

COLLECTIVE AGREEMENT

This Agreement is made effective the 1st day of November, 2018.

BETWEEN:

Cement Cartage Company Limited
Herein after called the Company;

AND:

Unifor, Local 4500A
Herein after called the Union.

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ARTICLE 1 - Recognition

1.01 The Company recognizes the Union as the exclusive collective bargaining agent for those employees of the Company included in the Order of Certification.

ARTICLE 2 - Management Rights

2.01 The Union acknowledges that it is the exclusive function of the Company:

- a) to maintain order, discipline and efficiency;
- b) to hire, retire, classify, direct, assign, promote, demote, transfer, discipline, suspend, and discharge employees and to increase and decrease the working forces;
- c) generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of establishments, the methods and processes to be used, dispatching of runs, kinds and locations of machines, tools and equipment to be used, the selection, installation and requirements in the operation of any equipment or materials it decides to use or handle;
- d) to make, alter and enforce rules and regulations to be observed by employees, not inconsistent with the terms of this Agreement.

ARTICLE 3 - Relationship

3.01 No person shall be refused employment or in any manner be discriminated against or coerced, restrained or influenced on account of membership or non membership in any labour organization.

3.02 This Union, its members and/or its agents shall not intimidate or coerce or attempt to intimidate or coerce in any manner whatsoever employees into membership of this or any other Union. Any employee found violating this provision shall be subject to disciplinary action by management.

3.03 The Company agrees to periodic visits for the purpose of legitimate interest of union administration by an Agent or Representative of the Union to contact members of the Union in connection with provisions of this Agreement maybe permitted on Company property during working hours, provided, however, that prior consent is received from the General Manager or his designated representative.

ARTICLE 4 - Union Security

- 4.01 All present members of the Union must, as a condition of employment with the Company, remain members in good standing of the Union.
- 4.02 All new employees covered by this Agreement following completion of thirty working days of employment must become members of the Union in good standing as a condition of continued employment.
- 4.03 From each employee covered by this Agreement, the Company shall deduct from the last pay of each month following completion of thirty working days of employment with the Company, the Union's monthly dues and remit such amounts electronically to the Financial Secretary of Local 4500A, together with an email to the Financial Secretary of Local 4500A containing a list of names and home addresses of those from whom such deductions have been made, not later than the 15th day of the month following the month in which such deductions are made.

ARTICLE 5 - Grievance Procedure

- 5.01 Should any difference or grievance arise between the Company and the Union, or any of the employees represented by the Union, concerning the meaning or violation of any of the provisions of this Agreement, including personal grievances, such differences or grievances shall be settled in orderly fashion and without stoppage of work in accordance with the procedures set forth in this Article.
- 5.02 The Union will appoint and the Company will recognize a Grievance Committee of three, the members of which will be regular employees of the Company, to deal with differences and grievances. The Union shall inform the Company in writing of the Chairman and Members of the Committee, or any changes therein.
- 5.03 The alleged differences and grievances will be dealt with in the following manner:

Step 1:

Within five working days (Saturdays, Sundays and Statutory Holidays excepted) after the circumstances giving rise to a grievance have come to the attention of the aggrieved party, the matter shall be submitted in writing by the Company's representative to the Grievance Committee or any member thereof, or by the Union or the aggrieved employee to the General Manager or his designate. The grievance Committee or the General Manager shall reply to the grievance within seven working days, in writing. Should no settlement be reached, satisfactory to

the grieving party, the matter may then be referred to a Board of Arbitration as provided in Step 2.

Step 2:

Failing settlement under Step 1, the grievance may then be referred to a Board of Arbitration in the following manner: Written notice that the matter shall be referred to arbitration shall be served on the Company or the Union within twenty days from the time limited under Step 1. Within ten days after such notice has been served, both parties shall nominate a member of the Board. The two members so appointed shall select a Chairman. Should an Arbitration Board not be established or function as provided for in this paragraph, the Minister of Labour of Canada shall be empowered to appoint the nominee and/or Chairman as required in order that the Board may properly function. The Board shall give a decision within fifteen days after the completion of hearings unless time is extended by mutual agreement. The decision of the Board shall be final and binding, but no decision rendered by a Board established under the provisions of this Article shall in any way modify or amend any provisions of this Agreement. However, the Board may dispose of any discharge or discipline grievance in any manner it considers just or equitable.

