

THIS AGREEMENT MADE THIS 24<sup>th</sup> DAY OF JULY 2006

BETWEEN:

**LAFARGE AGGREGATES, CONCRETE & ASPHALT**  
Edmonton Concrete Division  
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

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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.

**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.

**ARTICLE NO. 2 - UNION SECURITY**

- A. The Company shall deduct from each employee of the bargaining unit who has been employed by the Company for seven (7) days, and/or forty (40) hours, the regular Union dues of the Union, and remit same, together with a list of the names of the employees from whom the deductions were made, to the Secretary-Treasurer of the Union, not later than the fifteenth (15<sup>th</sup>) day of the month following that in which the deductions were made.
- B. All employees, after seven (7) calendar days of employment, shall become and remain members in good standing of the Union for the duration of this Agreement, or be replaced.
- C. The Company may hire mixer trucks. After a period of sixty (60) days, the drivers of such mixer trucks shall become members of the Teamsters Union, and operate under the terms of this Agreement.

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

- A. Upon written request of an employee, the Company will deduct the employee's Initiation Fee, levied by the Union in accordance with the Union's Bylaws, and remit same together with a list of names of the employees from whom deductions have been made, to the Secretary-Treasurer of the Union, not later than the fifteenth (15<sup>th</sup>) day of the month following that in which the deductions were made.

The Union will supply the Company with Application for Union Membership, and Dues Deduction forms, which shall be signed by all 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.

- B. Upon the written request of an employee, and subject to the agreement of the Company, which agreement will not be unreasonably withheld, the Company will deduct assessments levied by the Union in accordance with the Union's Bylaws, and remit same together with a list of names of the employees from whom deductions have been made, to the Secretary-Treasurer of the Union, not later than the fifteenth (15<sup>th</sup>) day of the month following that in which the deductions were made.

**ARTICLE NO. 4 - HOURS OF WORK**

- A. 1. Daily maximum Monday through Friday - eight (8) hours
- 2. Overtime - Monday through Friday - over eight (8) hours - one and one-half (1½) times the regular rates of pay.  
Effective August 1, 2006 - over twelve (12) hours - two times (2x) the regular rates of pay.
- 3. Saturdays - one and one-half (1½) times the regular rates of pay.  
Effective August 1, 2006 - over eight hours (8) - two times (2x) the regular rates of pay.
- 4. General Holidays - two (2) times the regular rates of pay
- 5. Sundays - two (2) times the regular rates of pay

B. Lunch Period - The Company may give a one-half (½) hour lunch period, without pay, on Company premises, starting on or after twelve noon (12:00) and finishing on or before one p.m (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 more than twelve (12) hours or more in any shift, he shall be paid ten dollars (\$10.00) as a meal allowance, which shall be included on his/her regular paycheck.

C. Coffee Break - The Company recognizes the need for a ten (10) 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 cost, at each plant.

- D. 1. 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.
- 2. 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.
  - iii. The Employer shall provide an eight (8) hour break between shifts. Where an eight (8) hour break is not provided, all hours worked on the next shift shall be paid at one and one-half (1½) times the applicable rate of pay until an eight (8) hour break is taken.

E. Weather permitting, the Company will not send home a senior employee with **less** than eight (8) hours work while a junior employee continues to work, provided that a changeover in equipment can reasonably be made.

- F. The company agrees to post shift starting times not later than 6:00 p.m. Monday through Friday, and not later than 2:00 p.m. on Saturday.
- G. Daily call-out or call-back, Monday through Saturday, will be on a seniority basis, with the senior employees given first preference.

Where Sunday work is available, call-out shall be administered as follows:\

1. First preference shall be given to those employees who worked on the Saturday by order of seniority; then
2. To remaining employees by order of seniority

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 12:00 p.m. on Friday. Employees who volunteer to work on the weekend must be willing to work on the Saturday and the Sunday. If there are an insufficient number of volunteers for weekend work, then mandatory call-out will commence in reverse seniority.

