT ENTERED INTO THIS 27th DAY OF APRIL, 2023

BETWEEN:

**HEIDELBERG MATERIALS CANADA LIMITED
CONCRETE CALGARY**
(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.

APRIL 1, 2023 – MARCH 31, 2026

TABLE OF CONTENTS

PREAMBLE	1
BARGAINING AGENCY	1
UNION SECURITY	1
HOURS OF WORK	2
Overtime	2
Rest Break	2
Call-out Guarantee	2
Meal Allowance	3
Rest Period	3
Driver Availability Log	3
CLASSIFICATIONS AND RATES OF PAY	3
Differential	4
Drivers-In-Training	4
ANNUAL VACATIONS	4
GENERAL HOLIDAYS	5
SHOP STEWARDS	6
PAYMENT CONDITIONS	6
SENIORITY	7
Leave of Absence	8
Promotion	9
MANAGEMENT RIGHTS	9
ADJUSTMENT OF GRIEVANCES	10
GENERAL	10
Physical Examination	10
Safety Committee	11
Written Reprimand	11
Jury Duty	12
Hearing Protection	12
Bereavement Leave	12
Revocation of Drivers' License	12
Safety Allowance	12
AMENDMENTS AND TERMINATIONS	13

TABLE OF CONTENTS, cont'd...

APPENDIX "A"	14
Health & Welfare	14
APPENDIX "B"	16
Teamster Prairie Provinces Pension Plan.....	16
LETTER OF UNDERSTANDING #1	17
Winter Staffing & Scheduling	17
LETTER OF UNDERSTANDING #2	18
Drug/Controlled Substance Testing	18
LETTER OF UNDERSTANDING #3	19
Advancement Fund	19
LETTER OF UNDERSTANDING #4	20
Part-Time Employees	20

WITNESSETH that the Parties agree as follows:

PREAMBLE

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

ARTICLE NO. 1 - BARGAINING AGENCY

- 1.01 The Union is recognized by the Company as the sole bargaining agent for its employees within the classifications hereinafter set forth as per Certification 193-2010, or from time to time added hereto, it being intended that the Union represent all employees of the Company within the jurisdiction of the Teamsters Union. The Company shall not hereinafter be obligated to deal with its employees individually or in groups as to matters within the purview of this Agreement, but shall deal only with the duly authorized representative of the Union.
- 1.02 The term "employee" or "employees" when herein used, shall mean any worker or workers covered by this Agreement.

ARTICLE NO. 2 - UNION SECURITY

- 2.01 All employees who are presently employed by the Employer as a condition of employment must obtain and/or maintain their Union Membership in good standing.

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.

The Employer agrees that when it hires new employees, the Employer 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.

The Employer 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 Employer 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 Employer 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 any;

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

- Any current address change to be updated as well as name changes (i.e. marriage).
- If an employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the local union. Probationary employees included.

2.02 All new employees will be considered probationary employees for one hundred twenty (120) days after hiring. During such probationary period, employees may be discharged, disciplined, or laid off, and the Company has no obligation to rehire such employees.

2.03 The Union will supply the Company with application forms for Union membership and dues deduction, which shall be signed by all new employees on the day on which the new employee is hired. All completed copies of the application for membership forms shall be returned to the Union, and shall serve as notification of commencement of employment.

ARTICLE NO. 3 - HOURS OF WORK

3.01 The hours of work for all employees shall be:

Daily maximum, Monday through Friday inclusive, eight (8) hours max per day and/or forty (40) regular hours in a week.

3.02 **Overtime** - All hours worked in excess of the daily maximum will be overtime and paid for as follows:

- Monday through Friday** – For all hours worked over eight (8) hours per day, one and one-half (1 ½) times the regular rate of pay.
- Saturday** - For all hours worked beyond forty (40) straight time hours in the week, one and one-half (1 ½) times the regular rate of pay.

For clarity, Employees who do not have forty (40) regular hours by end of day Friday due to requested time off (e.g. OBR, vacation or sick, etc.) during the week Monday to Friday, will be paid straight time rates on Saturday until they reach forty (40) regular hours for the week.

Employees who are available and ready to work who do not have forty (40) regular hours by end of day Friday who work on Saturday, will be paid at the rate of one and one-half (1 ½) times the regular rate for all hours worked.

- Sunday and General Holidays** - two (2) times the regular rate of pay for all hours worked.
- Rest Break** - There shall be a mandatory nine (9) hour rest period between the end of one shift and the beginning of the next shift. Employees will be paid from what would have been their seniority start time.

3.03 1. **Call-out Guarantee** - Effective date of ratification, employees instructed to report for duty shall be booked in immediately on reporting, and shall be paid a minimum of five (5) hours if the employee commences work, or two (2) hours if the employee is unable to commence work.

2. The Company agrees that it will not work an employee less than eight (8) hours in the first shift if the Company is required to double-shift on Saturday.