In the event that a unanimous decision is not reached, the decision of the Board of Arbitration shall be the majority decision thereof. In the event no majority decision is reached, the decision of the Chairman shall be the decision of the Board.

- 5.04 Each party shall pay the remuneration and expenses, if any, of the Arbitrator appointed by that party; and the remuneration and expenses of the Chairman, if any, shall be borne equally by both parties. Witness fees and allowances shall be paid by the party calling such witnesses.
- 5.05 If, at the request of the Company, time is lost by an employee's handling of a grievance or on a negotiating committee meeting with the Company, the time so lost shall be paid for by the Company.
- 5.06 A Union Official designated by the Union as its representative may be present at any meeting between the Company and the Union if his presence is requested by either party.

ARTICLE 6 - Seniority

- 6.01 The purpose of seniority provisions herein is to provide a policy governing layoffs and re-hirings. In the event of a reduction in the working force, the employee

with the least seniority shall be laid off first. Upon recall, after layoff, the senior laid off employee shall be called back first.

- 6.02 In the event of a layoff, before layoff of employees out of seniority order, after acquired, the Company will notify the Union. The seniority list shall be prepared and posted by the Company on 30th September of every year.
- 6.03 Employees shall be probationary employees until they have completed ninety working days of employment with the Company. If retained, the employee's name shall be placed on the seniority list, dated according to the date his probationary period of employment commenced. Seniority of service shall not be forfeited during any layoffs, permitted leave of absence or proven sickness or injury. The ninety days may be extended upon mutual agreement between the General Manager or his designate and the Local Union. Employees who have reached seniority status and leave employment due to attrition will be replaced and added to the seniority list upon completion of the probationary period.
- 6.04 An employee's name shall be removed from the seniority records and his employment terminated for the following reasons:
- a) If the employee voluntarily quits the employ.
 - b) If the employee is discharged for any just cause.
 - c) If the employee is absent from his duties without permission for any period longer than half a day and is unable to show sufficient cause of such absence.
 - d) If the employee does not notify the Company within three days of his intention to report to work after receiving his call by written notification sent to him by registered mail to his last known address, or if he does not report within one week from the time of receiving his notice to report to work, or within two weeks if permission is granted by the Company.
 - e) If twelve months have elapsed from the date of his last layoff; or if the employee has not worked at least ten days in the previous twelve month period provided that the Company has made a reasonable attempt to provide work for that employee and such employee has not notified the Company at least two weeks in advance that he will not be available for work. Where an employee notifies the Company he will not be available for work, he shall specify the approximate period he will not be available and must give the Company at least one week's notice when he will be available for a call.

- 6.05 During the seasonal layoff period, employees with the most seniority will retain their employment. It is understood, employees not retained by the employer will be available to work unless they are employed somewhere else.

During that period, should additional work become available, the company will ask for a volunteer in order of seniority. If a volunteer is not found amongst the employees who are not legally employed somewhere else, the additional work will be assigned to the employee with the most seniority on layoff.

Employees being called in from layoff will be advised at that time whether the call is on a regular basis with a daily or weekly guarantee or on a casual trip basis with no guarantee. If the call is on a regular basis but for a period of less than two months, the employee may refuse the call without prejudice to his seniority as laid down in Article 6, sub paragraph 6.04.

ARTICLE 7 - Leave of Absence

- 7.01 Upon written application to the Company, an employee with at least one year seniority, for good and sufficient cause, may, if mutually agreed upon by the Company and the Union, be granted a leave of absence without pay for a period not to exceed sixty working days. Any request for leave of absence should be made at least two weeks in advance of the leave.
- 7.02 Any employee on leave of absence who engages in other employment unless previously authorized under provisions of Article 7.01 or fails to report for work on expiration of his leave, shall be deemed to have quit voluntarily.
- 7.03 A leave of absence obtained under false pretences shall be cause for discharge.

ARTICLE 8 - Discharge

- 8.01 The Union agrees to cooperate with the Company regarding the enforcement of Company rules and will make every effort to combat misdemeanours.
- 8.02 No employee will be disciplined or discharged without just cause.
- 8.03 An employee is entitled prior to the imposition of discipline or discharge to be notified at a meeting with management of the reasons for considering such action, unless he is a danger to himself or others. The employee may, at his request, be accompanied by a Union Representative. The decision of management shall be rendered within three working days of the meeting.

