

COLLECTIVE AGREEMENT

BETWEEN

**METRO READY MIX,
A Division of Lafarge Canada Inc.**

AND

TEAMSTERS LOCAL UNION No. 213



January 1st, 2023 – December 31st, 2026

**TONY SANTAVENERE
Secretary-Treasurer**

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A DIVISION OF LAFARGE CANADA INC.**

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SPECIAL BUILDING SUPPLY AGREEMENT

THIS AGREEMENT EFFECTIVE THE 1st DAY OF JANUARY, 2023.

BETWEEN: **METRO READY MIX,
A DIVISION OF LAFARGE CANADA INC.**
268 East Kent Avenue South
Vancouver, BC V5X 4N6

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

(hereinafter called the "UNION")

WHEREAS, it is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees.

NOW THEREFORE, the parties agree hereto as follows:

INCLUSION AND DIVERSITY

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

The parties agree that there shall be no discrimination, bullying or any form of intimidation towards any employee, by any other employee because of race, colour, creed, nationality or sex.

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, in the provisions of this Agreement, shall be considered to apply to all employees equally. All pronoun references in this agreement, e.g. he, his, she, her, they, theirs, shall be deemed to include all genders.

ARTICLE 1 - INTERPRETATION AND EXTENT

1:01 Interpretation:

- (a) The headings of each Article of this Agreement may be referred to but not included in the interpretation of the various sections thereunder. This Agreement shall be interpreted as a whole.
- (b) In the event that any word, phrase, sentence, Section, or Article of this Agreement is declared invalid by any Court of competent jurisdiction, only such word, phrase, sentence, Section, or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

- (c) The Company and the Union agree to the establishment of a Committee which shall meet as required during the term of this Agreement to deal with any matter regarding the interpretation or application of this Agreement that may be raised by any of the parties signatory hereto.

ARTICLE 2 - UNION SECURITY

2:01 Coverage:

The Company recognizes the Union as the sole bargaining agent for the employees covered by the certification and working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.

The Field Quality Control Group and Millwrights will provide services to the Greater Vancouver Lafarge Ready-Mix Business including Valley Rite Ready-Mix. Therefore, employees in these classifications may be posted at any Lafarge site in the Greater Vancouver Area and the Fraser Valley.

2:02 Membership:

- (a) All employees covered by this Agreement must be members in good standing of the Union.
- (b) Any employee who does not remain a member in good standing shall not be retained in the employment of the Company.
- (c) Any employee who has been laid off for any reason and who does not retain their membership in the Union will not retain their seniority with the Company.

2:03 Authorization of Deductions:

New employees shall be required to sign authorization cards for deduction of initiation fees, dues and assessments as required by the By-Laws of the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made. It is understood that dues are payable either monthly or quarterly, in advance, and that the payment schedule is to be determined by the Union. Dues shall be deducted from the second pay of the month previous to the period for which they are applicable.

2:04 Picket Lines:

It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if an employee refuses to cross a picket line which has not been declared illegal by a Court of competent jurisdiction.

2:05 Unfair Jobs:

It shall not be considered a violation of this Agreement or reason for discharge or other disciplinary action if an employee refuses to deliver to a job or project which has been considered unfair by the British Columbia and Yukon Territory Building and Construction Trades Council or any of its affiliated area Building Trades Councils or by the Teamsters Local Union #213. Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company.

2:06 Strike and Lockout:

- (a) During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work, or slow-down, either partial or general, authorized by the Union.
- (b) In the event of a strike or lockout at Lafarge Metro Ready Mix or Valley Rite Ready Mix, those Field Quality Control Technicians who have been designated at sites which are not engaged in a strike or lockout will continue to work.

2:07 Shop Stewards:

- (a) Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Reasonable time shall be given to the Shop Steward to carry out their duties. The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the reasons. Executive Officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union, shall be allowed time off by the Company.
- (b) Shop Stewards shall be present, if requested by the employee, whenever they are being interviewed over a formal disciplinary matter. Notwithstanding, an employee's Shop Steward will be advised of the time, date, and location of any formal disciplinary review.

Disciplinary proceedings shall not be delayed due to the unavailability of a Shop Steward. In such cases, employees may elect to have another bargaining unit member present to act as their witness. The employee may choose to wait for the steward as long as a reasonable time limit can be maintained.

2:08 Chief Shop Steward:

Where a Chief Shop Steward has been elected by the bargaining unit, such individual shall be provided up to four (4) hours of working time per month in order to prepare for grievance meetings or other Labour-Management related meetings. The time spent will be mutually agreed upon between the Company and the Chief Shop Steward. An area at the employee's worksite will be provided to the Chief Shop Steward for this purpose.

2:09 Business Representatives of the Union:

In the carrying out of regular duties Business Representatives of the Local Union shall have access to Company premises covered by this Agreement. Notice is to be given to the Operations Manager or Designate prior to visiting the Company's premises.

2:10 Maintenance Work

It would not be the Company's intention to have maintenance work performed by anyone other than those engaged as maintenance employees. Security of maintenance work for our maintenance employees will not be jeopardized.

ARTICLE 3 – HIRING & CONTRACTING

3:01 Hiring

When employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired. When qualified Union members are not available, then the Employer may obtain qualified employees elsewhere. Employees hired elsewhere shall have fourteen (14) days in which to become a member of the Union, or be replaced by a Union member when available.

3:02 Contract and Hired Trucking:

(a) The Company agrees that cartage work presently performed by members of the bargaining unit will not be let out to contract or carried out by hired equipment if appropriate Company equipment is available for this work and members of the bargaining unit normally performing this work would be laid off or not returned to the active payroll as a result.

(b) Should it become impossible for the Company to hire outside equipment locally from:

- (i) Companies or Owner Operators with employees under agreement to this Local Union, or
- (ii) Members of this Local Union,

then the Company shall be free to hire outside equipment from companies with employees under agreement to another Teamsters Local.

(c) In every instance such equipment shall be operated by members of the Teamsters Union.

3:03 Rental Equipment:

When Company equipment is leased or rented to other persons or companies, such equipment shall be operated by Company employees who are members of the Union.

3:04 Contract Work:

The contracting out of work other than cartage shall require the consent of Teamsters Local Union #213. When the contracting out of work does not affect either the number of Union members on the active payroll, or the return to the active payroll of members on layoff, then consent to contract out shall not be withheld providing the work is being done by Union personnel.

ARTICLE 4 - NEW CLASSIFICATIONS

4:01 Rates and Effective Dates:

The Company shall notify the Union when any new classification or job coming under the jurisdiction of this Agreement is added, or if there is substantial change in the duties of an existing classification or job. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of new classification or job.

ARTICLE 5 - DISCHARGE OF EMPLOYEES

5:01 Discharge:

The Company has the right to discharge any employee for just cause. Employees shall be notified in writing the reasons for discharge with a copy to the Union. The final pay cheque will be delivered forthwith.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 Management:

The management and operation of and the direction and promotion of its working forces is the exclusive responsibility of the Company provided, however, that nothing in any of the provisions of this Clause shall in any way limit, void or affect the other provisions of this Agreement.

ARTICLE 7 - WAGES AND WAGE STATEMENT

7:01 Wages:

The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. These rates are the minimum rates. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

7:02 Statement:

The Company shall provide every employee covered by this Agreement with an itemized statement in respect of all payments made to such employee by the Company electronically. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays, and all deductions made therefrom. Such statement shall also include all year-to-date summaries.

Employees who are receiving a paper pay stub in the mail as of date of ratification shall be permitted to continue this method of receiving their pay stub for the duration of this Agreement.

7:03 Vacation Pay and True Up:

Vacation pay shall be paid on the employee's regular pay cheque. Vacation pay will only be paid out when vacations are taken and shall be paid at eight (8) hours per actual day of vacation taken. The two (2) exceptions being the final vacation pay-out at the end of the year per Article 11:03 which includes all remaining accrued vacation money owed for that year and a one-time option to make a request to withdraw a portion of the vacation accrual between November 1st and November 30th; this amount cannot be greater than the accrual at the time the request is made, less the value of any remaining vacation weeks to be taken.

7:04 Final Payment:

If an employee resigns on their own accord, they shall be paid on the next scheduled pay day.

7:05 Pay Day:

Employees shall be paid by bank deposit every second (2nd) Friday during working hours.

7:06 T4 Statements:

The Company shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

7:07 Payroll Corrections:

Payroll errors which are equal to three hundred (\$300.00) or more shall be corrected and paid to the employee within three (3) banking days (Monday to Friday) from the date the employee advised management. Payroll errors which are less than three hundred dollars (\$300.00) shall be corrected on the employee's next regular pay cheque. Where the matter is complex and requires an in-depth investigation, the error will be corrected within two (2) banking days (Monday to Friday) the error being confirmed.

7:08 Pay Period Start Date and Time

For the purposes of time entry, the pay period shall commence at 00:01 A.M. Sunday and end at 12:00 midnight Saturday.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8:01 Hours of Work:

- (a) The normal work week for all employees covered by this Agreement except as noted below shall consist of five (5) eight (8) hour days commencing on Monday and ending on Friday.