3. It is the responsibility of the employee to maintain an up to date phone number, email address and address with the employer and union at all times. The employee must inform the parties immediately of any change in their contact information. If the Company is unable to contact the employee due to outdated contact information, the Company will not assume any responsibility for costs or inconvenience caused to the employee as a result.

- 3.04 **Meal Allowance** - Effective ratification date, should the Company require a day shift employee to work more than ten (10) consecutive hours in a day, such employee shall be paid a meal allowance of thirteen dollars and fifty cents (\$13.50) which will be paid to the employee on their regular paycheque.
- 3.05 **Rest Period** - The Company agrees to make reasonable quantities of coffee and bottled water available in the drivers' lunchroom, where no city water is available with a filter on the city water tap, and will give a rest period during both the first half and the second half of each shift, but each rest period will be given at the convenience of the Company, on Company premises.
- 3.06 **Washout** – Washout times whenever possible shall be offered so that senior employees are given preference for earlier washout.
- 3.07 **Driver Availability ScheduleCom** – The Driver availability log through ScheduleCom for Saturday work will be completed by five p.m. (5:00 pm) Thursday before scheduled work. In the event of an unforeseeable circumstance effecting the Employees availability, such Employee will be permitted to remove their name from the availability log, up until 12:00pm (noon) Friday. In the event of a forced call-in situation Employees will be permitted to add their name to the availability log up until 11:00am Friday as late volunteers, and will be scheduled prior to force-ins.
- The daily call-out, and official start times will be established on ScheduleCom. The Employer agrees to continue the practice of emailing the full call-out to employees who have made such request.
- For Sunday and General Holiday work that is planned in advance there will be a separate sign up lists for Sunday and General Holidays. For short notice work Employees will be contacted in seniority order to be offered work on Sundays and General Holidays. The list of employees who worked on a Sunday or General Holiday will be posted the following week in the driver's room.
- 3.08 An employee who has completed three (3) years of service with the Company, shall be entitled to request the use of appropriate Company equipment for the purpose of taking a driving test to upgrade or renew their license. Appropriate equipment shall be provided by the Company. Drivers with more than six (6) demerit points on their driver's license that have not completed a PDIC course (at their own expense) or any driver that has an at fault accident in the last twenty-four (24) months will not be eligible.

ARTICLE NO. 4 - CLASSIFICATIONS AND RATES OF PAY

- 4.01 The minimum rates of pay and classifications of employment shall be:

CLASSIFICATIONS	CURRENT	APRIL 1, 2023 4%	OCTOBER 1, 2023 1%	APRIL 1, 2024 1%	APRIL 1, 2025 3%
Four (4) axle units	\$35.65	\$37.08	\$37.45	\$37.82	\$38.96
Five (5) axle units	\$35.91	\$37.35	\$37.72	\$38.10	\$39.24
Six (6) axle tractor/trailer units	\$36.27	\$37.72	\$38.10	\$38.48	\$39.63
Pump Operator	\$39.22	\$40.79	\$41.20	\$41.61	\$42.86

2. The designated driver trainer shall receive eight dollars (\$8.00) per hour higher than their applicable classification rate of pay while engaged in all driver training.
3. Washout personnel will be paid as follows:

Current Rate	April 1, 2023
\$33.90	\$34.00

4. Employees will not be paid a lower rate if assigned unit is temporarily unavailable.

- 4.02 A differential of one dollar (\$1.00) per hour higher shall be paid to all employees working on shifts starting between 3:00 pm and 5:59 pm.

A differential of two dollars (\$2.00) per hour higher shall be paid to all employees working on shifts starting between 6:00 pm and 4:59 am.

During Monday to Friday, (not including General Holidays) any shift that commences between twelve a.m. (12:00 a.m.) and five a.m. (5:00 a.m.) will be on a voluntary basis. In the event there are not enough volunteers available, the Company agrees to give reasonable notice for such pours and will schedule employees in reverse seniority order. Early starts will be given the preference for earlier washout. Not including Saturday, Sunday and General Holidays.

- 4.03 **Drivers-In-Training** - notwithstanding the above minimum rates of pay, an employee whose skill and ability are unknown, or unproven, to the Company shall be paid at a rate of seventy-five percent (75%) of the four (4) axle rate of pay, while being trained. When operating without a trainer, but still within the probationary period the Employee will be paid ninety percent (90%) of the four axle rate of pay. When operating without a trainer, after completing one hundred and twenty (120) days probation, the employee will be offered full time permanent employment and will be paid the full rate of pay. Seniority position will commence as of this date. Effective for New Hires after ratification.

