

**This Agreement Entered Into May 24, 2023**

**COLLECTIVE AGREEMENT**

Between

**CALGARY PRECAST  
LAFARGE WESTERN CANADA  
A DIVISION OF LAFARGE CANADA INC., A MEMBER OF HOLCIM**  
(Hereinafter referred to as the "Employer")

And

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the  
International Brotherhood of Teamsters  
(Hereinafter referred to as the "Union")

April 1, 2023 – March 31, 2026

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

#### **INCLUSION AND DIVERSITY:**

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, and singular or plural, in the provisions of this Agreement, shall be considered to apply to all employees equally. Furthermore the term "employees" or "employee" where herein used shall mean any workers or worker covered by this Agreement.

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

The parties agree that there shall be no discrimination, bullying or any form of intimidation towards any employee, by any other employee because of race, colour, creed, nationality, gender identity, gender expression or sex, or any other prohibited ground under the Human Rights Act.

#### **ARTICLE NO. 1: RECOGNITION**

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for its employees within the scope of Certificate Number 298-2000 issued by the Alberta Labour Relations Board which states "All precast employees of Lafarge Construction Materials Southern Alberta Division covered under this Agreement".

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

- 2.01 The Company shall, on the first pay period of each month, deduct from each employee in the bargaining unit who has been employed by the Company for seven (7) days and/or forty (40) hours, the regular dues and assessments of the Union, and remit same together with a list of the names of the employees from whom the deductions were made, to the Secretary-Treasurer of the Union
- 2.02 a) The company shall, on the first pay period of each month, deduct from each employee of the bargaining unit who has been employed by the Company for seven (7) days and/or forty (40) hours, the regular Union dues of the Union, and remit same, together with a list of names of the employees from whom the deductions were made, to the Secretary-Treasurer of the Local Union.
- b) Each new employee, after thirty (30) calendar days of employment, shall, as a condition of employment, become and remain a member in good standing of the Union for the duration of this Agreement, or while he/she is an employee covered by the terms and conditions of this Agreement.
- 2.03 The Company shall not be required to discharge any employee for violation of the provisions of this Article for any reason other than non-payment of regular monthly dues, initiation fees, and assessments.

- 2.04 The Company shall designate a suitable place for the Union to post material, including the seniority list, at each Plant. The Union shall not post any non-union related material that is objectionable to the Employer and it shall be the Union's responsibility to maintain the board in a clean and organized fashion.
- 2.05 Forepersons or other supervisory employees, not classified as part of this Collective Agreement, shall not perform work that is normally performed by employees in the bargaining unit, except:
- a) In cases of emergency;
  - b) When performing research, experimental or developmental work;
  - c) When instructing or teaching;
  - d) When absenteeism requires it;
  - e) When necessary for breakdown repair;
  - f) When checking production or performance on various jobs or machines.

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

- 3.01 The management of the Company's operation and the selection and direction of employees shall continue to be absolutely vested with the Company, and shall be modified only as expressly written as terms and conditions of this Agreement.
- 3.02 Without limiting the generality of the foregoing, such management rights shall include:
- a) The right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by employees; the right to change and abolish rules and practices as the Company sees fit; the right to hire, fire, discipline, demote and terminate employees subject to proper cause.
  - b) The right to determine the number of persons necessary for any functions or operations, designate the work to be performed by and the schedule and hours to be worked by individual employees, designate the time or times when an employee is to work; the right to lay off and recall employees subject to the provisions of this Agreement; the right to determine the qualifications of any employee to perform any work, subject to this Agreement.
  - c) The right to determine methods, processes and means of operation, job content and quality and quantity standards, the right to use improved methods, machinery and equipment, and the right to determine the location of operations, and its operation, curtailment, or discontinuance.
- 3.03 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, or physical disability.

#### ARTICLE NO. 4: SENIORITY

- 4.01 Seniority shall be based on length of continuous time an employee has been on the payroll in the bargaining unit at the Calgary Precast Operation, and be subject to Articles 4.02, 4.03 and 4.08 of this Agreement.
- 4.02 An employee shall lose all seniority rights, his/her employment deemed to be terminated, and the Company relieved of any further obligations to the employee 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) failure to respond to a couriered letter for recall within five (5) days receipt of the letter, provided such letter is sent to the employee's last recorded address as provided to the Company by the employee;
  - e) layoff for more than eight (8) months;
  - f) absence from work for three (3) consecutive working days or more without advising the Company and giving reasons for such absence, or;
  - g) leave of absence due to injury or illness in excess of two (2) years. This period may be extended upon mutual agreement between the parties that shall not be unreasonably withheld by either party.
- 4.03 Every employee shall serve a probationary period of ninety (90) worked one hundred and twenty (120) calendar days. Seniority shall not be recognized until an employee has successfully completed his/her probationary period. The Company may terminate the employment of a probationary employee anytime during this period and such termination shall not be subject to the grievance or arbitration procedure. The Company will notify the Union as to why the probationary employee was terminated. Where the Company requests an extension to the probationary due to the probationary employee being on Workers' Compensation (including Modified Duties), non work related injury or a statutory leave of absence, such extensions will not be unreasonably denied.
- 4.04 In the event of changes in the size of the work force, either reduction or recall, the Company shall consider the seniority of employees, and where ability, efficiency, and qualifications are relatively equal, seniority shall be the determining factor. All new positions will be posted, and the Employer will inform all applicants of their status.