The normal work week for all Field Quality Control Technicians covered by this Agreement shall consist of five (5) consecutive eight (8) hour days commencing on Monday and ending on Saturday.

Normal Work Day:

The normal work day for all employees except as noted below, shall commence not earlier than 6:30 a.m. and allow employees to commence work in increments of five (5) minutes to no later than 10:00 a.m.

The normal work day for Field Quality Control Technicians shall commence not earlier than 5:30 A.M. and allow Field Quality Control Technicians to commence work no later than 10:30 A.M.

Start Times:

A start time scheduled board will be posted every day for the next working day based on confirmed orders if they are required for duty at the time of posting. Employees shall receive a preliminary forecast by 12:30 p.m. and confirmation of their start time by 5:30 p.m. the calendar day previous if they are required for duty. It is understood that once an employee's starting time has been set on the call-in board, it cannot be changed until the following day. This does not preclude the Company from cancelling work; in such cases, the drivers are entitled to the terms of Article 8:03.

- (i) The overriding principle will be assignment with classifications by seniority.
 - (ii) Subject to business demands every effort will be made by the Company to maintain as many employees as possible on start times.
- (b) The work day shall be an eight (8) hour period.
- (c) In the event the schedule is not posted by 5:30 PM the Company will inform all employees who have not reviewed their schedule as soon as possible.

8:02 Guarantee:

Any employee who is called into work Monday to Friday shall be paid not less than eight (8) hours' wages at straight time or double time, whichever is applicable, provided the employee is available for the full eight (8) hours and does all work as reasonably requested. If the employee chooses to leave early, the employee will be paid the actual hours worked. Where an employee cannot provide a full eight (8) hours of work due to personal commitments the Company may elect not to schedule the employee for work that day.

8:03 Early Off and Late Start Requests:

Requests for early off or late starts must be made before 12:00 p.m. prior to the requested day. Approval for this request will be at management's discretion, but will not be unreasonably withheld. However employees who need to start late or leave early due to personal appointments shall be provided work if and as business demands dictate. Employees who are late may be sent home with less than eight (8) hours at the Company's discretion and shall be paid only for hours actually worked.

8:04 Saturday Hours of Work and Overtime Guarantee:

Saturday work is on a volunteer basis with the exception of Employees hired after January 1, 2019, who have less than six (6) years of service as of their seniority date. Scheduled call in on Saturdays will be awarded in order of seniority and in accordance with Letter of Understanding No. 4. Any scheduled employee will be paid a minimum of two (2) hours at the appropriate rate if the work is cancelled and a minimum of four (4) at the appropriate rate if the work has started for the day. The Company will schedule employees with less than six (6) years of service as of their seniority date from their plant preferences on Saturday only where operationally required.

Leaves defined in the Collective Agreement will be considered to be days worked for the purpose of defining the Monday to Friday work schedule.

Unscheduled call-in on Saturday or Sunday will be four (4) hours at double time (2X) as a minimum with payment up to the hours worked. If the employee chooses to work a full shift, they will be paid the full shift at double time (2X).

The Parties agree that when an employee has been called in on Saturday or Sunday and the employee worked the evening prior, the employee will be guaranteed the ten (10) hour break noted in Article 8:07 before being required to report for duty, and the employee shall be paid back their scheduled starting time for that day where applicable.

8:05 Early Start:

Any employee starting prior to 6:30 a.m. who has been paid overtime rates, shall be paid from their regular starting time, as far as their guaranteed call-in and daily guarantee is concerned.

Any employee starting at 4:30 a.m. or earlier shall be paid a premium of thirty-two dollars (\$32.00).

8:06 Late Start:

Employees called in after their regular starting time shall receive pay from no later than 10:00 a.m. A driver has the option of accepting or declining the call-in. Employees called after their regular starting time shall be allowed up to one-half (½) hour after their regular starting time to report for work, unless reasonable circumstances warrant a longer time to report for work being allowed.

8:07 Break Between Shifts:

Ten (10) hours shall be the minimum break between an employee's finishing time and their following starting time, otherwise overtime rates shall prevail for the entire shift. This clause will not apply when an employee is bumping to the opposite position unless it is an emergency.

8:08 Daily Overtime:

- (a) Time worked in excess of the normal work day shall be paid as follows:

Time worked in excess of eight (8) hours and up to ten (10) hours shall be paid at time and one-half (1 ½).

Time worked in excess of ten (10) hours shall be paid at double time (2X).

- (b) Employees may request permission to refuse to work overtime, providing such request is made during the first two (2) hours of the employee's shift.

Confirmation of such request will be given by mid-shift, and such permission shall not be withheld provided the Company's operations are not adversely affected by a shortage of personnel.

8:09 Normal Days Off:

- (a) **Saturday:**

All work offered on Saturday will be paid at double time rates (2X) except as outlined below.

All hours worked by Ready-Mix Drivers and Field Quality Control Technicians on Saturdays shall be paid at two times (2x) when it becomes the sixth (6th) day worked.

Where an employee has not worked the five (5) days immediately prior to the Saturday the first eight (8) hours worked on Saturday will be paid at straight time rates and all hours worked beyond eight (8) hours will be paid according to daily overtime rules unless the following applies.

Ready-Mix Drivers and Field Quality Control Technicians who did not work the five (5) days but were available to work or were unavailable due to unpaid leaves approved under the collective agreement or other reasonable circumstances, shall be paid at one and one half (1 ½ x) the rate for the first eight (8) hours and two times (2x) thereafter.

For clarification, Monday will be the "6th" day for Field Quality Control Technicians who are on a Tuesday to Saturday schedule for the purposes of the above overtime application.

- (b) **Sunday:**

All hours worked on Sundays shall be paid at double time (2X) rates.

8:10 Equalization of Overtime

Overtime shall be divided as evenly as possible within each quarter as applicable to each job classification or work area. Every attempt will be made by the Company to distribute overtime on an equal overtime hourly basis quarterly. Should any employee refuse to work overtime, said hours shall be recorded as overtime worked for the purpose of calculating their eligible overtime hours.

Seniority will be the only determining factor for overtime distribution on Sundays and General Holidays.

The equalization of overtime will not apply to Field Quality Control Technicians for all overtime.

8:11 Additional Shifts:

- (a) Where more than one shift is required and continued for three (3) or more consecutive days, eight (8) hours inclusive of a meal period shall constitute the second shift for which the shift premium of fifty cents (50¢) per hour shall be paid. Eight (8) hours inclusive of a meal period shall constitute the third shift for which a premium of fifty cents (50¢) per hour shall be paid.
- (b) Afternoon shifts shall not commence prior to 1:00 P.M. and not later than 4:30 P.M.

Night shifts shall not commence prior to 7:30 P.M. and not later than 11:00 P.M.
- (c) In the event that additional shifts are not required for three (3) consecutive days, or more, overtime rates shall be paid. Bumping rights will not apply. Opportunities to work this shift will be offered weekly.
- (d) When additional shifts are required, a two (2), three (3) or four (4) week swing shift shall be established wherever possible. The senior persons shall have first choice as to which shift they shall start at.
- (e) Should the Company require a second or late shift, all employees, in order of seniority, shall be given a choice to either take the shift or remain on days. Where there are an insufficient number of employees available for a second shift, the Company will proceed to call employees in reverse seniority order, and those employees must report.
- (f) When due to continuous pours for periods of five (5) days or more, the start of the work week shall be at 00:01 A.M. Monday and shall end at 12:00 midnight Friday.

8:12 Call Outs and Call Backs

Employees who are called in to work by management after completing their workday shall be guaranteed four (4) hours pay at two times (2x) their regular rate of pay.

Millwrights who are called in to work by management on their scheduled day off, shall be guaranteed four (4) hours pay at two times (2x) their regular rate of pay.

Where the employee and the Company have agreed on the time the employee will return to work the employee shall be paid upon reporting for work. Where the employee is required by management to report immediately due to an emergency and will report within sixty (60) minutes, the employee's four-hour guarantee shall be paid from the time they accept the work.

ARTICLE 9 - SENIORITY

9:01 Probationary Period:

All new employees shall have a probationary period of sixty (60) worked days, after successful completion of a training period. Tradespersons and Quality Control Technicians shall have a probationary period of sixty (60) worked days immediately following date of hire,

9:02 Seniority List and Classification:

- (a) The Company shall keep posted on a suitable notice board on its premises an up-to-date list of all employees covered by this Agreement, showing the date when each commenced their employment with the Company and shall forward a copy of each list to the Union as it is posted. Such lists shall be renewed at least every three (3) months, and shall show the employees' classifications.
- (b) An employee working in the Washout classifications will remain in that classification for the full week. They cannot bump into another classification or be bumped out by another employee regardless of seniority for the entire week.

9:03 Layoff and Re-hire:

- (a) The Company when laying employees off shall lay them off in reverse order of seniority.
- (b) Any employee subject to a layoff through a reduction in the work force as a result of work shortage shall have the right to exercise their seniority the following day, to work in a classification held by a less senior employee within their own Division. In order for a laid off employee to bump a less senior employee in another Division, the employee must have three (3) consecutive working days off. When filling a position through this procedure, the employee must be reasonably competent to perform the duties of the position into which they bump, and remain in that position until a suitable replacement can be found. Every effort will be made to find a suitable replacement.
- (c) It shall be the responsibility of the Company to notify a laid off employee where junior people to them are working. When a laid off employee has been properly notified, they then has no right to claim wages for time periods that they did not choose to work in at that specific job.