- 4.04 **Pump Operators** – The Company will staff concrete pumps in accordance with the following guidelines:

- i. Employees wishing to operate or help on a concrete pump truck will apply for positions when posted. The number and choice of operators/helpers will be at the Company's sole discretion. Those individuals will be trained in the operation of the pump(s).
- ii. Prior to being designated a pump operator Employees will be required to complete requisite training, as determined by the Company.
- iii. The Company will post all departmental positions by April 30th of each year, and such postings shall be in effect for one (1) year from the date the successful applicants are advised by the Company. Employees who are selected for these positions will hold a departmental seniority date and shall not be bumped or displaced by the other employees exercising their seniority rights under Article No. 9.
- iv. Individuals chosen as pump operators/helpers will be included on the Driver's Seniority List. If they are driving mixer trucks and pumping is required, they will switch to pumping. If they are not driving and pumping is required, they will be called in for pumping ahead of those above them on the Seniority List.
- v. Pump operators/helpers may be required to operate a mixer truck and the pump on the same day. Appropriate rates will be paid for time worked on each unit. The pump rate will apply to all hours or part hours worked on the pump.
- vi. The Company retains the right to purchase pumping services from outside companies and may or may not use their own pump on such occasions.

ARTICLE NO. 5 - ANNUAL VACATIONS

- 5.01 Upon completion of one (1) or more years of service, an employee shall receive two (2) weeks annual vacation.
- 5.02 Upon completion of five (5) or more years of service, an employee shall receive three (3) weeks annual vacation.
- 5.03 Upon completion of twelve (12) or more years of service, an employee shall receive four (4) weeks annual vacation.

5.04 Upon completion of twenty (20) or more years of service, an employee shall receive five (5) weeks annual vacation.

5.05 Vacation pay shall be calculated as follows:

Four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), of gross earnings where the employee is entitled to two (2), three (3), four (4), or five (5) weeks annual vacation.

- 5.06 1. Each year during which an employee works for the Company, regardless of the number of hours worked, shall be considered a year of service with the Company.
2. For the purpose of determining total hours worked in any year, absence by reason of compensable accident or injury, or while on Weekly Indemnity or Long Term Disability, shall be credited as hours worked to a maximum of forty (40) hours per week.

The timing of vacations shall be fixed by the Company, in order to maintain efficient and continuous operation of its business. Not more than ten percent (10%) of the drivers will be on vacation at any one time. Vacations commence on the Sunday of the week requested. Preference of vacation time shall be given to senior employees. An employee may exercise their seniority for selection of vacation period only once in a calendar year. If an employee's vacation selection cannot be granted the employee will be asked to make an alternative selection within twenty-four (24) hours, this process will be done in seniority order.

5.07 Preferred Vacation Schedule lists shall be posted by December 31st of the previous year, and employees shall designate their preferred vacation period on these lists, not later than March 1st of the vacation year. If an employee fails to designate their preferred vacation period on these lists within the prescribed time period, vacation time shall be scheduled at the Company's discretion. The Company shall post the adjusted Vacation Schedule lists by March 30th, and this schedule shall remain posted for the balance of the year.

5.08 Employees will take vacation time in increments of no less than one (1) week.

ARTICLE NO. 6 – GENERAL HOLIDAYS

6.01 The eleven (11) recognized General Holidays shall be:

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

6.02 Employees shall receive eight (8) hours pay at their regular classification rate of pay for the General Holidays listed above. If any Provincial regulated holiday is added then a non-regulated holiday will not be paid, but available as a day off.

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

6.04 No work shall be performed on Labour Day or Remembrance Day, but if any necessity arises and work has to be performed, the employee shall be paid three dollars (\$3.00) above the rate for that day, for each hour worked.

6.05 If an employee has been laid off, and is recalled to work, and works one (1) day in the thirty (30) calendar day period prior to one (1) of the recognized General Holidays in this Agreement, or one (1) day in the thirty (30) calendar day period following such General Holiday, the employee shall be entitled to that General Holiday with pay.

- 6.06 Where a General Holiday falls on a Saturday or Sunday, then either the immediately previous or following regular working day shall be observed as the General Holiday.
- 6.07 If the Federal or Provincial government rescinds any of the General Holidays listed in Article 6.01, the day in question will no longer be considered a General Holiday under this agreement.

ARTICLE NO. 7 - SHOP STEWARDS

- 7.01 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 Steward shall not conflict with their regular employment and duties with the Company. The Company shall not discriminate against them for such lawful Union activities. If an employee is to be formally disciplined, he will have the Shop Steward present, unless declined by the employee.

- 7.02 An employee will be accompanied by a Shop Steward or Business Representative of the Union if there is to be any meeting or discussion which may result in discipline, unless declined by the employee. The Shop Steward will receive a minimum of eight (8) hours pay when required to attend disciplinary meetings at head office in their own vehicles. If the Shop Steward is required to attend meetings at a Company location other than the head office they will suffer no loss of wages or start time for attending such meetings.

When a Shop Steward is required to attend a meeting which may result in discipline the Shop Steward will be provided as much notice as possible as to the nature of the incident giving rise to the meeting.

