# **COLLECTIVE AGREEMENT**

# **BETWEEN**

EDMONTON PRECAST OPERATION GREATER EDMONTON MARKET LAFARGE WESTERN CANADA (A DIVISION OF LAFARGE CANADA INC.)

# **AND**

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA LOCAL 2010

JUNE 1, 2023 – MAY 31, 2026

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#### INCLUSION AND DIVERSITY

Except where specifically stated to the contrary, all terms of this agreement shall be considered to apply to all employees equally.

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, gender identity, gender expression or sex, or any other prohibited ground under the Human Rights Act.

#### **ARTICLE 1 – OBJECT**

- 1.01 The object of this agreement, entered into as a result of collective bargaining, is to maintain a sound and satisfactory relationship between the Employer and the Union. It is the desire of both of these parties to work together harmoniously in promoting their mutual interest in the maintenance of the efficient operations in the Employer's premises, which is in the geographical jurisdiction of Local Union #2010.
- 1.02 The Union agrees to instruct its members and the Employer agrees to instruct its supervisors and the other personnel responsible for the administration of the Agreement. Both parties agree to respect each other's rights and to assume their obligations accordingly.

# **ARTICLE 2 – DURATION OF AGREEMENT**

- 2.01 This Agreement shall be in the effect from June 1, 2023 up to and including May 31<sup>st</sup>, 2026.
- 2.02 If notice to bargain has not been given by either party, this agreement shall remain in full force and effect for such periods as specified by the Alberta Labour Relations Code.
- 2.03 Should either party wish to change, add to, amend or terminate this agreement, notice shall be given not less than sixty (60) and not more than one hundred twenty (120) days prior to the expiry date. Notice shall be given in writing to the other party by registered mail or personal delivery.

### **ARTICLE 3 – RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Employer at the premises covered by Certificate 264-2005.
- 3.02 The Union recognizes that the Employer has the right to manage the affairs of its workforce, and to direct it working subject to the terms of this Agreement. Without limiting the generality of the foregoing and within the terms of this collective agreement, such Employer rights shall include the right to:
  - (A) Maintain order, discipline and efficiency;
  - (B) Hire, promote or transfer any employee and for just cause demote, discipline or suspend any employee, or terminate the employment of any employee;
  - (C) Lay-off or take on any employee;
  - (D) Designate the work to be performed by the employees;
  - (E) Designate the time or times when an employee is to work;
  - (F) Determine the qualifications of any employee to perform any work;
  - (G) Determine the products, schedules of production, regular hours of work and shift requirements.

#### **ARTICLE 4 – SHOP STEWARDS**

- 4.01 The Union shall elect or appoint from the membership one (1) Steward per shift and they may have assistants where required and approved by the Company. All Shop Stewards have at least eight (8) months continuous employment with the Employer immediately preceding their election or appointment.
- 4.02 The Union will inform the Employer in writing of the names of the Shop Stewards within ten (10) days of their election or appointment.
- 4.03 The Shop Stewards shall act for the Union in all matters related to the Collective Agreement.
- 4.04 The Shop Stewards, after obtaining permission from their own Foreman, which permission shall not be unreasonably withheld, shall be permitted to leave work for a reasonable time without loss of pay, in order to investigate and if possible, settle grievances between the Employer and the Employee.
- 4.05 In the event that the Employer's operations extend to shift work, the number of stewards shall increase to ensure there is a Shop Steward for each shift.
- 4.06 The Employer recognizes the positive role of Shop Stewards in promotion of labour harmony and as such they will be treated accordingly. The Business Manager or their appointee shall be notified at the time the Shop Steward is terminated.

4.07 The Employer will provide a bulletin board for the posting of Union Notices in each of the departments. Such notices shall only be posted by the authority of the Union Shop Stewards and shall be restricted to the announcement of Union meetings and notices agreed by the Manager.

### ARTICLE 5 – UNION SECURITY AND DUES CHECK-OFF

- 5.01 All Employees who come within the terms of this Collective Agreement shall become members of the Union within fourteen (14) days from the date of their first employment.
- 5.02 All members of the union employed by the Employer shall maintain their union membership in good standing as a condition of employment.
- 5.03 Upon receipt of written authorization, signed by an employee, the Employer agrees that it will deduct from each employee's wages, the applicable initiation fee, assessments, monthly union dues and/or permit fee, each month as stipulated by the Union for all employees employed under the terms of this Collective Agreement. The Employer will mail to the Union, a complete list with such deductions, no later than the fifteenth (15) day of the month following the month that the hours were worked.
- 5.04 If an employee has been laid off or returns to work after a period of one (1) month or longer a new update initiation form shall be sent to the Union stating the recall date.

#### ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.01 (A) The regular hours of work for "any shift" shall be eight (8) hours of work, forty (40) hours per week Monday through Friday. The foregoing shall not be construed as a guarantee of hours per day or per week but shall serve for the purpose of computing overtime.
  - (B) When scheduling employees to day shift, the Employer will endeavor to give employees as much advance notice of any actual starting time changes as possible. The parties recognize that unforeseen operational requirements may result in short notice starting time changes, but every reasonable effort will be made to limit these situations.
- All Employees covered by this Agreement shall receive compensation for all overtime hours either before or after the Employee's regular shift at a rate of one and one half times (1.5x) the standard rate of pay per hour for the first four (4) hours and two times (2x) the standard rate of pay thereafter. Hours worked in excess of eight (8) hours on Saturday and all hours worked on Sunday will be paid at two times (2x) the standard rate of pay per hour.