- (d) If no work is available for their classification at their home/own depot or plant, employees shall be entitled to work at their classification at another depot or plant, or where there is no other work in their classification, to work at another classification where reasonably competent, in any plant or depot that junior persons are working. Employees who are not assigned work at their designated home plant will be scheduled based on the alternate plant preference order they have provided to Management. Employees can change their alternate plant preference order no more than twice each year, once between May 1st and May 15th and once between October 1st and October 15th, except where there is a major life event, an equipment move of two (2) or more units or other extenuating circumstances. Employees shall have the option to indicate their preference to pass on work (BOB) as one (1) of their alternate plant preferences and opt-in or opt-out for accepting labourer work. However, this shall not exclude the employee from working when they are required to do so. Employees may revoke their preference to BOB or their willingness to accept labourer work as long as they submit the request in writing by 12:00 P.M. the day prior. Employees who revoke their preference will be revoking until they advise Management otherwise. Employees may not revoke and remove their revocation, or vice versa, more than one (1) time in a week.

Employees in the bargaining unit who hold a classification other than Labourer, will be provided the opportunity to “opt-in” or “opt-out” of labour work on a weekly basis. Where there are not enough employees in the labourer classification to do the work or where there is a work shortage, the Company will call in employees who have opted-in who would otherwise be not working. Employees who elect to opt-in must accept the work when offered or they will be removed from the opt-in list. External resources will be used on any given day where there are not enough employees who have opted-in and the posted labourers are absent from work. The wage rates for these external resources will be agreed upon between the Union and the Company. Employees who opt-out will not be offered the work during the opt-out period except where the Company cannot secure alternate resources. Employees will not have their pay reduced when they accept the labourer work on a daily basis.

- (e) When vacancies occur, the Company shall re-hire laid off employees according to their seniority with the Company, beginning with the most senior employee and proceeding in turn t hereafter. It is agreed that seniority prevails on the driving of trailer units.

9:04 Job Posting:

- (a) No employee may change job positions through the posting procedure more than twice in any twelve (12) month period. An employee may only hold one (1) regular and one (1) relief posting at any given time. The posted relief employee holding a relief posting must fill in for the posted employee when required, or forfeit the relief posting on a “senior may junior must” basis at that location. Where the posted relief is unavailable the floating relief employees will fill in on a senior may junior must basis. (Exceptional circumstances will be reviewed by Management and the Union.)

- (b) The Company shall post and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, on a suitable notice board at each place of business maintained by the Company, notice of vacant positions, new positions and promotions, each specifying the applicable location. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee is reasonably competent to do the work. All employees may post into classifications or areas consistent with their seniority. Any employee shall be entitled to apply for any posted position or promotion. This would include employees on annual vacation leave. Employees who were absent at the time of the posting due to an approved Leave of Absence or Disability Leave, who return to work within ninety (90) days of the date of posting, may exercise their right to apply for the posting within seventy-two (72) hours of returning to work.
- (c) The successful applicant shall be on probation in their new job for thirty (30) working and/or training days during which time they may be returned to their former job if they do not make satisfactory progress or if they apply to the Company to be returned. The Union shall receive copies of all postings and the assignments of such postings. Where an employee is returned to the former job, the next most senior applicant from the same posting will be provided the opportunity. This process will continue until there are no more employees who applied during the same posting opportunity; at this time the Company will be permitted to hire externally to fill the role.

9:05 Loss of Seniority:

- (a) Seniority will not be retained by an employee who is laid off for lack of work and who is not re-hired within a period of twelve (12) months from the date of lay-off.
- (b) Should a properly notified employee, however, not report for work then their name would be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

ARTICLE 10 - GENERAL HOLIDAY

10:01 Entitlement:

Every employee covered by this Agreement shall receive a day's pay for New Year's Day, B.C. Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and December 31st, and any other holiday proclaimed by the Provincial Government which is recognized in the Employment Standards act of British Columbia which will then replace the employee's choice of either Easter Monday, Boxing Day or December 31st. Any employee required to work on any of the above holidays shall receive double time (2X) in addition to the day's pay.

10:02 Qualify:

Employees shall qualify for General Holiday pay if they have worked, are on vacation or are on an approved leave within the pay period inclusive of the holiday or within the pay period preceding the date of the holiday, provided however, that the employee shall have worked their "scheduled" work day prior to such holiday and their "scheduled" work day after such holiday unless express permission to be absent shall be obtained from their Manager. Employees will not qualify if on W.C.B. or disability.

10:04 Observed Days:

If a General Holiday falls on Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive General Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays. Both December 31st and National Day for Truth Reconciliation will be observed on the day on which they fall.

ARTICLE 11 - ANNUAL VACATION

All employees will be on a current accrual system for vacation. This means vacation time and pay will be accrued (earned) and taken in the same calendar year.

11:01 Common Anniversary Date:

All employees will have a common anniversary date of January 1st for the purposes of calculating an employee's vacation entitlement for that year; this will commence upon completion of the first (1st) year of employment. Employees in their first year of hire will be deemed to have completed one (1) full year of service as of December 31st of that same year.

Employees are entitled to take their vacation starting on January 1 of each calendar year. Increases in vacation allowance will be effective on January 1 of an employee's anniversary calendar year. Unearned vacations that have been taken will be deducted from the employee's last pay.

11:02 Vacation Entitlements:

Year of Hire:

Employees in their first (1st) year of employment will receive four percent (4%) of annual gross earnings as vacation pay. Employees will accrue one (1) day per full month of employment to a maximum of ten (10) days to take as vacation time within their first (1st) calendar year of employment. Vacation days will be scheduled as per Article 11:10.

Two Weeks:

Each employee who has completed one (1) year of continuous service in the employ of the Company shall be entitled to two (2) consecutive weeks' vacation with pay equal to two (2) full weeks' straight-time pay at the employee's regular rate, or four percent (4%) of annual gross earnings, whichever is the greater.

Three Weeks:

Each employee who has completed three (3) years' continuous service shall be entitled to a total of three (3) weeks' vacation with pay equal to three (3) full weeks' straight-time pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

Four Weeks:

Each employee who has completed eight (8) years' continuous shall be entitled to four (4) weeks' vacation with pay equal to four (4) full weeks' straight-time pay at the employee's regular rate, or eight percent (8%) of annual gross earnings, whichever is the greater.

Five Weeks:

Each employee who has completed seventeen (17) years' continuous service shall be entitled to five (5) weeks' vacation with pay equal to five (5) full weeks' straight-time pay at the employee's regular rate, or ten percent (10%) of annual gross earnings, whichever is the greater.

Six Weeks:

Each employee who has completed twenty-five (25) years' continuous service shall be entitled to six (6) weeks' vacation with pay equal to six (6) full weeks' straight-time pay at the employee's regular rate, or twelve percent (12%) of annual gross earnings, whichever is the greater.

Summary

Years of Service	Length of Vacation (Weeks)	Payment (whichever is greater)
1 year to 3 years less a day	2	2 full weeks or 4% annual gross earnings
3 years to 8 years less a day	3	3 full weeks or 6% annual gross earnings
8 years to 17 years less a day	4	4 full weeks or 8% annual gross earnings
17 years to 25 years less a day	5	5 full weeks or 10% annual gross earnings, plus 1 floating vacation day
25 years and over	6	6 full weeks or 12% annual gross earnings, plus 2 floating vacation days

11:03 Payment of Vacation Accrual Balance

Prior to February 1st of each year, the Company shall pay to each employee any remaining balance in their vacation accrual from the prior year. This amount will be equal to the employee's vacation percentage of gross annual earnings payable for vacation for the previous calendar year less any vacation pay that has been already paid for that same calendar year.

11:04 Vacation Requirements and Rights:

(a) Where an employee has not worked one thousand (1,000) hours in a calendar year, the employee will only be entitled to their actual accrued vacation value and not the "greater" calculations noted in Article 11:02.

(b) **Employees on Workers Compensation or Illness**

The provision requiring employees to have worked a minimum of one thousand (1,000) hours in each year in order to qualify for the full two (2) week, three (3) week, four (4) week, five (5) week, or six (6) week provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation or through illness. Employees absent through Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to re-qualify by working the minimum one thousand (1,000) hours in the following year, or be paid their vacation pay as set out above. Rates used to calculate weekly pay shall be those applicable for the time the vacations are taken.

(c) **Vacation on Termination**

On termination, employees who have completed one thousand (1,000) hours in that year shall receive the full vacation entitlement as per above schedule.

(d) **Laid off Employees**

A former employee who has been laid off, if rehired after twelve (12) months of layoff (periods not exceeding twenty-four [24] months), will retain their vacation entitlement accrued at the time of being laid off. Any further increase in vacation entitlement will be based on the new start date.

11:05 Working While On Vacation:

Should the Company request employees who are on vacation and have advised that they are available, to return to work during their vacation period, the Company shall pay said employees' wages equivalent to those paid for working Statutory Holidays. Employees will be called in after all active employees (not on vacation or leave) have been scheduled to work, however start times will be based on overall seniority.