- 8.04 An employee covered by this Agreement shall have the right to refuse to cross a picket line during the course of his duties for the Company subject to the provisions of Article 9.02. Failure to cross a picket line shall not be considered as grounds for disciplinary action or otherwise be a violation of this Agreement.
- 8.05 Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy.
- 8.06 The employer shall provide the employee and the Union with a copy of any written warnings or adverse reports affecting the employee. Any reply by the employee shall become part of his record.
- 8.07 An arbitrator or arbitration board shall have the power to modify any penalty imposed by the employer, and to take whatever other action is just and equitable in the circumstances.
- 8.08 Meetings where an employee is to be suspended or discharged shall take place at the employee's home terminal

ARTICLE 9 - Strikes and Lockouts

- 9.01 During the term of this Agreement, the Company agrees there shall be no lockouts or prudent action, and the Union agrees there shall be no strikes, sit downs, slowdowns, work stoppages or suspension of work, either complete or partial, for any reason by the employees.
- 9.02 It is agreed that no employee shall be required to cross a legal picket line during the course of his duties if it means personal injury or damage to Company equipment.

ARTICLE 10 - Medical Examination

- 10.01 Any medical examination requested by the Company or required by legislation shall be promptly complied with by all employees, provided, however, that the Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician, and the Union may, if in their opinion they think an injustice has been done to an employee, have said employee reexamined at the Union's expense.

10.02 When a medical examination is required by the Company or legislation, the following conditions shall apply:

- a) Employees will be paid for actual time lost because of taking such medical examination and shall be reimbursed for any charges or fees connected with such examination. However, the "Physical test" will be reimbursed to a maximum of seventy-five dollars (\$75). The Company will give one week notice of appointment to Drivers when an examination is required for Company purposes. Employees will give one week notice to the Company when an examination is required by legislation. Every attempt will be made to dispatch drivers in order that no time will be lost on the days of their examination.
- b) Employees shall be supplied with a copy of such medical report, provided a report is made available to the Company.

ARTICLE 11 - Holidays

11.01 The following statutory holidays will be observed:

New Year's Day	Labour Day
New Brunswick Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

Provided that when any of these holidays fall on a Saturday or Sunday, the day observed by the Federal Government shall be considered the holiday. Only those employees who have thirty days of employment immediately preceding the holiday shall be eligible for holiday pay. However, any employee who has achieved seniority status, and is recalled from layoff either before or following the holiday or holidays, is entitled to holiday pay provided he has worked five days within the fifteen working days preceding the holiday. If an employee is on layoff and eligible for a holiday, and more than one statutory holiday falls during a pay period, the employee shall only be entitled to holiday pay for one statutory holiday in that period.

11.02 Holiday pay as referred to in the foregoing shall be eight (8) hours pay at the regular rate of pay as found in Schedule "A".

11.03 In addition to Article 11.02, work performed on the above-listed holidays subject to Article 11.01, holiday pay shall be paid at the rate of one and one-half (1.5) the straight km and hourly rate in accordance with the Canada Labour Code.

Work performed on the above-listed holidays shall be paid in addition to the weekly guarantee referred to in the first paragraph of Schedule "A".

ARTICLE 12 - Annual Vacations

- 12.01 An employee who at the beginning of the calendar year has one year or more continuous employment relationship shall be allowed two weeks vacation. Compensation for such vacation will be four percent of the employee's wages during the preceding calendar year.
- 12.02 An employee who at the beginning of the calendar year has five years or more of continuous employment, shall be allowed three weeks vacation. Compensation for such vacation shall be six percent of the employee's wages during the preceding calendar year.
- 12.03 An employee who at the beginning of the calendar year has ten years or more of continuous employment shall be allowed four weeks vacation. Compensation for such vacation shall be eight percent of the employee's wages during the preceding calendar year. An employee who, as of January 1, 1999, has less than twenty years service will be entitled to a maximum of five weeks vacation.
- 12.04 An employee who at the beginning of the calendar year has twenty years or more of continuous employment shall be allowed five weeks vacation.
- Compensation for such vacation shall be ten percent of the employee's wages during the preceding calendar year.
- 12.05 An employee who at the beginning of the calendar year has twenty five years or more of continuous employment shall be allowed six weeks vacation. Compensation for such vacation shall be twelve percent of the employee's wages during the preceding calendar year. Note: This clause does not apply to employees with less than twenty years of service as of January 1, 1999.
- 12.06 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be paid his vacation with pay entitlement calculated to the date of leaving the service.
- 12.07 Employees who qualify for vacations of longer than two weeks shall be required to take the balance at a time as mutually arranged so as to allow other employees an opportunity to have vacation during the summer season.
- 12.08 The Company and Union may enter into a mutual agreement regarding summer vacation relief employment.

