

THIS AGREEMENT MADE THIS 1<sup>ST</sup> DAY OF JUNE, 2023

BETWEEN:

**EDMONTON METRO READY MIX OPERATION**  
**Edmonton, Nisku and Fort Saskatchewan**  
**Greater Edmonton Area Market**  
**Lafarge Western Canada Inc., A Division of Lafarge Canada Inc.**  
**(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, 2025**

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WITNESSETH that the Parties hereto agree as follows:

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

## **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 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.

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

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

The Union is recognized by the Company as the sole bargaining agent for its Employees within the classifications hereafter set forth, or from time to time added hereto, it being intended that the Union represent all Employees of the Company within the jurisdiction of the Teamsters Union. The Company shall not hereafter be obligated to deal with its Employees, either individually or in groups, as to matters within the purview of this Agreement, but shall deal only with the duly authorized Representative of the Union. The Alberta Labour Relations Board has issued Certificate Number 99-2017 that applies to this Collective Bargaining Agreement.

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

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

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

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

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

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

The Monthly Check-off List will reference;

- New Members: listed in alphabetical order with current address, postal code, date of hire;
- Terminations or resignations: must be clearly identified with current address, postal code, and date of termination or resignation;
- Address change to be updated as well as name changes (i.e. marriage.)

If an Employee works anytime during a month, the Company 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.

### ARTICLE NO. 3 - HOURS OF WORK

#### 3.1 a) **Daily Maximum**

Daily maximum Monday through Friday - eight (8) hours

#### b) **Overtime**

Monday through Friday:

- Over eight (8) hours - one and one-half times (1.5x) the regular rates of pay;
- Over twelve (12) hours - two times (2x) the regular rates of pay.

#### c) **Saturdays:**

- One and one-half times (1.5x) the regular rates of pay.
- Over eight (8) hours - two times (2x) the regular rates of pay.
- Where the Saturday coincides with a General Holiday falling on the preceding Friday or following Monday, Employees will be paid one and one half (1.5x) times for the first six (6) hours and two (2x) times the rate thereafter.

#### d) **General Holidays and Sundays - two times (2x) the regular rates of pay**

#### 3.2 **Lunch Period** - The Company may give a one-half (1/2) hour lunch period, without pay, on Company premises, starting on or after twelve noon (12:00 pm) and finishing on or before one pm (1:00 p.m.). The Employee will not be required to keep himself available for work during the lunch period, however if he agrees to return to work before his lunch period is completed, no deduction will be made for any part of the lunch period taken.

If an Employee is required to work twelve (12) or more hours in any shift, he shall be paid fifteen dollars (\$15.00) as a meal allowance, which shall be included on his/her regular paycheque.

#### 3.3 **Coffee Break** - The Company recognizes the need for a fifteen (15) minute coffee interval for Employees during the first and second half of any shift, to be taken on Company premises, where possible. The Company shall make coffee available to the Employees at no cost, at each plant. When an employee is required to work twelve (12) hours or more they shall be entitled to a third fifteen (15) minute coffee interval.

An employee wishing to take a coffee break is expected to contact dispatch over the radio and/or messaging system to make the request prior to returning to the plant. Where there is no response to this first request the employee is expected to make a second request upon arriving at the plant. Where there is no acknowledgment to the second request, the employee will be free to take the break immediately after parking their truck.

## Reporting

- 3.4 a) Employees instructed to report for duty, Monday through Sunday, shall be booked in immediately on so reporting, and shall be paid a minimum of four (4) hours at the applicable rate of pay if the Employee commences work, or two (2) hours at the applicable rate of pay if the Employee is unable to commence work.
- b) Employees who are instructed to report for duty (name posted on the call-in sheets) and later instructed not to report shall be paid one (1) hours pay provided that:
- i. They are not recalled to report within three (3) hours of their originally posted starting time, and
  - ii They keep themselves available for possible recall for two (2) hours after their originally posted starting time.
- c) The Company shall provide at least ten (10) hour break between shifts. To ensure an employee receives this break between shifts, the Company may send an employee home as required to achieve this. For clarity this language is not intended to preclude the Company from assigning additional overtime to the employee.

The parties understand that in rare circumstances this ten (10) hour break cannot be provided to the employee. However, under no circumstances shall the break be less than eight (8) hours; the Company will not permit an employee to start less than eight (8) hours after finishing work regardless of whether the employee feels fit or not.

Where the break will be greater than eight (8) hours but less than ten (10) hours, and the employee has declared they are fit to work with less than the ten (10) hour break, all hours worked on the next shift shall be paid at one and one-half (1 ½) times the applicable rate of pay until a ten (10) hour break is taken. Where an Employee is required to start later than their normal start time to ensure the break is taken and/or the Employee is fit for work, the Employee will be compensated for any regular hours from their normal starting time. Employees who are scheduled with a break greater than eight (8) hours but less than ten (10) hours, who determine that they will not be fit for duty for their scheduled start time, or any employee whose day is running longer than expected causing their break to be below eight (8) hours, must speak with the dispatcher prior to leaving work to confirm when the ten (10) hour break will be reached to set a new start time.

- 3.5 Weather permitting, the Company will not send home a senior Employee with less than eight (8) hours pay or work while a junior Employee continues to work, provided that a changeover in equipment can reasonably be made. However, the Company will endeavor to give the senior Employee the option to leave first, or continue to work.
- 3.6 The Company agrees to post shift starting times at all locations not later than 6:00 p.m. Monday through Thursday for work on the following day, and not later than 4:00 p.m. Friday for work on Saturday, and not later than 6:00 p.m. on Saturday for work on the following Monday (or Tuesday where Monday is a Statutory Holiday).

Where the starting times cannot be posted by the times noted above, the Company, prior to the deadline, will send an email to all employees advising that the list is going to be late, clearly noting the time the list will be posted. In addition the Company will provide a preliminary overview; at minimum confirming the time the first employee will be starting and the number of employees expected to be called in.

### 3.7 **Daily, Weekend, Out of Town & Special Projects**

#### **Daily Call-Out or Call Back**

Daily call-out or call-back, Monday through Saturday, will be on a seniority basis, with the senior Employees given first preference, subject to equipment requirements as determined by the Company.

#### **Weekend Call Out**

The Employer shall post a list each week for Employees to volunteer for work on Saturdays and Sundays. Employees who wish to work on the weekend must sign the list, no later than 12:00p.m. on the preceding Friday.

If there are an insufficient number of volunteers for weekend work, then mandatory call-out will commence in reverse seniority.

The Company will endeavor not to schedule mandatory work on Sundays generally, as well as on Saturdays and Sundays of "Long Weekends" where there is a General Holiday which is recognized preceding, or following the weekend.