- H. Employees must report for call within one (1) hour from the time called, or the Company may use a less senior employee without penalty. The Company shall be deemed to have fulfilled its obligation with the completion of two (2) unanswered telephone calls to the telephone number provided to Dispatch by the employee, or by leaving one message on the employee's answering machine, or with another person in the household. Such telephone number shall be provided in writing and only changed with the written consent of the employee.

If the Company fails to fulfill its stated obligation, and calls a less senior employee, then the Company must compensate the senior employee on the same basis as the employee who worked the shift.

All 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.

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

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

**Classifications:**

		<u>Jan 1/06</u>	<u>Aug 1/06</u>	<u>Jan 1/07</u>	<u>Jan 1/08</u>
	Mixer Trucks				
1.1	Six Axle Units	\$23.02	\$23.77	\$25.27	\$26.52
1.2	Trainees (during training period, until unit is turned over to trainee for unassisted operation)				
1.3	Trainers - drivers who assist in training new employees shall be paid a premium of five dollars (\$5.00) per hour above their regular rate of pay for those hours so worked. Selection of trainers will be at management's discretion based on ability, not solely on seniority.				

- B. Edmonton Operation - a differential of fifty cents (**50¢**) per hour higher than the employee's regular rate shall be paid to all employees starting work between 1:00 p.m and 5:00 a.m.

A night pour differential of two dollars (\$2.00) per hour higher than the employee's regular day rate shall be paid to all employees starting pours beginning at 10:30 p.m. and before 5:00 a.m. on night pours only.

#### **ARTICLE NO. 6 - ANNUAL VACATIONS**

- A. Commencing with calendar year 1974, the years of service for the purpose of administration of vacation policy, shall be established as follows:
1. Each of the first five (5) consecutive years during which an employee works for the Company, regardless of the number of hours worked, shall be considered a year of service with the Company.
  2. Each of the years subsequent to the fifth (5<sup>th</sup>) consecutive year, during which an employee works eleven hundred (1100) or more hours for the Company, shall be considered a year of service with the Company.
- B. During the second (2<sup>nd</sup>) to fifth (5<sup>th</sup>) years (inclusive) of service, an employee shall be entitled to two (2) weeks vacation with pay.
- C. During the sixth (6<sup>th</sup>) to twelfth (12<sup>th</sup>) years (inclusive) of service, and employee shall be entitled to three (3) weeks vacation with pay.
- D. During the thirteenth (13<sup>th</sup>) to twentieth (20<sup>th</sup>) years (inclusive) of service, an employee shall be entitled to four (4) weeks vacation with pay.
- E. During the twenty-first (21<sup>st</sup>) and subsequent years (inclusive) of service, an employee shall be entitled to five (5) weeks vacation with pay.
- F. Effective January 1, 2002, vacation pay shall be accrued as follows:
1. 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.
  2. 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.
  3. 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.
  4. 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.
- G. Vacation pay accrued shall be paid out to the employees as follows:
1. 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.
  2. At the end of each calendar year, all accrued vacation pay shall be paid out to the employee.

- 3. If an employee terminates his/her employment with the Company at any time during the year, he/she shall be paid accrued vacation pay to the date of his/her termination.
- H. If, in any year after the fifth (5<sup>th</sup>) year of service, an employee works less than eleven hundred (1100) hours, he shall be paid vacation pay at the rate established by the number of years of service previously accumulated.
- I. For the purpose of determining total hours worked in any year, absence by reason of compensable accident, or illness, shall be credited as hours worked. Such credit shall not exceed five hundred (500) hours during any one (1) calendar year.
- J. The Company may stagger vacations in order to maintain continuity and efficiency in its operations. Preference shall be given to senior employees so to choice of holiday time.
- K. All employees who request their vacation during the months of April 1 to September 30 of any year, shall not be denied this request. The Company has the right to limit the number going on holidays at one time to five (5) and if more than five (5) requests are received by the Company, then holidays shall be granted on a seniority base.