11:06 Vacation Scheduling

- (a) The scheduling and selection of vacation time will be based on seniority within each classification as noted below. The minimum number of employees permitted off on vacation, floating vacation days and days in lieu of General Holidays, shall be as follows:

Classification	PEAK (per Article 11:12) Minimum # Permitted	NON-PEAK Minimum # Permitted
Production/Drivers*	10%*	12%*
Quality Control	1 employee	2 employees
All other classifications	1 employee per classification group	1 employee per classification group

*This is a percentage of active employees therefore may exclude any employees on short term disability or long term disability or any other approved leave, who may not be returning to work during the book year. This number will be rounded up or down to the nearest whole number. The Company will meet with the Union to determine who will be deemed active or inactive during the third (3rd) quarter Union-Management Meeting.

Requests for floating vacation days as noted in 11:02 will be approved to a maximum of two (2) employees permitted off each day. Approval of these days are determined independently of other requests and therefore have no impact on the percentages permitted off for regular vacation day off requests.

The Company shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacation.

- (b) Employees shall be entitled to take their vacations in one (1) continuous period.
- (i) All vacations shall be taken within the calendar year for which they are applicable. Except where noted in ii and iii below, vacation shall be taken in minimum increments of one (1) calendar week at a time, Sunday to Saturday in blocks of five (5) vacation days Monday to Friday.
 - (ii) Where a General Holiday falls within the employee's booked vacation block, the impacted day will be taken at a later date, mutually agreed upon by the employee and the Company (i.e. four (4) vacation days will be used, rather than five (5) vacation days). These days may be booked once the final vacation calendar has been posted on or before January 15th.
 - (iii) Employees may elect to break up one (1) week of their vacation to five (5) single days. These days may be booked once the final vacation calendar has been posted on or before January 15th.

- (c) Where an employee has provided a retirement date in writing and has indicated on that same document that they are taking their vacation prior to their retirement date, this period of vacation shall not be included in the vacation process and shall not affect the minimum numbers permitted off as noted above. Where an employee has made this decision in writing, except where appropriate notice of the change to the vacation dates has been provided per Article 11:12 below, the Company will not accept a change to the retirement date; the employee will be deemed to have retired as of the date they communicated as their retirement date.

11:07 Vacation Booking Guidelines

No later than September 1st of each year, the Company will post on the bulletin board and send out via Company email and/or to all employees who have shared their email address, the vacation selection guidelines for the booking window outlined below. The vacation selection guidelines will outline the booking dates for employees to submit their vacation request in order of seniority within the classification. Employees on disability or other approved absence will be included in the process in line with their seniority and will be permitted to submit their request over the phone during their booking time.

11:08 Vacation Booking Calendar

No later than September 15th of each year, the Company will post a vacation booking calendar which will clearly show all days available for booking vacation, with observed days for general holidays noted as such, for employees to select their vacation for the following year. The calendar will include, in order of seniority within the classification, the employee's name and vacation entitlement and the number of employees allowed off each week per Article 11:06 (a).

11:09 Vacation Scheduling Period

Between October 1 and November 30

Starting on October 1st of each year (or the Monday following where October 1st falls on a weekend or holiday) and ending November 30th, the Company will ask employees individually in order of seniority, to make their vacation selection for the following year in line with the vacation booking guidelines. Floating vacation days may also be booked at this time.

Once the Company and employee have verbally agreed on the vacation dates for an employee, the employee will complete one (1) vacation request form for each of the weeks agreed upon and the company will mark the forms as approved, returning a copy to the employee for their records. Vacation dates that have been agreed in writing cannot be changed until after January 15th and only where there is room in the vacation calendar.

- Employees will be permitted to defer their selection to the end of that day however their vacation approval will be based on the time they actually made their selections that day, irrespective of their seniority within that group of employees on that day.
- Employees who decline to make their selection during their scheduled vacation booking day will not be permitted to schedule their vacation until after the booking selection period has ended.

Between December 1 and December 20.

Starting on December 1st (or the Monday following where December 1st falls on a weekend) and ending December 20th, employees who have remaining floating vacation days will be provided the opportunity to book these days individually in order of seniority.

In addition, employees who did not book their vacation between October 1 and December 1 will be provided one final option to make their vacation selections for the following year. Employees will be permitted to select their vacation on a first come first served basis per Article 11:10 below.

December 20 - January 14

Where an employee does not make their full selections by December 20th, any remaining vacation weeks, with the exception of one (1) week, will be scheduled for the employee by the Company. This process will be completed between December 20th and January 14th.

The final vacation calendar will be posted on or before January 15th of each year.

11:10 First Come-First Served Vacation

Following the vacation calendar being posted on or before January 15th of each year, any unbooked vacation will be booked on a first come, first served basis. This includes the one (1) week or five (5) single vacation days the employee has chosen to defer, any applicable days in lieu of General Holidays and any remaining floater vacation days. The request process will be completed as per the vacation booking guidelines. For first-come, first-served requests made on the same day, seniority shall be the determining factor.

11:11 Un-booked Vacation

Employees who have any remaining unbooked vacation as of August 1st will have their remaining week booked for them by the Company.

11:12 Changing Vacations:

In order to change scheduled vacations, the employee must do so, in writing, a minimum of one (1) month prior to the first (1st) day of the vacation. Changes to booked vacation can be made after the final vacation calendar has been posted on or before January 15th. Employees will be required to advise which week(s) they wish to change to at the time they confirm there will be a change and approvals will be subject to the minimum number of employees permitted off on vacation.

Where the vacation week the employee wishes to change from, is during peak periods, meaning it includes any of the following:

Good Friday, Easter Monday, July 1st through September 10th, National Day for Truth and Reconciliation, Thanksgiving Day, Christmas Day, Boxing Day, New Years Eve and New Years Day, the Company will advise all employees of the week that has come available to provide the opportunity for employees to select from the available weeks. Employees shall have three (3) working days to submit their request and the Company shall advise the most senior employee(s) who have been awarded the vacation week.

ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES

12:01 Meal and Work Breaks:

- (a) Employees may take paid meal breaks at appropriate production breaks, specifically when the break does not cause a delay to production or delivery to customers. Any employee who wants to take a thirty (30) minute meal break may do so provided they have approval from dispatch, however such thirty (30) minute break shall be unpaid.
- (b) Effective January 1st, 2023, employees will be paid a one dollar and sixty-five cents (\$1.65) per hour premium in lieu of the scheduled break to facilitate continuous delivery. This will be increased to one dollar and seventy cents (\$1.70) on January 1st, 2024, to one dollar and seventy-five cents (\$1.75) on January 1st, 2025 and to one dollar and eighty cents (\$1.80) on January 1st, 2026. This applies to all employees in the bargaining unit and will be paid on each pay day.

12:02 Meal Allowance

Where overtime preceding or following the employee's normal shift goes beyond three (3) hours the employee shall be paid sixteen dollars and fifty cents (\$16.50) effective July 1, 2023. This amount shall increase to seventeen dollars (\$17.00) effective January 1st, 2024, to seventeen dollars and fifty cents (\$17.50) effective January 1st, 2025 and to eighteen dollars (\$18.00) effective January 1st, 2026. The time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked. This condition shall be updated each four (4) hours.

12:03 Coffee Break:

A coffee break shall be allowed each employee of the Company as close to midway in the first half of the shift, and as close to midway in the second half of the shift, as possible. Time allowed for coffee breaks shall be fifteen (15) minutes each.

12:04 Labour Management:

The Company shall establish or continue during the term of this Agreement a Labour Management Committee, which shall meet during working hours, at least once each quarter. A senior representative of management or their delegate shall attend these meetings.

12:05 Industrial Health and Safety Meetings:

The Company shall establish or continue an Industrial Health and Safety Committee of which management personnel shall not outnumber Union members. This Committee may meet in conjunction with the Labour Management Committee, and shall operate as required by the Occupational Health and Safety regulations.

12:06 Personal Protective Clothing:

- (a) The Company will provide employees with at a minimum hard hats, safety glasses, earplugs, gloves and any specialized safety clothing (i.e. welding protective clothing).

- (b) All employees are responsible for supplying and wearing CSA approved safety boots that meet Company policy requirements.

The Company will pay a safety gear allowance of ten cents (\$0.10) per hour for every hour worked to employees who have one (1) year's seniority or more. This payment will stop on July 31st, 2023.

Effective August 1, 2023, all employees will be entitled to be reimbursed for the purchase of safety related clothing purchases made during the 2023 calendar year, including but not limited to safety boots and rain gear, to a maximum of one hundred and fifty dollars (\$150.00). Receipts for reimbursement shall be required and will be accepted in the months of November and December only for purchases made that same year. Receipts received after December 31st will not be accepted for reimbursement for purchases made during the prior year, except where extenuating circumstances exist.

This amount will increase to three hundred and fifty dollars (\$350.00) on January 1, 2024 for purchases made in 2024 and all subsequent years.

- (c) The Company has a prescription safety glasses program which allows employees to select prescription safety glasses which will be paid for by the Company.

12:07 Vehicle Safety:

Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements.