In the event it becomes necessary to reduce the work force because of a shortage of work and/or in cases where the Company decides for any reason to discontinue any operation, whether temporarily or permanently, probationary employees shall be laid off first, provided the Company is not prevented from maintaining a working force of employees who are at that time qualified and able to efficiently do the work available.

- 4.05 An employee must inform the Company immediately of any change in his/her residential address and/or telephone number for the purposes of recall.
- 4.06 A seniority list shall be compiled and kept posted on the bulletin board. The seniority list shall be revised semi-annually and all errors shall be addressed between the parties. In the event such discussions are unsuccessful, the error shall be subject to the grievance procedure.
- 4.07
- a) When a bargaining unit employee receives leave of absence to accept a position within the Company that is beyond the scope of this bargaining unit, he/she may retain his/her seniority for a maximum of nine (9) months.
  - b) After nine (9) months, the employee shall be required to exercise his/her seniority rights and return to the bargaining unit, or relinquish his/her seniority rights.
  - (c) In the event the Company eliminates a position which is beyond the scope of the bargaining unit and the incumbent had previously left the bargaining unit under (a) & (b) above, such employee will be permitted to return to the bargaining unit with the seniority he/she had accrued up to the date he/she had relinquished his/her seniority rights under (b) above.
- 4.08 The Employer shall determine the qualifications, skills and abilities required for shift assignments, new positions, and position postings and select employees based on an assessment of these factors. Where the Employer determines that these factors are relatively equal among employees, seniority shall prevail.
- 4.09 In the event the Company re-opens the second precast operation in Calgary, the Company and the Union will meet and mutually decide on transfer provisions between the two plants.
- 4.10 In the event of a layoff that results in the termination of employment of any employee, the Company will pay severance in accordance with the Alberta Employment Standards Act.

#### **ARTICLE NO. 5: CLASSIFICATIONS AND HOURLY PAY RATES**

- 5.01
- (a) Employees shall be paid by direct deposit, every second Friday, and will receive a pay statement by electronic payroll before the conclusion of the regular shift. Not more than six (6) days pay may be held back.
  - (b) Any significant error in payroll calculation by the Company shall be paid to the employee forthwith upon being brought to the attention of management. Any significant error of more than eight (8) hours shall be paid to the employee within five (5) business days upon being brought to the attention of management. Failure by the Company to correct this significant payroll error within five (5) business days will result in a penalty of one (1) hour pay per day until the error is corrected and paid.

## 5.02 Breakdown of Wages and Wage Package

Retroactivity: \*Wage increases in 2023 are retroactive to April 1, 2023. The wage increases and retroactive payment will be reflected on the second (2<sup>nd</sup>) pay period following the date of ratification.

Classification	Current Rate	April 1, 2023 5.0%	Oct. 1, 2023 0.50%	April 1, 2024 2.5%	April 1, 2025 2.0%
Journeyman Carpenter	\$35.19	\$36.95	\$37.13	\$38.06	\$38.82
Journeyman Concrete Finisher	\$30.90	\$32.45	\$32.61	\$33.42	\$34.09
Trade Level 2	\$29.23	\$30.69	\$30.84	\$31.62	\$32.25
Trade Level 1	\$27.92	\$29.32	\$29.46	\$30.20	\$30.80
Production Worker Level 3	\$26.00	\$27.30	\$27.44	\$28.12	\$28.68
Production Worker Level 2	\$25.04	\$26.29	\$26.42	\$27.08	\$27.63
Production Worker Level 1	\$23.63	\$24.81	\$24.94	\$25.56	\$26.07
Labourer	\$22.11	\$23.22	\$23.33	\$23.91	\$24.39

Note: All increases will be on the base wages noted in the collective agreement. Employees who are being paid above the rates in the collective agreement will receive the equivalent dollar (\$) increase for their classification; for clarity the increased dollar amount from year to year for their respective classification will be the increase they receive in that same year.

Operator Premium: A premium of seventy-five cents (\$0.75) per hour for every hour worked compounded on overtime hours will be paid to all employees who operate equipment. Equipment includes crane, insulcore machine, mobile crane, loader, forklift, skidsteer, semi-truck and for employees who are designated carpentry shop employees who use the table saw.

Inflation Relief Payment: Provided this Agreement is ratified by June 15, 2023, all employees on the seniority list at the date of ratification and who are on the seniority list on the date the payment is made, who were hired prior to January 1, 2023 will be provided a one-time payment of one thousand dollars (\$1,000.00). This payment will be made on the third (3<sup>rd</sup>) pay period following the date of ratification.

### Retention Payments:

Effective June 25, 2023 the Variable Pay Incentive Program will change to an annual Retention Payment as follows:

- 2023: All employees on the seniority list as of December 31, 2023 will be paid seventy-five cents (\$0.75) per hour worked from June 25, 2023 until December 31, 2023. This payment will be made on the second pay period of January 2024.
- 2024: All employees on the seniority list as of December 31, 2024 will be paid seventy-five cents (\$0.75) per hour worked from January 1, 2024 until December 31, 2024. This payment will be made on the second pay period of January 2025.
- 2025: All employees on the seniority list as of December 31, 2025 will be paid seventy-five cents (\$0.75) per hour worked from January 1, 2025 until December 31, 2025. This payment will be made on the second pay period of January 2026.
- Employees must be on the seniority list on the date the payment is made.