#### **Out of Town Work/Special Projects**

Where required, the Company will post a volunteer list(s) for special projects and/or out of town work. Work will be allocated each day to those who volunteer on a seniority basis.

- 3.8 In accordance with the dispatch rules, Employees must keep themselves available for call until 9:30 a.m. Monday through Friday. Employees who have signed up to work on a weekend will be required to keep themselves available for call until 9:30 a.m. on Saturday and Sunday. Drivers interested in working for the day will return the call in within 5 minutes or Management will have the ability to call the next person on the list, in accordance with the dispatch rules.
- 3.9 Employees will be called out in line with the Driver Dispatch Rules. The Committee will meet at least semi-annually to review the rules and adjust as required. Any changes will be mutually agreed upon between the parties and will be communicated to employees prior to the changes going into effect.

## **ARTICLE NO. 4 - CLASSIFICATIONS AND RATES OF PAY**

- 4.1 The following classifications and corresponding rates shall apply:

<b>Classification</b>	<b>Current Rate</b>	<b>April 1, 2023*</b>	<b>October 1, 2023</b>	<b>April 1, 2024</b>	<b>October 1, 2024</b>
Mixer Driver	\$ 33.18	\$ 34.18	\$ 34.35	\$ 35.03	\$ 35.21
Trainees*	\$ 25.18	\$ 26.18	\$ 26.35	\$ 27.03	\$ 27.21

Wage increases are retroactive to April 1, 2023. Payment for retroactivity will be processed on the second (2nd) pay period following the date of ratification.

\*This rate will be paid during all periods where a new Employee is either in classroom training or is working with a trainer. Once an Employee has been signed off as a certified driver per the Company's Ready-Mix Driver Certification Program, such Employee will be paid the full Mixer Driver rate above.

**Driver Captains \*\*** – Employees who have been appointed Driver Captains by the Company, will be paid an additional fifty cents (\$0.50) per hour for every hour worked, while they hold this position.

**Driver Classroom QL1 Instructor \*\*** - Employees who are appointed as Instructors by the Company shall be paid an additional two dollars (\$2.00) per hour for each hour they are performing Classroom QL1 Instruction, Rollover Prevention and the SMITH Defensive Driving Course, or any additional material required by the Company. This premium does not compound for overtime. This premium will be paid to Driver Captains acting as Driver Classroom Instructors, over and above the hourly amount listed above. This premium will not be paid in addition to the Driver Trainer rate.

**Driver Trainers** \*\* - Employees who are appointed Driver Trainers by the Company, will be paid an additional eight dollars (\$8.00) per hour for each hour they are working as a trainer with a trainee, as required by the Company. This premium does not compound for overtime. This premium will be paid to Driver Captains acting as Driver Trainers, over and above the hourly amount listed above.

\*\* The decision to appoint or un-appoint Employees to any of these positions will be at the sole discretion of the Company. The Company can remove this title from an Employee at any time without recourse.

- 4.2 An afternoon shift differential of one dollar and fifty cents (\$1.50) per hour higher than the Employee's regular rate shall be paid to all Employees starting work between 1:00 p.m. and 6:59 p.m.

A night shift differential of two dollars and seventy-five cents (\$2.75) per hour higher than the Employee's regular rate shall be paid to all Employees starting work between 7:00 p.m. and 4:59 a.m. For clarification, any pour beginning between the above times shall be considered Night Shift regardless of frequency or length of time.

## **ARTICLE NO. 5 - ANNUAL VACATIONS**

- 5.1 Commencing with calendar year 1974, the years of service for the purpose of administration of vacation policy, shall be established as follows:

- a) Each consecutive 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.

Employees who are absent due to a compensable injury or illness shall be credited with up to a period of one (1) year of service for the purposes of vacation entitlement provided the Employee returns to his employment.

- 5.2 Effective January 1, 2002, vacation pay shall be accrued as follows:

- a) For the first (1<sup>st</sup>) to fifth (5<sup>th</sup>) years of service (inclusive), vacation pay shall be four percent (4%) of the Employee's gross earnings and two (2) weeks of vacation time.
- b) For the sixth (6<sup>th</sup>) to twelfth (12<sup>th</sup>) years of service (inclusive), vacation pay shall be six percent (6%) of the Employee's gross earnings and three (3) weeks of vacation time.
- c) For the thirteenth (13<sup>th</sup>) to twentieth (20<sup>th</sup>) years of service (inclusive) vacation pay shall be eight percent (8%) of the Employee's gross earnings and four (4) weeks of vacation time.
- d) For the twenty-first (21<sup>st</sup>) and subsequent years of service (inclusive) vacation pay shall be ten percent (10%) of the Employee's gross earnings and five (5) weeks of vacation time.

Employees will also be eligible to take an additional one (1) week of unpaid vacation between November 1st and May 31st of each year. Approval for this extra week will be subject to the normal vacation booking process.

- 5.3 Vacation pay accrued shall be paid out to the Employees as follows:

- a) When an Employee takes his vacation, he may, at his option, request payment of all or any part of the vacation pay accrued to the date of commencement of his vacation.
- b) At the end of each calendar year, all unused accrued vacation pay shall be paid out to the Employee.
- c) If an Employee terminates his/her employment with the Company at any time during the year, he/she shall be paid unused accrued vacation pay to the date of his/her termination.

- 5.4 The Company may stagger vacations in order to maintain continuity and efficiency in its operations. Preference shall be given to senior Employees as to choice of holiday time.



- 5.5 All Employees who request their vacation during the months of April 1 to September 30 of any year shall not be denied this request. Vacation lists shall be posted on December 1<sup>st</sup> of each year, and Employees shall designate their choice of vacation time before March 31<sup>st</sup>. If an Employee fails to designate his choice of vacation on such listing, while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final Vacation Schedule by May 1<sup>st</sup>, and it shall remain posted for the balance of the year.

Once posted, this vacation schedule will not be altered unless mutually agreed to between the Company and the Employee concerned. However the Company has the right to limit the number going on holidays at one time to ten percent (10%) of master seniority list and holidays shall be granted on a seniority basis.  
\*See LOU re Employees on Vacation % Increase Trial

- 5.6 Vacations shall be taken in minimum increments of one (1) calendar week\* at a time Sunday to Saturday in blocks of five (5) vacation days Monday to Friday. Note: The Sunday prior and Saturday following will be automatically included in the days off request unless otherwise agreed between the Company and the Employee.

One (1) week or five (5) single days may, at the Employees request and the Company's discretion, be taken as single or combined days (this amount can be increased at the Company's discretion.)