12.09 Winter Vacation Schedule:

The Employer shall post a vacation schedule for employee completion on or before October 1st of each year. Employees shall indicate their first, second and third choices for vacation time between November 15th and December 31st. This must be done on or by October 15th. The Employer shall grant or deny the vacation request in order of seniority based on operational requirements and shall post the approved vacation schedule no later than November 1st. Requests made after October 15th will be considered on a first come, first served basis.

ARTICLE 13 - Wage Rates

13.01 The wage scale as set out in Schedule "A" hereto shall apply to all employees during the term of this Agreement.

ARTICLE 14 - General

- 14.01 If an employee has left the terminal following completion of his regular daily or weekly employment, and is called back to work after so leaving, he shall receive minimum pay for each such call back equivalent to five hours at his basic straight time hourly rate or payment for mileage driven, whichever is greater.
- 14.02 The Company will prescribe the times at which meal periods will be taken by employees. The meal period for all employees shall not be less than thirty minutes nor more than sixty minutes, and will be allowed between the end of the fourth and the end of the sixth hour after commencement of work.
- 14.03 Each employee shall at his starting and quitting time personally punch his own time card or sign such other record as may be required by the Company.
- 14.04 The Company does not guarantee to provide employment or work for any number of hours, save and except as expressly provided in this Agreement.
- 14.05 All auxiliary equipment on vehicles shall be listed by the Company and checked by the employees before taking the vehicle on the road. Employees will ensure that the cab and/or the container for such equipment is locked before leaving the vehicle. It shall be the duty of employees to report promptly (confirming same in writing on the prescribed Company form) all shortages or defects in equipment.
- 14.06 When an employee is dismissed or resigns from the service of the Company, all Company property in the employee's custody will be promptly returned to the

Company. Upon receipt of such property, all moneys due to the employee, less any amount owing to the Company by him, will be promptly paid.

- 14.07 Tractors may be moved only by employees of the Company who are licensed and qualified to operate said vehicles. Dispatchers, foremen or any employee not covered by this Agreement shall not perform any work coming within the scope of this Agreement, except where an emergency arises and no qualified employee is available or where it is necessary to preload vehicles for drivers who are returning to the terminal.
- 14.08 No driver shall allow anyone but authorized employees of the Company who are on duty to ride in his vehicle except by written authorization of the Company. However, a driver will be permitted to pick up a stranded driver of another transport company. A passenger who is an adult spouse or common-law spouse, after approval by Management and the signing of a liability waiver, will be allowed up to six (6) times per calendar year. The liability waiver is required to be signed once per year by the employee. Employees must inform Dispatch or Office Staff prior to a trip that their spouse will be accompanying them.
- 14.09 In the event of a death in an employee's immediate family (employee's parents, spouse, children, brothers, sisters, mother-in-law and father-in-law, grandparents or other family members at the discretion of the Company), the employee shall be entitled to be absent from work for a period up to, but not more than, three consecutive days, when such absence is necessary to make arrangements for or attend the funeral. During such absence, the employee shall be compensated at his straight time hourly rate for such regular working time lost.
- 14.10 The Company shall attempt to pay employees prior to 3:00 p.m. on Thursdays.

ARTICLE 15 - Bulletin Boards

- 15.01 The Company agrees to permit posting of any notices of Union meetings or functions on a bulletin board in the employees' lounge.

ARTICLE 16 - Uniforms

- 16.01 A vehicle operator shall be required to wear a uniform upon completion of the probationary period, as a condition of his/her continued employment. The uniform, including boots and winter coveralls, shall be of a type and standard determined by the Company and half the cost thereof shall be borne by the Company, up to a maximum of two hundred dollars (\$200.00) per year.

In addition, employees will receive a safety footwear allowance in the amount of \$200.00 per year.

- 16.02 The Company agrees to supply one coverall or smock and one rain suit to each employee every two calendar years. Two pairs of Neoprene gloves shall be supplied by the Company per year.