Daily overtime work may be required, however, where an employee notifies the supervisor within the first hour of their shift, that due to a legitimate reason, they cannot work overtime that day. In these cases, the employer may not require the employee to work the overtime.

- (B) When employees are directed by the Employer to work on their scheduled day(s) off work. the affected employees shall be notified at least twenty-four hours prior to the date whenever possible. The Employer may request volunteers for the weekend work at any time prior to the weekend.
- (C) In the event that overtime will continue longer than three (3) hours beyond the employee's scheduled shift, the Employee shall be supplied with a suitable meal at the three (3) hour mark and one half hour at the applicable rate to consume said meal. If no meal can be supplied, the employee shall receive a twenty dollar (\$20.00) meal allowance. Note: The Company will not provide frozen meals except in cases of emergency. Where meals are provided the meal allowance will not be paid.
- 6.03 Where it is necessary to schedule an "Afternoon and/or Night" shift, such shifts shall be worked on the following basis:
  - (A) Shift work schedules shall be posted at least forty-eight (48) hours prior to the implementation of the schedule.
  - (B) Shift work shall only be considered as such if a minimum of three (3) consecutive shifts are scheduled.
  - (C) For the purpose of establishing overtime days these days shall be designated as "scheduled days off" on the posted shift schedule. The Monday through Friday workweek as outlined in 6.01 above shall not apply to shift workers.
  - (D) Prior to implementing an "Afternoon and/or Night" shift schedule, the Employer will discuss the schedule with the Union.
  - (E) If an Employee works more than one (1) straight time shift in any consecutive twenty four (24) hour period, that Employee shall receive the overtime rate until a break of eight (8) consecutive hours occurs.
  - (F) "Day shift" shall be defined as any eight (8) hour shift starting between 5:00am and 9:29am. A Second shift shall be defined as any eight (8) hours starting between 9:30am and 5:59pm and a shift premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid in addition to the regular rate of pay for the whole shift. A third shift shall be defined as any eight (8) hour starting between 6:00pm and 4:59am and a shift premium of one dollar and fifty cents (\$1.50) per hour shall be paid in addition to the regular rate of pay for the whole shift.

The shift premium shall continue when overtime is worked but will not be calculated as overtime defined in Article 6.02.

(G) The Employer maintains the right to change shift starting times during the week. However, when an employee's start time is changed by more than two hours without twenty-four (24) hours notice, the employee will receive time and one half (1.5x) pay for the hours related to the change. Where the shift starting time is being changed by two (2) hours or less, the Company will advise the employee before the end of their regular shift the day prior. Where the notice cannot be provided as outlined here, the employee will be paid a short shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked during the impacted shift.

#### **ARTICLE 7 – GENERAL PROVISIONS**

### 7.01 Lunchroom and Washrooms

The Employer shall maintain adequately heated lunchrooms and washrooms for the use of the Employees, which shall be kept in clean and sanitary conditions daily by the Employer. It shall also be required that each and every Employee help to maintain the cleanliness of these facilities.

### 7.02 Lunch and Rest Periods

Employees shall be entitled to a lunch period of no less than thirty (30) minutes during their scheduled shift. Two (2) fifteen (15) minute rest periods shall be granted on each regular shift of eight (8) hours with an additional fifteen (15) minute rest period without loss of pay at the end of such shift when overtime is required in excess of one (1) hour. Where overtime is required and expected to go more than one (1) hour beyond the shift end time, employees will be given a fifteen (15) minute break as close to the end of the scheduled shift end time as possible.

\*Employees who are not able to take the overtime break due to Employer scheduling, will be paid an additional fifteen (15) minutes at the applicable rate for the missed break.

#### 7.03 Payment of Wages

Wages shall be paid every two (2) weeks before quitting time and not more than six (6) regular working days shall be withheld.

When an employee is laid off or discharged, all wages and vacation and statutory holiday pay owing, as well as any other documents or records required to be returned to the employee including any apprenticeship records, shall be provided to the employee within five (5) business days following the date of termination. Employees will be paid in the same manner as they did on the previous pay date. Where an employee has been paid by cheque, the employee will be provided the option to pick up the cheque at the worksite or have it sent to their home.

At the Employer's option, electronic pay records and records of employment may be provided in lieu of printed records. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be provided.

#### 7.04 Call Backs

Any employee called back to work shall receive a minimum of four (4) hours of work with pay at the established applicable rate of the Employee. Such minimum of four (4) hours shall also apply to Saturdays, Sundays and paid Holidays. In order to be paid these minimums, employees must work the hours or complete the assigned tasks as required by Management. Where an employee chooses to leave before the four (4) hours or before completing the assigned tasks they will be paid only for the hours actually worked.