**ARTICLE NO. 7 - HOLIDAYS**

- A. The eleven (11) paid 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 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 Holidays listed above. This provision shall not apply however, -

- 1. 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 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.
- 2. 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 Holiday.

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

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

**ARTICLE NO. 8 - SHOP STEWARDS**

- A. There may be elected by the employees such number of Shop Stewards as the Union may determine, who shall perform such functions as the Union may assign them, provided the duties of the Shop Stewards shall not conflict with their regular employment and duties with the Company. The Company shall not discriminate against the Shop Stewards.
- B. 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.
- C. Employees may request to have a Union Shop Steward present at any disciplinary meeting(s). In the event a Shop Steward is not available, another employee may attend at the employee's request.

**ARTICLE NO. 9 - PAYMENT CONDITIONS**

- A. All employees covered by this Agreement shall be paid at least every second week on a Thursday or Friday, by direct deposit. The Company shall provide every employee covered by this Agreement with a separate and detachable, itemized statement complete in all details in respect of all wage payments made to such employee. Such statement shall be provided at the employee's worksite.
- B. Not more than five (5) days pay may be held back, making the pay period cut-off the Sunday prior to payday. If a paid Holiday falls within the hold back period, up to seven (7) days pay may be withheld.

**ARTICLE NO. 10 - SENIORITY**

- A. Seniority shall be based on the length of service an employee has been on the payroll of the Company in the branch area operation, subject to Section E of this Article. This clause does not apply to employees gainfully employed at another regular job, or while they are on vacation.
- B. All newly hired employees shall be considered as probationary employees for the first sixty (60) days worked. Employees re-hired within twelve (12) months will not be required to serve the probationary period.
- C. 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.
- D. On completion of sixty (60) days worked, such employees shall be entitled to all rights and privileges of this Agreement.
- E. An employee shall lose all seniority rights for any one or more of the following reasons:
  - 1. Voluntary resignation
  - 2. Discharge for cause
  - 3. Failure to return to work after layoff.



- F.
  1. Seniority shall prevail in the event of layoff, with the junior **employee(s)** being laid off first.
  2. The Company agrees to rehire laid of 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 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.
  3. Any employee who has been on lack of work layoff for eight **(8)** months or more, shall **be** removed from the Seniority List, and the Company shall be under no further obligation to such employee.
- G. A list showing the seniority of each employee shall be compiled, and kept posted on the bulletin board. This list shall be revised every four **(4)** months. Any errors shall be reported to the Shop Steward for correction within thirty (30) days after posting of such list.
- H. 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.
- I. The Company will grant to any employee who is a Union official, Leave of Absence, without pay, for the purpose of attending Union conventions or Union business for such period of time as may be reasonable in the circumstances, provided that such employee gives seven (7) days notice of his desire for Leave of Absence, and that in the judgement of the Company such Leave will not interfere with the efficient operation of the Company's work in the department in which the employee works.
- J. 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.
- K. 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, between November 1 and March 31, will **be** granted upon request a Leave of Absence, and such request will not be refused by the Company, providing the Leave of Absence is taken between November 1 and March 31.

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

- A. 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.
- B. 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.

- C. An employee shall receive a copy of any written disciplinary letter placed on his/her file. A copy will be given to the Union. Investigation and disposition of an incident will be done by the Company within five (5) 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 with not be unreasonably withheld.

## ARTICLE NO. 12 - GENERAL

- A. 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.
- B. Any Company or Government requested physical or medical examination 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.
- C. 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 up to a maximum of ninety dollars (\$90.00) towards the cost of a medical examination which the employee has undergone as a requirement for maintaining his/her Alberta vehicle license, Class 1, provided that the employee has completed three (3) continuous years of service with the Company.