ARTICLE 17 - Highway Working Conditions

- 17.01 Cement or other payload delivery runs, as designated by the Company, will be paid on a KM basis. Detours en route of two (2) KM or less will not be paid for. If any pick up or delivery is made en route, the driver will be paid for the extra time so spent at the hourly rate. It is understood, no driver will lose their spot on the rotation because of a special delivery.

- 17.02 The highway mileage rate shall include work performed:

- a) the normal preparation of the vehicle, the initial hook up of the equipment, and final unhooking and storing of equipment;
- b) it shall be the responsibility of the driver to check oil, fuel, anti freeze or water level, lights, tires and brakes on the tractor or truck; and obtain the time log or trip report; and
- c) the preparation of the trailer. Drivers will be responsible for checking lights, tires, brakes, tarpaulins and tying down thereof.

Any defects in same shall be immediately reported to the Shop Foreman on duty or to his designate.

- 17.03 In the event of breakdowns or other allegedly unavoidable delays occurring in areas without supervision, the Company may at its discretion require drivers to sign and declare a statutory declaration. This is of the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act, and they shall set forth the cause or causes to the best of their knowledge and belief, for such breakdown and/or delays, and the time consumed thereby and the place or places where such breakdown and/or delays occurred.

- 17.04 a) Each highway driver shall, if possible, be advised of his next assignment (and its delivery time or starting time, if then known) at the finish of his previous assignment. In any event he will be given as much advance notice as possible. In the event that an employee reports for duty as ordered and is not dispatched, he shall be paid at his regular hourly rate for

all time held unless the circumstances are beyond the control of the Company, including such circumstances such as fire, labour dispute or power failure and provided he performs any reasonable work requested. Notwithstanding the above, when an employee is dispatched, he is entitled to be paid for only actual time held.

- b) For purposes of "call in", the employee's residence is considered to be Havelock, N. B., and if he is called he must report at the time requested, provided he is allowed a minimum of one hour from the time of call. In the event that he does not report on time, the Company can assign the work to another employee, and the Company may consider him not available for work that day.

17.05 Employees driving tractors only shall be paid at the Driver rate per KM.

17.06 The Company will pay motel expenses and pay fifty dollars (\$50.00) in meal money to drivers who are required to be away from their home terminal overnight unless the Company arranges other suitable lodging. The accommodations at Albany Cartage office building are not considered suitable.

On the day of his return from an overnight trip, should an employee arrive at his home terminal later than 6am he shall be paid twenty five dollars (\$25.00) in meal money. Should an employee arrive at his home terminal later than 2pm, he shall be compensated fifty dollars (\$50.00) in meal money

17.07 An employee who is required by the Company to commence a trip before 6:00 a.m. is entitled to reimbursement for his breakfast; if his/her time of return from a trip is after 6:00 p.m., he/she is entitled to reimbursement for his/her supper. If an employee is on a trip with a duration of greater than twelve (12) hours, he/she shall be entitled to reimbursement for a meal for each successive four hours, which provision shall not apply if reimbursement is otherwise provided for under

this Agreement. After fourteen (14) hours, he/she shall be entitled to a reimbursement of a third (3rd) meal. Where a driver claims for a meal, he/she must complete a claim form provided by the Company for this purpose. Drivers shall be entitled to eight dollars (\$8.00) for breakfast and twelve dollars (\$12.00) for other meals. Should any provision of this clause be at variance with provisions of tax legislation, the provisions of the pertinent Act or Regulation shall apply.

17.08 Drivers returning to their home terminal at the Company's request as passengers on Company equipment shall be paid their regular rate for time so spent.

17.09 The company will not be compensating drivers for breakdowns of 30 minutes or less. However should a driver experience a breakdown longer than 30 minutes,

he will be paid at his hourly rate, including the initial 30 minutes, to a maximum of eight hours. If the actual breakdown period exceeds eight hours, the Company will review the circumstances and, if it deems appropriate, may extend the eight hours maximum after such review. Drivers will be paid at their hourly rate for time delayed on payload deliveries or return trips because of weather conditions, not exceeding four hours in any working day. If the actual period of delay because of weather conditions exceeds four hours, the Company will review the circumstances and, if it deems it appropriate, may extend the four hours maximum after such review.