# 7.05 Safety Footwear and Clothing

As part of the Company's Health and Safety policy, employees are required to wear proper safety footwear. The Company will pay each employee; eighteen cents (\$0.18) per hour to be used for the purchase of CSA approved safety footwear and other safety related clothing. This amount will be compounded for overtime to reflect that employees who work more hours wear out their footwear more quickly. This amount will be non-taxable provided employees actually use this money to purchase safety footwear or other safety related clothing that is required for their job. Employees must retain receipts in the event of a Canada Revenue Agency Audit. It is each employee's responsibility to ensure that they report for work wearing appropriate safety footwear and clothing which is in compliance with Company policy. Where an employee does not have appropriate footwear, they will not be permitted to work until such time as they come to work with the appropriate footwear.

# 7.06 Winter Safety Clothing

The Company will supply all employees working outside in the elements, with winter jackets, head gear and gloves for use while working on site only. These will be available to employees as the weather/elements dictate. Employees will be permitted periodically to take this clothing home for cleaning with management approval and provided they are returned to the plant at the beginning of the employee's next shift. The Company will post a list for employees to request winter clothing by September 15th of each year and employees will have ten (10) days to sign it. By September 30th the Company will decide who requires what clothing and will provide the list to the Union or designated representative who will have three (3) days review and discuss changes with Management where required. To ensure employees have the clothing they require for the winter season, the order will be placed no later than October 5th.

### 7.07 <u>Industrial Cleaning for Clothing</u>

Where the Company provides coveralls and/or jackets that require industrial cleaning services, such cleaning will be arranged and paid for by the Company.

# 7.08 On-site Security Cameras

Lafarge has installed cameras on-site for security and incident investigation purposes. At no time may the video cameras be used as a means of evaluating and/or monitoring the performance of employees. However, where an incident occurs, the cameras may be used for investigation purposes.

### ARTICLE 8 – HEALTH AND SAFETY

- 8.01 The parties hereto recognize the importance of Safety and Health provisions in the Plant for the protection of Employees and Company property. In this regard the Employer agrees to continually work towards the maintenance of safe working conditions.
- 8.02 The Employer and the Union agree that there shall be a plant safety committee for the Precast Division. There shall be competent representation from the plant and the yard. This committee shall be chaired by the appropriate plant manager and shall meet on a regular basis.
- 8.03 An Employee unable to continue to work as a result of an accident occurring during the working hours shall be paid for regular time lost on the day of the accident inclusive of shift differential, if any. Should such an accident occur when an Employee is working overtime on their scheduled day off, they shall be paid for the number of hours they were scheduled to work.
- 8.04 Given the importance that the Company places on employee safety and accident prevention, it is the intention of the Company in cooperation with the employees and their authorized representatives, to ensure that a safe workplace exists for all employees and that all reasonable steps are taken to prevent accidents. Therefore, the parties agree to the following responsibility provisions:

### Company Responsibilities:

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

# Employee Responsibilities:

- Employees shall observe all safety legislation, regulations and Company policies in the performance of their assigned duties at all times.
- Employees shall report any unsafe or hazardous conditions to the Company as soon as they become aware of the situation.
- Employees shall participate in all Company sponsored safety training initiatives and advise the Company of any concerns he/she may have about a lack of knowledge or expertise in the performance of assigned duties that could result in an unsafe workplace.
- Employees understand that they shall not be disciplined for an accident. However, if it is proven that an employee acted in a careless or negligent manner, or violated applicable safety legislation, regulations, Company policies or practices then such action shall be considered as just cause for disciplinary action up to and including dismissal.

# Union Responsibilities:

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

#### ARTICLE 9 – VACATIONS AND STATUTORY HOLIDAYS

9.01 Employees shall be paid for Vacations and Statutory Holidays and provided time off for vacations, according to the following schedule:

Years of Continuous	Percentage* of Pay [Vacation + Statutory Holidays]	Annual Unpaid Vacation
Service 0 – <2 years	8.4% [Four percent (4%) + four point four	Two (2) Weeks
0 – <2 years	percent (4.4%)]	Two (2) weeks
2-7 years	10.4% [Six percent (6%) + four point four percent (4.4%)]	Three (3) Weeks
7 – 17 years	12.4% [Eight percent (8%) + four point four percent (4.4%)]	Four (4) Weeks
17 + years	14.4% [Ten percent (10%) + four point four percent (4.4%)]	Five (5) Weeks

<sup>\*</sup>All percentages outlined above are paid on gross earnings.

9.02 Employees, who require more unpaid vacation than entitled, must make this request in writing to management and will be approved subject to business requirements.

9.03 Employees upon hire will have their vacation pay and statutory holiday pay paid on each pay.

Employees who have worked for the Company for more than one (1) year may elect to have their vacation pay accrued and paid out upon request up to four (4) times per year. Employees who elect to accrue their vacation will have any remaining balance paid out to them on the first (1st) pay date in January of the following year.

Employees may change to or from having their vacation pay accrued or paid on each pay no more than once every two (2) years.

- 9.04 The Employer shall make every effort to accommodate the Employee's request for Vacation and it will not be unreasonably denied. However, in the event the Employer requires the Employee to change their granted vacation, the Employer will reimburse any legitimate receipts for cancellation charges incurred as a result of the vacation change.
- 9.05 The following days shall be recognized as Statutory Holidays and shall be observed as Days off without pay. In the event the Employer requires any Employee to work any of the following Holidays, they shall be paid at a rate of two times (2.0x) their straight time hourly rate for all hours worked.