- Employees who are laid off prior to the payment date as a result of operational demands will be provided the option of having the payment made on this date or upon their return to work following recall from layoff.

**Lead Hands and Foremen:**

Employees designated as "Lead Hand" or "Foreman" by the Employer shall be paid a Lead Hand premium of as outlined below effective date of ratification. The Employer will determine the number of Lead Hands and Foreman based on Operational requirements and will appoint the individuals at its sole discretion.

- Lead Hand: five dollars (\$5.00) added to their basic rate of pay.
- Foreman: six dollars and fifty cents (\$6.50) added to their basic rate of pay.

- 5.03 All employees covered by this Collective Agreement will be subject to a performance review every twelve (12) calendar months.

All classifications will require a performance review as a requirement. The Company commits to putting in a process to ensure this is accessible for all employees. Where there is disagreement on the outcome of the performance review this disagreement will be resolved using the grievance procedure.

**ARTICLE NO. 6: HOURS OF WORK**

- 6.01 The daily start time for all employees shall be determined by the Company in accordance with its business requirements. The Company will provide as much advance notice as possible of changes to employee's start times when changes are required. Start times may be changed on a daily basis, however normally start times will not vary more than two (2) hours (ie earlier or later) from the start time given for the first (1<sup>st</sup>) day of the employee's work week. Where the start time will vary by greater than two (2) hours, the Company will provide the employee with a minimum of three (3) days' notice.
- 6.02 Employees shall be paid at the rate of one and one-half (1 ½) times his/her basic rate of pay for all hours worked in excess of eight (8) straight time hours in a day, and/or forty (40) straight time hours in a week, Monday to Saturday. Employees who have a pre-approved absence during the week will be deemed to have worked forty (40) hours for this overtime calculation.
- The Company will make every attempt to schedule a standard work week of Monday to Friday.
- 6.03 Employees working on Saturdays will be paid at straight time rates or at one and one half times (1.5x) the regular rate subject to 6.02. Hours paid at one and one half (1.5x) the rate shall not exceed ten (10) hours per day and all additional hours shall be paid at two times (2x) the rate.
- 6.04 Employees shall be paid at the rate of two times (2X) his/her basic rate of pay for all hours worked on Sundays and General Holidays, and for all hours in excess of twelve (12) hours Monday to Friday.
- 6.05 For the purposes of calculating overtime eligibility, hours paid for General Holidays as well as scheduled earned holidays, shall be included as hours worked.



- 6.06 Where an employee is required to work twelve (12) consecutive hours or more in a day, the employee shall be supplied with a hot meal and sufficient time to consume said meal.
- 6.07 All employees shall be entitled to a fifteen (15) minute break during both the first half and second half of any shift, plus a thirty (30) minute unpaid meal break at the midway point of the shift.
- Employees working beyond ten (10) hours in a day, shall be given an additional fifteen (15) minute paid break after nine (9) hours worked which should be taken prior to completing eleven (11) hours of work. The Company may elect to combine the second fifteen (15) minute break and this third fifteen (15) minute break into one (1) half hour break.
- 6.08 When it is necessary to schedule an "Afternoon" and/or "Night" shift, such shifts shall be scheduled on the following basis:
- a) Shift work schedules shall be posted at three (3) days prior to the implementation of the schedule;
  - b) Shift work shall only be considered as such if a minimum of three (3) consecutive shifts are scheduled;
  - c) For the purposes of this Article, "Day Shift" shall be defined as any shift commencing between 0400 hours and 0959 hours, "Afternoon Shift" shall be defined as any shift commencing between 1000 hours and 1800 hours, and "Night Shift" shall be defined as any shift commencing between 1801 hours and 0359 hours.
  - d) A shift premium of one dollar (\$1.00) per hour shall be paid for all hours worked on an "Afternoon Shift", and a shift premium of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours worked on a "Night Shift".
- 6.09 Determination of weekend overtime will be a voluntary sign up list, firstly based on the crew that had performed the work during the week. This sign-up list will include the number of volunteers required and the type of work to be performed (production or clean up) and will be posted by close of shift on Wednesday and wherever possible will be finalized by close of shift on Thursday but no later than Friday morning, to notify employees whether or not they are required to work. If sufficient employees have not signed up, overtime work will be assigned by required skill in reverse seniority. The next weekend, seniority will be rotated.

#### **ARTICLE NO. 7: VACATION PAY**

- 7.01 Employees with less than one year of service shall be paid vacation pay based on four percent (4%) of gross earnings.
- 7.02 An employee who has established one (1) year's seniority in the calendar year shall be entitled to two (2) weeks vacation, or four percent (4%) of gross earnings.
- 7.03 Employees who have completed five (5) or more years' service shall be entitled to three (3) weeks vacation, or six percent (6%) of gross earnings. Effective January 1, 2024, Employees who have completed three (3) or more years' service shall be entitled to three (3) weeks vacation, or six percent (6%) of gross earnings.
- 7.04 Employees who have completed ten (10) or more years' service shall be entitled to four (4) weeks vacation, or eight percent (8%) of gross earnings. Effective January 1, 2024, Employees who have completed seven (7) or more years' service shall be entitled to four (4) weeks vacation, or eight percent (8%) of gross earnings.