- D. The Company must inform all Superintendents and Foremen to abide by the rules of this Agreement
- E. At no time will a Foreman take an hourly classified employee's position.
- F. 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.
- G. 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.
- H. Truck drivers shall not leave their mixer trucks and do other duties while the truck is in operation away from the Plant site.
- I. Any regular full-time employee who attends court to give evidence as a witness on behalf of the Company will be reimbursed by the Company for the difference between the pay received for witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. This clause will have no application for an employee on Leave of Absence, receiving benefits under the Health and Welfare Program, on annual vacation or Workers Compensation, or as otherwise covered in this Agreement.

- J. Employees who have completed thirty (30) calendar days of service with the Company will be entitled to up to three (3) consecutive regularly scheduled days paid Bereavement Leave in the event of the death of an immediate family member, provided that such leave is taken within a seven (7) consecutive day period commencing from the date of death. The paid Bereavement shall only include time **lost** from his/her regular schedule to a maximum of eight (**8**) hours per day.

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.

- K. Effective January 1, 2006 - All employees shall receive a maximum of seventy-five dollars (\$75.00) Safety Footwear Allowance each calendar year. To receive this benefit, the employee must submit a 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.

New employees will be entitled to one-half ( $\frac{1}{2}$ ) of the Safety Footwear Allowance following completion of their probationary period.

Effective January 1, 2006 - Safety Footwear Allowance will increase to seventy-five dollars (\$75.00) per calendar year.

Effective January 1, 2007 - Safety Footwear Allowance will increase to one hundred dollars (\$100.00) per calendar year.

Effective January 1, 2008 - Safety Footwear Allowance will increase to one hundred and twenty-five dollars (\$125.00) per calendar year.

#### **ARTICLE NO. 13 - TRAVEL ALLOWANCE**

In the event the Company instructs an employee to travel to a project or job that is situated in excess of fifteen (15) kilometers beyond the corporate limits of the city, the Company will pay a travel allowance in the amount of forty-one cents (**41¢**) per kilometer, to those employees who are required to furnish their own transportation.

#### **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 or SEPARATE AGREEMENTS**

- A. 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.
- B. 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.

C. 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.

D. 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.

As this agreement represents a change in current practice, the Company agrees to pay the full cost of all premiums for eligible members for the months of January a2004 as a transitional measure. The purpose of this measure is to ensure that no employee who is eligible to receive benefits in the month of January under the current practice is disadvantaged by this change.

E. 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.

F. 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.

G. 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.

H. The cost of the Health Insurance Plan and the Alberta Health and Wellness Insurance Plan shall be paid by the Company and the employees as follows:

1. The Company will pay fifty percent (50%) of the Alberta Health Care Insurance Premium;

2. Effective August 1, 2006 the Company will pay a maximum of one hundred and eighty-five dollars (\$185.00) per month per eligible employee for the Prairie Teamsters Health and Welfare Plan.

Effective January 1, 2007 the Company will pay a maximum of one hundred and ninety-five dollars (\$195.00) per month per eligible employee for the Prairie Teamsters Health and Welfare Plan.

Effective January 1, 2008 the Company will pay a maximum of two hundred and five dollars (\$205.00) per month per eligible employee for the Prairie Teamsters Health and Welfare Plan.

I. 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 employer, 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.

- J.** 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.

## **ARTICLE NO. 16 - GRIEVANCE PROCEDURE**

**Section A** - 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:

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

Time limit to institute a grievance -

- A.** termination or layoff - five (5) days
- B.** all others - fourteen (14) days

**STEP 2** - Failing settlement under Step 1, such grievance shall be taken up between a 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 within thirty (30) days of the occurrence of the grievance.

**STEP 4** - Failing settlement under Step 3, the matter will be taken up in presentation to a Board consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by the President of the Company. The initial presentation to the Board shall take place within fourteen (14) days of failure to settle under Step 3.

**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 Labor 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.

## **Section B**

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

- A. Effective January 1, 2006 The Company shall pay two dollars and fifty-five cents (\$2.55) per hour, for each hour worked by each employee, into the Teamster Pension Fund.

Effective January 1, 2007 The Company shall pay two dollars and seventy-five cents (\$2.75) per hour for each hour worked by each employee, into the Teamster Pension Fund.

