

SPECIAL BUILDING SUPPLY AGREEMENT

BETWEEN

**METRO READY MIX,
A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF THE LAFARGE HOLCIM GROUP**

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2019 - December 31st, 2022

**WALTER CANTA
Secretary-Treasurer**

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A DIVISION OF LAFARGE CANADA INC.
A MEMBER OF THE LAFARGE HOLCIM GROUP**

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SPECIAL BUILDING SUPPLY AGREEMENT

THIS AGREEMENT EFFECTIVE THE 1st DAY OF JANUARY, 2019.

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")

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:

PREAMBLE

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.

ARTICLE 1 - INTERPRETATION AND EXTENT

Interpretation:

- 1:01 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.
- 1:02 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.
- 1:03 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

Coverage:

2:01 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.

Membership:

2:02 All employees covered by this Agreement must be members in good standing of the Union.

2:03 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company.

2:04 Any employee who has been laid off for any reason and who does not retain his membership in the Union will not retain his seniority with the Company.

Authorization of Deductions:

2:05 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.

Picket Lines:

2:06 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.

Unfair Jobs:

2:07 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.

Strike and Lockout:

2:08 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.

Shop Stewards:

2:09 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 his 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.

2:10 Shop Stewards shall be present, if requested by the employee, whenever he/she is 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 his/her witness. The employee may choose to wait for the steward as long as a reasonable time limit can be maintained.

Business Representatives of the Union:

2:11 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.

ARTICLE 3 - HIRING

3:01 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.

Contract and Hired Trucking:

3:02 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.

3:03 Should it become impossible for the Company to hire outside equipment locally from:

- (a) Companies or Owner Operators with employees under agreement to this Local Union, or
- (b) 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.

3:04 In every instance such equipment shall be operated by members of the Teamsters Union.

Rental Equipment:

3:05 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.

Contract Work:

3:06 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

Rates and Effective Dates:

4:01 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

Discharge:

5:01 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

Management:

6:01 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

Wages:

7:01 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.

Statement:

7:02 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 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 one (1) exception is the final vacation pay-out at the end of the year which includes all remaining accrued vacation money owed for that year.

7:04 If an employee resigns on his/her own accord, he/she shall be paid on the next scheduled pay day.

7:05 Employees shall be paid by bank deposit every second (2nd) Friday during working hours.

7:06 The Company shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Hours of Work:

8:01 The normal work week for all employees covered by this Agreement shall consist of five (5) eight (8) hour days commencing on Monday and ending on Friday.

The normal work day 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.

A start time scheduled board will be posted every afternoon for the next working day based on confirmed orders day previous if they are required for duty at the time of posting. Employees shall receive a preliminary forecast by 3:30 p.m. and 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.

- (a) The overriding principle will be assignment with classifications by seniority.
- (b) Subject to business demands every effort will be made by the Company to maintain as many employees as possible on start times.

8:02 The work day shall be an eight (8) hour period.

Guarantee:

8:03 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.

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 Overtime will be paid at time and one-half (1 ½) for the first two (2) hours and double time (2X) thereafter.

8:05 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.

Hours of Work and Overtime Guarantee:

8:06 Saturday work is on a volunteer basis. Scheduled call in on Saturdays will be given first to drivers who are on straight time pay (who have worked less than five [5] days Monday to Friday), then followed by employees on double time pay. 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.

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, he/she will be paid the full shift at double time (2X).

The intent is to allow the Company to deliver concrete during the evening hours and allow the drivers to meet safety measures for a ten (10) hour break between shifts.

Early Start:

8:07 Any employee starting prior to 6:30 a.m. who has been paid overtime rates, shall be paid from his/her regular starting time, as far as his/her 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).

Late Start:

8:08 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.

Break Between Shifts:

8:09 Ten (10) hours shall be the minimum break between an employee's finishing time and his/her 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.

Daily Overtime:

8:10 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).