It shall be the driver's responsibility to report in writing to the immediate Supervisor any vehicle considered unsafe. Such vehicle shall be inspected; and if it is deemed mechanically unsafe, it shall be tagged "OUT OF SERVICE" until properly repaired. Where the mechanic has deemed the vehicle to be safe the Mechanic shall sign off on the pre-trip to confirm for the driver that it is safe to operate.

12:08 First Aid:

The Company, when requiring first aiders who work at other duties in addition to their regular rate, shall pay such employees for the class of ticket required at the following rates:

Level 1 Ticket	\$0.50
Level 2 Ticket	\$1.00
Level 3 Ticket	\$1.25

12:09 On Job Injury:

When an employee meets with a personal accident or injury while on the job, they shall be paid their full day's wages for the day of the accident, providing the personal accident has been reported to the Supervisor or qualified First Aiders. Immediately following first aid and as soon as practical after medical treatment, the employee will advise their Supervisor as to their status. The First Aiders shall submit the name of any employee they treat during or before the completion of the shift.

12:10 Time Off Re Accidents:

Should an employee be involved in an accident while on Company time, or with a Company vehicle, they shall be allowed time off without loss of pay to go to Court or any other agency as may be required. The Company will supply representation for the employee if there is any possibility of the Company being involved in any action because of the accident. The above to apply as required to appear as a witness on behalf of any case or accident as outlined above.

12:11 Jury Duty and Crown Witness:

The Company shall continue to pay per 8:02 and excuse from duty, any employee whose absence on any scheduled work day is due to serving on Jury Duty or who has been subpoenaed as a witness for the Crown in any Court of Law. However, all sums received by way of payment for these duties shall be payable to the Company to the end that no employee shall receive both their regular applicable rate and pay for Jury Duty, or similarly for appearing as a Crown Witness. It is agreed that employees must make themselves available for work when not required to be in attendance as Crown Witnesses or Jurors.

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

12:12 Bereavement Leave:

In the event of a death in their immediate family and upon the request of a regular employee, three (3) straight-time eight (8) hour days off work will be paid for by the Company. For the purposes of this Article, immediate family shall be defined as the employee's spouse, mother, father, children (including common-law and stepchildren), sisters, brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfathers, grandmothers, and grandchildren. In addition, if the employee is notified of the death while they are working, they will be excused from, and paid for the balance of that working shift, and such time shall not be charged against the three (3) days of leave. Granting of bereavement leave for relatives or dependents other than those described above shall be at the discretion of the Company and shall not be unduly withheld.

12:13 Leave of Absence:

Leaves of absence may be granted at the discretion of the Company and will require the consent of the Union. All applications for leaves of absence must be made in writing. All applications will be replied to in writing and a copy of such will be remitted to the Union. Employee's seniority protection shall be in accordance with the Union regulations.

Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit their seniority and name will be stricken from the seniority list and they will no longer be considered as an employee of the Company.

12:14 Medical Examinations:

- (a) The Company shall pay employees who are requested by the Company to take a physical examination for the hours of the exam. The examination shall be during working hours at a mutually agreed upon time.

The physical examination is for the sole purpose of determining whether or not the employee is physically capable of carrying out their regularly assigned duties. The physician examination will result in only a fit or unfit response from the Company Doctor.

- (b) If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out their regularly assigned duties, the following procedure shall be applied:
 - (i) The Company shall assign the employee to other duties if possible. In the event it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee, at their own expense, shall have the right to be examined by their personal physician.
 - (ii) If there is no agreement between the two physicians on the condition of the employee the two physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (iii) The findings of the consultant shall be final and binding.
 - (iv) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
 - (v) Should the consultant deem the employee to be capable to return to work but not to their assigned duties, the employee shall be retrained and reassigned to an existing job within their capabilities and seniority as per Clause 17:02. This shall also apply to employees returning from a Workers' Compensation Board compensable injury.
 - (vi) Should the consultant deem the employee to be capable of carrying out their regularly assigned duties, then the employee shall not suffer any loss of earnings caused by their having been removed from or temporarily suspended from their regularly assigned duties.

12:15 Licences and Bonding:

- (a) Should the Company or any Government Agency require licences for the job they are doing, such as air tickets, or require an employee to be bonded, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee, and the Company shall be required to pay for any examinations (including medical), Ministry of Transportation driver's licence processing fees, licences or bonds they require. The time taken under this Article shall be as approved by the Company.

This provision shall also apply to employees absent for any reason who are still on the seniority list.

- (b) Should an Insurance Company refuse to insure any employee, every consideration will be given to the employee so that they will not lose their employment.

12:16 Higher Classification:

- (a) If a person starts their day's work, they shall not be paid less than their regular posted rate for the day. If work is to be made available at a lower classification they shall be notified the day previous.
- (b) If an employee works at a classification of a higher rate for less than two (2) hours, they shall be paid a minimum of four (4) hours at the higher rate and if they work at a classification of a higher rate for more than two (2) hours, they shall be paid the higher rate for the whole shift.

12:17 Coveralls and Gloves:

Upon request, the Company shall supply to employees, on an exchange basis, Union made coveralls and suitable gloves. Such articles to be maintained and delivered by a Company having an agreement with a Teamsters Local Union. Such clothing shall be of proper fit for each employee. The wearing of coveralls to be subject to the comfort of the employee.

At the discretion of the Company, employees on dirty jobs may be issued more than the normal issue of coveralls.

12:18 Washrooms and Lunchrooms:

The Company agrees to maintain in its terminals and depots adequate clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy.

These facilities shall be large enough to accommodate the work force at each terminal or depot as per Occupational Environmental Branch Regulation.

12:19 Time Cards:

Employees shall be notified prior to payday or sooner, if possible, of changes to their time cards. The exact change shall also be explained.

12:20 Absence of Lead Hand:

Where a currently employed Lead Hand is absent for a full shift or more, an employee shall be designated as Lead Hand.

12:21 Tools:

The Company shall replace with the same quality any tool that is broken or worn in the performance of an employee's duties. The Company shall provide any new tools at its own cost as required for employee's to fulfill their job duties.

12:22 Cell Phones:

Employees who are willing to use their personal cell phones during working hours can request a T2200 for their taxes in the month of February.

12:23 Designated Home Plants and Plant Preference for Ready-Mix Drivers, Millwrights and Quality Control Technicians.

(a) Ready-Mix Drivers, Millwrights and Quality Control Technicians will each have a designated home plant. Employees who wish to change their designated home plant may do so based on their seniority when there is a vacancy. Vacancies are created only when one (1) of the following occurs:

- (i) An employee retires, resigns or is otherwise terminated,
- (ii) The Company allocates additional equipment to a plant; note this does not apply where the equipment is for the purpose of replacing equipment at that plant,
- (iii) The Company and the Union have agreed in a Union-Management Meeting that one (1) or more vacancy has been created for reasons other than those noted in 1 & 2.

(b) Employees will be scheduled from their designated home plant provided they are required operationally to work from that location based on their seniority. Where an employee is not required to work out of their designated home plant they will be dispatched as outlined in 9:04 (c).

Employees cannot be bumped from their home plant on a daily basis except as a result of 9:04 (c).

(c) Where the Company reduces the amount of equipment at a plant and this results in employees having a designated home plant at which they will not work on a regular basis, such impacted employees will be required to designate a new home plant based on their seniority. Where equipment is moved back to a plant which led to employees being displaced and forced to change their designated home plant, such impacted employee(s) will have the right to re-designate their previous plant as their home plant irrespective of seniority provided less than one (1) year has elapsed since they changed designated home plants. Where the period of time is greater than one (1) year, seniority shall prevail for the vacancy per (a) above.

(d) The Field Quality Control Group and Millwrights will start from their plant preference provided they are optionally required to work from that location based on business needs.

ARTICLE 13 - TRANSPORTATION AND BOARD

13:01 Local Travel:

When work is available for employees at their normal starting place or depot and they are directed to work out of other depots, plants or designated areas, they shall be paid either:

- (a) From their normal starting place or depot, when working with Company equipment, or at the employee's option,
- (b) While travelling from their normal starting place or depot and return, plus a travelling allowance equivalent to the CRA maximum per kilometre,
- (c) While travelling from their normal starting place or depot and return by Company provided transportation.

13:02 Work Opportunity Other Depots:

When work is not available for employees at their regular starting place or depot and work is available at another plant or depot, employees laid off from their regular depot will be given the opportunity to work at the other plant or depot provided they are qualified. Employees other than Maintenance employees shall not be entitled to receive travelling time or allowance or to be provided with transportation.

ARTICLE 14 - GRIEVANCE PROCEDURE

14:01 Qualifying Period:

If, during the term of this Agreement, there should arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation, or any violations thereof, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error, no consideration shall be given to either party unless such grievance is submitted within fifteen (15) calendar days from the date of the alleged occurrence or incident. In the case of payroll errors the time limit will be thirty (30) calendar days.

14:02 Time to Resolve Dispute:

Step 1

Within the time limits listed above, i.e., fifteen (15) calendar days or thirty (30) calendar days, the employee shall discuss the difference on an informal basis with the appropriate Manager or Supervisor. The employee may elect to be accompanied by a Shop Steward.