Effective January 1, 2008 The Company shall pay three dollars (\$3.00) per hour for each hour worked by each employee, into the Teamsters Pension Fund.

## **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 January 2006 and continue in effect until the thirty-first (31<sup>st</sup>) day of December 2008, 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 December 2008, or the thirty-first (31<sup>st</sup>) day of December in any year thereafter.,

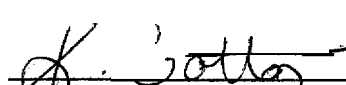
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006

**ON BEHALF OF THE COMPANY:**

Lafarge Aggregates, Concrete and Asphalt  
Edmonton Concrete Operation  
A Division of Lafarge Canada Inc.

  
\_\_\_\_\_  
Jean Mante, Director Employee Relations

  
\_\_\_\_\_  
Bryan Baker, General Manager  
Edmonton Concrete

  
\_\_\_\_\_  
Kelly Cotton, HR Manager

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

  
\_\_\_\_\_  
Keith Norris, Business Agent

**LETTER OF UNDERSTANDING #1**

**BETWEEN:** LAFARGE AGGREGATES, CONCRETE AND ASPHALT - A Division of Lafarge  
Canada Inc. Edmonton Concrete Operations

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362

**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 deductions from the pay of each employee covered by this collective agreement, of five cents (5¢) per hour for each straight time hour for which wages are payable.

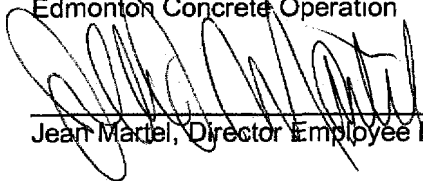
Payment of such funds shall be remitted to General Teamsters Local Union No. 362 Union/Industry Advancement fund by the fifteenth (15<sup>th</sup>) of the month following that to which they refer.

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

SIGNED THIS 24 DAY OF October 2003


**ON BEHALF OF THE COMPANY:**

Lafarge Aggregates, Concrete and Asphalt  
A Division of Lafarge Canada Inc.  
Edmonton Concrete Operation

  
\_\_\_\_\_  
Jean Martel, Director Employee Relations

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

  
\_\_\_\_\_  
Keith Norris, Business Agent

\_\_\_\_\_  
Bryan Baker, General Manager  
Edmonton Concrete

  
\_\_\_\_\_  
Kelly Cotton, HR Manager



## LETTER OF UNDERSTANDING#2

**BETWEEN:** LAFARGE AGGREGATES, CONCRETE AND ASPHALT - A Division of Lafarge  
Canada Inc. Edmonton Concrete Operations

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362

**RE:** Accident Prevention and Safety Responsibility

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

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

### 1. Company Responsibilities-

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

### 2. Employee Responsibilities

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

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

3 Union Responsibilities

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

SIGNED THIS 24 DAY OF October 2006

**ON BEHALF OF THE COMPANY:**

Lafarge Aggregates, Concrete and Asphalt  
A Division of Lafarge Canada Inc.  
Edmonton Concrete Operation

  
\_\_\_\_\_  
Jean Martel, Director Employee Relations

  
\_\_\_\_\_  
Bryan Baker, General Manager  
Edmonton Concrete

  
\_\_\_\_\_  
Kelly Cotton, HR Manager

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

  
\_\_\_\_\_  
Keith Norris, Business Agent

### LETTER OF UNDERSTANDING#3

**BETWEEN:** LAFARGE AGGREGATES, CONCRETE AND ASPHALT - A Division of Lafarge  
Canada Inc. Edmonton Concrete Operations

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362

**RE:** SENIORITY - West End Plant

The Company plans to build and operate a Ready Mix Plant in the west end of Edmonton, Alberta.