Where a General Holiday falls during a vacation block of five (5) days, such day may be deferred to be taken at a mutually agreed upon date. Where there is room in the vacation calendar, subject to 5.5 above, this day may be taken immediately before or immediately after the applicable vacation block.

Vacation booked in blocks of five (5) days during the annual vacation booking period, shall be considered before single days. Once the vacation booking period has ended all vacation requests, single or blocks will be considered on a first come first served basis.

#### ARTICLE NO. 6 – GENERAL HOLIDAYS

- 6.1 The eleven (11) paid General Holidays shall be:

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

Should the Government eliminate any one (1) or more of the above General Holidays (i.e. Family Day) the day(s) will revert back to a regular working day, and the rates to be paid will be at straight time.

Employees shall receive eight (8) hours pay at their regular classification rate for the General Holidays listed above. This provision shall not apply however, -

- a) If an Employee has been laid off, and is recalled back to work, and he works ten (10) days in the thirty (30) calendar day period prior to one (1) of the recognized General Holidays in this Agreement, or ten (10) days in the thirty (30) calendar day period following such General Holiday, he shall be entitled to that General Holiday with pay.

OR,

- b) Where the Employee has been absent from work without the consent of the Company on the Employee's last regular work day preceding, or the Employee's first regular work day following the General Holiday.

Should Employees be required to work on any of the above eleven (11) General Holidays, they will be paid at two (2) times their regular rate for hours worked.

- 6.2 No work shall be performed on Labour Day except where safety of life or property, make it necessary.

## ARTICLE NO. 7 - SHOP STEWARDS

- 7.1 There may be elected by the Employees such number of Shop Stewards as the Union may determine, who shall perform such functions as the Union may assign them, provided the duties of the Shop Stewards shall not conflict with their regular employment and duties with the Company. The Union also reserves the right to appoint Shop Stewards in the absence of an election. The Company shall not discriminate against the Shop Stewards.
- 7.2 The Union and its representatives shall not interfere with any Employee, or group of Employees, during working hours, without the consent of the proper official of the Company.
- 7.3 Unless specifically declined in writing, Employees must have a Union Shop Steward or where reasonable a Business Agent present during any disciplinary meeting(s) or such discipline will be null and void. In the event a Shop Steward or Business Agent is not available, another available Employee of the Employee's choosing may attend at the Employee's request.
- 7.4 The Business Agent, other Union official or Shop Steward will have the opportunity to address all new hires within the first (1<sup>st</sup>) month of employment. It is agreed that the time allotted will be not less than fifteen (15) minutes and will be at a time that is convenient for the Company.

## ARTICLE NO. 8 - PAYMENT CONDITIONS

- 8.1 All Employees covered by this Agreement shall be paid every second week on a Thursday or Friday, by direct deposit. The Company shall provide every Employee covered by this Agreement with a separate itemized statement complete in all details in respect of all wage payments made to such Employee. Such statement shall be provided to the Employees electronically.
- 8.2 Not more than six (6) days pay may be held back, making the pay period cut-off the Saturday prior to payday. If a paid Holiday falls within the hold back period, up to seven (7) days pay may be withheld.
- 8.3 The parties agree and understand that where an employee's time or pay needs to be changed, such adjustments will not be done without the employee being advised in writing.

## ARTICLE NO. 9 – SENIORITY

- 9.1 Seniority shall be based on the length of service an Employee has been on the payroll of the Company within this Bargaining Unit under this certification, subject to Section 9.5 of this Article. This clause does not apply to Employees gainfully employed at another regular job, or while they are on vacation. For the purpose of the administration of seniority provisions, seniority will be applied according to this Article and Letter of Understanding #2.
- 9.2 **Probationary Period**  
All newly hired Employees shall be considered as probationary Employees for the first one hundred and twenty (120) calendar days following the successful completion of the training period. Employees re-hired within twelve (12) months will not be required to serve the probationary period.
- 9.3 On completion of one hundred and twenty (120) calendar days following the successful completion of the training period, such Employees shall be entitled to all rights and privileges of this Agreement.
- 9.4 There shall be no responsibility on the part of the Company respecting employment of probationary Employees should they be laid off for lack of work, or discharged during the probationary period.
- 9.5 An Employee shall lose all seniority rights for any one or more of the following reasons:
- a) Voluntary resignation
  - b) Discharge for cause
  - c) Failure to return to work after layoff.

- 9.6 a) Seniority shall prevail in the event of layoff, with the junior Employee(s) being laid off first.
- b) The Company agrees to rehire laid off Employees on a seniority basis, commencing with the last Employee laid off. When recalling any Employee to work after being laid off, he/she shall be notified by the regular method of communication used for that Employee: phone, text and/or email. Where the Company is unable to reach an Employee using one of these methods; notification will be by registered mail, directed to the Employee's last known address, with a copy to the Union, and such Employee will be allowed seven (7) days to report to work.
- c) Any Employee who has been on lack of work layoff shall be removed from the Seniority List, and the Company shall be under no further obligation to such Employee as follows:
- Employees with less than five (5) years of service: after eight (8) months
  - Employees with five (5) years or more of service: after twelve (12) months
- 9.7 A list showing the seniority of each Employee shall be compiled, and kept posted on the bulletin board. This list shall be revised every four (4) months and sent to the Union. Any errors shall be reported to the Shop Steward for correction within thirty (30) days after posting of such list.

#### **ARTICLE NO. 10 – LEAVE OF ABSENCE**

- 10.1 Any Employee with a minimum of one (1) year seniority with the Company may request a Leave of Absence. Such Leave of Absence for any reason other than ill health, shall be in writing and agreed upon by the Company, the Union, and the Employee concerned, and will consist of a maximum of sixty (60) days. Any extension of a Leave of Absence over the initial period granted shall also be in writing and agreed upon by the Company, the Union and the Employee concerned.
- 10.2 The Company will grant to any Employee requested by the Union official, Leave of Absence, without pay, for the purpose of attending Union conventions or Union business for such period of time as may be reasonable in the circumstances, provided that such Employee gives seven (7) days notice of his desire for Leave of Absence, and that such Leave will not interfere with the efficient operation of the Company's work. Such leave requests will not be unreasonably withheld.
- 10.3 When an Employee within the Bargaining Unit covered by this Agreement receives Leave of Absence to take a position within the Company which is beyond the sphere of the Bargaining Unit, he may retain his seniority for a maximum of one (1) year within the former unit. At the end of this period of one (1) year, the Employee must exercise his/her seniority rights by returning to his/her former unit for a period of one hundred and twenty (120) days, or such shorter time as may be approved by the Union, or relinquish all seniority rights.
- 10.4 **Union Position Leave of Absence**  
An Employee who is hired by the Local Union will be granted an unpaid Leave of Absence from the Company for a period not to exceed three hundred and sixty five (365) calendar days. The Employee will continue to accrue seniority during such Leave. At the expiration of the three hundred and sixty-five (365) calendar days, the Employee must return to his/her former position or relinquish all seniority rights with the Company.
- 10.5 **Seasonal Leave of Absence**  
Any Employee who has been employed by the Company for a minimum of thirty (30) calendar days and is working less than thirty-two (32) hours a week for at least three (3) consecutive weeks, between November 1 and March 31, may be granted upon request a Leave of Absence, and such request will not be unreasonably withheld by the Company, providing the Leave of Absence is taken between November 1 and March 31. Employees who have been granted a Leave of Absence may return to work earlier than the original agreed upon date; however during that time they will be at the bottom of the seniority list until the earlier of their scheduled return date or April 1<sup>st</sup>.