- 7.03 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.
- 7.04 It shall not be a violation of this Agreement, or cause for discharge, if any employee in the performance of their duties refuses to cross a legal picket line.
- 7.05 During the life of this Agreement, there shall be no lockout by the Company, or any strike, sitdown, slowdown, work stoppage, or suspension of work either complete or partial, for any reason by the Union.
- 7.06 Shop Stewards will be granted a leave of absence when requested by the Union to perform duties on behalf of the Union. The Union will provide the Company with reasonable notice if it requires a Steward for Union business.

The Company will grant a leave of absence to Shop Stewards as members of the Union Negotiating Committee to negotiate a new collective agreement with the Company.

The Company and Union shall cost share eight (8) hours pay per day to each Shop Steward attending the negotiations. The number of Shop Stewards available to attend negotiations will be limited to three (3).

ARTICLE NO. 8 - PAYMENT CONDITIONS

- 8.01 Wages shall be paid at least every second Friday, on the job, prior to quitting time, or by direct deposit.

The Company implemented 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 receives the same information as is required by the agreement.

- 8.02 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 (1 ½) or double (2) time, the rate of wages applicable, and all deductions made from the gross amount of wages.

The Company will show the amount of monies deducted for Union dues in the appropriate box on the employees' T-4 slips.

Any significant error in payroll calculation by the Employer, shall be paid to the employee forthwith upon being brought to the attention of management. Any significant error of more than eight (8) hours pay in payroll calculation by the Employer shall be paid to the employee within five (5) business days upon being brought to the attention of management. Failure by the Employer to correct this payroll error within five (5) business days will result in a penalty of four (4) hours pay each day until error is corrected and paid. In order for the aforementioned penalty to be applied the employee must notify management within one (1) business day after the payroll deposit is made.

- 8.03 Not more than seven (7) days pay may be held back, making the pay period cut-off the Sunday prior to payday.

Once the direct deposit payroll plan is implemented, not more than seven (7) days pay may be held back, making the pay period cut-off the Friday prior to payday.

- 8.04 Vacation shall be paid at the end of each bi-weekly pay period.

- 8.05 a) Truck drivers shall not have to leave their trucks and do other duties, if their truck is in operation, except in case of an emergency.
- b) Truck drivers shall continue to be responsible for maintaining the appearance and general care of the truck

ARTICLE NO. 9 - SENIORITY

- 9.01 Seniority shall be based on the length of service an employee has been on the payroll, as a full time employee covered by this collective agreement, subject to Section 9.02 of this Article.

- 9.02 An employee shall lose all seniority rights, and their employment shall be terminated, for any one or more of the following reasons:

- a) voluntary resignation
- b) discharge for cause
- c) failure to return to work after layoff
- d) If eight (8) months has lapsed from the date of their layoff, or in the case of an employee with five (5) or more years of seniority, twelve (12) months have lapsed from the date of their layoff.
- e) Failure to respond to a courier letter within seven (7) days from the date received at the last address on the employee file.

- 9.03 In the event of a reduction of the working force, the Company shall apply the principle of "last on, first off" insofar as it is consistent with management's obligation to maintain a capable and efficient working force. Following a layoff, rehiring shall be carried on conversely to the outlined layoff procedures.

- 9.04 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every fourth (4th) month of each year, with a copy to the Union, showing names and starting dates. Any errors shall be reported to the Shop Steward with a request for correction of the list within thirty (30) days of posting of the list, otherwise the list as posted shall govern seniority.

9.05 The Company will not send home a senior employee with less than eight (8) hours work while a junior employee continues to work, providing that a change-over in equipment can reasonably be made without extra cost to the Company.

9.06 a) **Leave of Absence - May 1st to October 31st**

During the period of May 1st to October 31st requests for leave of absence for reasons other than ill health shall be in writing, and 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.

b) **Leave of Absence - November 1st to April 30th**

During the period of November 1st to April 30th, requests for leave of absence for reasons other than ill health shall be in writing, and will consist of a maximum of one hundred and fifty (150) days. Leaves must commence on the first (1st) day of the month and end on the last day of the month. Leaves will be scheduled accordingly in line with vacation eligibility. No leave will be taken as part of a month in which the Company has been required to remit the appropriate benefits payments to the Union. Leaves of greater than three (3) months, then the Employee will be restricted to two (2) weeks of vacation maximum in July, August and September. Maximum employees on leave or vacation during this time period will be twenty percent (20%).

A Leave of absence will not extend beyond April 30th unless agreed to by the Union, the Company and the employee concerned. If an employee returns to work before their leave of absence has expired, they will remain at the bottom of the seniority list until such leave of absence has expired.

Leave of absence shall be granted on a seniority basis per above consideration, and not more than twenty percent (20%) of the employees on the current seniority list will be granted a leave of absence during this period.