New Years Day Labour Day

Family Day National Day for Truth & Reconciliation

Good Friday Thanksgiving Day
Victoria Day Remembrance Day
Canada Day Christmas Day
Civic Holiday Boxing Day

In the event a new statutory holiday is declared by the province and is recognized in the Employment Standards Code of Alberta, such statutory holiday shall be added to the list above.

9.06 In the event that any of the Holidays listed above fall on a weekend except National Day for Truth & Reconciliation, they shall be observed on the day(s) preceding or following the holiday(s) by mutual agreement between the Union and the Employer. No work shall be performed on Labour Day, except where safety to life and property make it necessary. National Day for Truth & Reconciliation will not be moved and will be recognized on the day on which it falls.

Where either Canada Day, National Day for Truth & Reconciliation or Remembrance Day fall during the week, the statutory holiday will be observed on the actual day, or where business needs dictate the statutory holiday will be observed on the Monday or Friday of that week as decided by management. The day chosen by management will be communicated to employees by no later than Monday of the week prior to the applicable statutory holiday. Employees who wish to take the actual day off shall be granted the additional day off unpaid.

9.07 Employees who transfer between the Pipe Plant and the Precast Plant will continue to maintain their vacation pay entitlement as per Articles 9:01.

### ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE

- 10.01 The Parties agree to meet quarterly (four [4] times per year) or at the special request of either party to review and discuss the following but are not limited to: promoting safety in the work place and the observance of the safety rules; improving production and efficiency; reviewing questions, concerns and suggestions of Employees. The Committee's mandate is to improve communication, co-operation and establish a good working relationship between the Employees and Management.
  - (A) The Committee members shall consist of two (2) Employer designates and two (2) Employee designates for a total of four (4). The Parties shall have Co-Chairpersons who will alternate in presiding over meetings.
  - (B) The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of the collective Agreement.
  - (C) The Committee shall not have the power to bind, the Union, Employees or the Employer to any decisions or conclusions reached in their discussion.
  - (D) The Committee shall have the power to make suggestions to the Employees and the Employer with respect to its discussions and conclusions.

#### ARTICLE 11 – BEREAVEMENT PAY

- 11.01 (A) Employees who have completed their probationary period with the Company will be entitled to up to three (3) consecutive regularly scheduled days paid bereavement leave in the event of the death of an immediate family member provided that such leave is taken within a seven (7) consecutive day period commencing from the date of death. The paid bereavement shall only include time lost from their regular schedule to a maximum of eight (8) hours per day.
  - (B) For the purposes of Article 11.01(A), immediate family shall be defined as the employee's spouse, mother, father, children (including common-law and step-children), sisters, brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfathers, grandmothers and grandchildren.

#### **ARTICLE 12 – SENIORITY**

12.01 In all cases of promotion, lay-off and recall, the Employer will make its decision based on seniority and the employees' ability to perform the work. Where, in the Employer's opinion, ability to perform the work is relatively equal between employees, seniority shall be the deciding factor.

The Edmonton Precast Plants will have one (1) seniority list.

- 12.02 The Employer shall provide the Union with a complete list of its Employees covered by this Agreement within fourteen (14) days of the signing of this Agreement. The Employer will further submit to the Union an updated seniority list every three (3) months. Additionally, within thirty (30) days after layoff, the Employer will provide the Union with a list of Employees who will not be recalled. Seniority list will also be posted in the lunchroom every three (3) months.
- 12.03 All vacancies and newly created positions shall be dated and posted for one (1) week on the bulletin board supplied for Union purposes. An Employee desiring the position must make application to the Employer within said week.
- 12.04 Employees will be considered to be on probation for a period of no more than three (3) calendar months of actual time worked. Where the Company is unsure about an employee who is nearing the end of this three (3) month period, the probation period may be extended upon mutual agreement between the Company and the Union. Where employees are dismissed prior to the completion of their probationary period, the Union may request the reason from the Company and such reason will be shared verbally with the Union.

Seniority of each employee as covered by this agreement shall be established after the probation period has been met and shall count from the date of employment. Seniority shall be maintained and accumulated through:

- (A) Sickness or accident up to a maximum of six (6) months and then frozen until return to work;
- (B) Leave of absence authorized by the Employer;
- (C) Absence due to layoff.
- \*Authorized is defined as illness with a doctor's certificate or permission from their immediate supervisor.
- 12.05 An Employee shall lose their seniority standing and their name shall be removed from all seniority lists for any of the following reasons:
  - (A) Voluntary termination of Employment;
  - (B) Discharge for cause;
  - (C) Nine (9) months absence due to lay-off;

- (D) Failure to reply within (2) working days after they have been notified to do so by the Employer by registered mail at their last known address and failure to report to work immediately after an additional three (3) working days. In the event that an employee is employed elsewhere at the time of recall, the total time period may be extended up to a maximum of seven (7) working days so that the employee is able to provide sufficient notice to their employer;
- (E) Failure to return from an authorized leave of absence or sickness, when due.