- 7.05 Employees who have completed twenty (20) or more years' service shall be entitled to five (5) weeks' vacation, or ten percent (10%) of gross earnings. Effective January 1, 2024, Employees who have completed seventeen (17) or more years' service shall be entitled to five (5) weeks vacation, or ten percent (10%) of gross earnings.
- 7.06 Accrued vacation pay shall be paid out upon request not more than twice (2x) per year.
- 7.07 Vacation schedules will be determined at the Company's discretion, but preference of vacation time shall be governed by employee seniority.
- 7.08 At the employee's option, vacation pay will be paid out every pay period, or it will be banked. The employee must advise the Employer prior to April 1 each calendar year of his choice.
- 7.09 Accrued vacation will automatically be paid out on the pay period including December 15<sup>th</sup> of each year.

#### **ARTICLE NO. 8: GENERAL HOLIDAYS**

- 8.01 The following twelve (12) days shall be recognized as General Holidays:
- |                  |               |                              |
|------------------|---------------|------------------------------|
| New Year's Day   | Labour Day    | Good Friday                  |
| Thanksgiving Day | Victoria Day  | Remembrance Day              |
| Civic Day        | Christmas Day | Canada Day                   |
| Boxing Day       | Family Day    | Truth and Reconciliation Day |
- 8.02 All active employees who have completed thirty (30) days of employment shall be paid eight (8) hours pay for each of the General Holidays recognized in Article 8.01.
- 8.03 Notwithstanding Article 8.02, an employee must have worked his/her last scheduled work day before and after the General Holiday, to be paid for the Holiday, unless he/she has the Company's authorization to be absent for either scheduled shift. An employee who is scheduled to work on the General Holiday and is absent without Company authorization shall not be paid for the General Holiday.
- 8.04 In the event any of the General Holidays recognized in Article 8.01 fall during an employee's annual vacation, he/she shall be given a day-off in lieu, to be taken either at the start or completion of his/her vacation period.
- 8.05 If an employee is absent from work due to illness or injury and is eligible for any form of benefits, he/she shall not be entitled to receive payment for the General Holiday.
- 8.06 If an employee has been laid off, and is recalled to work, and he/she works fifteen (15) days in the thirty (30) calendar day period prior to one (1) of the recognized General Holidays in this Agreement, or fifteen (15) days in the thirty (30) calendar day period following such General Holiday, he/she shall be entitled to that General Holiday with pay.
- 8.07 Where a General Holiday(s) recognized in Article 8.01 falls on a Saturday and/or a Sunday, it shall be observed on the following work day(s) as applicable. No work shall be performed on Labour Day, except where safety to life and property make it necessary.
- Where a General Holiday falls during the week, Monday to Friday, the day the Holiday is observed may be moved to any other day than the recognized holiday, provided the majority of employees, and the Company, mutually agree to such change, with the exception of Canada Day and Remembrance Day which will always be observed on the day they fall.

- 8.08 In the event the Province of Alberta rescinds Family Day as a General Holiday, then Family Day will be deleted from the list of General Holidays recognized in Article 8.01. In the event the Province of Alberta adds an additional General Holiday, which is recognized in the Employment Standards Code of Alberta, then that day shall be recognized in Article 8.01 and will result in Boxing Day being unpaid.
- 8.09 For the purpose of calculating overtime eligibility, hour paid for General Holidays shall be included as hours worked.

#### **ARTICLE NO. 9: SHOP STEWARDS**

- 9.01 The employees may elect or the Union may appoint two (2) Shop Stewards who shall perform such functions as the Union may assign him/her, provided the duties of the Shop Steward shall not conflict with their regular employment and duties with the Company. An alternate Shop Steward may be elected or appointed to act in the Shop Steward's absence.
- 9.02 The Union shall notify the Company in writing of the names of the Shop Steward and his/her alternate. The Company shall only recognize the Shop Steward or alternate named. Shop Stewards will suffer no loss of pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.
- 9.03 Upon request to the Operations Manager, the Union may be granted access to the worksite and such approval shall not be unreasonably withheld. Under no circumstances shall the Union interfere with any employee or group of employees during working hours, without the consent of the Operations Manager or his/her designate.

#### **ARTICLE NO. 10: PROGRESSIVE DISCIPLINE**

- 10.01 An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union. An employee called before Company officials will have Union representation, unless declined by the employee.
- 10.02 Discipline letters will not be relied on after twenty-four (24) months from the date of discipline provided the employee has no additional discipline during that time.

#### **ARTICLE NO. 11: GRIEVANCE PROCEDURE**

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

Step 1: Any grievance of an employee shall first be taken up between such employee and the immediate supervisor. The time limit to institute a grievance shall be ten (10) calendar days for terminations or layoffs, and fourteen (14) calendar days from the date that the employee should have become reasonably aware of any other issue(s).

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 immediate 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) Union 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 shall be final and binding upon the Parties. Failing to agree upon a neutral arbitrator, the Department of Labour will be requested to appoint a neutral arbitrator, whose decision shall be final and binding upon the Parties. The cost of the arbitrator will be borne equally by the Union and the Company.