10.6 **Seasonal Layoff/Records of Employment**

Effective November 1<sup>st</sup> to March 31<sup>st</sup>, any Employee may request a seasonal layoff in place of a junior Employee, subject to management approval. Requests will be evaluated on an individual basis. Employees who are laid off are expected to keep the Company informed about their availability to work during the layoff period. If an Employee secures alternate employment they must advise the Company. Where the Company has a requirement for a laid off Employee to work, as much notice as possible shall be provided and where reasonable reasons not to work are given the Employee will not be expected to work. Employees who have taken a seasonal layoff in lieu of junior Employee may work during the layoff however during that time they will be at the bottom of the seniority list until the earlier of their scheduled return date or April 1<sup>st</sup>.

Where an Employee has reduced hours but is not laid off, the Company if requested will generate a Record of Employment (ROE) for any Employee who does not have work for seven (7) consecutive days or who has worked less than thirty-two (32) hours for at least two (2) weeks, to allow such Employee to file for Employment Insurance (EI).

10.7 **Bargaining Committee**

The Company recognizes the need for a Union Bargaining Committee, a portion of which consists of Bargaining Unit Employees. Such Employees will be permitted to attend negotiations, without loss of pay and benefit for all sessions scheduled and attended with Management. The Union Bargaining Committee will consist of at least two (2) Bargaining Unit Employees. The Union may request additional Employees to be on the Committee and the Company will consider such request based on the circumstances at the time. The Parties agree that they will notify the other in writing of the names of Committee Members with as much notice as possible. It is understood that Committee Members will be comprised of Unionized Members, who are voted on each contract renewal process through the proposal meeting, by the Membership.

**ARTICLE NO. 11 – APPROVED LEAVES**

11.1 **Bereavement Leave**

Employees who have completed thirty (30) calendar days of service with the Company will be entitled to:

- a) A unpaid leave as required by the Employee to ensure they are emotionally able to return to work safely.
- b) Employees will be compensated for up to eight (8) hours per day up to a maximum of three (3) regularly scheduled days for Bereavement Leave following the death of an immediate family Member. Except in rare extenuating circumstances, this entitlement will be available for a maximum of three (3) weeks following the death of the family Member. Where an employee is deferring any or all of the above noted paid bereavement days, the employee must advise management of their intentions with respect to the dates they will be used with as much notice as possible.

Where an Employee is required to travel beyond five hundred (500) km from Edmonton City Limits to attend the funeral of a family Member covered in this Section, an additional eight (8) hours may be paid to the Employee.

For the purpose 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, or as further defined by the Federal Code. Where the Alberta Employment Standards Code provides for Bereavement, such language will apply in place of the Federal Code.

- c) One (1) day paid Bereavement Leave to attend the funeral of the Employee's spouse's grandparents.

The paid Bereavement shall only include time lost from his/her regular schedule to a maximum of eight (8) hours per day.

11.2 **Company Witness**

Any regular full-time Employee who attends court or any other legal hearing to give evidence as a witness on behalf of the Company will be reimbursed by the Company for the difference between the pay received for witness attendance and the Employee's regular straight time hourly rate of pay for the Employee's regularly scheduled hours of work. This clause will have no application for an Employee on Workers Compensation, or as otherwise covered 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.

11.3 **Jury Duty**

Any Employee who is required to perform Jury Duty on a day or on days which he would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day and forty (40) per week less pay received for Jury Duty. The Employee will be required to furnish proof of Jury Service and Jury Duty pay received thereof.

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.

11.4 **Single Day off requests:**

Employees requiring a day off, for reasons other than vacation, are required to provide the Company with a minimum of two (2) weeks' notice and such request must be in writing. The Company will respond to such requests within forty-eight (48) hours. Any request that has not been approved or denied within this timeframe will be deemed to be approved. Employee requests made with less than two (2) weeks' notice may be considered at Management's discretion.

11.5 **Special Medical Leave/Days off**

Single Day off request process applies however special consideration will be given in the event of short notice due to unexpected earlier specialist appointments or emergency appointments. Evidence of appointment may be required.

11.6 **Marriage Leave**

The Company may grant, upon written request, up to five (5) consecutive unpaid days off for an Employee to attend his own wedding. This leave would be in addition to those permitted off per Article 5.5. The Company may require the Employee to provide evidence of the marriage and further may require the Employee to use vacation time. Reasonable requests will be approved on a case by case first come first served basis. These requests must be made with at least six (6) months' notice to be considered.

**ARTICLE NO. 12 – MANAGEMENT**

12.1 The Union recognizes the right of the Company to manage and direct the Company's business in all respects, in accordance with its commitments, and to alter from time to time the rules and regulations to be observed by the Employees, which rules and regulations shall not be inconsistent with this Agreement. Management shall exercise its rights in a fair and non-discriminatory manner.

12.2 It is also agreed that Employees shall only be disciplined, demoted or discharged for proper cause, and all discharged Employees shall have the reason(s) for their termination in writing.

12.3 An Employee shall receive a copy of any discipline placed on his/her file. A copy will be sent to the Union office. Investigation and disposition of an incident will be done by the Company within five (5) working days. Upon completion of the investigation, any resulting disciplinary action will be taken immediately, excluding weekends and statutory holidays. The Company and the Union may extend the above time-lines by mutual consent. Such agreement will not be unreasonably withheld.

12.4 When employees are disciplined in writing or verbally, the discipline will be recorded in their employee personnel file for future reference.

Where the discipline is a verbal or written warning the employee's file shall not be referred to if the last warning was dated more than twelve (12) months prior to the date of the current matter where discipline is being considered and no further discipline has been issued during that time.

Where the discipline is a suspension, the employee's file shall not be referred to if the suspension was dated more than twenty-four (24) months prior to the date of the current matter where discipline is being considered and no further discipline has been issued during that time.