All hours worked on Sundays as well as on Saturdays when it becomes the sixth day shall be paid at double time (2X) rates.

8:11 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 his eligible overtime hours. Seniority will be the only determining factor for overtime distribution on Sundays and General Holidays.

Normal Days Off:

- 8:12 Double time (2x) shall be paid for all hours worked on an employee's normal day off.
- 8:13 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.

Additional Shifts:

- 8:14 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.
- 8:15 Additional shifts shall not commence prior to 1:00 p.m.
- 8:16 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.
- 8:17 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.
- 8:18 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.
- 8:19 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.
- 8:20 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.
- 8:21 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 9 - SENIORITY

Probationary Period:

9:01 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,

Seniority List and Classification:

- 9:02 (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 his/her 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 yardman and washout classifications will remain in that classification for the full week. He/she cannot bump into another classification or be bumped out by another employee regardless of seniority for the entire week.

Layoff and Re-hire:

9:03 The Company when laying employees off shall lay them off in reverse order of seniority.

- 9:04 (a) 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 his/her seniority the following day, to work in a classification held by a less senior employee within his 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 he/she bumps, and remain in that position until a suitable replacement can be found. Every effort will be made to find a suitable replacement.
- (b) It shall be the responsibility of the Company to notify a laid off employee where junior people to him/her are working. When a laid off employee has been properly notified, he/she then has no right to claim wages for time periods that he/she did not choose to work in at that specific job.
- (c) If no work is available for their classification at their own depot or plant, employees shall be entitled to work at their classification at another depot or plant, or to work at another classification where reasonably competent, in any plant or depot that junior persons are working.

9:05 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 thereafter. It is agreed that seniority prevails on the driving of trailer units.

Job Posting:

- 9:06 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) spare posting at any given time. The most senior employee holding a spare posting must fill in for the spare posting job when required, or forfeit the posting. (Exceptional circumstances will be reviewed by Management and the Union.)
- 9:07 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. 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.
- 9:08 Any employee, however, who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who posted for a training position may be given preference.
- 9:09 The successful applicant shall be on probation in his/her new job for thirty (30) working and/or training days during which time he/she may be returned to his former job if he/she does not make satisfactory progress or if he/she applies to the Company to be returned. The Union shall receive copies of all postings and the assignments of such postings.

Loss of Seniority:

- 9:10 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.
- 9:11 Should a properly notified employee, however, not report for work then his/her 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

Entitlement:

- 10:01 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, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and December 31st, and any other holiday proclaimed by the Provincial or Federal Government 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.

Qualify:

10:02 Employees shall qualify for General Holiday pay if they have worked 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 sick pay/disability.

10:03 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. December 31st will be observed on the day on which it falls.

ARTICLE 11 - ANNUAL VACATION

Two Weeks:

11:01 Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months 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:

11:02 Each employee who has completed three (3) years' continuous service and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months 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:

11:03 Each employee who has completed eight (8) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months 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:

11:04 Each employee who has completed seventeen (17) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months 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:

11:05 Each employee who has completed twenty-five (25) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months 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:

11:06 **Vacation Allowance**

Length of Vacation Years of Service	(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

The floating vacation day(s) can be taken with one (1) week's written notice, upon Management approval, but cannot be taken during high season.

Vacation Requirements and Rights:

11:07 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.

An employee is entitled to take his/her 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 taken off the employee's last pay. All employees will have a common anniversary date of January 1.

11:08 On termination, employees who have completed one thousand (1,000) hours since last anniversary date shall receive full vacation entitlement as per above schedule.

11:09 Employees shall be entitled to take their vacations in one (1) continuous period. All vacations shall be taken within the calendar year for which they are applicable.

Vacations shall be taken in minimum increments of one (1) calendar week at a time Sunday to Saturday in blocks of five (5) vacation days Monday to Friday. 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).

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

Working While On Vacation:

11:10 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.