Should an employee be successful with an unjust termination grievance, he/she shall be reinstated and reimbursed for all time lost. The monies paid to the employee for lost time shall be the average wage earned by the employee who is directly above him/her on the seniority list, and the employee who is directly below him/her on the seniority list.

- 11.02 If the Company wishes to submit a grievance, it will do so in writing directed to the Union. Notice of the grievance shall be mailed to the Union within ten (10) days of the occurrence of the event, or ten (10) days from when the Company should have become reasonably aware of the event, upon which the grievance is based.

The notice of grievance shall state the specific nature of the issue giving rise to the grievance, the section(s) of this Agreement claimed to have been violated, and the relief sought. The Secretary-Treasurer of the Union shall meet with the Company within five (5) days of receipt of the notice. If no satisfactory resolution is achieved, then the grievance may be referred as provided in Article 10.01.

#### **ARTICLE NO. 12: NO STRIKE or LOCKOUT**

- 12.01 There shall be no strike or lockout during the term of this Collective Agreement.
- 12.02 The Union agrees that it will not cause, authorize or sanction employees to cause or take part in any sit-down, stay-in or slow-down or any strike or stoppage of work at the Company's operations or any work or delivery site during the term of this Agreement. Any of the foregoing actions by the Union or employees shall be considered an illegal strike for which employees may be disciplined up to and including dismissal.
- 12.03 It shall not be a violation of this Agreement or cause for discharge of any employee to refuse to cross a legal picket line in the performance of his/her duties.
- 12.04 The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.

#### **ARTICLE NO. 13: GENERAL**

- 13.01 The Company shall not require an employee to operate any equipment that is deemed unsafe. This clause will not affect the immunities of the Company under the Workers Compensation Act.
- 13.02 The Company may require any employee to undergo a physical examination at the expense of the Company, and employees shall comply promptly with any request to take such examination. The Company shall compensate the employee for time lost if the examination takes place during working hours. Compensation for lost time shall not exceed eight (8) hours per day, at the employee's regular straight time rate of pay.

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

In the event that the two (2) medical opinions are materially different, the Company and the employee shall have their respective medical examiners confer and arrange for a further examination by a mutually acceptable medical specialist.

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

Any unsatisfied claims for loss of wages due to alleged unwarranted medical suspension, or medical discharge, shall be resolved through the grievance procedure as per Article 10.

- 13.03 In the event the Company instructs an employee to travel to a project or job that is situated beyond the corporate limits of the town in his/her own vehicle, the Company will pay a travel allowance in the amount of fifty cents (\$0.50) per kilometer for each kilometer traveled beyond the town limits. The Company will pay all approved expenses for room and board, to all employees instructed to work on away-from-home projects. Reimbursement will require the presentation of receipts by the employee.
- 13.04 (a) Boot Allowance: As part of the Company's Health and Safety policy, Employees are required to wear proper safety footwear. The Company will pay each employee as part of his or her wages; eighteen cents (\$0.18) per hour to be used for the purchase of approved winter and summer safety footwear. This amount will be compounded for overtime to reflect employees who work more hours and wear out their boots more quickly. It is each employee's responsibility to ensure that they report for work wearing the appropriate safety footwear.
- (b) Coveralls: The Company will supply each employee with three (3) sets of coveralls per year, and insulated coveralls, gloves and safety equipment as required. Employees working in outdoor conditions will be supplied with winter parkas. The Company will maintain all such items supplied to employees.

#### **ARTICLE NO. 14: BEREAVEMENT LEAVE and JURY DUTY**

##### **Bereavement Leave**

- 14.01 Employees who have completed six (6) months of service with the Company will be entitled to up to three (3) consecutive regularly scheduled days paid bereavement leave in the event of the death of an immediate family member (per 13.02) provided that such leave is taken within a seven (7) consecutive day period, commencing from the date of death. By mutual agreement up to two (2) of these days may be deferred to a later date not to exceed one (1) month from the date of death except due to special circumstances. The paid bereavement shall only include time lost from his/her regular schedule to a maximum of eight (8) hours per day.
- 14.02 For the purposes of this Article, immediate family shall be defined as the employee's spouse, mother, father, children (including common-law and step-children), sisters, brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfathers, grandmothers, and grandchildren.

The Company will also provide up to three (3) days leave, one (1) paid and two (2) days unpaid for bereavement leave for any other individual covered under the Employment Standards Code of Alberta.

#### Jury Duty/Crown or Company Witness

- 14.03 Any employee with seniority who is required to perform jury duty, or is subpoenaed to appear as a witness in court, during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for jury duty or witness fee, and his/her regular straight time hourly rate of pay for his/her regular scheduled hours of work.

This Clause will have no application for an employee on leave of absence, on Workers' Compensation, or otherwise in this Agreement. Employees who are receiving benefits under the Health and Welfare Program will be reimbursed for the hours in attendance not to exceed a combined total income between the three (3) sources of income, the equivalent of forty (40) hours per week.

Employees must advise the Company as soon as they receive notice of Jury Duty summons in order for the Company to be able to manage the situation. Employees who fail to provide immediate notice to the Company will not be entitled to the reimbursement above.