### **ARTICLE 13 – UNION DELEGATES**

- 13.01 Upon receipt of a request, in writing, the Employer shall grant a leave of absence without pay to an Employee for purposes of attending as a delegate at official Union business. It being understood, that at no time shall such leaves of absence apply to more than two (2) Employees for a maximum of ten (10) working days. The request for leave must contain notice of leave of not less than fourteen (14) days.
- 13.02 The Union's Bargaining Committee shall consist of two (2) Union employees plus the Union Business Representative. The above two (2) employees shall be granted time off with pay for the purpose of contract negotiations with the Employer.

### **ARTICLE 14 – TERMINATION OF EMPLOYMENT**

# 14.01 <u>Temporary Layoffs</u>

In the event of a temporary layoff due to a shortage of work, employees shall receive twenty-four (24) hours notice in advance of layoff except in cases of emergency. The Company shall notify the Shop Stewards of such layoffs. Where reasonable, the Company will provide more notice to the employees. Where the temporary layoff exceeds the maximum recall period of nine (9) months as prescribed in Article 12.05(C), the Employee shall receive termination pay in accordance with Article 14.01(C) below.

Temporary employees shall be given one (1) hour notice of layoff due to a shortage of work and the Employer shall notify the Shop Steward of such layoff.

#### 14.02 Permanent Layoffs

In the event of a permanent layoff due to a shortage of work, or a temporary layoff that exceeds nine (9) months in duration and results in the expiration of seniority rights, notice shall be given to the employee in accordance with the following schedule:

- (i) twenty-four (24) hours if the employee has been employed by the Employer less than three (3) months;
- (ii) one (1) week if the employee has been employed by the Employer for three (3) months or more, but less than two (2) years;

- (iii) two (2) weeks if the employee has been employed by the Employer for two (2) years or more, but less than four (4) years;
- (iv) four (4) weeks if the employee has been employed by the Employer for four (4) years or more, but less than six (6) years;
- (v) five (5) weeks if the employee has been employed by the Employer for six (6) years or more, but less than eight (8) years;
- (vi) six (6) weeks if the employee has been employed by the Employer for eight (8) years or more, but less than ten (10) years;
- (vii) eight (8) weeks if the employee has been employed by the Employer for ten (10) years or more.

# 14.03 <u>Progressive Discipline</u>

The following steps shall be taken leading up to and concluding in termination of employment as a result of sub-standard job performance or employee conduct.

- (1) Verbal Counseling: discussion with the employee to ensure employee is aware of the standards required
- (2) Written Warning: written copy presented to the employee with a copy to the Union Shop Steward.
- (3) Formal Termination: written copy presented to the employee with a copy to the Union Shop Steward.

Steps 2 and 3 are disciplinary actions and require just cause. In the case of serious violations, the Employer may bypass Steps 1 and/or 2. Employees shall have Union representation before the beginning of any disciplinary meetings with their supervisor and such Union Representation shall attend the disciplinary meeting unless the employee waives this right by signing a Union representation waiver form

Discipline given to employees who have maintained a discipline free record for a period of twenty-four (24) months will not rely on discipline given prior to the twenty-four (24) month period. However, all discipline will stay in the employee's record permanently and may be relied upon even beyond the twenty-four (24) month period where patterns can be established.

#### 14.04 Documentation

In the event of either a temporary or permanent layoff, or termination of employment, employees shall be provided with all required documentation within the applicable statutory time limits.

#### ARTICLE 15 – GRIEVANCE PROCEDURE

#### 15.01 **Difference**

Any difference arising between the parties as to the interpretation, application, operation or alleged violation of this agreement, including any differences over the suspension or dismissal of an employee, and including the question as to whether the matter is arbitrable, shall be finally and conclusively resolved without stoppage of work in the following manner:

#### STAGE 1

The Shop Steward with the employee(s) shall first discuss the matter with the foreman/Immediate Supervisor or their designate and shall try and resolve the matter within ten (10) working days. Where the matter is not resolved in Stage 1, then:

#### STAGE 2

The matter shall be submitted in writing to the Operations Manager or their designate and the Human Resources Manager within ten (10) working days of the end of stage 1. The Operations Manager shall meet with the Shop Steward and employee(s) within ten (10) working days upon receipt of the written grievance to resolve the matter. Should the matter not be resolved within ten (10) working days at this stage, then:

#### **STAGE 3**

The written grievance shall be submitted within ten (10) working days to the General Manager and Labour Relations Manager/Director for resolution. Should the matter not be resolved at this stage within fifteen (15) working days, then the matter may be submitted to Arbitration.

#### **STAGE 4**

The matter shall be referred to a single Arbitrator or where the parties so agree, to a Board of Arbitration of three (3) members. Where a Board of Arbitration is used one (1) member shall be appointed by the Employer and one (1) by the Union. The third member, who shall be Chairperson of the Arbitration Board, shall be appointed by the parties' appointees. Should the parties' appointees be unable to agree on a Chairperson within five (5) working days of the appointment of the last appointed, the Chairperson shall be appointed by the Minister of Labour for the Province of Alberta.

#### ARTICLE 16 – HEALTH AND WELLNESS PLAN

16.01 The Employer shall remit to the Alberta Carpenters Health and Wellness Plan (Plan) no later than the 15<sup>th</sup> day of the month following the month that the hours were worked with the report of particulars approved by the Trustees.