11:11 The Company shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacation.

The Company will announce the following year's vacation allotment at the fourth (4th) quarter Union-Management meeting.

Choosing Vacations:

11:12 **Vacation Schedule**

Vacation request for the months of January through May of each year shall be scheduled on a first come first served basis. These requests can be made at any time from October 1st of the prior year onward.

The Company shall post on January 15 of each year a vacation calendar for June through December of that year, and eligibility for employees to book their vacation time.

Vacation requests must be submitted according to the following deadlines:

The first 1/3 of employees on the seniority list must submit the following year's vacation requests by March 1st.

The second 1/3 of employees on the seniority list must submit vacation requests by March 31st.

The remainder of employees on the seniority list may submit vacation requests by April 20th.

Any employee who due to vacation, leave of absence or disability missed any of the above deadlines may join a later group to submit their requests. Any employee who missed the final deadline of April 20th will be granted vacation according to the first come first served principle.

If any of the above dates fall on a non-business day, the deadline will be the next business day. For each group, the Company will finalize and post the vacation calendar within five (5) business days following the submission due dates.

Once the employee's group submission due date has passed, further requests may not be made until after the final calendar has been posted on or about May 1st of each year.

Employees who know they want single days when they are booking their vacations can submit these single day requests during their vacation request timeframes. These requests will be considered in order of seniority prior to the final calendar being posted on May 1st.

Following the vacation calendar being posted on or about May 1st of each year, any un-booked vacation will be booked on a first come, first served basis. This would permit employees to exceed the maximum vacation allowances during the prime period if additional vacation dates are available during this time.

For first-come, first-served requests made on the same day, seniority shall be the determining factor.

Cancelling Vacations:

In order to cancel scheduled vacations, the employee must do so, in writing, a minimum of one (1) month prior to the first (1st) day of the vacation.

11:13 With the exception of employees who have indicated they are taking their vacation just prior to their retirement date. Employees who have not selected their vacation will have their vacation assigned by Management according to the following:

- The bottom 1/3 of employees on the seniority will be scheduled by August 1st.
- The middle 1/3 of employees on the seniority list will be scheduled by September 1st.
- The remainder of employees on the seniority list will be scheduled by October 1st.

11:14 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.

ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES

Meal and Work Breaks:

- 12:01 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..
- 12:02 Employees will be paid a one dollar and fifty cents (\$1.50) per hour premium in lieu of the scheduled break to facilitate continuous delivery. This will be increased to one dollar and fifty-five cents (\$1.55) on January 1st, 2021 and to one dollar and sixty cents (\$1.60) on January 1st, 2022. This applies to all employees in the bargaining unit and will be paid on each pay day upon completion of programming.
- 12:03 Where overtime preceding or following the employee's normal shift goes beyond three (3) hours the employee shall be paid sixteen dollars (\$16.00) effective July 28, 2014. 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.

Coffee Break:

- 12:04 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 ten (10) minutes each.

Labour Management:

- 12:05 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 his delegate shall attend these meetings.

Industrial Health and Safety Meetings:

- 12:06 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.

Safety Equipment:

- 12:07 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.

Vehicle Safety:

- 12:08 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.

First Aid:

12:09 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

On Job Injury:

12:10 When an employee meets with a personal accident or injury while on the job, he/she shall be paid his/her 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 his/her Supervisor as to his/her status. The First Aiders shall submit the name of any employee he/she treats during or before the completion of the shift.

Time Off Re Accidents:

12:11 Should an employee be involved in an accident while on Company time, or with a Company vehicle, he/she 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.

Jury Duty and Crown Witness:

12:12 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 his 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.

Bereavement Leave:

12:13 In the event of a death in his/her 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 he/she is working, he/she 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.

Leave of Absence:

12:14 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 his seniority and his/her name will be stricken from the seniority list and he/she will no longer be considered as an employee of the Company.