- 14.04 It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day, or forty (40) hours per week, less pay received for jury duty or witness fee, whichever applies.
- 14.05 The employee shall be required to furnish proof of jury service or witness attendance, and jury duty pay or witness fee received. Any employee on jury duty or called as a witness, shall, subject to this provision, make himself/herself available for work before or after being required for such duty provided the employee can work a minimum half-shift.

#### **ARTICLE NO. 15: HEALTH BENEFITS**

- 15.01 The Company shall provide a benefits plan to employees and eligible dependents coming under the jurisdiction of this Agreement who meet the eligibility requirements of the plan. The cost of the benefits plan will be paid by the Company. All employees, other than probationary employees, who work seven (7) days or more in a calendar month, shall be covered in the next month for the welfare benefits outlined herein.

For all new employees, the health benefit coverage shall be in effect from the first day of the month following ninety (90) calendar days of employment, provided the employee has worked the required seven (7) days in the preceding month.

##### Eligibility

Employees will have coverage starting the first (1<sup>st</sup>) of the month following ninety (90) calendar days of employment. Employees must meet all residency requirements of the plan sponsor, administrator and insurer to be eligible. Employees who do not meet the residency requirements will not be provided with benefits coverage under the Company sponsored plan.

- 15.02 The Benefit Plan will include:

1. Group Life Insurance  
Basic Life - Flat \$50,000  
AD&D - Flat \$50,000

Effective July 1, 2016, Group Life Insurance will increase as follows:

- |              |               |
|--------------|---------------|
| Basic Life - | Flat \$60,000 |
| AD&D -       | Flat \$60,000 |

2. Short Term Disability
 

Reimbursement	equal to EI
Waiting Period	8 days hospitalization 8 days accident 8 days sickness
Benefit Period	26 weeks
  
3. Long Term Disability
 

Reimbursement	Flat \$1,000.00 Flat \$1,200 effective July 1, 2016
Waiting Period	26 weeks
Benefit Period	to age 65, recovery or death (whichever occurs first)
Definition of Disability	Benefits continue for up to twelve (12) months if you are unable to perform your regular job, and will continue after twelve (12) months if the disability is sufficient to prevent you from doing any work for which you are, or can become, reasonably qualified by education, training or experience for any employer.
  
4. Health Care
 

Annual Deductible	\$25.00 single - does not apply to hospital charges \$25.00 family - does not apply to hospital charges
Prescription Drugs	100% reimbursement of generic drug cost with drug card Dispensing Fee maximum of \$10.00
Hospital	100% semi-private or private room
Private Duty Nursing	\$3,000.00 maximum per year
Paramedical Practitioners	100% reimbursement
Acupuncture	\$350.00 per member per year
Chiropractor	\$350.00 per member per year
Chiropodist/Podiatrist	\$350.00 per member per year
Massage Therapist	\$350.00 per member per year
Naturopath	\$350.00 per member per year
Osteopath	\$350.00 per member per year
Psychologist	\$350.00 per member per year - referral required
Physiotherapist	\$350.00 per member per year
Speech Therapist	\$350.00 per member per year
Audiologist	\$350.00 per member per year
Athletic Therapist	\$100.00 per member per year
Orthotics	\$300.00 per member per year
Hearing Aids	\$300.00 per member every 3 years
Vision Care	\$200.00 per member every 24 consecutive months
Other Services & Supplies	100% reimbursement
Out of Province/Country	no annual maximum - not available to employees or dependants age 65 or over.
Services	

5. Dental Care

Annual Deductible	nil
Reimbursement	100% basic coverage - no annual maximum 70% major restorative - \$1,000.00 calendar year maximum 50% orthodontics - \$2,000.00 lifetime maximum (child only benefit)
Fee Guide	current fee guide for general practitioners

Layoff coverage - employees will be covered for basic benefits (no WI or LTD) at no cost for the first three (3) months of a layoff. The employee will be required to pay the Employer the cost of premiums to continue the benefit coverage after three (3) months of coverage.

15.03 Employees will be entitled to purchase Optional Life Insurance at their own cost as follows:

Employee: Available in \$10,000.00 units to a maximum of \$500,000.00 subject to approval of evidence of insurability.

Spouses: Available in \$10,000.00 units to a maximum of \$100,000.00 subject to approval of evidence of insurability.

Child: Available in \$5,000.00 units to a maximum of \$25,000.00 subject to approval of evidence of insurability.

15.04 When an employee is absent due to illness and is on an accepted disability claim, or in receipt of Workers' Compensation, the Company shall continue to pay both his/her Alberta Healthcare and Extended Health Benefits premiums, so that the employee shall be protected. The employee shall provide the Company with his/her share of the cost of the Alberta Healthcare Premiums. In the event the employee is in arrears of his/her portion, then:

a) the employee shall reimburse the Company and at no time be allowed to be more than three (3) months in arrears and;

b) when the employee returns to work or leaves the Company's employ, the Company shall deduct any amount the employee is in arrears from his/her current or future earnings.

The period of this coverage shall not exceed twelve (12) months, unless mutually agreed by the parties.

15.05 Employees who have an established STD/WI claim lasting longer than two (2) weeks, shall be entitled to be paid by the Company three (3) days at eight (8) hours per day to cover a portion of the waiting period.