In order to ensure the efficient operation of the new "west end plant" and the existing Stadium Road Plant, the Company and the Union agree to the following seniority provisions:

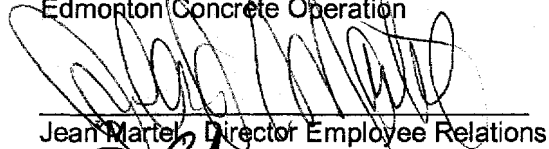
1. There will be one (1) master seniority list for Edmonton Concrete, which will be comprised of the employees at both the West End Plant and the Stadium Road Plant.
2. There will be two (2) call-in lists, one for the Stadium Road Plant and the other for the West End Plant.
3. Employees will be given the opportunity to elect which plant they prefer as their "home plant", before the start-up of the West End Plant.
4. If there is planned plant "shut down" of one plant, the Company will revert back to the master seniority list.
5. Where unforeseen circumstances occur, to dictate the closure of one plant, the Company will do what it can, where practical, to ensure a balance of work.
6. During the period of May 1<sup>st</sup> to October 31<sup>st</sup>, the call-in lists (home plant) will govern allocation of work on a given day.
7. If only one plant is operating on a Saturday, Sunday, or Statutory Holiday, during the period of May 1<sup>st</sup> to October 31<sup>st</sup>, the master seniority list will govern.
8. In the "off season", during the period of November 1<sup>st</sup> to April 30<sup>th</sup>, work will be assigned in accordance with the master seniority list (Edmonton Concrete).
9. During the period of November 1<sup>st</sup> to April 30<sup>th</sup>, drivers may be assigned to work at either the Stadium Road or West End plant on a daily basis if there is a reduction of work at one of the plants, and work is available at the other plant.

10. The Company and the Union will review this process on a regular basis, minimum once per year, and make the appropriate modifications where required.

SIGNED THIS 24 DAY OF October 2006

**ON BEHALF OF THE COMPANY:**

Lafarge Aggregates, Concrete and Asphalt  
A Division of Lafarge Canada Inc.  
Edmonton Concrete Operation

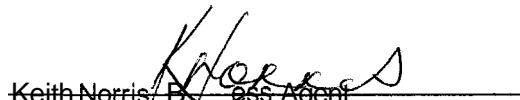
  
\_\_\_\_\_  
Jean Martel, Director Employee Relations

  
\_\_\_\_\_  
Bryan Baker, General Manager  
Edmonton Concrete

  
\_\_\_\_\_  
Kelly Cotton, HR Manager

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

  
\_\_\_\_\_  
Keith Norris, Business Agent  
Keith Norris, Business Agent

**LETTER OF UNDERSTANDING #4**

**BETWEEN:** LAFARGE AGGREGATES, CONCRETE AND ASPHALT - A Division of Lafarge  
Canada Inc. Edmonton Concrete Operations

**AND:** **GENERAL TEAMSTERS, LOCAL UNION NO. 362**

**RE:** Pension Bonus

The Company will implement a Pension Bonus for the employees of Edmonton Concrete. This bonus will be paid yearly, for the life of the renewed Collective Agreement, subject to the following conditions:

1. The bonus will be in the amount of three hundred dollars (\$300.00) in 2006, four hundred dollars (\$400.00) in 2007 and five hundred dollars (\$500.00) in 2008.
2. To be eligible for the bonus, the employee must have been on the seniority list at November 1 of the applicable year.

Subject to the above, the bonus will be paid to the Teamsters Pension Plan on behalf of the employee

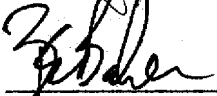
This program will end December 31, 2008.

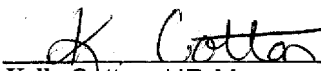
SIGNED THIS 24 DAY OF October 2006

**ON BEHALF OF THE COMPANY:**

Lafarge Aggregates, Concrete and Asphalt  
A Division of Lafarge Canada Inc.  
Edmonton Concrete Operation

  
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Jean Martel, Director Employee Relations

  
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Bryan Baker, General Manager  
Edmonton Concrete

  
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Kelly Cotton, HR Manager

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

  
\_\_\_\_\_  
Keith Norris, Business Agent