Medical Examinations:

12:15 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 his/her regularly assigned duties. The physician examination will result in only a fit or unfit response from the Company Doctor.

12:16 If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his/her regularly assigned duties, the following procedure shall be applied:

- (a) 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 his/her own expense, shall have the right to be examined by his/her personal physician.
- (b) 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.

- (c) The findings of the consultant shall be final and binding.
- (d) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
- (e) Should the consultant deem the employee to be capable to return to work but not to his assigned duties, the employee shall be retrained and reassigned to an existing job within his capabilities and seniority as per Clause 17:02. This shall also apply to employees returning from a Workers' Compensation Board compensable injury.
- (f) Should the consultant deem the employee to be capable of carrying out his regularly assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

Licences and Bonding:

12:17 Should the Company or any Government Agency require licences for the job he/she is 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.

12:18 Should an Insurance Company refuse to insure any employee, every consideration will be given to the employee so that he/she will not lose his/her employment.

Higher Classification:

12:19 If a person starts his/her day's work, he/she shall not be paid less than his/her regular posted rate for the day. If work is to be made available at a lower classification he/she shall be notified the day previous.

12:20 If an employee works at a classification of a higher rate for less than two (2) hours, he/she shall be paid a minimum of four (4) hours at the higher rate and if he/she works at a classification of a higher rate for more than two (2) hours, he/she shall be paid the higher rate for the whole shift.

Coveralls and Gloves:

12:21 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.

Washrooms and Lunchrooms:

12:22 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.

Time Cards:

12:23 Employees shall be notified prior to payday or sooner, if possible, of changes to their time cards. The exact change shall also be explained.

Absence of Lead Hand:

12:24 Where a currently employed Lead Hand is absent for a full shift or more, an employee shall be designated as Lead Hand.

Tools:

12:25 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.

ARTICLE 13 - TRANSPORTATION AND BOARD

Local Travel:

13:01 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 of twenty cents (20¢) per kilometre,
- (c) While travelling from their normal starting place or depot and return by Company provided transportation.

Work Opportunity Other Depots:

13:02 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

Qualifying Period:

14:01 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.

Time to Resolve Dispute:

- 14:02 (a) **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.
- (b) **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.
- (c) **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) working days, a meeting shall be arranged between the parties to resolve the dispute.
- (d) **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:

Arbitration:

- 14:03 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.
- 14:04 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).
- 14:05 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.

Suspension or Discharge:

- 14:06 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 his/her rights, benefits and privileges which he/she 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.
- 14:07 The Arbitrator shall have the power to substitute a suspension in lieu of a discharge.
- 14:08 The award of the Arbitrator shall be binding upon both parties.

Cost of Arbitrator:

- 14:09 The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares.

Discipline:

- 14:10 When members of the bargaining unit are disciplined in writing or verbally and it is recorded in their employee personnel file for future reference, the employee's file shall not be referred to if the last warning was dated more than two (2) years ago. All employees in the bargaining unit should have a clean record if there was no cause for discipline in the last two (2) years.
- 14:11 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:

Eligibility:

15:01 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.

Benefit Level

15:02 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.

Premiums:

15:03 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.

Retirement Benefit Coverage Provisions:

15:04 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 three thousand dollars (\$3,000.00) 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.

Sick Leave:

15:05 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

Eligibility:

16:01 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.

Contribution Rates:

16:02 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.

January 1, 2019 – Four dollars and thirty-five cents (\$4.35) per hour

January 1, 2020 – Four dollars and forty-five cents (\$4.45) per hour

January 1, 2021 – Four dollars and fifty-five cents (\$4.55) per hour

January 1, 2022 – Four dollars and sixty-five cents (\$4.65) per hour

ARTICLE 17 - TECHNOLOGICAL CHANGE

17:01 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.

17:02 Should automation or technological change cause jobs to disappear, the employee shall have the opportunity to work (providing he/she has 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.