The Employer and employees shall contribute to the Plan as follows:

Effective Date	Employer Contribution	Employee Contribution
June 1, 2023	\$1.20 per hour worked	\$0.35 per hour worked
October 1, 2023	\$1.75 per hour worked	\$0.35 per hour worked
June 1, 2024	\$1.95 per hour worked	\$0.15 per hour worked
June 1, 2025	\$2.10 per hour worked	No contribution

- 16.02 All monies owed by the Employer shall be deemed a trust for the benefit of the Employees.
- 16.03 The Trustees of the Plan shall with just cause be entitled to determine through audit if monies are owed and collect any monies due and owing. The Union may also grieve any non-payment.
- 16.04 The Employer shall not be responsible for any benefits provided by the Plan and shall only be responsible for contributions by the collective agreement.

### ARTICLE 17 - PENSION PLAN

17.01 The Employer shall contribute three point five percent (3.5%) of each employee's base hourly rate, per hour for all hours worked including overtime hours at straight time rates, to either the grandfathered Alberta Carpenters and Allied Workers Pension Plan or the Company sponsored Pension Plan no later than the 15<sup>th</sup> day of the month following the month that the hours were worked. In addition to the employer contributions the Company will deduct an equal amount from each employee's pay and remit such amounts in the same manner as the Company contributions.

Effective June 1, 2025 the Employer will increase its contributions to four percent (4%). The employee's contribution shall remain at three point five percent (3.5%).

- 17.02 All monies deducted by or owed by the Employer shall be deemed a trust for the benefit of the Employees.
- 17.03 The Trustees of the Alberta Carpenters and Allied Workers Pension Plan shall with just cause be entitled to determine through audit if monies are owed and collect any monies due and owing. The Union may also grieve any non-payment.
- 17.04 The Employer shall not be responsible for any benefit provided by either the Alberta Carpenters and Allied Workers Pension Plan or the Company sponsored Pension Plan and shall only be responsible for the establishment or administration of the said fund, the Employer's liability to these plans shall be limited to contributions required by the collective agreement.

#### ARTICLE 18 – NO STRIKE OR LOCKOUT

18.01 Both parties agree to abide by the laws with reference to labour relations presently in effect which define that no Employer who is a party to a collective agreement shall declare or cause a lockout, and no Employee bound thereby shall go on strike unlawfully, cause a slow-down, sit-down or work stoppage during the term of his Collective Agreement. In the event of an unauthorized slow-down or work stoppage, partial or complete, the Union undertakes to cooperate with the Company to actively restore normal production.

#### ARTICLE 19 – SCHEDULE OF WAGE RATES AND CLASSIFICATIONS

19.01 Each Employee shall be classified in the hereinafter-mentioned classification, which covers the work operation the employee performs for the Company.

Increase wages as follows:

- June 1, 2023 4%
- June 1, 2024 2.5%
- June 1, 2025\* 2%

Classification	Base Rate	Safety Boots	Pension	H&W	Total Package Rate
Production Worker I (a)					
Current	\$23.54	\$0.15	\$0.82	\$1.20	\$26.21
June 1, 2023	\$24.48	\$0.18	\$0.86	\$1.20	\$26.72
October 1, 2023	\$24.48	\$0.18	\$0.86	\$1.75	\$27.27
June 1, 2024	\$25.09	\$0.18	\$0.88	\$1.95	\$28.10
June 1, 2025	\$25.60	\$0.18	\$1.02	\$2.10	\$28.90
			-		

Classification	Base Rate	Safety Boots	Pension	H&W	Total Package Rate
Production Worker I (b	Production Worker I (b)				
Current	\$24.66	\$0.15	\$0.86	\$1.20	\$27.37
June 1, 2023	\$25.65	\$0.18	\$0.90	\$1.20	\$27.92
October 1, 2023	\$25.65	\$0.18	\$0.90	\$1.75	\$28.47
June 1, 2024	\$26.29	\$0.18	\$0.92	\$1.95	\$29.34
June 1, 2025	\$26.81	\$0.18	\$1.07	\$2.10	\$30.17
Production Worker II (	a)				
Current	\$25.78	\$0.15	\$0.90	\$1.20	\$28.53
June 1, 2023	\$26.81	\$0.18	\$0.94	\$1.20	\$29.13
October 1, 2023	\$26.81	\$0.18	\$0.94	\$1.75	\$29.68
June 1, 2024	\$27.48	\$0.18	\$0.96	\$1.95	\$30.57
June 1, 2025	\$28.03	\$0.18	\$1.12	\$2.10	\$31.43
Production Worker II (	(b)				
Current	\$26.77	\$0.15	\$0.94	\$1.20	\$29.56
June 1, 2023	\$27.84	\$0.18	\$0.97	\$1.20	\$30.20
October 1, 2023	\$27.84	\$0.18	\$0.97	\$1.75	\$30.75
June 1, 2024	\$28.54	\$0.18	\$1.00	\$1.95	\$31.67
June 1, 2025	\$29.11	\$0.18	\$1.16	\$2.10	\$32.55
Production Worker III (a)					
Current	\$27.76	\$0.15	\$0.97	\$1.20	\$30.58
June 1, 2023	\$28.87	\$0.18	\$1.01	\$1.20	\$31.26
October 1, 2023	\$28.87	\$0.18	\$1.01	\$1.75	\$31.81
June 1, 2024	\$29.59	\$0.18	\$1.04	\$1.95	\$32.76
June 1, 2025	\$30.18	\$0.18	\$1.21	\$2.10	\$33.67
Production Worker III (b)					
Current	\$28.86	\$0.15	\$1.01	\$1.20	\$31.72
June 1, 2023	\$30.01	\$0.18	\$1.05	\$1.20	\$32.44
October 1, 2023	\$30.01	\$0.18	\$1.05	\$1.75	\$32.99
June 1, 2024	\$30.76	\$0.18	\$1.08	\$1.95	\$33.97
June 1, 2025	\$31.38	\$0.18	\$1.26	\$2.10	\$34.92