Step 2

In the event that the parties fail to reach a satisfactory settlement under Step 1 within five (5) working days after the difference was submitted to them or within such longer period as the parties agree to, then the grievance shall be placed in writing and given to the appropriate Manager or Supervisor with a copy to the appropriate Shop Steward, and within five (5) working days, a meeting arranged between the Shop Steward and the appropriate Manager or Supervisor. The Shop Steward may elect to be accompanied by the employee.

Step 3

In the event that the parties fail to reach a satisfactory settlement under Step 2 within five (5) working days after the difference was submitted to them or within such longer period as the parties agree to, then it shall be referred to the General Manager and the Union representative and within five (5) workings days, a meeting shall be arranged between the parties to resolve the dispute.

Step 4

In the event that the parties fail to reach a satisfactory settlement within five (5) working days after the difference was submitted to them or within such longer period as the parties agree to, then it shall be referred to as follows:

14:03 Arbitration:

- (a) The party desiring Arbitration shall, within ten (10) working days, or such period as mutually agreed to, notify the other party in writing of their choice(s) of Arbitrator, and confirm the matter in dispute.
- (b) The party receiving the notice shall within then (10) working days thereafter, or such period as mutually agreed to respond in writing with acceptance of the proposed Arbitrator or must provide the name(s) of alternate Arbitrator(s).
- (c) The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make the award within ten (10) days from the date of the appointment, provided the time may be extended by agreement of the Parties.

14:04 Suspension or Discharge:

- (a) If the Arbitrator finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights, benefits and privileges which they would have enjoyed if the suspension or discharge had not taken place AND PROVIDED THAT the Arbitrator, if circumstances are established before it, which in the opinion of the Arbitrator, makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.
- (b) The Arbitrator shall have the power to substitute a suspension in lieu of a discharge.
- (c) The award of the Arbitrator shall be binding upon both parties.

14:05 Cost of Arbitrator:

The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares.

14:06 Discipline:

- (a) When members of the bargaining unit are disciplined in writing or verbally and it is recorded in their employee personnel file for future reference.

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

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

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

- (b) Members of the bargaining unit shall be disciplined within fifteen (15) calendar days of the member becoming aware of the disciplined incident. Suspensions will generally be served on the day following determination of the investigation of any particular incident.

ARTICLE 15 - HEALTH AND WELFARE

Health and Welfare Plan:

15:01 Eligibility:

Eligible employees shall be covered by the Lafarge administered Health and Welfare Plan effective the first (1st) of the month following sixty (60) calendar days from date of hire.

Employees must meet the residency requirements of the plan sponsor, administrator and insurer to be eligible. Employees who do not meet the residency requirements will not be provided with benefits coverage under the Company sponsored plan as noted in this Article.

Where an employee does not meet the residency requirements the Company will provide a taxable payment to the employee equivalent to the premiums paid for benefits based on the employee's required coverage level.

The Company will not reduce the level of benefits in place at the time of ratification of the Agreement.

The Short Term Disability (STD) benefit amount shall be eight hundred dollars (\$800.00) per week.

The Long Term Disability (LTD) benefit amount shall be three thousand dollars (\$3,000.00) per month.

The Health Spending Account (HSA) which will provide a five hundred dollar (\$500.00) non-tax benefit annually for expenses not covered by the Benefit Plan.

15:02 Premiums:

The Company shall pay one hundred percent (100%) of the premiums for Life Insurance, AD&D, STD, Medical (including the HSA), Dental, and Vision.

Employees shall pay one hundred percent (100%) of the premiums for LTD.

15:03 Retirement Benefit Coverage Provisions:

All employees who retire from Lafarge (defined as an employee who has been employed for at least two (2) consecutive years and is over the age of sixty (60) years) will be covered for a maximum of one (1) year of extended medical and dental benefits through the Company sponsored benefit plan.

In addition, any employee who is over the age of sixty (60) years, and has twenty-five (25) consecutive years of service with the Company, and has provided at least six (6) months' notice, shall be paid a lump sum amount of four thousand dollars (\$4,000.00) to cover the cost of benefits on the final pay period following the date of retirement. Employees who are retiring and obtaining this benefit must actually be retiring and not leaving Lafarge to work for a Competitor to the Lafarge Ready-Mix business.

15:04 Sick Leave:

The Company agrees to pay one-fifth (1/5th) the amount of weekly indemnity per day off for the first three (3) days an employee is off work due to sickness or injury other than a compensable injury. This shall apply only where the employee's Weekly Indemnity claim has been established and the claim duration is greater than two (2) weeks.

ARTICLE 16 - PENSION PLAN

16:01 Eligibility:

The Company shall enroll all new employees in the Company Sponsored Defined Contribution Pension Plan effective the first (1st) of the month following sixty (60) calendar days from date of hire.

Employees who were grandfathered into either the Teamsters Local 213 Pension Plan or the Company Sponsored RRSP will continue in those plans. No new employees can move into either of these two (2) grandfathered plans at any time and any employee who elects to leave either of these plans shall not be permitted to rejoin either plan.

16:02 Contribution Rates:

The Company shall make contributions to the Company Sponsored Pension Plan (or grandfathered plan) at the following hourly rates, based on the total hours for which the employee receives remuneration; specifically, for hours worked, and hours paid for jury duty, vacation weeks and/or days taken bereavement.

- January 1, 2022 – Four dollars and sixty-five cents (\$4.65) per hour
- January 1, 2024 – Four dollars and eighty-five cents (\$4.85) per hour
- January 1, 2025 – Five dollars (\$5.00) per hour
- January 1, 2026 – Five dollars and fifteen cents (\$5.15) per hour

16:03 Employees over Age 71 Years:

The Company will continue to remit pension contributions to the Company Sponsored Pension Plan or the Teamsters Pension Plan for an employee only until December 31st of the year in which the employee turns seventy-one (71) years of age. Effective January 1st of the year following the date the employee attains seventy-one (71) years of age, all contributions will be paid directly to the employee on a quarterly basis. These contributions will be subject to applicable statutory deductions. This amount shall not be deemed to be wages and is therefore not be used for vacation pay calculations or any other compensation which would normally be calculated on wages.

ARTICLE 17 - TECHNOLOGICAL CHANGE

17:01 Technological Change

- (a) Notwithstanding the provisions of Article 4, the Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of the employees to whom this collective agreement applies.
- (b) Should automation or technological change cause jobs to disappear, the employee shall have the opportunity to work (providing they have the seniority) at another classification. Should training be required the employee shall be allowed up to twenty-one (21) days without any loss of pay.

17:02 Severance Pay:

- (a) The Company shall notify and compensate each employee with five (5) or more years of service whose employment is permanently discontinued due to automation, technological change or layoff according to the following:
 - (i) Provide work for a period of one (1) week for each year of service, or
 - (ii) Pay, at regular rates per Appendix "A", one (1) week per year of service where work cannot be provided, or
 - (iii) A combination of (a) and (b) above the total of which does not exceed one (1) week's pay per year of service where work cannot be provided for the full notice period.

- (b) Severance compensation as outlined in Article 17:03 shall be given to each employee whose employment is permanently discontinued as a result of the sale, lease or transfer, either in whole or part, of the Company's assets.

ARTICLE 18 - PROTECTION OF AGREEMENT

18:01 Should the Company or any employee violate the terms of this Agreement as provided in Article 7 - PAYMENT OF WAGES, Article 8 - HOURS OF WORK AND OVERTIME, by paying or receiving less than full wages or overtime as provided in Articles 7 or 8 or failure to remit contributions to the Pension Plan as per Article 16 - PENSION PLAN, then the following shall apply:

- (a) The Company shall pay double the amount of the difference between what should have been paid and that paid initially. This amount shall be paid forthwith to the Teamsters' Social and Sports Committee for its sole and discretionary use. The employee in receipt of such unlawful payment(s) shall be immediately suspended from employment until the said payment is made to the said Committee.
- (b) The Company shall then post a bond of one thousand dollars (\$1,000.00) with the Union. In the event of a further violation, said Bond shall be forfeited. The Company will post a further bond of two thousand dollars (\$2,000.00) with the Union which in the event of a further violation will also be forfeited, with each forfeit a replacement bond of twice the value of the one preceding will be posted.
- (c) In all cases of alleged violation all pertinent Company payroll records shall be made available to the Union.
- (d) In the event of disagreement as to the violation of this Article, either party may proceed directly to Arbitration under Article 14.

ARTICLE 19 - SAVINGS CLAUSE

19:01 No employee, who prior to the date of this Agreement, was receiving more than the rate of wages of this schedule, working fewer hours than stipulated in this Agreement shall suffer a reduction in wages, conditions or increase in hours because of the adoption of this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

20:01 Term:

- (a) This Agreement shall be in effect from and including January 1st, 2023 to and including December 31st, 2026 and shall continue in effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect, until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the agreement or a new collective agreement.

- (b) All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified.
- (c) It is mutually agreed that the operation of sub-section 2 and 3 of Section 50 of the *Labour Relations Code* is specifically excluded from operation in this agreement.

20:02 Retroactive Requirements:

It is agreed and understood that all retroactive pay shall be paid in full not later than the second pay day after signing of Agreement. This shall apply to all past and present employees who worked during the period to which the retroactivity is applicable.