Severance Pay:

17:03 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:

- (a) Provide work for a period of one (1) week for each year of service, or
- (b) Pay, at regular rates per Appendix "A", one (1) week per year of service where work cannot be provided, or

- (c) 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.

17:04 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

Term:

20:01 This Agreement shall be in effect from and including January 1st, 2019 to and including December 31st, 2022 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.

20:02 All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified.

Retroactive Requirements:

20:03 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.

20:04 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.

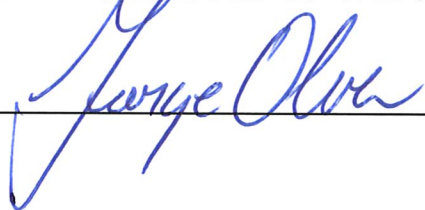
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

SIGNED ON BEHALF OF THE COMPANY:





SIGNED ON BEHALF OF THE UNION:



APPENDIX "A"

RATES PER HOUR

CLASSIFICATION	JAN. 1 2019	JAN. 1 2020	JAN. 1 2021	JAN. 1 2022
Plant Operator	\$37.82	\$38.77	\$39.74	\$40.53
Dispatcher Head	\$37.36	\$38.30	\$39.25	\$40.04
Dispatcher	\$37.00	\$37.92	\$38.87	\$39.65
Quality Control Technician	\$35.73	\$36.62	\$37.54	\$38.29
Red Seal Millwright	\$41.17	\$42.97	\$44.81	\$46.47
Journeyman Millwright	\$40.40	\$41.41	\$42.45	\$43.30
Washout Man	\$36.29	\$37.20	\$38.13	\$38,89
Trailer Operator	\$38.72	\$39.69	\$40.68	\$41.49
Mixer Driver	\$37.36	\$38.30	\$39.25	\$40.04
Truck Foreman	\$37.36	\$38.30	\$39.25	\$40.04
In Class Training	\$23.66	\$24.26	\$24.86	\$25.36
On the job training	\$25.02	\$25.65	\$26.29	\$26.81
Labourer	\$36.10	\$37.00	\$37.93	\$38.68
Front End Loader/ Yard Equipment Operator	\$37.70	\$38.64	\$39.61	\$40.40

The Company will adjust the wages in the above classifications commencing in January of 2019 to the CPI level for the City of Vancouver as published by Statistics Canada if the CPI is higher than the negotiated wage increase for 2019. The calculation will be the year to year difference (December to December). The same process shall be applied in each subsequent year of the Collective Agreement. Where applicable the retroactive payment will be processed by the second (2nd) pay period in February of each year.

A Lead Hand is 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.

Plant Operations:

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

Maintenance:

A Lead Hand premium of two dollars (\$2.00) per hour will be paid to the designated Millwright(s). The transition plan is outlined in Letter of Understanding No. 9.

Driver Captain Premium – paid \$1.00 per hour.

Training Premium:

Employees who are requested by Management to train an employee on the Telehandler, Loader or Batching System for more than eight (8) hours will be paid a training premium of one dollar (\$1.00) per hour for all hours of training approved by the Plant or Operations Manager.

Supplemental Trade Ticket:

Additional seventy-five cents (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 five (5) 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.

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: Article 8:06

It is agreed by the Parties that the application of "employees who are on straight time pay" refers only to Ready Mix Drivers. All other work offered on Saturday will be paid at double time (2X).

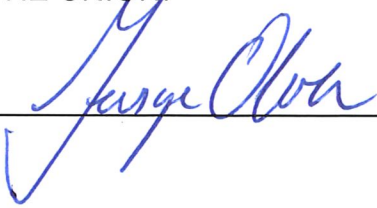
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

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: 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 his/her 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.