Where employees request a leave of absence, for reasons other than ill health or leaves protected under provincial legislation, or for a full month or more, they will be required to sign a waiver confirming they understand they do not have any benefits coverage during their leave of absence.

c) Employees working less than fifteen (15) hours per week in three (3) consecutive weeks shall be granted a leave of absence upon written request. Employees will be furnished with a Record of Employment (ROE) after seven (7) days of no work.

d) Should an Employee be hired by the Local Union, such Employee upon thirty (30) days written notice to the Employer, with a copy to the Union, be granted a leave of absence from the Company for a period not to exceed three hundred and sixty-five (365) days. The Employee will continue to accrue seniority during such leave. At the expiration of the leave of absence the Employee must return to their former position or relinquish all seniority rights with the Company. An Employee may return at any time with thirty (30) days written notice to the Company. It is understood that the Employee on leave will have no representational responsibilities related to any Lehigh Hanson Materials Limited company, division or subsidiary.

9.07 Providing that a change-over in equipment can reasonably be made without extra cost to the Company, overtime shall be allocated on the basis of seniority, provided that the drivers involved have completed their regular shifts.

9.08 Promotion

1. When an employee in the bargaining unit covered by this Agreement receives a leave of absence to take a position within the Company, which is beyond the sphere of the bargaining unit, they may continue to accumulate their seniority, for a maximum of ninety (90) days, within the former unit. The employee shall accumulate no further seniority while outside the bargaining unit.

The Company will maintain the employee's Union dues during this ninety (90) days.

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

2. At the end of a period of ninety (90) days, the employee must exercise their seniority rights by returning to their former unit, or relinquish all seniority rights, unless an extension to three hundred and sixty-five (365) days is otherwise agreed to in writing by both the Company and the Union.

- 9.9 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 reviewing seniority, competency provided the employee is capable of doing the job, on-going vehicle care, and driving record. Efficiency of the operator will 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 between all plants.

The above shall be applied consistent with the Letter of Policy Agreement pertaining to Multi-Plant operations.

- 9.10 Work on Saturday, Sunday, or General Holidays will be assigned on a voluntary basis. If, after going down the Seniority List, the number of volunteers is insufficient, work will be assigned on a mandatory basis by proceeding upward through the Seniority List of non-laid off employees.

ARTICLE NO. 10 - MANAGEMENT RIGHTS

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 rules and regulations to be observed by the employee, which rules and regulations shall not be inconsistent with this Agreement. The Company shall always have the right to hire, to discipline or discharge employees providing there is proper cause. Management shall exercise its rights in a fair and nondiscriminatory manner.

In the area of promotions and demotions, merit, ability, and competency, shall be the determining factors. The Union recognizes the right of the Company to judge the above factors.

ARTICLE NO. 11 - ADJUSTMENTS OF GRIEVANCES

Any complaint, disagreement, or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance, and 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.

All the time limits referred to in the Grievance Procedure herein contained will be deemed to mean work days. A work day is defined as any day from Monday to Friday (not inclusive of general holidays).

Time limit to institute a grievance:

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

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. 12 - GENERAL

- 12.01 The Company may require any employee with injury or illness who has been absent from work for an extended period of time due to injury or illness, to obtain clearance to return to full or modified duties by providing a completed physical demands report (PDA) from a medical practitioner of the employee's choice, prior to the employee's anticipated return to work date. The Company will provide the employee with the required PDA form to be completed, upon which the doctor will outline the physical restrictions, if any.

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.

Diagnosis and other personal information protected by the Privacy Act (PIPA) will not be requested by the Company.

The Company, where reasonable circumstances exist, as defined by the completed PDA, may require additional medical information. The employer will inform the employee of this reasonable need for additional information, and allow the employee to respond with further information from their own medical practitioner.

In the event the Company, where reasonable circumstances exist, requests an independent evaluation of the employee's fitness to return to work, the Company will select an independent medical practitioner. The findings of this medical practitioner shall be final. This medical practitioner will be advised that the medical information will be limited to an outline of physical restrictions.

Employees will be compensated where reasonable circumstances exist, for all lost time at the employee's regular straight time rate for the time required to obtain medical information referred to in this clause. If a medical examination is scheduled outside of the employee's normal working hours, the employee shall be paid two (2) hours at the employee's regular straight time rate of pay.

The cost of all Company requested medical information will be paid by the Company.

An employee absent due to illness or injury shall update the Company as to the employee's return to work status, including the next scheduled doctor's appointment and/or possible return to work date and any work limitations, if applicable.

- 12.02 It is 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.
- 12.03 Provided employees are available, all suitable, operational, Company-owned, equipment must be used before additional equipment can be leased or hired.
- 12.04 The Company shall have a Joint Health and Safety Committee (JHSC) with up to three (3) Union members. If an accident occurs a JHSC Union member will participate in the investigation. Accidents will be reviewed by the JHSC at the regularly scheduled JHSC meetings.

The Company agrees that when disciplining any member for an accident, it shall take into consideration past service, and accident free driving.

- 12.05 An employee will receive a copy of any written reprimand or warning letter, placed on their file, with a copy to the Union. 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 discipline being contemplated. Subject to the above, written reprimands or warnings remaining will remain on the Employee's file for a period of twenty-four (24) months.
- 12.06 A driver must follow all medical examination protocol's required to maintain an Alberta vehicle operator's license. Drivers are required within fifteen (15) days of conviction to notify the Company of any demerit points placing the driver above six (6). Class 1 drivers will be provided a maximum of one hundred and forty dollars (\$140.00) to obtain medical documentation as required to renew their license.
- 12.07 If an employee suffers an injury, while on duty, which prevents them from completing their shift, and the injury requires medical care, the employee will be compensated for a full eight (8) hour shift on that day.

- 12.08 Any regular full-time employee who is required to serve on a Jury, 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 their regular straight time hourly rate of pay, for their 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 will 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 themselves 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 Plan, or Workers' Compensation.

- 12.09 The Company agrees to post a notice of any new position, or vacancy in any existing position, which is outside the bargaining unit in each plant's driver's room. Employees in the bargaining unit shall be eligible to apply for the position(s) posted. The Company shall be the sole judge of the qualifications of all candidates for the position(s).

- 12.10 Where the Company has determined that hearing protection is required to prevent, or reduce the risk of, hearing loss, employees shall be required to wear approved, personal hearing protection devices, as a condition of continued employment. Personal hearing devices shall be supplied by the Company at no cost to the employee.

- 12.11 Regular employees, who have completed one (1) or more years of service with the Company, shall be entitled to bereavement leave as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request an appropriate leave of absence. The employee shall be compensated for hours lost from their regular schedule, Monday through Friday. Maximum compensation shall be eight (8) hours per day for three (3) days, provided notification of the death is made to the Company within the current pay period. Members of the employee's family are defined as: the employee's spouse, common-law spouse, sons, daughters, mother, father, sisters, brothers, mother-in-law, father-in-law, brothers-in-law, and sisters-in-law, grandfather, grandmother, grandchildren, stepparents and stepchildren. The Company may request proof of bereavement.

- 12.12 Health and Welfare - Appendix A, attached to and forming part of this Agreement, covers Health and Welfare.

- 12.13 If an employee suffers revocation of their drivers' license for an action committed while off duty, they will be given up to eighteen (18) months leave of absence.

However, such leave of absence may be authorized only once to an employee.

The employee's seniority will not accumulate during this period.

- 12.14 The Company shall not require an employee to do anything that contravenes the Alberta Motor Vehicle, and/or Highways Act(s).

- 12.15 The Company will provide a safety allowance of two hundred and fifty dollars (\$250.00) net per year after a driver has completed five hundred (500) hours in the previous calendar year. New hires will be provided the allowance upon successful completion of their probationary period. Only eligible for one (1) payment in each calendar year. The safety allowance will be paid out at the second pay period in January. For Employees who are not working in January due to lay-off, leave of absence, medical leave, etc. the safety allowance will be paid out at the second pay period following the Employee's return to work.

The Company agrees to supply one (1) pair of prescription safety glasses with permanently attached side shields once every two (2) years to employees with corrective lenses, to a maximum of two hundred dollars (\$200.00). Employees will be required to present the Company with a receipt for the purchase prior to being reimbursed.

- 12.16 Personal Days - Employees with greater than five (5) years of seniority will be granted three (3) pre-authorized unpaid leave days for bona fide illness or absence due to compassionate grounds. For the purposes of establishing overtime eligibility as outlined in Article 3.02(b) personal days will be considered as an eight (8) hour day worked.
- 12.17 Labour Management Committee – The Parties recognize the importance of creating and fostering a positive work environment. There will be a Labour Management Committee comprised of Shop Stewards and Operation Management personnel. The committee may meet quarterly, or more frequently if the parties mutually agree. The Union will provide the Company with an agenda ten (10) days prior to the meeting. The Company will post the meeting minutes within ten (10) business days following the meeting.

ARTICLE NO. 13 - AMENDMENTS AND TERMINATIONS

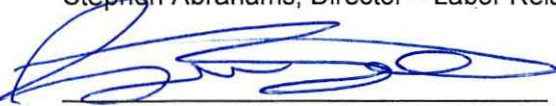
- 13.01 This Agreement shall remain in full force and effect from April 1, 2023, and continue in effect until March 31, 2026, and from year to year thereafter, except as hereinafter provided.
- 13.02 If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing 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 this Agreement.

SIGNED THIS 12th DAY OF May, 2023


ON BEHALF OF THE COMPANY:
Heidelberg Materials Canada Limited
Concrete Calgary



Stephen Abrahams, Director – Labor Relations



Brenna Barrett, Manager – Labour Relations



Chris Robinson, Area Operations Manager



Mark Southcote, Area Manager

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



John Worden, Business Agent

APPENDIX "A"

HEALTH AND WELFARE

- i. 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.
- 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 Employee as follows:

Effective March 1, 2023, the cost of the Prairie Teamsters Health and Welfare Plan four hundred (\$400) dollars per month. Employees older than 64 years of age the rate will be paid at the defined rate less applicable reductions in benefits. Layoff rates will be determined based on the defined rates for eligible coverage.

For the duration of this agreement the Company will then pay ten dollars (\$10.00) of any monthly increase to the cost of the plan per calendar year. The maximum increase and exposure to the Company will be ten dollars (\$10.00) to the monthly cost each calendar year.
- viii. Layoff Coverage – Employees who are laid off may arrange with the Company to reimburse, 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 later during the period of layoff. When on a layoff the employee must work more than fifty (50) hours in the month to be reinstated as to being classified full-time for the next month's benefit coverage.

ix. 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, and

-The employee updates the Company on a regular basis – every thirty days (30) when on a short-term disability leave and every one-hundred and eighty (180) days when on a long-term disability leave.

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.

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 30 days to pay the amounts. When not paid the union will be required to pay the Company within 45 days of the original notice.

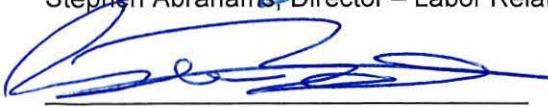
x. Leave of Absence – When an employee requests a leave of absence, not for protected grounds, the employee will pay the full premium of the plan to the employer prior to commencing the leave. All employee leaves must be taken for the full month. The plan will determine eligibility to remain on the plan during a leave of absence.


SIGNED THIS 12th DAY OF May, 2023

ON BEHALF OF THE COMPANY:

Heidelberg Materials Canada Limited
Concrete Calgary


Stephen Abrahams, Director – Labor Relations



Brenna Barrett, Manager – Labour Relations


Chris Robinson, Area Operations Manager


Mark Southcote, Area Manager

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362


John Worden, Business Agent

APPENDIX "B"

TEAMSTER PRAIRIE PROVINCES PENSION PLAN

The Company will contribute for the employee three dollars and seventy-five cents (\$3.75) per hour for which wages are earned, compounded for overtime hours to the Prairie Teamsters Pension Plan.

Effective the pay period in which April 1, 2024 occurs the Company will contribute for the employee four dollars (\$4.00) per hour for which wages are earned, compounded for overtime hours to the Prairie Teamsters Pension Plan.

Employees who had previously selected to have one dollar (\$1.00) of their pension paid out as a separate "wage premium" may choose to end the "wage premium" and receive their full pension benefit, or continue to receive the "wage premium" and the reduced pension benefit amount. If the employee would like to exercise this option they must declare, in writing, to the Union their intent by September 15, 2021.

All employees who are seventy-one (71) years of age or older, will have pension contributions remitted to the Prairie Teamsters Pension Plan only until December 31 in the year they turn seventy-one (71). Effective January 1st of the year following the year an employee turns seventy-one (71), all pension contributions will be paid out to the employee as a "wage premium". These contributions will be treated as earnings and will therefore be subject to statutory payroll taxes and deductions. These payments will be made every three (3) months for all hours worked. The first payment would be October 2021.

New Hires – For employees who have completed twelve (12) calendar months of employment, but less than twenty-four (24) months of employment. The Company will contribute for the employee one-half (1/2) of the full pension benefit amount per hour for which wages are earned, compounded for overtime hours to the Prairie Teamsters Pension Plan. Upon completing twenty-four (24) calendar months of employment the employee will receive the full pension benefit.

Payment schedule will be the 10th of the month following the contribution month by the Company for the Prairie Teamster Pension Plan.

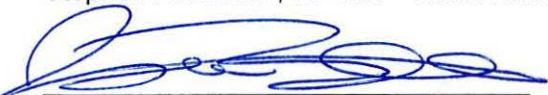
SIGNED THIS 12th DAY OF May, 2023

ON BEHALF OF THE COMPANY:

Heidelberg Materials Canada Limited
Concrete Calgary



Stephen Abrahams, Director – Labor Relations



Brenna Barrett, Manager – Labour Relations



Chris Robinson, Area Operations Manager



Mark Southcote, Area Manager

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



John Worden, Business Agent

LETTER OF UNDERSTANDING # 1

BETWEEN: **HEIDELBERG MATERIALS CANADA LIMITED**
CONCRETE CALGARY
(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: **WINTER STAFFING AND SCHEDULING**

The procedure to be applied for scheduling drivers, during the off season, will be as follows:

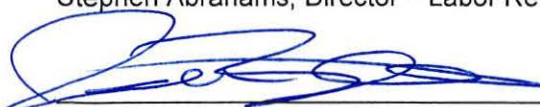
1. The Company will retain on the active roll, an appropriate number of drivers considered necessary to service operating requirements.
2. Employees who are laid off, and issued layoff notices and their record of employment, will not be required to call the Company to determine work availability while on such status.
3. In the event the Company requires additional drivers to the number retained under 1. above, dispatch personnel will phone, in order of seniority, individuals on the layoff list.
4. Employees called by the Company who do not respond, or who decline a call for work for reasons deemed unreasonable, may be subject to disciplinary action up to and including discharge.