DATED at Vancouver, British Columbia, this _____ day of _____, 2023.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

APPENDIX "A"

RATES PER HOUR

CLASSIFICATION	JAN 1, 2023	JAN 1, 2024	JAN. 1 2025	Jan 1, 2026
Plant Operator	\$44.66	\$46.33	\$47.49	\$48.68
Dispatcher Head	\$42.04	\$43.62	\$44.71	\$45.83
Dispatcher	\$41.63	\$43.19	\$44.27	\$45.38
Quality Control Technician	\$42.04	\$43.62	\$44.71	\$45.83
Red Seal Millwright	\$50.89	\$52.80	\$54.12	\$55.48
Journeyman Millwright	\$45.47	\$47.17	\$48.35	\$49.56
Washout Person	\$40.83	\$42.37	\$43.42	\$44.51
Trailer Operator	\$43.56	\$45.20	\$46.33	\$47.49
Mixer Driver	\$42.04	\$43.62	\$44.71	\$45.83
Truck Foreperson	\$42.04	\$43.62	\$44.71	\$45.83
In Class Training	\$26.63	\$27.63	\$28.32	\$29.03
On the job training	\$28.15	\$29.21	\$29.94	\$30.68
Labourer	\$35.00	\$36.31	\$37.22	\$38.15
Yard Equipment Operator	\$42.42	\$44.01	\$45.11	\$46.24

Employees who exercise their rights under Article 9:04 (c) will not have their rates reduced to the Labourer rate.

Starting in the second year of the agreement, the Company will adjust the wages in the above classifications in January of each year to the CPI for the prior year when the CPI average is greater than the negotiated wage increase for that year. The CPI will be defined as the annual CPI for the city of Vancouver as published by Statistics Canada "all items reporting" which is released in January of each year. The wage adjustment and any applicable retroactive payments will be completed by the second (2nd) pay period in February of the applicable year.

Lead Hands, Foreperson and Driver Captains:

Foreperson, Driver Captain and Field Trainer roles as well as Lead Hands for Plant Operations and Millwrights, will be appointed by Management based on experience and competencies. The Company has the right to remove an employee from the Lead Hand position. The Company will post the requirements for the Lead Hand position when it deems a need to fill the position. Employees who have been appointed to these roles will be paid a premium as outlined below. One of the key expectations for these positions is to train employees when required by management and therefore employees in these roles will not be paid an additional premium when they are training employees.

Plant Operations:

A Lead Hand premium of five dollars (\$5.00) per hour worked will be paid to the designated operator(s).

Maintenance:

A Lead Hand premium of five dollars (\$5.00) per hour worked will be paid to the designated Millwright(s).

Driver Captain Premium:

A Driver Captain premium of five dollars (\$5.00) per hour worked will be paid to the designated Driver Captain(s).

Foreperson:

A Foreperson premium of five dollars (\$5.00) per hour worked will be paid to the designated Foreperson(s).

Training Premium:

Employees who are requested by Management to train an employee who are not already receiving a Premium will be paid a training premium of five dollars (\$5.00) per hour for all hours of training approved by Management.

Supplemental Trade Ticket:

Additional seventy-five cents (\$0.75) per hour for tradespeople, who have a supplemental trade ticket, recognized by the International Training Authority (ITA) that Management accepts as being relevant to the individual's job.

APPRENTICES

- (a) Apprentices may be employed at a trade in the ratio of one (1) apprentice to every four (4) journeymen. Following is a table displaying the progression or rates for Apprentices:

First six (6) Months - Sixty percent (60%) Journeyman's rate
Second six (6) Months - Sixty-five percent (65%) Journeyman's rate
Third six (6) Months - Seventy percent (70%) Journeyman's rate
Fourth six (6) Months - Seventy-five percent (75%) Journeyman's rate
Fifth six (6) Months - Eighty percent (80%) Journeyman's rate
Sixth six (6) Months - Eighty-five percent (85%) Journeyman's rate
Seventh six (6) Months - Ninety percent (90%) Journeyman's rate
Eighth six (6) Months - Ninety-five percent (95%) Journeyman's rate

- (b) Apprentices shall be paid the difference between their regular pay and the amount from the Apprenticeship Board while attending Apprenticeship School providing they pass their examinations.
- (c) All provisions of this Agreement shall apply to Apprentices except where specifically provided for under the Apprenticeship Act.
- (d) New employees falling in this category will not be required to start at the minimum rate as provided herein, but shall be credited with previous experience as may be proven.

Prior to June 30, 2023 the Parties agree to meet and agree to language with respect to establishing Joint Apprenticeship Committee as well as a Program including but not limited to the application process, payment while at school (wages, tuition, books, etc.) and retention expectations and repayment plan as required. An extension to this timeline may be granted upon mutual agreement.

LETTER OF UNDERSTANDING No. 1

**BETWEEN: METRO READY MIX,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF THE LAFARGE HOLCIM GROUP
268 East Kent Avenue South
Vancouver, BC V5X 4N6**

(hereinafter called the "COMPANY")

**AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International
Brotherhood of Teamsters**

(hereinafter called the "UNION")

Re: Income Distribution Account

For the purpose of providing income during slow work periods, the Company provides an Income Distribution Account for each employee. With approval from the Company, this may also be used to create work opportunities for other employees.

Employees may choose to allocate overtime hours to this account to be withdrawn at a later date.

At the end of their shift, an employee may allocate all or a portion of overtime hours worked that day to this account. Overtime hours allocated will be converted to a dollar value based on the applicable rate of pay at the time the hours are banked. Employees may allocate up to the equivalent of five hundred (500) straight time hours. These hours can be replenished as they are used.

Employees must make a written request to be paid from their account by the Wednesday preceding payroll cut-off. These payments will be made at the rate of pay in effect when the money is withdrawn.

Employees may continue to allocate hours/money into this account until February 28th of each year. Any money that remains in the account on March 1st of each year will be paid out on the following pay day.

This Letter of Understanding will be reviewed during the term of this agreement and may be amended subject to approval of both parties.

DATED at Vancouver, British Columbia, this _____ day of _____, 2023.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 2

BETWEEN: **METRO READY MIX,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF THE LAFARGE HOLCIM GROUP**
268 East Kent Avenue South
Vancouver, BC V5X 4N6

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

(hereinafter called the "UNION")

Re: Plant Operator Classification, Richmond Aggregates Loader Operator and Relief Yard Equipment Operator

The structure for the Production Department for all Plants including the Richmond Aggregates Depot in the bargaining unit will be as follows:

- Plant Operator ¹
- Relief Plant Operator ²
- Yard Equipment Operator ¹
- Relief Yard Equipment Operator ²

¹ The Plant Operator is responsible for all duties associated with running the plant which may include operating heavy equipment. Where the plant and yard equipment can be run with only one (1) employee, the Plant Operator will be the only employee called in to do that work. The Yard Equipment Operator will only be scheduled when two (2) employees are operationally required to run the plant or Yard Equipment Operator duties are the only work to be performed at the plant or the Richmond Aggregates Depot, otherwise the employee will be scheduled in accordance with Article 9.04.

² Posted Relief employees are to be utilized when the Plant Operator or Yard Equipment Operator from their respective plant location are absent from work. When they are not scheduled in their Relief position, Relief Operators are to be scheduled to their posted position (e.g. Mixer driver / Labourer). Where operationally required, the Company will utilize the most accessible competent bargaining unit employee to fill the gap until the posted Relief employee can relieve them. Posted Relief employees may be asked to work at another location when there are not sufficient Floater Relief employees, and employees may be assigned on a "senior may junior must" basis, subject to qualifications.

For North Vancouver and Richmond only:

When the posted Plant Operator for either plant and/or the posted Yard Equipment Operator at North Vancouver are not scheduled at the plant, they are to be scheduled to another position for which they are qualified, with the exception of Plant Operator or Yard Equipment Operator at another location, except where these employees may elect to join the floater pool. Note: The Richmond Yard Equipment Operator follows ¹ above.

For Richmond Ready-Mix and Aggregates Depot only:

The Company will maintain one (1) full time Loader position at the Richmond Aggregates Depot which reports to and is managed by the Aggregates Division. Where required this position will also support the Richmond Ready-Mix Plant however will continue to report to Aggregates at all times. The Relief Equipment Operator will be used to provide relief to the Richmond Aggregates Depot as required. Where Ready-Mix is unable to provide employees to support the Aggregates Depot, the manpower will be supplied from outside the bargaining unit and such hiring will be in accordance with Article 3 of this Agreement.

Re: Posting Labourer Classification

The Company commits to continuing discussions regarding posting for this classification. These discussions will occur prior to July 31, 2023.

Floater Relief Employees

The Company will have two (2) pools of relief employees, one (1) for the West (Richmond, Kent Ave and North Vancouver) and one (1) for the East (Surrey and Port Mann). In each pool there will be a minimum of one (1) employee, who holds a Relief Plant Operator posting and a minimum of one (1) employee who holds a Relief Yard Equipment Operator Relief Posting. These employees will be trained to operate specific Ready-Mix plants and/or equipment within their respective area. Employees who hold this posting will be required to work at any location for which they have been trained when required. The purpose of this role is to provide additional support in the event the posted and relief employees at a specific plant are unavailable and to create a succession training pool.