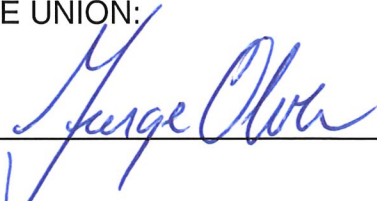
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

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: Plant Operator Classification, Richmond Aggregates Loader Operator And Relief Yard
Equipment Operator**

The Company will determine the number of Plant Operators, Relief Plant Operators and Relief Yard Equipment Operator positions as required by the business.

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.

The Company will also maintain up to five (5) Relief Yard Equipment Operator positions which will be used to provide relief to the Richmond Aggregates Operation as well as to all plants in the bargaining unit as required. The Company will post to fill vacant Relief Equipment Operator positions as required.

Qualifications:

The Plant Operator classification and the Relief Plant Operator classification, requires the ability and competence to fulfill the jobs of Batcherman, Yard Equipment Operator and other yard duties as required.

The Relief Yard Equipment Operator classification requires the ability and competence to fulfill the jobs of all yard equipment operation and other yard duties as required. Relief Yard Equipment Operators will be assigned to whichever location is required by the Company in line with 9:06.

Postings:

Permanent postings for the Plant Operator classification will specify the location of the posting and will be awarded, to the most senior Relief Plant Operator or where no Relief Plant Operator applies, awarded subject to 9:07, to the most senior Relief Yard Equipment Operator or if required to the most senior employee from within the bargaining unit.


Where there is a vacancy in the Relief Plant Operator classification pool, the position will be awarded subject to 9:07, to the most senior Relief Yard Equipment Operator or if required to the most senior employee from within the bargaining unit. Relief Plant Operators will be assigned to whichever location is required by the Company. Outside of pre-approved or mutually agreed time off, failure to report to the loader work when assigned strikes that employee from the volunteer list.


Richmond Aggregate Loader Position Only:

In the event there are insufficient relief volunteers or the Ready-Mix operation cannot spare employees to work for the operation, the Employer may assign relief personnel from other operations or in the further alternative use a contractor. The Parties agree that when the Company determines an employee is required in Ready-Mix and is taken from this position for a period of time per above, that decision in no way may affect the employee's right to the posting.

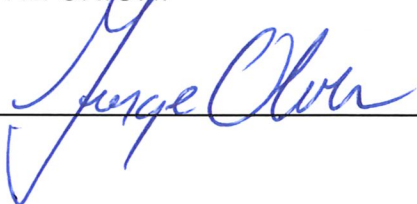
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

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: Richmond and North Vancouver Plant Operation

The Parties agree that the Richmond plant and North Vancouver plant operate on an "as needed" basis. Due to the temporary and satellite nature of these two (2) plants, full time Plant Operators are not required. As such these positions are not full time posted Plant Operator positions and instead are Designated Relief Plant Operator (DRPO) positions.


Subsequent to the LRB Decision dated August 7, 2015 two (2) employees were "deemed" or designated as Plant Operators, one (1) for each of these two (2) plants, and when either of these two (2) plants are not operating, the impacted employee operates a Ready-Mix Truck.


The designated Relief Plant Operator for the North Vancouver plant has elected to drive on a full time basis rather than continue to operate the North Vancouver plant. As a result there is a need to have someone designated to operate this Plant when it is required. Therefore the Company will post a position for a DPRO for the plants which will be open to all current Relief Plan Operators. When the DRPO for North Vancouver is not required to work at their plant, such employee will be able to exercise their seniority within the relief pool to work at other plants, or failing that such employee shall be able to exercise their seniority to drive where qualified to do so.

The Richmond plant DPRO will be dealt with in the same manner in the event the current DPRO elects to drive rather than operate the Richmond Plant.

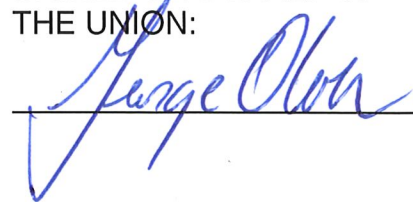
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

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: Volunteering For Weekend Overtime

In order to service our customers on weekends, to ensure we foster our current relationships to maintain that customer's 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 home plant preferences for employees who have elected any plant, where the employee has noted a home plant preference.