Classification	Base Rate	Safety Boots	Pension	H&W	Total Package Rate
Tradesperson I					
Current	\$29.95	\$0.15	\$1.05	\$1.20	\$32.85
June 1, 2023	\$31.15	\$0.18	\$1.09	\$1.20	\$33.62
October 1, 2023	\$31.15	\$0.18	\$1.09	\$1.75	\$34.17
June 1, 2024	\$31.93	\$0.18	\$1.12	\$1.95	\$35.17
June 1, 2025	\$32.57	\$0.18	\$1.30	\$2.10	\$36.15
Tradesperson I (b)					
Current	\$31.02	\$0.15	\$1.09	\$1.20	\$33.96
June 1, 2023	\$32.26	\$0.18	\$1.13	\$1.20	\$34.77
October 1, 2023	\$32.26	\$0.18	\$1.13	\$1.75	\$35.32
June 1, 2024	\$33.07	\$0.18	\$1.16	\$1.95	\$36.35
June 1, 2025	\$33.73	\$0.18	\$1.35	\$2.10	\$37.36
Trades Person II (a)	Trades Person II (a)				
Current	\$32.10	\$0.15	\$1.12	\$1.20	\$35.07
June 1, 2023	\$33.38	\$0.18	\$1.17	\$1.20	\$35.93
October 1, 2023	\$33.38	\$0.18	\$1.17	\$1.75	\$36.48
June 1, 2024	\$34.22	\$0.18	\$1.20	\$1.95	\$37.55
June 1, 2025	\$34.90	\$0.18	\$1.40	\$2.10	\$38.58
Tradesperson II (b)					
Current	\$33.53	\$0.15	\$1.17	\$1.20	\$36.55
June 1, 2023	\$34.87	\$0.18	\$1.22	\$1.20	\$37.47
October 1, 2023	\$34.87	\$0.18	\$1.22	\$1.75	\$38.02
June 1, 2024	\$35.74	\$0.18	\$1.25	\$1.95	\$39.12
June 1, 2025	\$36.46	\$0.18	\$1.46	\$2.10	\$40.20
Tradesperson III (a)					
Current	\$34.95	\$0.15	\$1.22	\$1.20	\$38.02
June 1, 2023	\$36.35	\$0.18	\$1.27	\$1.20	\$39.00
October 1, 2023	\$36.35	\$0.18	\$1.27	\$1.75	\$39.55
June 1, 2024	\$37.26	\$0.18	\$1.30	\$1.95	\$40.69
June 1, 2025	\$38.00	\$0.18	\$1.52	\$2.10	\$41.80

Classification	Base Rate	Safety Boots	Pension	H&W	Total Package Rate
Tradesperson III (b)					
Current	\$36.34	\$0.15	\$1.27	\$1.20	\$39.46
June 1, 2023	\$37.79	\$0.18	\$1.32	\$1.20	\$40.50
October 1, 2023	\$37.79	\$0.18	\$1.32	\$1.75	\$41.05
June 1, 2024	\$38.74	\$0.18	\$1.36	\$1.95	\$42.22
June 1, 2025	\$39.51	\$0.18	\$1.58	\$2.10	\$43.37
Tradesperson IV	Tradesperson IV				
Current	\$37.73	\$0.15	\$1.32	\$1.20	\$40.90
June 1, 2023	\$39.24	\$0.18	\$1.37	\$1.20	\$41.99
October 1, 2023	\$39.24	\$0.18	\$1.37	\$1.75	\$42.54
June 1, 2024	\$40.22	\$0.18	\$1.41	\$1.95	\$43.76
June 1, 2025	\$41.02	\$0.18	\$1.64	\$2.10	\$44.95

### \* CPI Protection for 2023 increase

If the average monthly "year of over year" CPI for Edmonton from May 2024 to April 2025 is greater than 2%, the 2025 wages noted in the table above will be further increased by the difference between CPI and 2% to a maximum 2.75% total increase for 2025. To be clear, where CPI is greater than 2% the additional percentage to a maximum of an additional 0.75% will be added to the percentage increases used in the wage table.

The CPI Index shall be that which is published at: <a href="http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09i-eng.htm">http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09i-eng.htm</a>

All increases will be on the base wages noted in the collective agreement. Any employee who is being paid above the rates in the collective agreement will see the equivalent dollar increase for their respective classification.