#### ARTICLE NO. 16: PENSION SAVINGS PLAN

16.01 The Company shall make available to all employees, who have seniority, a pension savings plan. Employer contributions will be directed to a locked-in defined contribution pension plan and employee contributions will be directed to a Group RRSP. Company contributions will be three dollars (\$3.00) per hour for all hours worked.

This amount will increase to three dollars and twenty-five cents (\$3.25) effective April 1, 2024 and to three dollars and fifty cents (\$3.50) effective April 1, 2025.

#### ARTICLE NO. 17: INTERPRETATION and EXTENT

17.01 In the event that any word, phrase, sentence, or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence or Article shall be affected and this Collective Agreement shall be otherwise unaffected and shall continue in full force and effect.

#### ARTICLE NO. 18: TERM OF AGREEMENT

18.01 This agreement shall be in full force and effect as of the first (1<sup>st</sup>) day of April 2023 and continue in effect until the thirty first (31<sup>st</sup>) day of March 2026, and from year to year thereafter except as herein provided unless notice of intent to negotiate amendments or modifications is given in writing, by either party, not less than sixty (60) days and not more than one-hundred and twenty (120) days preceding the expiration of this Collective Agreement.

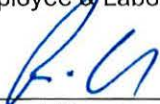
SIGNED THIS 25th DAY OF July, 2023

#### FOR THE COMPANY:

Calgary Precast  
Lafarge Western Canada  
A Division of Lafarge Canada Inc.,  
a member of Holcim



Susan Davison  
Employee & Labour Relations Manager



Richard Hiscox  
Calgary Precast & LAT

#### FOR THE UNION:

General Teamsters Local Union No. 362



John Worden  
Business Agent

LETTER OF UNDERSTANDING #1

**Between**      **CALGARY PRECAST OPERATION**  
**LAFARGE AGGREGATES, CONCRETE & ASPHALT**  
(Hereinafter referred to as the "Employer")

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

**Re:**            **Union-Industry Advancement Fund**

The Parties agree that the Teamsters Union-Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.

The Parties agree that the Union has informed the Company that the employees have agreed to have the Company make the following deduction from each employee's pay, and the Company agrees that it will deduct five cents (\$0.05) per straight time hour worked from all employees' wages, and will remit the amount monthly to the Local Union as employee contributions to the Union Industry Advancement Fund.

The Parties agree that payment of said funds shall be made to the Teamsters Local Union- Industry Advancement Fund by the fifteenth (15<sup>th</sup>) of the month following that to which they refer.

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


SIGNED THIS 25th DAY OF July, 2023

**FOR THE COMPANY:**

Calgary Precast  
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Susan Davison  
Employee & Labour Relations Manager



Richard Hiscox  
Calgary Precast & LAT

**FOR THE UNION:**

General Teamsters Local Union No. 362



John Worden  
Business Agent

## LETTER OF UNDERSTANDING #2

**Between**      **CALGARY PRECAST OPERATION**  
**LAFARGE AGGREGATES, CONCRETE & ASPHALT**  
(Hereinafter referred to as the "Employer")

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

**Re:**             **Accident Prevention & Safety Responsibility**

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

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

**1.      Company Responsibilities -**

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

**2.      Employee Responsibilities**

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

## LETTER OF UNDERSTANDING #2 (Continued)

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

### 3 Union Responsibilities

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

SIGNED THIS 25th DAY OF July, 2023

#### FOR THE COMPANY:

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Susan Davison  
Employee & Labour Relations Manager



Richard Hiscox  
Calgary Precast & LAT

#### FOR THE UNION:

General Teamsters Local Union No. 362



John Worden  
Business Agent

LETTER OF UNDERSTANDING #3

**Between**      **CALGARY PRECAST OPERATION**  
**LAFARGE AGGREGATES, CONCRETE & ASPHALT**  
(Hereinafter referred to as the "Employer")

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

**Re:**            **Alberta Health Care**

In the event the Government of Alberta determines a need for Alberta residents to pay premiums for Alberta Health Care, the Company is willing to negotiate the payment of the premiums, at any time during the life of this agreement.

SIGNED THIS 25th DAY OF July, 2023

**FOR THE COMPANY:**

Calgary Precast  
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Susan Davison  
Employee & Labour Relations Manager

**FOR THE UNION:**

General Teamsters Local Union No. 362



John Worden  
Business Agent



Richard Hiscox  
Calgary Precast & LAT

#### LETTER OF UNDERSTANDING #4

**Between**        **CALGARY PRECAST OPERATION**  
**LAFARGE AGGREGATES, CONCRETE & ASPHALT**  
(Hereinafter referred to as the "Employer")

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

**Re:**             **Article 6.02 & 6.03 Hours of Work & Overtime Pay**

Notwithstanding what is currently described in Article 6.02, in an effort to maximize productivity, efficiency and plant utilization where volumes permit, as an alternative the parties agree on a trial basis to establish 4 x 10 straight time hour shift schedules and/or 3 x 12 hour shift schedules. Unless otherwise agreed this new schedule will be available for the Company to implement as required during the term of this Agreement.

Whenever either of the schedules outlined in this Letter of Understanding are in effect, employees working on such shifts shall be paid two dollars (\$2.00) per hour in addition to their base hourly rate of pay outlined in Article 5 for all hours worked. Where the business reverts back to the hours of work outlined in Article 6, the base hourly rates of pay outlined in Article 5 shall apply.