Plant Operator

Permanent postings for the Plant Operator classification will specify the location of the posting and will be first awarded, to the most senior Plant Operator or Relief Plant Operator within the classification. Where the position remains unfilled, it will be awarded to the most senior employee from within the bargaining unit who has applied for the position. Posted Plant Operators cannot hold a relief posting.

Yard Equipment Operator

Permanent postings for the Yard Equipment Operator classification will specify the location of the posting and will be first awarded to the most senior Yard Equipment Operator or Relief Yard Equipment Operator within the classification. Where the position remains unfilled, it will be awarded to the most senior employee from within the bargaining unit who has applied for the position.

Relief Operators

Where there is a vacancy in the Relief Plant Operator or Relief Yard Equipment Operator classification pool, the position will be awarded to the most senior employee from within the bargaining unit who has applied for the position. Relief Plant Operators or Relief Yard Equipment Operators will be assigned to whichever location they have been awarded to.

Employees who choose to resign from their posting may not vacate the position until the earlier of forty-five (45) days or when the Company has a trained replacement in place.

DATED at Vancouver, British Columbia, this _____ day of _____, 2023.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 3

BETWEEN: **METRO READY MIX,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF THE LAFARGE HOLCIM GROUP**
268 East Kent Avenue South
Vancouver, BC V5X 4N6

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

(hereinafter called the "UNION")

Re: Volunteering for Weekend Overtime (Ready Mix Drivers and Field Quality Control Technicians)

In order to service our customers on weekends, and to ensure we foster our current relationships to maintain work as well as to establish new relationships to gain more work in the future. In order to achieve this goal it is imperative that we have a consistent supply of employees available to work as needed.

Therefore the following principles shall be applied in soliciting employees for volunteer work on weekends:

Employees who wish to volunteer for weekend work must do so not later than 10:00 a.m. on the Thursday prior to the weekend and they cannot rescind this election (excluding exceptional circumstances brought to management) therefore, Employees on the Volunteer List must accept the assignment provided by the Employer;

Employees who indicate their preference to work on weekends will be placed on the volunteer list (the "Volunteer List"). If offered work, such employees must work at whatever location and for drivers, whichever vehicle within Metro that the Company designates. Every effort will be made to assign by posted or preferred plant preferences for employees who have elected any plant. Where there is production out of specific locations, employees who have chosen any plant or whose home plant is that location which is operating, will be scheduled first by seniority. Where there are not enough employees from that list, the Company will then offer the work to employees who have elected home plant only in order of seniority.

Employees will be scheduled for Saturday work on a seniority basis, subject to having the qualifications to perform the work, as follows:

First: From the pool of volunteer list employees in order of seniority who have not qualified for overtime pay on Saturday as outlined in Article 8:10;

- Second: From the pool of volunteer list employees in order of seniority who have qualified for overtime pay on Saturday as outlined in Article 8:10;
- Third: Employees who are on vacation who have signed up for Saturday work/or who indicated that they may work while on vacation;
- Fourth: Volunteers from internal Ready-Mix operations who are under an agreement with Teamsters Local 213;
- Fifth: Employees hired after January 1, 2019 who have less than six (6) years of service as of their seniority date*, will be scheduled to work starting from the most junior employee if there are not sufficient volunteers per above;
- Sixth: Seek volunteers from external Ready-Mix companies who are under an agreement with Teamsters Local 213;
- Finally: Employees who may be prepared to work on a weekend, only if required, can indicate their preference by placing their names on a second list (the "Secondary List"). Where there remains a requirement for additional employees, this Secondary List will be canvassed in order of seniority of the pool of drivers. The Secondary List is a volunteer list such that employees on the list are not obligated, but invited to accept an assignment.

Employees who have completed three (3) years of service by their seniority date of a given year are permitted to schedule themselves off on a maximum of four (4) Saturdays during that year, where they have provided at least thirty (30) days notice to the Company, exceptional circumstances will be reviewed by Management. For each subsequent year of service an additional one (1) day will be permitted up to a maximum of six (6) days.

Note: Saturdays included in the vacation week (the final day of the vacation week) will not require employees to use one (1) of these days; employees will automatically be scheduled off on the Saturday at the end of that booked vacation period. However, on the Saturday prior to the booking period, employees may be required to work unless they have booked this day off with vacation time or following the process above

DATED at Vancouver, British Columbia, this _____ day of _____, 2023.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 4

BETWEEN: **METRO READY MIX,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF THE LAFARGE HOLCIM GROUP**
268 East Kent Avenue South
Vancouver, BC V5X 4N6

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

(hereinafter called the "UNION")

Re: Second Dispatcher Position

The Classification of Head Dispatcher and Dispatcher shall remain in the Metro Bargaining Unit Collective Agreement.

The incumbent in the seconded position (the "Seconded Position") shall be governed by the terms and conditions of the Metro Collective Agreement, with respect to hourly rate of pay, health and pension benefits, vacation entitlement, seniority retention and accrual. The current seconded employee will be paid on the scale of Head Dispatcher and shall (if applicable) retain the grandfathered Lead Hand premium until it is eliminated for all employees. The suitable qualified candidates for the seconded position are either James Furtado or Kevin Chapman.

Should the incumbent vacate the Seconded Position that their successor be a suitable qualified candidate from the Metro Bargaining Unit which the parties have determined to be either James Furtado or Kevin Chapman.

The successful incumbent shall have a right of reversion at their discretion into a suitable position in the Metro Bargaining Unit.

The Seconded Position will not be the first to be laid off should there be reductions at the Call Centre. Any subsequent layoff shall be subject to decisions based on good faith and merit. Should the Seconded Position be laid off the Parties agree that the first recall would be given to the laid off seconded dispatcher.

If there is a temporary vacancy of duration such that the Employer determines it would be necessary to fill the position it shall be filled with a suitable qualified candidate from the Metro Bargaining Unit.

The seconded person shall be subject to discipline consistent with the treatment of other excluded employees. The seconded person, if they return to the bargaining unit will have their personnel file cleared of any written or other discipline incurred while in the seconded position. In the unlikely event of termination, the seconded person will be moved to the bargaining unit prior to any termination so that they may have access to the grievance procedure.

DATED at Vancouver, British Columbia, this _____ day of _____, 2023.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 5

**BETWEEN: METRO READY MIX,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF THE LAFARGE HOLCIM GROUP
268 East Kent Avenue South
Vancouver, BC V5X 4N6**

(hereinafter called the "COMPANY")

**AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International
Brotherhood of Teamsters**

(hereinafter called the "UNION")

Re: Foreperson

The Employer will create a position known as Truck Foreperson. This position will be filled by a qualified candidate from the Metro Bargaining Unit as determined by the Company. The position will attract the Lead Hand premium rate above the Driver rate. Should the situation arise where there is insufficient work to continue the assignment, the incumbent will be allowed to exercise their seniority to hold a position for which they are qualified in the Metro Bargaining Unit.

DATED at Vancouver, British Columbia, this _____ day of _____, 2023.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING No. 6

BETWEEN: **METRO READY MIX,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF THE LAFARGE HOLCIM GROUP**
268 East Kent Avenue South
Vancouver, BC V5X 4N6

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

(hereinafter called the "UNION")

Re: Maintenance Employees Work Week

The work week for maintenance employees only shall be from Monday to Friday or from Tuesday to Saturday. Under the Tuesday to Saturday schedule, Monday becomes a normal day off, or alternatively an overtime day, and Saturday becomes a regular workday.

Once established, the work week cannot be changed unless agreed to by the Employer and the Union. Employees other than maintenance employees can perform maintenance work on Saturday, Sunday provided the employee volunteers for work and Management has deemed the employee to have the necessary competencies, and no maintenance employee is displaced as a result.

It is specifically agreed that maintenance personnel who were part of the Lafarge Construction Materials (Kent Avenue) agreement have the option of remaining on a Monday to Friday eight (8) hour work day. This specific exemption shall apply to the two incumbents at Kent Avenue for the duration of their employment as maintenance personnel. Those incumbents are Paulo Cordero and Glen Simms. This exemption shall not apply to their successors.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

ADDENDUM No. 1

MARINE MAINTENANCE POSITIONS

Whereas, pursuant to BCLRB decision No. B154/2015 dated August 7, 2015 Marine Maintenance positions fall under Coquitlam Sand and Gravel (CSG) Certification and Collective Agreement. And as specifically ordered Doug Laing retains bumping rights into the Metro bargaining unit in the event of their layoff from their Marine Maintenance Position. The ability to bump into the Metro bargaining unit is exclusive to Doug Laing and is not transferable.

Whereas, subsequent to the BCLRB decision noted above, Doug Laing retained all levels of remuneration described in the 2013-2018 and the 2019-2022 collective agreements applicable to their classification including but not limited to pay, benefits and pension;

And whereas the Company agrees that Doug Laing should not be subject to the terms and conditions of the Coquitlam Sand and Gravel collective agreement;

Therefore, the parties agree that Doug Laing will continue to be remunerated according to the terms and conditions of this 2023-2026 collective agreement unless otherwise negotiated.

DATED at Vancouver, British Columbia, this _____ day of _____, 2023.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