If new classifications are required and if any workers' scope of work falls outside any of the classifications, the Company and the Union will meet and work out an appropriate classification and rate of pay.

- 19.02 New hires to the Production Worker I classification will be promoted to Production Worker II classification after nine (9) months, subject to a satisfactory performance appraisal.
- 19.03 Remittances for Initiations, Union Dues and Permit Fee (if applicable) shall be forwarded to Local Union 2010 located at 2626-23 Street NE, Calgary, Alberta, T2E 8L2 no later than the 15th of the month following the month that the hours were worked with a report of particulars approved by the Trustees.

Health and Wellness contributions and grandfathered Carpenters Local Union 2010 Retirement Contribution Trust Account contributions shall be sent to the Carpenters Joint Contribution and Dues Fund, who will be responsible for distributing the funds to the appropriate trust, plan or account.

Remittances for the Company sponsored Pension Plan will be sent directly by the Employer to the Plan Administrator, as agreed to by the Union and the Company, for allocation to each member's account no later than the 15<sup>th</sup> day of the month following the month that the hours were worked with the report of particular approved by the trustees.

### 19.04 Lead Hands

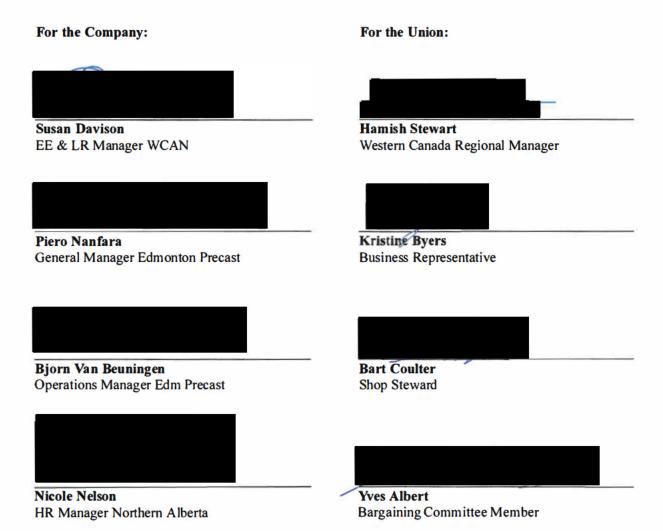
Employees who are appointed as lead hands by Management will be paid a premium of two dollars (\$2.00) per hour worked. This premium will not compound for overtime. Employees will be required to meet the expectations as communicated by management. Where an employee is not meeting the expectations, the employee may be un-appointed at management's sole discretion.

# 19.05 Working Foreperson

Employees who are appointed as working foreperson will be paid a premium of four dollars (\$4.00) per hour worked. This premium will not be compounded for overtime. Employees will be required to meet the expectations as communicated by management. Where an employee is not meeting the expectations, the employee may be un-appointed at management's sole discretion.

### **ARTICLE 20 – SAVINGS CLAUSE**

20.01 It is not the intent of either party hereto to violate any laws or rulings or regulations of any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void or being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties by mutual agreement shall meet to negotiate new provisions to replace those held to be void.



# Letter of Understanding #1

Between

Edmonton Pipe and Edmonton Precast Operations in the Greater Edmonton Market of Lafarge Western Canada (A division of Lafarge Canada Inc.) (the Company)

And

The United Brotherhood of Carpenters and Joiners of America Local Union 2010 (the Union)

Re: Apprentices

When the Employer has requirements for apprentices in the Carpentry and Welding trades, it will place a posting on the bulletin board inviting existing employees to make an application for such apprenticeship opportunities. The Employer will indenture the successful candidates in their respective trades in accordance with the Apprenticeship and Industry Training/Alberta Learning.

Signed this 9th day of November , 2023 in the city of Edmonton

Susan Davison
Employee/Labour Relations Manager WCAN

Bjorn Van Beuningen
Operations Manager

Western Canada Regional Manager

Kristine Byers
Union Business Rep Carpenters 2010

# Letter of Understanding #2

#### Between

Edmonton Pipe and Edmonton Precast Operations in the Greater Edmonton Market of Lafarge Western Canada (A division of Lafarge Canada Inc.) (the Company)

And

The United Brotherhood of Carpenters and Joiners of America Local Union 2010 (the Union)

Re: Employee Evaluation System

The parties recognize the importance of providing feedback to all employees. The company has implemented an evaluation system where an employee's performance is compared to a predetermined set of competencies and the expected level of performance for that particular classification. During these evaluations employees will have an opportunity to better understand how they are ranked. The following provides further details:

- 1. At least once every two (2) years employees will be provided with the opportunity to take part in a performance evaluation conducted by their respective supervisors.
- 2. Evaluations are to be conducted in the first quarter, for the previous two (2) years performance.
- 3. Evaluations which identify that the employee is above the expectations may result in the employee moving to the next classification.
- 4. The results of the evaluations are for feedback purposes and are not linked to negotiated annual increases within a classification.

Signed this 9th day of November,	2023 in the city of Edmonton
For the Company:	For the Union
Susan Davison	Hamish Stewart
Employee/Labour Relations Manager WCAN	Western Canada Regional Manager
Bjorn Van Beuningen	Kristine Byers
Operations Manager	Union Business Rep Carpenters 2010