#### Shifts:

There will be two different workweek schedule options with shifts as noted below:

Option 1: Two (2) 4 x 10 hour\* shifts:

- Sunday to Wednesday: ten (10) hours per day.
- Wednesday to Saturday: ten (10) hours per day.

Option 2: One (1) 4 x 10 hour\* shift and one (1) 3 x 12 hour shift\*\*:

- Tuesday to Friday: ten (10) hours per day.
- Saturday to Monday: twelve (12) hours per day.

\* Ten (10) hour shifts will be scheduled as 10.5 hour shifts to include a thirty (30) minute unpaid meal break.

\*\* Twelve (12) hour shifts will be scheduled as 12 hour shifts inclusive of the thirty (30) minute meal break; specifically the meal break will be paid.

#### Overtime:

Employees shall be paid one and one-half (1 ½) times his/her basic rate of pay for all hours worked in excess of ten (10) straight time hours in a day for employees on the 4 x 10 hour shift and in excess of twelve (12) hours for employees on the 3 x 12 hour shift rather than in excess of eight (8) hours straight time in a day.

Employees working on the Sunday to Wednesday shift or the Sunday to Tuesday shift shall be paid one and one half times (1.5x) the rate for all hours worked on Sunday.

#### Shift Premium:

Employees working on the Wednesday to Saturday shift shall be paid a premium of ten percent (10%) for all hours worked on Saturday.



## LETTER OF UNDERSTANDING #4 (Continued)

### Stat Holidays:

While on a 10-hour shift schedule, subject to Article 8:

- An employee, whose regular work day falls on the Statutory Holiday, shall be paid ten (10) hours for that Statutory Holiday if they do not work that day. Employees who work on the statutory holiday will be paid eight (8) hours in addition to the hours they actually work.
- An employee whose regular work day does not fall on the Statutory Holiday, because they do not get an additional day off, shall still be paid eight (8) hours for the Statutory Holiday.

While on a 12-hour shift schedule, subject to Article 8:

- An Employee, whose regular work day falls on the Statutory Holiday, shall be paid twelve (12) hours for that Statutory Holiday if they do not work that day. Employees who work on the Statutory Holiday will be paid eight (8) hours in addition to the hours they actually work.
- An employee whose regular work day does not fall on the Statutory Holiday, because they do not get an additional day off, shall still be paid eight (8) hours for the Statutory Holiday.

### Shift Scheduling/Assignment

Employees will be scheduled on either shift initially as follows:

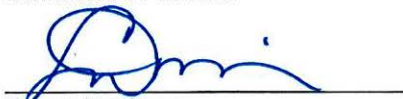
1. By way of volunteers to choose their preferred initial schedule.
2. Where there are not sufficient volunteers or there is an imbalance of skills; Remaining employees will be assigned on a mandatory rotation basis, starting with the most junior employee, providing they have the qualifications to do so.

The parties agree to review this Letter of Understanding in January of each year of the Agreement to determine if any changes are required.

SIGNED THIS 25th DAY OF July, 2023

#### **FOR THE COMPANY:**

Calgary Precast  
Lafarge Western Canada  
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Susan Davison  
Employee & Labour Relations Manager

#### **FOR THE UNION:**

General Teamsters Local Union No. 362



John Worden  
Business Agent



Richard Hiscox  
Calgary Precast & LAT

## LETTER OF UNDERSTANDING #5

**Between**      **CALGARY PRECAST OPERATION  
LAFARGE AGGREGATES, CONCRETE & ASPHALT  
(Hereinafter referred to as the "Employer")**

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

**Re:**              **Banked Overtime**

Effective January 1, 2024, the Parties agree to implement a Banked Overtime System which is outlined below:

- Banked overtime is to be used for the purpose of income smoothing and is not a mechanism to take additional vacation time. Employees who are required to take an unpaid day off work for personal reasons may draw from this account to make up for the lost pay for that time.
  - Requests for time off will be approved subject to Operational requirements following the normal approval procedure.
  - Absences from work will continue to be managed using the Company's Attendance Management Program (AMP) – employees who miss work and use their overtime bank to pay for the day will not be exempt from the AMP except where the day was requested off and approved by Management prior to the absence.
- Employees may choose to allocate hours to this account to be withdrawn at a later date at the equivalent dollar value.
- At the end of the shift an employee may allocate all or a portion of overtime hours worked that day to this account. Overtime hours allocated will be converted to a dollar value based on the applicable rate of pay at the time the hours are banked. Employees may allocate up to the equivalent or eighty (80) straight time hours. These hours can be replenished as they are used.
- Employees must make a written request to be paid from their account by the Wednesday preceding payroll cut-off. These payments will be made at the rate of pay in effect when the money is withdrawn and will be paid to the maximum value in the overtime bank at the time the money is withdrawn.
- Employees may continue to allocate hours/money into this account until November 30<sup>th</sup> of each year. Any money that remains in the account on December 1<sup>st</sup> of each year will be paid out on the following pay period.



LETTER OF UNDERSTANDING #5 (Continued)

SIGNED THIS 25th DAY OF July, 2023

**FOR THE COMPANY:**

Calgary Precast  
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Employee & Labour Relations Manager



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