In other words, all employees in the bargaining unit should have a clean record provided there is no cause for discipline for a period of twelve (12) months or two (2) years depending on the nature of the last discipline received.

#### **ARTICLE NO. 13 – GENERAL**

13.1 The Company shall not require an Employee to drive any vehicle not equipped with the safety appliances required by the law, or any vehicle not in safe operating condition, but this clause will not affect the immunities of the Company under the Occupational Health and Safety Act.

13.2 **Medical Exams**

Any Company or Government requested physical or medical examination (including those required to renew a Class 1 license) shall be promptly complied with by all Employees, provided however that the Company shall pay for all such physical or medical examinations, and for any time lost as a result thereof during his/her regular working hours.

13.3 **Class 1 Licensing**

Employees who are required to take time off for the purpose of driving or other tests for obtaining or renewing licenses, may do so only at Company convenience, and after providing seven (7) days notice to the Company. In this instance, the Company shall provide, when necessary, equipment appropriate to the test to be taken, and will pay for time lost at regular rates of pay.

In the event the Company requires a driver to obtain or use a Class 1 license, the driver will be reimbursed as outlined in Article 13.2.

13.4 The Company must inform all Superintendents and Foremen to abide by the rules of this Agreement

13.5 At no time will a Foreman take a Bargaining Unit Employee's position.

13.6 **Facilities**

The Company agrees to maintain clean, sanitary washrooms and toilet facilities at its main plant, and washroom toilet facilities and lunchroom at all other plants, provided that Employees do not abuse the facilities and do their part to maintain the facility.

13.7 At no time will an Employee, not covered by this Agreement, take an hourly classified Employee's position, except if Company drivers are not available.

13.8 Truck drivers shall not leave their mixer trucks and do other duties while the truck is in operation away from the Plant site.

**13.9 Safety Footwear**

All Employees shall receive a maximum Safety Footwear Allowance of two hundred and twenty-five dollars (\$225.00) each calendar year. To receive this benefit, the Employee must submit an original receipt within the calendar year, clearly describing the safety footwear. The Company will reimburse the Employee based on the receipt, to the maximum amount. In order to receive the footwear allowance, an Employee must work one thousand (1000) hours from the time he is employed by the Company, or from the time the Employee received his last allowance.

Drivers are allowed to carry-over one (1) years worth of boot allowance and purchase boots every other year for double the allowance (with receipt). An employee may elect to spend a portion of this allowance on safety footwear related items other than actual boots, examples include but are not limited to: laces, insoles, socks, resoling.

New Employees will be entitled to one-half (1/2) of the Safety Footwear Allowance following completion of their probationary period.

13.10 Employees who are injured on the job and are no longer able to perform their remaining duties for the day, will be compensated up to eight (8) hours of pay for the day.

13.11 When new equipment and/or technology is introduced by the Company which affects the daily duties for an employee, the Company will provide all necessary training required to use it. The Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of the employees to whom this collective agreement applies.

**ARTICLE NO. 14 - WORK IN OTHER JURISDICTIONS.**

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

**ARTICLE NO. 15 - HEALTH & WELFARE**

15.1 The Company shall provide the Prairie Teamsters Health and Welfare Plan to all Members of the Union, and eligible dependents coming under the jurisdiction of this Agreement.

15.2 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.

15.3 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.

15.4 It will be the responsibility of the Company to ensure that all eligible Employees are enrolled in the Prairie Teamsters Health and Welfare Plan, and for making premium remittances on their behalf Premium remittances shall be submitted to the Plan Administrator no later than the fifteenth (15<sup>th</sup>) 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.

15.5 It shall be the responsibility of the Union to supply all necessary enrollment and claim forms to the Company, and it shall be the responsibility of the Company to forward all enrollment and claims forms completed by the Employees to the Plan Administrator.

- 15.6 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.

- 15.7 Medical, surgical and Obstetrical coverage in accordance with the Standard Plan of Service provided by Medicare in the Province in which the Employee is domiciled.

- 15.8 The cost of the Health Insurance Plan shall be paid by the Company and the Employees as follows:

The Company will pay a maximum of three hundred and five dollars (\$305.00) per month per eligible Employee for the Prairie Teamsters Health and Welfare Plan and Employees will pay the remainder through payroll deduction. The employee portion shall be the amount equivalent to the short term disability premiums as communicated to the Employer by the Prairie Teamsters Health & Welfare Administrator no later than November 15th of the year prior to the applicable year.

Where there is an increase to the total monthly cost of the plan during the term of this agreement, the Company will pay the amount of the increase to ensure the employee contribution does not exceed ninety-five dollars (\$95.00) per employee per month or the equivalent amount of the short term disability premium where the premium exceeds ninety-five dollars (\$95.00).

15.9 **Layoff Coverage**

Employees who are laid off may arrange with the Company, at their own expense, to remit the full cost of premiums to provide the Employee with Life Insurance, Accidental Death and Dismemberment Insurance, and extended health benefits, for the period of layoff. This provision does not provide for the continuation of the Weekly Income, Long Term Disability or Dental Plan.

Employees who elect layoff coverage must pay the Company one hundred percent (100%) of the required premiums in advance. Should the Employee fail to remit the required premium payment in advance for any month of coverage, then the Employee's coverage will be discontinued for the balance of the layoff period. This provision shall continue for a maximum of six (6) months, or until the Employee is recalled, or returns to active employment with another Company and is eligible for benefit coverage with that Company, whichever occurs first. Employees who do not take this coverage at the time of layoff will not be eligible for layoff coverage at a later date during the period of layoff.

15.10 **Medical Leave Coverage**

Employees who are off work due to illness, and qualify for short-term disability insurance, or are in receipt of Workers' Compensation benefits, may arrange with the Company to continue their benefits plan during the period of disability. The cost of the premiums will be split between the Employee and the Company as per Article 15(H).

The Company shall make premium remittances on behalf of the Employee for the duration of the illness, and the Employee shall reimburse the Company for his/her share of the premiums such that the Employee is at no time more than five (5) months in arrears.

In the event that the Employee returns to work and has an outstanding balance with the Company, then the outstanding amount shall be deducted from the Employee's payroll over a period agreed to by the Employee and the Company.

Any Employee who fails to follow these procedures will have their coverage discontinued immediately. In the event that an Employee does not return to work, or neglects to remit the required premiums, then the Union shall reimburse the Company for any outstanding balance.

Employees who are off work due to illness, and qualify for short-term



## ARTICLE NO. 16 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided in this Article, unless otherwise expressly provided in this Agreement.