The Parties agree to stop the practice of assigning the overtime "button" and instead employees will be called in every Saturday on a seniority basis as follows:

First: from the pool of volunteer list employees in order of seniority who have not worked five (5) days from Monday to Friday in the week;

Second: From the pool of volunteer list employees in order of seniority who have worked five (5) days Monday to Friday inclusive;

Third: Employees hired after January 1, 2019 will be scheduled to work starting from the most junior employee if there are not sufficient volunteers per above;

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 who have worked less than five (5) days Monday to Friday and secondly, in order of seniority by those employees who have worked five (5) days from Monday to Friday. The Secondary List is a volunteer list such that employees on the list are not obligated, but invited to accept an assignment.

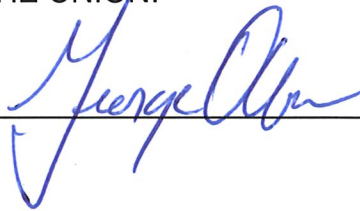
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

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: 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 his 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 his 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 he returns to the bargaining unit will have his 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 he may have access to the grievance procedure.

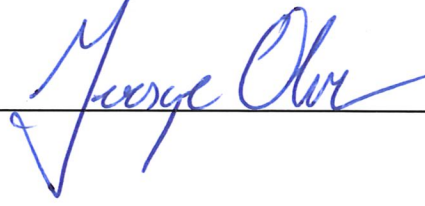
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

SIGNED ON BEHALF OF
THE COMPANY:





SIGNED ON BEHALF OF
THE UNION:



LETTER OF UNDERSTANDING No. 7

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: Foreman

The Employer will create a position known as Truck Foreman. 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 his seniority to hold a position for which he is qualified in the Metro Bargaining Unit.

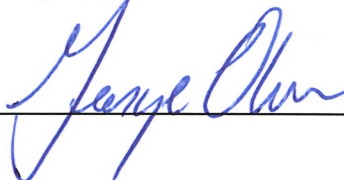
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

SIGNED ON BEHALF OF
THE COMPANY:





SIGNED ON BEHALF OF
THE UNION:



LETTER OF UNDERSTANDING No. 8

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

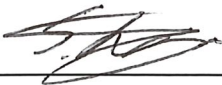
The work week for maintenance employees only shall be from Monday to Friday or from Tuesday to Saturday. Under the Tuesday to Saturday schedule, Monday becomes a normal day off, or alternatively an overtime day, and Saturday becomes a regular workday.


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 or Monday provided the employee volunteers for work 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.

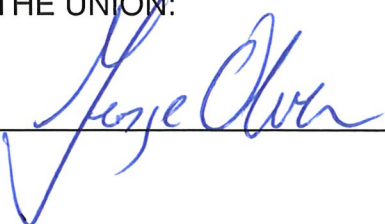
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

SIGNED ON BEHALF OF
THE COMPANY:





SIGNED ON BEHALF OF
THE UNION:



LETTER OF UNDERSTANDING No. 9

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 Lead Hand Premium Transition

The following transition plan will be implemented to reduce the Lead Hand Premium from five dollars (\$5.00) to two dollars (\$2.00). An equal and opposite increase will be applied to the base wage (plus the percentage wage increase) in each year as outlined in the table below.

The Lead Hand Premium will be as follows in each year of the Agreement:

Effective January 1, 2019 – Four dollars and twenty-five cents (\$4.25)

Effective January 1, 2020 – Three dollars and fifty cents (\$3.50)

Effective January 1, 2021 – Two dollars and seventy-five cents (\$2.75)

Effective January 1, 2022 – Two dollars (\$2.00)


The base hourly rate will be as outlined in Appendix "A".