SIGNED THIS 12th DAY OF May, 2023

ON BEHALF OF THE COMPANY:
Heidelberg Materials Canada Limited
Concrete Calgary



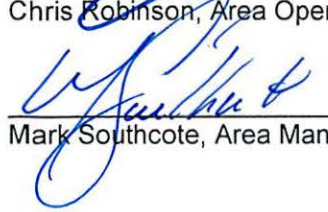
Stephen Abrahams, Director – Labor Relations



Brenna Barrett, Manager – Labour Relations




Chris Robinson, Area Operations Manager



Mark Southcote, Area Manager

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



John Worden, Business Agent

LETTER OF UNDERSTANDING # 2

BETWEEN: **HEIDELBERG MATERIALS CANADA LIMITED
CONCRETE CALGARY**
(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: **DRUG/CONTROLLED SUBSTANCE TESTING**

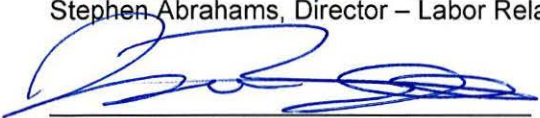
The Alberta Building Trades Council "Canadian Model for Providing a Safe Workplace" policy will be adopted and applied by the Company. Shop Stewards and members of the Joint Health and Safety Committee (JHSC) will receive training on the Company Drug / Controlled Substance Testing policies.

SIGNED THIS 12th DAY OF May, 2023


ON BEHALF OF THE COMPANY:
Heidelberg Materials Canada Limited
Concrete Calgary



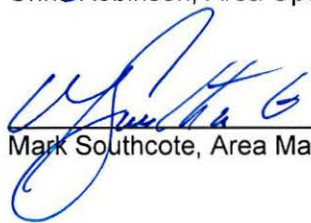
Stephen Abrahams, Director – Labor Relations



Brenna Barrett, Manager – Labour Relations



Chris Robinson, Area Operations Manager



Mark Southcote, Area Manager

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



John Worden, Business Agent

LETTER OF UNDERSTANDING # 3

BETWEEN: **HEIDELBERG MATERIALS CANADA LIMITED**
CONCRETE CALGARY
(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: **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.

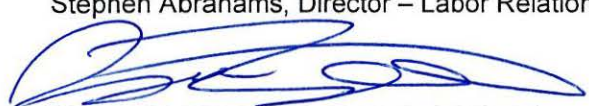
Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.


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


SIGNED THIS 12th DAY OF May, 2023

ON BEHALF OF THE COMPANY:
Heidelberg Materials Canada Limited
Concrete Calgary



Stephen Abrahams, Director – Labor Relations


Brenna Barrett, Manager – Labour Relations


Chris Robinson, Area Operations Manager


Mark Southcote, Area Manager

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


John Worden, Business Agent

LETTER OF UNDERSTANDING # 4

BETWEEN: **HEIDELBERG MATERIALS CANADA LIMITED**
 CONCRETE CALGARY
 (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: **PART-TIME EMPLOYEES**

Part-time employees shall be interpreted as those persons employed to supplement the regular work force to provide additional help on an incidental basis.

Part-time employees shall be subject to all the terms and conditions provided in this agreement, save an except as herein expressly provided.

Part-time employees will not be used when a regular employee is available to work.

Regular employees will not be required to leave work while a part-time employee continues to work.

Part-time employees will not be eligible for Health & Welfare provisions contained in this agreement.

There will be a thirty (30) hour per week cap on part-time work.

Part-time employees or hired truckers will not be used while full-time employees are available. Where part-time employees are used, regular employees will be called in first, and where possible, full-time drivers will not be sent home while a part-time employee is working, when a change-over in equipment can reasonably be made without extra cost to the Company. Part-time employees will not accrue seniority.

Part-time employees must provide availability for ten (10) days a month. Part-time employee availability will be established monthly by mutual agreement between the employee and the Company.

LETTER OF UNDERSTANDING # 4 (Continued)

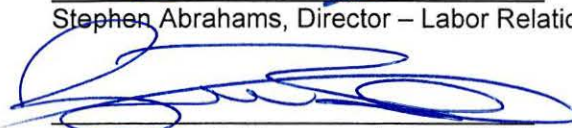
SIGNED THIS 12th DAY OF May, 2023

ON BEHALF OF THE COMPANY:

Heidelberg Materials Canada Limited
Concrete Calgary




Stephen Abrahams, Director – Labor Relations



Brenna Barrett, Manager – Labour Relations




Chris Robinson, Area Operations Manager



Mark Southcote, Area Manager

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



John Worden, Business Agent