The procedure for such adjustment and settlements shall be as follows:

All Policy Grievances and Terminations shall not be subject to Steps 1 and 2 and shall immediately be moved to Step 3. All timelines referenced below may be extended by mutual agreement of the parties.

**STEP 1 -** Any grievance of an Employee shall first be taken up between such Employee and the Supervisor, however the Employee may attend with a Shop Steward, Business Agent or other available Union Member of their Choosing.

Time limit to institute a grievance -

- termination or layoff - five (5) working days, excluding weekends
- all others - fourteen (14) working days, excluding weekends

**STEP 2 -** Failing settlement under Step 1 within five (5) business days, such grievance and any question, dispute or controversy that is not of the kind that is subject to Step 1 shall be reduced to writing and referred to and taken up between another Bargaining Representative of the Union, or Shop Steward, and the Company within thirty (30) days of the occurrence of the grievance.

The written grievance shall state specific nature of the occurrence giving rise to the grievance, the Sections of the Agreement claimed to have been violated, and relief sought.

**STEP 3 -** Failing settlement under Step 2, the matter will be taken up between the Secretary-Treasurer and/or up to two (2) Union other Bargaining Representatives selected by the Union, and the Employee & Labour Relations Manager/Director and/or the General Manager or other Company Representatives authorized by the Company.

**STEP 3A -** Failing settlement under Step 3, the parties may mutually agree to file an application with the Alberta Labour Relations Board, seeking assistance of a Mediator or utilize the Canadian Joint Grievance Panel (CJGP) to deal with the grievance. The cost of the grievance mediation or CJGP shall be shared equally between the parties.

**STEP 4 -** Failing settlement under Step 3A, the matter will be referred to an agreed-upon neutral Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral Arbitrator, Labour Relations Board will be requested to appoint a neutral Arbitrator.

The Arbitrator's decision will be final and binding. The cost of the Arbitrator will be borne equally by the Union and the Company.

16.1 If either the Company or the Union desires to submit a grievance against the other, it will do so in writing directed to the other party. Notice of the grievance shall be mailed or emailed within fourteen (14) days of becoming aware of the occurrence of the event upon which the grievance is based. The notice of grievance shall state the specific nature of the occurrence giving rise to the grievance, the Section or Sections of the Agreement claimed to have been violated, and the relief sought. The Union and the Company shall meet within five (5) days of receipt of notice of the grievance. If no satisfactory solution is reached at this meeting, then the grievance may be referred as hereinbefore provided. It is agreed that the Company and Union may extend these timelines upon mutual agreement.

16.2 The right of the Union to submit a grievance shall be limited to those circumstances that cannot be properly handled by a specific Employee or group of Employees.

#### ARTICLE NO. 17 - PICKET LINES

It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of his/her duties to refuse to cross a legal picket line.

#### ARTICLE NO. 18 - PENSION PLAN

18.1 The Company shall pay four dollars and eighty cents (\$4.80) per hour for each hour worked by each Employee, into the Teamsters Pension Fund.

This amount shall increase to five dollars (\$5.00) effective January 1, 2024.

18.2 The Company will continue to remit pension contributions to the Teamsters Prairie Provinces Pension Plan (T4P) for an employee only until December 31st of the year in which the employee turns seventy-one (71) years of age.

Effective January 1st of the year following the date the employee attains seventy-one (71) years of age, all pension contributions will be paid to the Employee as a lump sum on the second (2nd) pay period of each year for the year prior, subject to applicable statutory deductions. This amount shall not be deemed to be wages and is therefore not be used for vacation pay calculations or any other compensation which would normally be calculated on wages.

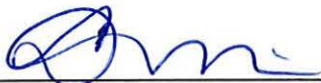
#### ARTICLE NO. 19 - EFFECTIVE DATE and DURATION OF AGREEMENT

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 2025, and from year to year thereafter until terminated by either Party giving the other Party sixty (60) days notice in writing, prior to the thirty first (31<sup>st</sup>) day of March 2023, or the thirty-first (31<sup>st</sup>) day of March in any year thereafter.

SIGNED THIS 2<sup>nd</sup> DAY OF August, 2023

**ON BEHALF OF THE COMPANY:**

Lafarge Aggregates and Concrete  
A Division of Lafarge Canada Inc.  
Edmonton Metro Ready Mix Operation



Susan Davison  
Employee & Labour Relations Manager, WCAN

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362



Gary Hulowski, Business Agent

Joe Rotella,  
General Manager, GEA Ready-Mix

## LETTER OF UNDERSTANDING # 1

**BETWEEN: LAFARGE CANADA INC.**  
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)  
(hereinafter referred to as "The Company")

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

**RE: DISPATCH RULES**

The Company and the Union agree to the following:

### **Monday through Friday:**

- a. There is one (1) Master Seniority list for all employees in the bargaining unit. This list is to be utilized when there are plant closures, partial maintenance days and/or layoffs due to lack of work.
- b. There is one (1) Home Location Seniority list for each location which will be used for call in purposes only. The Home Locations are:

Fort Saskatchewan, Nisku, Winterburn, Stadium and Petroway.

- c. All employees are required to work at their Home Location, provided work is available at the Home Location and/or the plant is operating that day, in which case the Home Location Seniority list will apply for Call-in's.
- d. Where there is no work available at an employee's Home Location and/or the plant is not operating that day (includes partial maintenance day – ie plant down in the morning), the Master Seniority list is to be utilized for Call-in purposes for work available at those locations which are operating. To avoid misunderstanding about this clause, the parties agree that for the purposes of the daily Call-in, an employee's position on the Master Seniority list can be used to displace another employee at a different Home Location provided there is no work available for that employee at his/her Home Location.
  - i. "Work available" means the employee and their assigned truck are required that day as determined by the Company. Where the employee is required based on seniority that day, but their assigned truck is not, the employee will be scheduled to start out of another plant and will operate a different truck at the Operating location following the senior may junior must principle.
  - ii. "Operating" means the plant is batching concrete on that day.
- e. Drivers only have the ability to transfer to or from any of the Home Locations covered by the current Collective Agreement where there is a vacancy or if the Employer allocates more equipment to that location.
- f. Drivers have the option not to work on any day that dispatch determines they do not need all available drivers ("Driver Pass"). Available drivers include any laid off driver who has advised they are available for work that day. Should the available work for any given day allow for Driver Passes, passes will be offered on a seniority basis.

However, the number of offered passes shall not exceed a number of available drivers so as to require the need to call in a driver who is on layoff who has not advised that they are available to work. Unavailable layoff drivers shall only be offered the opportunity to work when the available work exceeds the available drivers and all available drivers are already working.

## LETTER OF UNDERSTANDING # 1 (Continued)

### Saturday and Sunday

1. When signing up for weekend work, employees are required to initialize the weekend signup sheet confirming that they are willing to work. Special requests are to be entered on the appropriate space on the weekend signup sheet (eg. only from 'home plant', assigned truck only or later start time). Special requests will be considered and granted where reasonable.
2. If a driver signs up for weekend work, they will be expected to remain at work until they are no longer needed. Employees may declare at the start of their shift they would like early off. Dispatch will do their best to accommodate requests to be off early based on seniority and timing of the requests (to be clear "off by" requests cannot be guaranteed)
3. In the event dispatch determines there are not enough volunteers, drivers will be forced into work following reverse seniority. Where an employee is forced into work, the most senior forced-in driver will be the first employee given the option to go home. Dispatch will continue to offer the option to go home to the forced-in drivers in order of seniority until the most junior forced-in driver has been provided the option.

### Out of Town Work/Special Projects

Where Out of Town Work or Special Projects require support from the Edmonton Metro Ready-Mix bargaining unit, the Company will advise the Dispatch Rules Committee who will meet to establish communication tools and a process for employees to volunteer for the work. Once a plan has been created and is agreed to by the Committee, the Company and the Union will review and implement once the plan has been mutually agreed.

### RE Article 3.8 – Availability until 9:30am

Where dispatch does not have start times for all drivers when the start time list is posted at 6pm, the Company will identify employees who will be considered on will-call.

- Although will-call employees do not have a start time the night before, they are expected to remain available to receive a start time until 9:30am. Will-call employees who are called before 9:30am and are provided with a start time for that day will be paid for all hours they work. Will-call employees who are not provided a start time for the day by 9:30am will get two (2) hours pay guaranteed. Note: Where a start time is provided after 9:30am and the employee accepts the work, the guarantee will not be paid in addition to the hours worked.
- Employees who either do not have a start time or are not assigned as will-call, are free to do what they want the next day; meaning if these employees are offered work that day, they can accept or decline the work without recourse.
  - Employees always have the option to call dispatch in the morning to inquire if there is any possibility of them being called in for that day.
- Employees on will-call will not normally be called before 7:30am to be provided with a start time for that day.
- Where there is an emergency (i.e. employee(s) call in sick) will-call employees may be called prior to 7:30am and the Company will follow the five (5) minute call back principle starting with the will-call employees. Any will-call employee who does not call back within the five (5) minutes and/or is bypassed for the emergency coverage will be scheduled as per normal will-call scheduling.
  - Where a will-call employee doesn't call back within five (5) minutes, prior to moving on to the unscheduled employees as noted below, the Company will call the employee a second (2<sup>nd</sup>) time and the employee will have five (5) more minutes to call back.

## LETTER OF UNDERSTANDING # 1 (Continued)

- Where necessary to ensure sufficient driver coverage, the Company may call the remainder of the unscheduled employees to offer them work for that day.

The Parties agree that the Dispatch Committee will meet when requested by either party, within thirty (30) days of the request or as mutually agreed, to review any issues with the rules contained in this document and will recommend changes as required. Any recommended changes will be reviewed and agreed to by the Parties prior to being communicated to the membership. No changes will be implemented prior to communicating with employees.

The most current version of the dispatch rules will be posted at all plants. Where changes are agreed to by the Dispatch Committee, the new version will be posted within two (2) weeks of such agreement.

SIGNED THIS 2<sup>nd</sup> DAY OF August, 2023

**ON BEHALF OF THE COMPANY:**

Lafarge Aggregates and Concrete  
A Division of Lafarge Canada Inc.  
Edmonton Metro Ready Mix Operation




Susan Davison  
Employee & Labour Relations Manager, WCAN

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362



Gary Hulowski Business Agent



Joe Rotella,  
General Manager, GEA Ready-Mix

LETTER OF UNDERSTANDING # 2

**BETWEEN:** LAFARGE CANADA INC.  
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)  
(hereinafter referred to as "The Company")

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

**RE:** MENTAL HEALTH AWARENESS

The Company and the Union agree that Mental Health education is important for all parties. To that end the Company has agreed to contribute to the cost of the CMHA "Safe and Sound" seminars in exchange for both Bargaining Unit and Management Employees attending such seminars. The contributions made by the Company for seminars in the Edmonton/Northern Alberta area shall not exceed one-thousand five hundred dollars (\$1,500.00) every two (2) years.

SIGNED THIS 2<sup>nd</sup> DAY OF August, 2023

**ON BEHALF OF THE COMPANY:**  
Lafarge Aggregates and Concrete  
A Division of Lafarge Canada Inc.  
Edmonton Metro Ready Mix Operation



Susan Davison  
Employee & Labour Relations Manager, WCAN

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



Gary Hulowski, Business Agent

Joe Rotella,  
General Manager, GEA Ready-Mix



LETTER OF UNDERSTANDING # 3

**BETWEEN:** LAFARGE CANADA INC.  
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)  
(hereinafter referred to as "The Company")

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

**RE:** TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

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

The Company shall make contributions of five cents (\$0.05) per straight time hour worked to the Teamsters Advancement Fund.

Payment of such funds shall be remitted to the General Teamsters Local Union No. 362 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 Local Union.

This Letter of Understanding will expire on March 31, 2025.

SIGNED THIS 2<sup>nd</sup> DAY OF August, 2023

**ON BEHALF OF THE COMPANY:**

Lafarge Aggregates and Concrete  
A Division of Lafarge Canada Inc.  
Edmonton Metro Ready Mix Operation



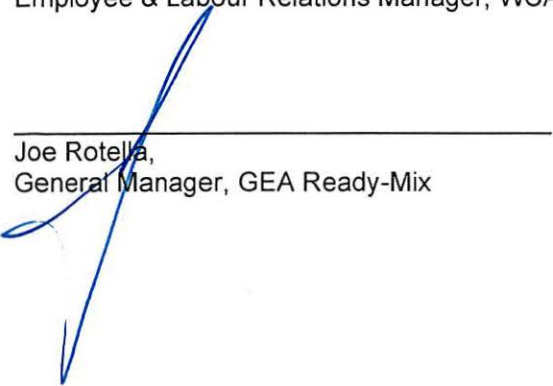
Susan Davison  
Employee & Labour Relations Manager, WCAN

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362



Gary Hulowski, Business Agent



Joe Rotella,  
General Manager, GEA Ready-Mix

## LETTER OF UNDERSTANDING #4

**BETWEEN: LAFARGE CANADA INC.**  
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)  
(hereinafter referred to as "The Company")

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

**RE: BANKED OVERTIME**

The parties agree to the following which will outline the Banked Overtime system.

Banked overtime is to be used for the purpose of income smoothing and is not a mechanism to get additional vacation time. Employees who are required to take an unpaid day off for personal reasons may use this account to make up for the lost pay for that day. Time off requests will follow the normal approval procedure.

Banked overtime is a system of exchanging overtime pay for time off with pay, and is available to any employee to be taken at their discretion. Employees may choose to allocate overtime hours to this account to be withdrawn at a later date.

At the end of his/her shift, an employee may allocate all or a portion of overtime hours worked that day to this account.

- Overtime hours allocated to the overtime bank will be converted to a dollar value based on the applicable rate of pay at the time the overtime is banked.
- Employees may allocate up to an equivalent maximum of forty (40) straight time hours and at no time will the overtime bank exceed forty (40) hours.
- Employees may replenish the forty (40) hours once used one (1) time, to a maximum of eighty (80) total hours banked and/or used for the year. Once used, the hours cannot be replenished within the calendar year.

Employees must make a written request to be paid from their account by the Wednesday preceding payroll cutoff. These payments will be made at the rate of pay in effect when the money is withdrawn. Payment shall not exceed the value of the bank at the time the request is made, therefore the number of hours paid out may be fewer than the hours banked. Employees may elect to have their balance paid out at the end of the year or carry over the balance to the following year.

This Letter of Understanding will be reviewed during the term of this Collective Agreement and may be amended, subject to agreement between the parties.


SIGNED THIS 2nd DAY OF August, 2023

**ON BEHALF OF THE COMPANY:**  
Lafarge Aggregates and Concrete  
A Division of Lafarge Canada Inc.  
Edmonton Metro Ready Mix Operation

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

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

  
\_\_\_\_\_  
Gary Hulowski, Business Agent

  
\_\_\_\_\_  
Joe Rotella  
General Manager, GEA Ready-Mix



## LETTER OF UNDERSTANDING #5

**BETWEEN:** **LAFARGE CANADA INC.**  
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)  
(hereinafter referred to as "The Company")

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

**RE:** **ARTICLE 2.1**

The Company understands the interests of the bargaining unit to ensure that work within the Greater Edmonton area is first allocated to the members of the bargaining unit.

Therefore, the Company will endeavor to prioritize bargaining unit drivers when allocating work in the greater Edmonton area and will agree to the following with respect to the usage of Morinville Ready-Mix Drivers:


Morinville drivers may be utilized in the greater Edmonton area only under the following conditions:


- a. A Morinville driver who has loaded first out of the Morinville plant, may deliver up to a maximum of one (1) load originating from an Edmonton area plant and then must return to Morinville for the next load.
- b. Where the Morinville plant has a mechanical failure and therefore cannot produce concrete, Morinville drivers who have commenced work at the Morinville plant may pick up in the greater Edmonton area and deliver to customers outside the greater Edmonton area as required.

Where all bargaining unit members have been provided an opportunity to work that day the above restrictions shall not apply.

SIGNED THIS 2<sup>nd</sup> DAY OF August, 2023

**ON BEHALF OF THE COMPANY:**  
Lafarge Aggregates and Concrete  
A Division of Lafarge Canada Inc.  
Edmonton Metro Ready Mix Operation

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

  
\_\_\_\_\_  
Joe Rotella  
General Manager, GEA Ready-Mix

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

  
\_\_\_\_\_  
Gary Hulowski, Business Agent

LETTER OF UNDERSTANDING # 6

**BETWEEN:** LAFARGE CANADA INC.  
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)  
(hereinafter referred to as "The Company")

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


**RE:** ARTICLE 3.4 c) "BREAK BETWEEN SHIFTS "OVERTIME RATE"


The Company and the Union agree to the following interpretation with respect to the rate of pay which applies in the event a ten (10) hour break is not provided as outlined in ARTICLE NO. 3.4 c):

- For work performed on Monday through Friday: all hours worked until a ten (10) hour break has been provided will be paid as follows:
  - Where the applicable rate would normally be straight time or one and one half times (1.5x) the rate, all hours worked will be paid at one and one half times (1.5x) the base hourly rate.
  - Where the applicable rate would normally be two times (2x) the rate, all hours worked will be paid at two times (2x) the base hourly rate.
- For work performed on Saturday, where the applicable rate would normally be one and one half times (1.5x) or two times (2x) the rate, all hours worked until a ten (10) hour break has been provided will be paid at two times (2x) the base hourly rate.
- In the rare event where this occurs on a Sunday the Parties will meet to discuss the appropriate rate.

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Susan Davison  
Employee & Labour Relations Manager, WCAN

  
\_\_\_\_\_  
Joe Rotella,  
General Manager, GEA Ready-Mix

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

  
\_\_\_\_\_  
Gary Hulowski, Business Agent

## LETTER OF UNDERSTANDING # 7

**BETWEEN:** LAFARGE CANADA INC.  
Edmonton Metro Ready Mix Operation (Edmonton, Nisku and Fort Saskatchewan)  
(hereinafter referred to as "The Company")

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

**RE:** SPECIAL EQUIPMENT ALLOCATION, PREMIUM AND TRAINING

The parties agree that in circumstances where employees are required to operate special equipment on a trial basis for the Company, including but not limited to the proprietary E-Drive System, seniority rights may need to be conceded to allow the special equipment to remain operational during the trial period; this means the employee operating the special equipment may be called in prior to more senior employees and may be called in when more senior employees are not called in. However these occurrences are limited only to when the special equipment needs to be operated. In these situations grievances will not be accepted. Where it is known prior to setting the call in list that the employee will not be required to operate the special equipment the following day, regular call in rules shall apply; concerns in these situations will be handled through the grievance procedure.

In order to ensure all employees have the opportunity to take on this new responsibility of operating the special equipment for the trial period, the Company will post a volunteer list allowing the most senior interested employee the right to be trained and to operate during the trial period. Employees who make this election need to understand that they will be required to train new employees if requested by the Company and will be paid the trainer premium for all hours where training will be required.


As compensation for operating the special equipment during the trial period the employee will be paid fifty cents (\$0.50) per hour for each hour worked on days where they are operating the special equipment.

It is understood and agreed that once the trial period is over and there are no additional trial related responsibilities for the employee operating the equipment, there shall be no additional pay for the employee except where the Parties have negotiated a different rate of pay for the operation of said equipment.

SIGNED THIS 2<sup>nd</sup> DAY OF August, 2023

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A Division of Lafarge Canada Inc.  
Edmonton Metro Ready Mix Operation

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

  
\_\_\_\_\_  
Joe Rotella,  
General Manager, GEA Ready-Mix

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

  
\_\_\_\_\_  
Gary Hulowski, Business Agent