Net effect on the wage package is outlined below:

	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Rate Pay (compounded for OT)	\$41.17	\$42.97	\$44.81	\$46.47
Lead Hand Premium (not compounded for O)_	\$4.25	\$3.50	\$2.75	\$2.00
Total Rate (base + lead hand)	\$45.42	\$46,47	\$47.56	\$48.47
Amount of Increase (compounded for OT)	\$0.81	\$1.05	\$1.09	\$0.91

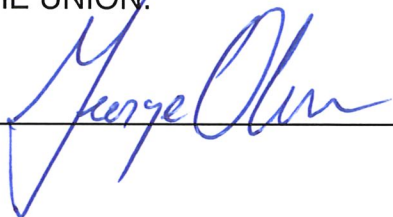
DATED at Vancouver, British Columbia, this 5 day of July, 2019.

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 now fall under Coquitlam Sand and Gravel (CSG) Certification and Collective Agreement. And it was specifically ordered that Doug Laing retains bumping rights into the Metro bargaining unit in the event of his layoff from his Marine Maintenance Position. The ability to bump into the Metro bargaining unit is exclusive to Doug Laing and is not transferable.

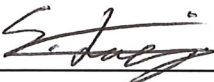
Whereas, subsequent to the BCLRB decision noted above, Doug Laing retained all levels of remuneration described in the 2013-2018 collective agreement applicable to his classification including but not limited to pay, benefits and pension;


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 2019-2022 collective agreement unless otherwise negotiated.

DATED at Vancouver, British Columbia, this 5 day of July, 2019.

SIGNED ON BEHALF OF
THE COMPANY:





SIGNED ON BEHALF OF
THE UNION:



ADDENDUM No. 2

GREATER VANCOUVER FIELD QUALITY CONTROL TECHNICIANS

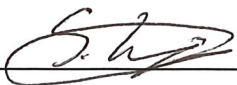
The terms of the Lafarge Metro Ready Mix Agreement will apply to the Field Quality Control Technicians unless amended by the following:


- 1.0 The Field Quality Control Group will provide services to the Greater Vancouver Lafarge Ready-Mix Business. (This includes Valley Rite Ready-Mix.)
- 2.0 The Company has the right to assign work to any Field Quality Control Technician at any work location.
- 3.0 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.
- 4.0 Contracting or subcontracting of work customarily performed by Field Quality Control Technicians will not result in the layoff or other reduction of Quality Control Technicians on the seniority list.
- 5.0 Except as otherwise provided, the normal work week for all Field Quality Control Technicians covered by this Agreement shall consist of five (5) eight (8) hour days commencing on Monday and ending on Saturday.
- 6.0 The normal workday shall commence not earlier than 5:30 AM and allow Field Quality Control Technicians to commence work no later than 10:30 AM.
- 7.0 Any Field Quality Control Technicians called back to work after having worked that day shall receive a minimum of two (2) hours pay at time and one-half (1.5X) rate. Time worked over two (2) hours shall be paid at two times (2X) the rate of pay.
- 8.0 Article 8:11 equalization of overtime language will not apply to daily or weekend overtime.
- 9.0 Work on weekends shall follow the process below to ensure the Company has sufficient manpower and competency to meet all project requirements.
 1. Saturday work will be assigned to the most senior technician that has not worked five (5) days in the current week. The first eight (8) hours worked on a Saturday shall be paid at straight time if the Field Quality Control Technician has not worked five (5) days in the current week. Hours worked beyond eight (8) hours per day shall attract overtime at the contractually defined rates.

2. Once all employees who have less than five (5) days in the current week have been called in, volunteers by seniority shall be provided the next opportunity to work following the "senior may junior must principle".

DATED at Vancouver, British Columbia, this 5 day of July, 2019.

SIGNED ON BEHALF OF
THE COMPANY:





SIGNED ON BEHALF OF
THE UNION:

