

THIS AGREEMENT ENTERED INTO THIS 24<sup>th</sup> DAY OF JULY, 2005

BETWEEN:

**INLAND CONCRETE LIMITED**  
Calgary, Alberta  
(Hereinafter referred to as the "Company")  
OF THE FIRST PART,

AND:

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

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WITNESSETH that the Parties agree as follows:

**PREAMBLE**

It is the intent and object of this Agreement that the Company and the Union co-operate to obtain efficient and unrestricted operation of the industry, 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.

**ARTICLE NO. 1 - BARGAINING AGENCY**

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

**ARTICLE NO. 2 - UNION SECURITY**

- 2.01 Each new employee, following 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 is an employee covered by the terms and conditions of this Agreement.
- 2.02 The Company shall, on the first pay period of each month, deduct from each member of the bargaining unit who has been employed by the Company, the regular Union Dues of the Union, and remit same together with a list of the names of the employees from whom the deductions were made to the Secretary-Treasurer of the Union.
- 2.03 All new employees will be considered probationary employees for ninety (90) days after hiring. During such probationary period, employees may be discharged, disciplined, or laid off, and the Company has no obligation to rehire such employees.
- 2.04 The Union will supply the Company with application forms for Union membership and dues deduction, which shall be signed by all new employees on the day on which the new employee is hired. All completed copies of the application for membership forms shall be returned to the Union, and shall serve as notification of commencement of employment.

**ARTICLE NO. 3 - CHECK-OFF OF INITIATIONS**

- 3.01 The Company will deduct the employee's Initiation Fee and/or Assessments levied by the Union in accordance with the Union's Bylaws, and remit same together with a list of the names of the employees from whom the deductions have been made, to the Secretary-Treasurer of the Union without delay.

## ARTICLE NO. 4 - HOURS OF WORK

4.01 The hours of work for all employees shall be:

Daily maximum, Monday through Friday inclusive, eight (8) hours per day

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

- a) **Monday through Friday** - over eight (8) hours per day, one and one-half (1½) times the regular rate of pay. Over twelve (12) hours per day, two (2) times the regular rate of pay.
- b) **Saturday** - one and one-half (1½) times the regular rate of pay for the first eight (8) hours worked, and two (2) times the regular rate of pay for all hours all hours worked beyond eight (8) hours on a Saturday.
- c) **Sunday and Statutory Holidays** - two (2) times the regular rate of pay for all hours worked.
- d) **Rest Break** - There shall be an eight (8) hour rest period between the end of one shift and the beginning of the next shift. When employees are booked back to work prior to the completion of the eight (8) hour rest period, they shall be paid at the rate of pay in effect on the last hour worked on the previous shift. This rate of pay shall continue until an eight (8) hour rest period has been completed.

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

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

4.04 **Meal Allowance** - Effective date of ratification, should the Company require a day shift employee to work twelve (12) or more consecutive hours in a day, such employee shall be paid a meal allowance of nine dollars (\$9.00) which will be paid to the employee on his regular paycheck.

Effective April 1, 2006 this amount will increase to ten dollars (\$10.00).

4.05 **Coffee** - The Company agrees to make reasonable quantities of coffee and bottled water available in the drivers' lunchroom, and will give a coffee break during both the first half and the second half of each shift, but each coffee break will be given at the convenience of the Company, on Company premises.

4.06 **Driver Availability Log** - Hours of work in excess of ten (10) hours per day will be assigned to employees on the basis of the Driver Availability Log. All drivers will sign the Log book as being available, or not available, for work in excess of ten (10) hours per day. The Log is to be completed by 12:00 noon Friday, for the following week. If an individual is not working on Monday, he will sign the Log on his first regular day of work. A Driver Availability Log for work on Saturdays and Sundays will be completed and taken down by 12:00 noon Friday for the following weekend.

**ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY**

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

5.01	<b>Classifications</b>	<b>April ■ 2005</b>	<b>April ■ 2006</b>	<b>April ■ 2007</b>
1.	High and Low bed drivers	\$22.93	\$23.73	\$24.43
2.	Mixer drivers			
	three (3) axle units	\$22.80	\$23.60	\$24.30
	four (4) axle units	\$22.97	\$23.77	\$24.47
	five (5) axle units	\$23.19	\$23.99	\$24.69
	five (5) axle tractor/trailer units	\$23.30	\$24.10	\$24.80
	six (6) axle tractor/trailer units	\$23.50	\$24.30	\$25.00
	Reimer Style Mixer drivers	\$24.55	\$25.35	\$26.05
3.	Aggregate drivers			
	three (3) axle units	\$22.68	\$23.48	\$24.18
	five (5) axle units	\$22.80	\$23.60	\$24.30
	seven (7) axle units	\$23.19	\$23.99	\$24.69
	eight (8) axle units	\$23.19	\$23.99	\$24.69
4.	The designated driver trainer shall receive three dollars (\$3.00) per hour higher than their applicable classification rate of pay while engaged in all driver training and related activities.			
5.	Washout personnel will be paid as follows:			
	April ■, 2005	\$19.18		
	July 24, 2005	\$19.68		
	April 1, 2006	\$20.48		
	April 1, 2007	\$21.98		

5.02 A premium of fifty cents (50¢) per hour higher than the employee's regular day shift rate shall be paid to all employees working on shifts starting between 11:00 a.m. and 4:00 p.m.. Effective April 1, 2006 this will increase to fifty-five cents (55¢) per hour.

A differential of fifty-five cents (55¢) per hour shall be paid to all employees working on shifts starting between 4:00 p.m and 5:00 a.m. Effective April 1, 2006 this will increase to sixty cents (60¢) per hour.

5.03 **Drivers-In-Training** - Effective date of ratification, and notwithstanding the above minimum rates of pay, an employee whose skill and ability are unknown, or unproven, to the Company shall be paid at a rate of seventy-five percent (75%) of the three axle rate of pay, for the first thirty (30) days of employment.

**ARTICLE NO. 6 - ANNUAL VACATIONS**

6.01 Upon completion of one (1) or more years of service, an employee shall receive two (2) weeks annual vacation.

6.02 Upon completion of five (5) or more years of service, an employee shall receive three (3) weeks annual vacation.

- 6.03 Upon completion of twelve (12) or more years of service, an employee shall receive four (4) weeks annual vacation.
- 6.04 Upon completion of twenty (20) or more years of service, an employee shall receive five (5) weeks annual vacation.
- 6.05 Existing entitlements, including six (6) weeks vacation at twelve percent (12%), will not be rolled back for those employees who were entitled to such as of March 31, 1986.
- 6.06 Vacation pay shall be calculated as follows:

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

- 6.07 If an employee leaves the employ of the Company after he has had his holidays for the previous year, he shall be paid an additional four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) for such time as he has accumulated towards a further holiday. The rate of payment to be determined in accordance with his years of service.
- 6.08 For employees with a seniority date prior to August 26, 1990, the years of service for the purpose of administration of the vacation policy shall be established as follows:

1. Each of the first five (5) consecutive years during which an employee works for the Company, regardless of the number of hours worked, shall be considered a year of service with the Company.
2. Each of the years subsequent to the fifth (5th) consecutive year during which an employee works one thousand (1000) or more hours for the Company shall be considered a year of service with the Company.
3. Employees hired subsequent to August 26, 1990, shall be required to work one thousand (1000) or more hours to be considered a year of service with the Company.
4. For the purpose of determining total hours worked in any year, absence by reason of compensable accident or injury, or while on Weekly Indemnity or Long Term Disability, shall be credited as hours worked to a maximum of forty (40) hours per week.

This provision will only be operative to a maximum of fifty-two (52) weeks from the date of disability.

The timing of vacations shall be fixed by the Company, in order to maintain efficient and continuous operation of its business. Not more than ten percent (10%) of the drivers will be on vacation at any one time. Preference of vacation time shall be given to senior employees. An employee may exercise his seniority for selection of vacation period only once in a calendar year.

- 6.09 Preferred Vacation Schedule lists shall be posted by January 5th of each year, and employees shall designate their preferred vacation period on these lists, not later than February 28th of the current year. If an employee fails to designate his preferred vacation period on these lists within the prescribed time period, vacation time shall be scheduled at the Company's discretion. The Company shall post the adjusted Vacation Schedule lists by April 1st, and this schedule shall remain posted for the balance of the year.
- 6.10 Employees will take vacation time in increments of no less than one week.

**ARTICLE NO. 7 - STATUTORY HOLIDAYS**

7.01 The eleven (11) recognized Statutory Holidays shall be:

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

7.02 Employees shall receive eight (8) hours pay at their regular classification rate of pay for the Statutory Holidays listed above.

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

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

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

7.06 Should one of the above-named Statutory Holidays fall during an employee's annual vacation, he shall be given a day in lieu of, to be taken either at the start of his vacation, or at the completion of his vacation.

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

7.08 If the Federal or Provincial government declares any additional Statutory Holiday, the Company agrees to pay according to Article No. 7, Section 7.02.

7.09 In the event the Alberta government rescinds Family Day as a Statutory Holiday, it will at that time be deleted from the list of paid Statutory Holidays.

**ARTICLE NO. 8 - SHOP STEWARDS**

8.01 There may be elected by the employees such number of Shop Stewards as the Union may determine, who shall perform such functions as the Union may assign them, provided the duties of the Shop Steward shall not conflict with their regular employment and duties with the Company. The Company shall not discriminate against them for such lawful Union activities. If an employee is to be formally disciplined, he may have the Shop Steward present.

8.02 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.

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



8.04 During the life of this Agreement, there shall be no lockout by the Company, or any strike, sitdown, slowdown, work stoppage, or suspension of work either complete or partial, for any reason by the Union.

#### **ARTICLE NO. 9 - PAYMENT CONDITIONS**

9.01 Wages shall be paid at least every second Friday, on the job, prior to quitting time, or by direct deposit at such time as the Company is able to implement a direct deposit payroll plan.

9.02 The Company shall provide each employee covered by this Agreement with a separate and detachable, written or printed, itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total overtime hours worked either time and one-half (1%) or double (2) time, the rate of wages applicable, and all deductions made from the gross amount of wages.

Payroll will provide current vacation pay accruals to the Concrete Administrator. Information provided will include opening balance per employee, dates of any vacation pay drawn out, and resulting balance. This information shall be provided to the employee upon request for such information.

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

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

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

9.04 Monies for vacation pay shall be paid to an employee:

- a) on termination
- b) when he takes his annual vacation, and/or
- c) at one (1) other time annually, if requested by the employee.

9.05 a) Truck drivers shall not have to leave their trucks and do other duties, if their truck is in operation, except in case of an emergency.

b) Truck drivers shall continue to be responsible for maintaining the appearance and general care of the truck

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

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

## ARTICLE NO. 10 - SENIORITY

- 10.01 Seniority shall be based on the length of service an employee has been on the payroll, subject to Section 10.02 of this Article.
- 10.02 An employee shall lose all seniority rights, and his employment shall be terminated, for any one or more of the following reasons:
- a) voluntary resignation
  - b) discharge for cause
  - c) failure to return to work after layoff
  - d) If eight (8) months has lapsed from the date of his layoff, or in the case of an employee with five (5) or more years of seniority, twelve (12) months have lapsed from the date of his layoff.
- 10.03 In the event of a reduction of the working force, the Company shall apply the principle of "last on, first off" insofar as it is consistent with management's obligation to maintain a capable and efficient working force. Following a layoff, rehiring shall be carried on conversely to the outlined layoff procedures.
- 10.04 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every fourth (4th) month of each year, with a copy to the Union, showing names and starting dates. Any errors shall be reported to the Shop Steward with a request for correction of the list within thirty (30) days of posting of the list, otherwise the list as posted shall govern seniority.
- 10.05 Part-time employees or hired truckers will not be used while full-time employees are available. Where part-time employees are used, regular employees will be called in first, and where possible, full-time drivers will not be sent home while a part-time employee is working, when a change-over in equipment can reasonably be made without extra cost to the Company.
- 10.06 The Company will not send home a senior employee with less than eight (8) hours work while a junior employee continues to work, providing that a change-over in equipment can reasonably be made without extra cost to the Company.
- 10.07 a) **Leave of Absence - April 1st to November 30th**
- During the period of April 1st to November 30th, requests for leave of absence for reasons other than ill health shall be in writing, and will consist of a maximum of thirty (30) days. Any extension of leave of absence over thirty (30) days shall be in writing, and agreed upon by the Union, the Company and the employee concerned.
- b) **Leave of Absence - December 1st to March 31st**
- During the period of December 1st to March 31st, requests for leave of absence for reasons other than ill health shall be in writing, and will consist of a maximum of one hundred and twenty (120) days.
- A Leave of absence will not extend beyond March 31st unless agreed to by the Union, the Company and the employee concerned.

If an employee returns to work before his leave of absence has expired, he will remain at the bottom of the seniority list until such leave of absence has expired.

Leave of absence shall be granted on a seniority basis, and not more than twenty-five percent (25%) of the employees on the current seniority list will be granted a leave of absence during this period.

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

10.09 **Promotion**

1. When an employee in the bargaining unit covered by this Agreement receives a leave of absence to take a position within the Company, which is beyond the sphere of the bargaining unit, he may continue to accumulate his seniority, for a maximum of one hundred and eighty (180) days, within the former unit. He shall accumulate no further seniority while outside the bargaining unit.

The Company will maintain the employee's Union dues during this one hundred and eighty (180) days.

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

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

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

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

The Union recognizes that there are occasions when other factors must take precedence over seniority in order for the Company to efficiently manage its business and meet its commitments to customers. The Union further recognizes that the Company has the sole right to determine when other factors should take precedence over seniority when preparing the call-in schedule.

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

10.1 ■ Work on Saturday, Sunday, or Statutory Holidays will be assigned on a voluntary rotation basis. If, after going down the Seniority List, the number of volunteers is insufficient, work will be assigned on a mandatory rotation basis by proceeding upward through the Seniority List of non-laid off employees. Mandatory force-ins will be given the latest call times, and will be called in from the least senior man to the most senior man. They will also be cancelled, and/or washed out, before volunteers, from the most senior man to the least senior man.

## **ARTICLE NO. 11 - MANAGEMENT RIGHTS**

The Union recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitments, and to alter from time to time rules and regulations to be observed by the employee, which rules and regulations shall not be inconsistent with this Agreement. The Company shall always have the right to hire, to discipline or discharge employees providing there is proper cause.

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

## **ARTICLE NO. 12 - ADJUSTMENTS OF GRIEVANCES**

Any complaint, disagreement, or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance, and shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement.

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

**STEP 1** - Any grievance of an employee shall first be taken up between such employee and the Supervisor.

Time limit to institute a grievance:

- a) Termination or layoff - five **(5)** days
- b) All others - fifteen **(15)** days

**STEP 2** - Failing settlement under Step 1, such grievance shall be taken up between the representative of the Local Union, or Shop Steward, and the Supervisor.

**STEP 3** - Failing settlement under Step 2, such grievance, and any question, dispute, or controversy that is not of the kind that is subject to Steps 1 and 2, shall be reduced to writing, and referred to and taken up between the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative, authorized by the President of the Company.

**STEP 4** - Failing settlement under Step 3, the matter will be taken up in presentation to a Board, consisting of two (2) members selected by the Union, and two (2) Company members, appointed by the President of the Company.

**STEP 5** - Failing settlement under Step 4, the matter will be referred to an agreed upon neutral Arbitrator, who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

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

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

**ARTICLE NO. 13 - GENERAL**

13.01 The Company may require any employee to undergo a physical examination by the Company's physician, for work-related issues, at the expense of the Company, and employees shall comply promptly with any request to take such examinations. The Company shall give the employee twenty-four (24) hours notice prior to such examinations, and will 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.

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

The employee shall authorize his medical examiner to submit a medical report to the Company, and in the event that his report confirms the opinion of the Company medical examiner, no further review of the case will be made.

2. 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.
3. The diagnosis and recommendation of the medical specialist, with respect to the employee's ability to carry out his regular duties, shall be final and binding on the Company and the employee.
4. Any unsatisfied claims for loss of wages due to alleged unwarranted medical suspension, or medical discharge, shall be resolved through the Grievance Procedure.
5. The Company will pay all reasonable expenses of employees instructed to work on projects away from his home base.

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

13.03 **Job Protection** - Should the Company use leased trucks which replace Company-owned trucks, the Company will undertake to provide employment for any full-time drivers on the payroll as of April 1, 1970. This clause shall not apply for any day to day operation.

13.04 Provided employees are available, all suitable, operational, Company-owned, equipment must be used before additional equipment can be leased or hired.

13.05 The Company shall have a Safety Committee to rule on accidents. This Committee shall be made up of three (3) Union members and three (3) Company members, plus a Chairman who will be appointed by the Company. The Chairman shall only vote in the case of a tie between the other voting members.

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

13.06 Regarding the existing fleet of tractor-trailer units, the Company will not replace or maintain these units as they become uneconomical to repair or operate.

13.07 An employee will receive a copy of any written reprimand or warning letter, placed on his file, with a copy to the Union. Such written reprimand or warning letter, shall become a permanent part of the employee's work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee, if the incidents are unrelated or if such written reprimands or warning letters are more than twelve (12) months old, or eighteen (18) months old for major safety infractions. It is understood that all safety issues are related

Provided the employee requests it, he shall have the right to have a Shop Steward present at any meeting where discipline may result.

13.08 An employee who has completed five (5) years of service with the Company, shall be entitled to request the use of appropriate Company equipment for the purpose of taking a driving test to upgrade or renew his license. Appropriate equipment shall be provided by the Company if it can reasonably be made available.

13.09 A driver who has completed one (1) year of service with the Company, will be reimbursed the cost of a medical examination which the employee has undergone as a requirement for maintaining his Alberta vehicle operator's license. The driver may use the Company doctor for this medical examination.

13.10 If an employee suffers an injury, while on duty, which prevents him from completing his shift, and the injury requires medical care, the employee will be compensated for a full eight (8) hour shift on that day.

13.11 Any regular full-time employee who is required to serve on a Jury, or appear as a witness in a court action during the employee's regular work day, will be reimbursed by the Company for the difference between the payment received for Jury Duty or witness fee, and his regular straight time hourly rate of pay, for his regular scheduled hours of work. Such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week, less payment received for Jury Duty, or witness fee.

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

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

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

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

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

13.15 If an employee suffers revocation of his drivers' license for an action committed while off duty, he will be given up to twelve (12) months leave of absence.

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

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

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

**ARTICLE NO. 14 -AMENDMENTS AND TERMINATIONS**

- 14.01 This Agreement shall remain in full force and effect from April 1, 2005 until March 31, 2008, and from year to year thereafter, except as hereinafter provided.

- 14.02 If amendments are desired by either Party to become effective in the next ensuing year, the Party proposing **such** amendments shall give notice in writing to the other Party, not less than sixty (60) days, and not more than one hundred and twenty (120) days immediately prior to the expiry date of this Agreement.

SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2005

**ON BEHALF OF THE COMPANY:**  
Inland Concrete Limited

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

  
Cheryl Fowler, Manager Human Resources

  
Richard Eichel, President

  
Jay Likely, Area Manager

## APPENDIX "A"

### HEALTH AND WELFARE

1. The Company shall provide the Prairie Teamsters Health and Welfare Plan to all employees, or members of the Union, and eligible dependents, coming under the jurisdiction of this Agreement.
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 immediately.
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.
4. It will be the responsibility of the Company to ensure that all employees are enrolled in the Prairie Teamsters Health and Welfare Plan, and to make premium remittances on their behalf by the due date, the tenth (10th) day of each month, provided an employee has worked a minimum of thirty-two (32) hours in a month to qualify for coverage under the Plan, and to forward all enrolment and claim forms completed by the employees to the Plan Administrator.
5. It shall be the Union's responsibility to supply all necessary enrolment forms to the Company.

The formula below shall be utilized to calculate the respective Company and employee payments of the combined total premium cost of the Prairie Teamster Health and Welfare Plan, and Alberta Health Care:

Effective April 1, 2003 - The Company share of the premium cost will be one-half ( $\frac{1}{2}$ ) of the total premium plus one hundred and twenty-seven dollars (\$127.00)

The total premium divided by two (2) less one hundred and twenty-seven dollars (\$127.00) represents the employee portion.

The Company shall remit the premiums to the Administrator as designated by the Trustees of the Prairie Teamsters Health and Welfare Plan. It shall be the Trustees' responsibility, after receipt of the premiums, to distribute same to applicable carriers.

Employees who are laid off may arrange with the Company, at their own expense, to remit sufficient premiums to provide the employee with Life Insurance, Accidental Death and Dismemberment Insurance and extended health benefits. This layoff provision shall take effect on the first day of the month co-incident with, or next following, the month in which the employee was laid off, and shall continue for a maximum period of five (5) months, or until the employee is recalled, or returns to active employment with another Company, whichever occurs first.



6. Employees who are laid off, may arrange with the Company, at their own expense, to remit sufficient premiums to provide the employee with Life Insurance, Accidental Death and Dismemberment Insurance, and extended health benefits. Employees who want Layoff Coverage must prepay to the Company, one hundred percent (100%) of the required premium. This layoff provision shall take effect on the first day of the month co-incident with, or next following, the month in which the employee was laid off, and shall continue for a maximum period of five (5) months, or until the employee is recalled, or returns to active employment with another Company, whichever occurs first.
5. The Layoff Coverage Provision shall take effect on the first day of the month coinciding with or next following the month in which the employee was laid off, and shall continue for a maximum period of six (6) months, or until the employee is recalled or returns to active employment with another Company, whichever occurs first.
6. When an employee goes off work, ill or on Compensation, the Company shall continue to pay the Health & Welfare premiums and Union Dues, so that the employee shall be protected to the utmost, provided that the employee reimburses the Company for such contributions normally made by the employee, and is at no time more than two (2) months in arrears.

When the employee returns to work, the Company shall deduct from that employee's earnings, any monies which the Company has paid out.

SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2005

**ON BEHALF OF THE COMPANY:**  
Inland Concrete Limited

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

\_\_\_\_\_  
Cheryl Fowler, Manager Human Resource

  
\_\_\_\_\_  
Richard Eichel, President

  
\_\_\_\_\_  
Jay Likely, Area Manager

**APPENDIX "B"**

A Pension Committee will be formed to implement a new Pension Plan. The Company will accrue the Pension contributions which will be forwarded to the Administrator of the Plan, as selected by the Committee.

Effective April 1, 2005 - the Company contribution will be one dollar and seventy cents (\$1.70) per hour.

Effective April 1, 2006 - the Company contribution will be one dollar and ninety cents (\$1.90) per hour.

Effective April 1, 2007 - the Company contribution will be two dollars and twenty cents (\$2.20) per hour.

For employees hired after June 26, 2002 - The Company will contribute Pension monies for all regular employees upon completion of the Probationary Period.

The Company will not contribute Pension monies on behalf of part-time employees.

SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2005

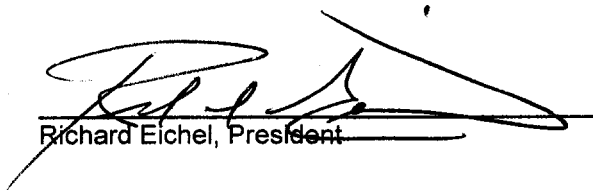
**ON BEHALF OF THE COMPANY:**

Inland Concrete Limited

  
Cheryl Fowler, Manager Human Resource

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

  
Richard Eichel, President

  
Jay Likely, Area Manager

**APPENDIX "C"**

**RE: CLAUSE 13.06**

Performance standards are as follows:

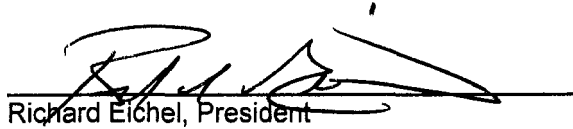
The average trips per hour of the Company fleet shall be equal to the average trips per hour of the Hired Truck fleet, when compared over the same time interval.


SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2005

**ON BEHALF OF THE COMPANY:**  
Inland Concrete Limited

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



  
Richard Eichel, President

  
Jay Lively, Area Manager  
Jay Lively, Area Manager

## LETTER OF UNDERSTANDING#1

**BETWEEN:** **INLAND CONCRETE LIMITED**  
Calgary, Alberta  
(hereinafter referred to as the "Company")  
OF THE FIRST PART,

**AND:** **GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

**RE:** **CONCRETE PUMPS STAFFING**

The Company will staff concrete pumps in accordance with the following guidelines:

- a) Individuals wishing to operate or help on a concrete pump truck will apply for positions when posted. The number and choice of operators/helpers will be at the Company's sole discretion. Those individuals will be trained in the operation of the pump(s).

To apply and be accepted for an operator's position, all pump operators must successfully complete ARMCA accreditation in conjunction with Alberta Occupational Health and Safety. This will replace the American Concrete Pumping Association with a Canadian standard. New pump operators will not only have to complete the ninety (90) day probationary period as stated in the current agreement, but a Level II trainee operator will also have an additional probationary period of three hundred and sixty-five (365) calendar days, before graduating to a Level I operator. This will be dependent upon successful completion of the ARMCA testing.

The Company will post all departmental positions by April 30th of each year, and such postings shall be in effect for one (1) year from the date the successful applicants are advised by the Company. Employees who are selected for these positions will hold a departmental seniority date and shall not be bumped or displaced by the other employees exercising their seniority rights under Article No. 10.

- b) Individuals chosen as pump operators/helpers will be included on the Driver's Seniority List. If they are driving mixer trucks and pumping is required, they will switch to pumping. If they are not driving and pumping is required, they will be called in for pumping ahead of those above them on the Seniority List.

- c) Rates of pay will be:

32 meters or less	5 axle trailer unit rate plus \$1.50 per hour
Over 32 meters	5 axle trailer unit rate plus \$1.70 per hour

- d) Pump operators/helpers may be required to operate a mixer truck and the pump on the same day. Appropriate rates will be paid for time worked on each unit. The pump rate will apply to all hours or part hours worked on the pump.
- e) The Company retains the right to purchase pumping services from outside companies, and may or may not use their own pump on such occasions.

This letter of understanding will remain in effect through the length of this Agreement, and may be extended on the agreement of both Parties.

SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2005

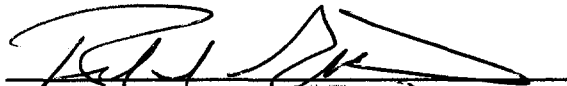
**ON BEHALF OF THE COMPANY:**

Inland Concrete Limited

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

  
Cheryl Fowler, Manager Human Resource

  
Richard Eichel, President

  
Jay Likely, Area Manager  
Ja ik y, rea Ma ger

**LETTER OF UNDERSTANDING#2**

**BETWEEN:** **INLAND CONCRETE LIMITED**  
Calgary, Alberta  
(hereinafter referred to as the "Company")  
OF THE FIRST PART,

**AND:** **GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

**RE:** **WINTER STAFFING AND SCHEDULING**

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


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

SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2003

**ON BEHALF OF THE COMPANY:**  
Inland Concrete Limited

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

  
Cheryl Fowler, Manager Human Resource

  
Richard Eichel, President

  
Jay Likely, Area Manager

**LETTER OF UNDERSTANDING#3**

**BETWEEN:** **INLAND CONCRETE LIMITED**  
Calgary, Alberta  
(hereinafter referred to as the "Company")  
OF THE FIRST PART,

**AND:** **GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

**RE:** **DRUG/CONTROLLED SUBSTANCE TESTING**


The Alberta Building Trades Council "Canadian Model for Providing a Safe Workplace" policy will be adopted and applied by the Company.

SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2005

**ON BEHALF OF THE COMPANY:**  
Inland Concrete Limited

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

  
Cheryl Fowler, Manager Human Resource

  
Richard Eichel, President

  
Jay Likely, Area Manager

**LETTER OF UNDERSTANDING#4**

**BETWEEN:** **INLAND CONCRETE LIMITED**  
Calgary, Alberta  
(hereinafter referred to as the "Company")  
OF THE FIRST PART,

**AND:** **GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

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

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

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

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

SIGNED THIS 1<sup>st</sup> DAY OF Sept., 2005

**ON BEHALF OF THE COMPANY:**  
Inland Concrete Limited

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

  
Cheryl Fowler, Manager Human Resource

  
Richard Eichel, President

  
Jay Likely, Area Manager



**LETTER OF UNDERSTANDING#5**

**BETWEEN:** **INLAND CONCRETE LIMITED**  
Calgary, Alberta  
(hereinafter referred to as the "Company")  
OF THE FIRST PART,

**AND:** **GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

**RE:** **SPLIT SHIFTS**

During negotiations to replace the collective agreement between Inland Concrete Limited, Calgary and General Teamsters, Local Union No. 362, which expired March 31, 1996, it was agreed that:

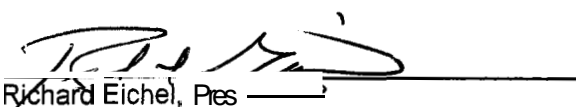
Mixer Drivers will not be placed on split shifts. Notwithstanding such, it was also agreed that if during the term of the collective agreement there is a project which requires the utilization of split shifts, the Company and the Union will meet to discuss same, and the Union will not unreasonably withhold its consent for same.

SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2005

**ON BEHALF OF THE COMPANY:**  
Inland Concrete Limited

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

  
Cheryl Fowler, Manager Human Resource

  
Richard Eichel, Pres

  
Jay Likely, Area Manager

**LETTER OF UNDERSTANDING #6**

**BETWEEN:** **INLAND CONCRETE LIMITED**  
Calgary, Alberta  
(hereinafter referred to as the "Company")  
OF THE FIRST PART,

**AND:** **GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

**RE:** Article No. 10.10

The Parties hereto agree that:

As per notice given by the Company on April 6, 2005 and as discussed during bargaining, previous grievance settlements relating to Article No. 10.10 will be deemed null and void, and shall not be considered in future interpretation of this Article.

SIGNED THIS 7<sup>th</sup> DAY OF Sept., 2005

**ON BEHALF OF THE COMPANY:**  
Inland Concrete Limited

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

  
Cheryl Fowler, Manager Human Resource

  
Richard Eichel, President

  
Jay Likely, Area Manager