- 17.10 Drivers of cement equipment shall be paid at their hourly rate for any time in excess of one half hour for loading in quarter hour increments, and shall be paid for all time spent unloading their equipment with a minimum of one hour for unloading.
- 17.11 a) Drivers preloading bulk trailers for other drivers will be paid one hour at their hourly rate for each trailer so loaded. Drivers preloading bag trailers for other drivers will be paid the actual time worked up to one and one half hours, and all time worked beyond two and one half hours. Drivers preloading any trailer after 5:00 p.m. shall be paid at their regular hourly rate for actual time worked.
- b) The Company will guarantee all drivers a minimum of 2.5 hours at the regular or overtime hourly rate, whichever is applicable, for all short payload deliveries regardless of actual time and mileage.
- 17.12 Hours of service regulations as contained in Part IV of the Canada Labour Code shall apply.
- 17.13 All drivers covered by this Agreement shall be dispatched before drivers of other companies and shall be given the preference of runs.
- 17.14 The parties agree that Sections 149 and 153 inclusive in Part V of the Canada Labour Code shall apply for the balance of the term of this Collective Agreement.
- 17.15 A driver held at any point away from home terminal shall be paid for all time held over twelve hours at his hourly rate up to a maximum of ten hours in the first twenty two hour period from the time his trip ends. The same principle will apply in each succeeding twenty two hour period. If required to perform work during any held over period, payment for such work shall be in addition to pay for all time held.

- 17.16 Drivers will be dispatched in rotation. Dispatches after 5:00 p.m., Friday, dispatches to Moncton at 5:00 p.m. any night of the week and all Saturday dispatches will not affect rotation. The Company will attempt to equalize mileage between drivers each week and driver's mileage will be posted on Thursdays.
- 17.17 It is agreed that the night dispatch sheet shall be posted by 10:00 a.m. the following day. If the Dispatch Rules are changed during the above stated period, the above sentence will be put into the new Dispatch Rules.
- 17.18 A driver, after notification and consultation with management, shall be permitted to book off for the remainder of the day if in taking any further loads that day he would contravene the Canada Labour Code.
- 17.19 It is agreed that drivers will not be required to unload bagged cement. The unloading of new commodities not now being handled will be negotiated.
- 17.20 If a driver installs and activates his/her own portable cellular telephone in a Company truck, the Company will pay forty-five dollars (\$45.00) for the life of the Agreement. If an employee incurs a higher bill than the allowance of forty-five dollars (\$45.00) for Company use, he/she can submit a receipt of the bill, and the Company will reimburse the amount above forty-five dollars (\$45.00).

ARTICLE 18 - Equipment

- 18.01 It is to the mutual advantage of both the employer and the employee that employees should not operate vehicles which are not in a safe operating condition and not equipped with the safety devices required by law. It shall be the duty of the employees to report promptly in writing, to the employer, all defects in equipment. It shall be the duty of the employer to maintain all vehicles in a safe operating condition in accordance with the Department of Highways Regulations. The maintenance of equipment in sound operating condition is not only a function, but a responsibility of management. The determination of, as well as the responsibility for all decisions in regards to the condition of equipment shall rest with the senior representative of the employer on the premises.

ARTICLE 19 Health and Welfare

- 19.01 A negotiable group insurance, hospital, surgical and medical, and Long Term Disability Plan will be implemented by the Company. Fifty percent of the total cost of premiums shall be borne by Employees.

- 19.02 An Employee who is absent from work due to sickness or injury not covered by Workers' Compensation shall use the E.I. Sick Benefit Plan for short-term disability. For accidents, the Company shall pay two hours pay at the current hourly rate on the first day of disability. For sickness, the Company shall pay two hours pay at the current hourly rate on the first day of sickness if the period of absence exceeds seven days. Satisfactory proof of disability must be supplied to the Company upon request for payment of any benefits by the Company.

When an Employee is unable to report for work because of illness, the Company agrees to pay the Employee for any loss of E.I. Sick Benefit entitlement at his current E.I. rate, between the third day of absence until the commencement of Long Term Disability benefits if the period of absence exceeds seven days, or up to the seventh day for periods of illness less than seven days at the rate of one seventh (1/7) of his weekly E.I. entitlement per day. When an Employee is absent from work because of an injury, payment referred to in the preceding sentence will commence on the first day of absence.

If the Employee is entitled to start a new E.I. Sick Benefit claim, he will be required to do so.

NOTE: Under current regulations, E.I. Sick Benefits will be paid for disability periods greater than seven days and the waiting period will be waived if he has an interruption of earnings and an allowance is payable by his Employer. Should the Unemployment Insurance Act, or Regulations to the Act, be amended resulting in a change in the benefits contained in this Agreement less beneficial to employees, employees will revert to the coverage enjoyed prior to the implementation of the current provisions, with fifty percent of the total cost of premiums being borne by the Employees.

An Employee who is on leave of absence and receiving E.I. Sick Benefits will pay fifty percent (50%) of the total costs of premiums for the Company benefit plan for a period up to fifteen (15) weeks.

An Employee who is on leave of absence and receiving Long Term Disability benefits will have premiums for Long Term Disability, Group Insurance, Dependent Life and A.D. & D. waived, and the Company will pay the premium for medical benefits.

- 19.03 Eligibility for Health and Welfare benefits, as prescribed in the current Company implemented plan, shall be based on an employee completing ninety (90) calendar days. The 'Seasonal' layoff period shall not be considered as part of the

ninety (90) calendar day calculation. Coverage will commence on the 1st day of the month following the date of eligibility.

ARTICLE 20 - Pension Plan

20.01 The Company shall maintain the present Pension Plan. The employees' contribution to the Pension Plan shall be three percent (3%) of gross earnings, and the Company's contribution shall be three and one-half percent (3.5%).

ARTICLE 21 - Shipments to P.E.I.

21.01 In addition to his/her mileage rate, a driver will be paid a flat rate of four hours at the hourly rate per return trip, on each load to Prince Edward Island to cover the time spent waiting and on board ferries.

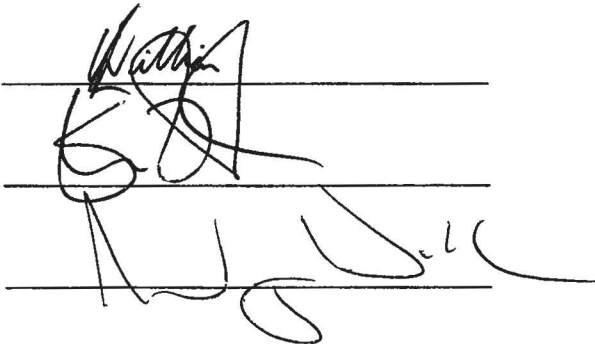
ARTICLE 22 - Duration of the Agreement

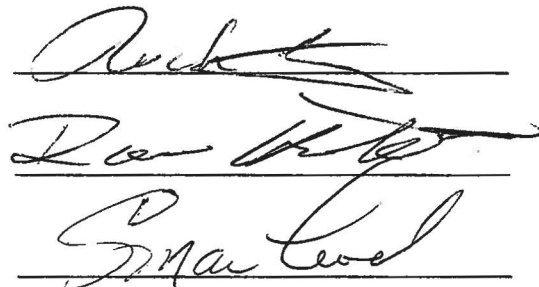
22.01 This Collective Agreement shall become effective on the 1st day of November, 2018, and shall remain in effect until the 31st day of October, 2021, and from year to year thereafter, unless at least sixty (60) days written notice is given by either party prior to the expiration date. Such written notice shall contain any changes or amendments desired and only such changes and amendments as are contained in such notice shall be discussed with the conferees, unless mutually agreed by both parties. Such notice shall be given in writing in accordance with the provisions of Part V of the Canada Labour Code.

IT WITNESS WHEREOF the said parties to these presents have hereunto set their hands, SIGNED this 2 day of November, 2018.

For CEMENT CARTAGE COMPANY LIMITED

For UNIFOR LOCAL 4500A





SCHEDULE "A"

Effective Nov 1, 2018

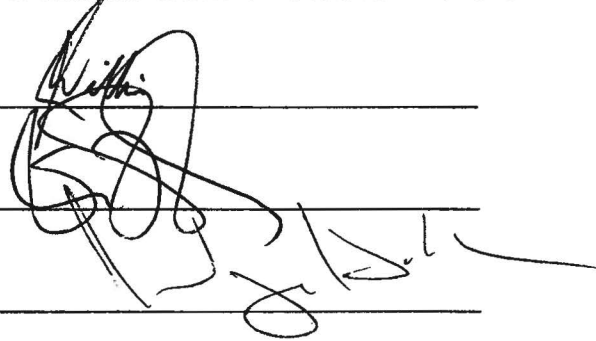
	01-Nov-18	01-Nov-19	01-Nov-20
	1.5%	2%	2%
Driver Rate per KM	\$.3287	\$.3353	\$.3420
Hourly Rate	\$ 17.72	\$ 18.07	\$ 18.44

The Company guarantees forty hours pay per week at the employee's regular hourly rate, based on a five day, forty hour week. The equivalent of eight hours' pay at the regular hourly rate will be deducted from an employee's weekly guarantee for each day he is not available for work.

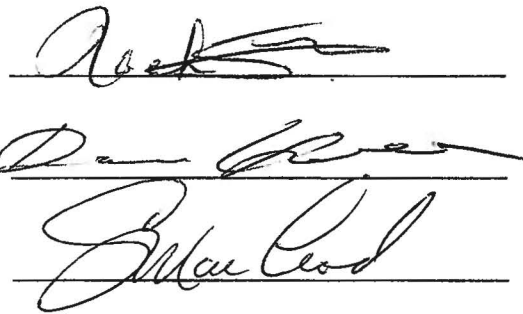
All work performed on Saturday will be paid at time and one-quarter (1.25X) the regular hourly or mileage rate, whichever is applicable, in accordance with the other provisions of this Agreement and will be in addition to the weekly guarantee. Remuneration for all work performed on Sundays will be in addition to weekly guarantee and paid at one and one half times the regular hourly or mileage rate.

SIGNED this 2 day of November, 2018.

For CEMENT CARTAGE COMPANY LIMITED



For UNIFOR LOCAL 4500A



November 1, 2013

Mr. Wayne Hiscock
Operations Manager
Cement and Albany Cartage Company Limited
172 Pleasant Valley Road
Brookfield, NS B0N 1C0

Dear Mr. Hiscock:

Re: Technological, Operational and Organizational Change

This letter will confirm the understanding reached between the parties signatory hereto during negotiations concerning the above-noted matter to the effect the Company agrees in the event of a Technological, Operational and Organizational change that would have an adverse effect on employees, it will provide the Union with as much advance notice as possible but nothing less than the provisions of the Canada Labour Code of any anticipated change.

Following the notice, the Company agrees to meet with the Representative of the Union to discuss any adverse effects on the employees as a result of a Technological, Operational and Organizational change.

If you concur with the above, please indicate in the space provided below.

Yours truly,

Chad Johnston
National Representative

I concur:

Original Signed

Wayne Hiscock

November 1, 2013

Mr. Wayne Hiscock
Operations Manager
Cement and Albany Cartage Company Limited
172 Pleasant Valley Road
Brookfield, NS B0N 1C0

Dear Mr. Hiscock:

Re: Air Conditioners in Tractors

This letter will confirm the understanding reached between the parties signatory hereto during negotiations concerning the above-noted matter to the effect that the Company agrees to maintain air conditioners in highway tractors until such time that the vehicle has reached an age of seven (7) years.

If you concur with the above, please indicate in the space provided below.

Yours truly,

Chad Johnston
National Representative

I concur:

Original Signed

Wayne Hiscock

CJlybcope343

November 1, 2013

Mr. Chad Johnston
National Representative
CAW - Canada
63 Otter Lake Court
Halifax, NS B3S 1M1

Dear Mr. Johnston

Re: Waiver

Please use this letter as authorization that all Cement Cartage Company Limited drivers using the ferry services at North Sydney, N. S., and Port-Aux-Basques, Nfld., are relieved of duty after 15 minutes following arrival at either terminal, until such time as 15 minutes prior to departure from either terminal.

If you concur with the above, please indicate in the space provided below.

Yours truly,

Wayne Hiscock
Operations Manager

I concur:

Original Signed

Chad Johnston
National Representative

ybcop343

November 1, 2013

Mr. Wayne Hiscock
Operations Manager
Cement and Albany Cartage Company Limited
172 Pleasant Valley Road
Brookfield, NS B0N 1C0

Dear Mr. Hiscock:

Re: New Business

The parties agree that for the term of this Agreement, any new business secured by the Company shall have a kilometre rate of 10% less than what is provided for in this Agreement. The purpose of this provision is to allow the Company to pursue new business opportunities to increase the volume and workload.

Examples of possible new business opportunities are Fly Ash, Brunswick Mines, province of Quebec and point-to-point in Quebec and loads to New Brunswick served by rail.

If you concur with the above, please indicate in the space provided below.

Yours truly,

Chad Johnston
National Representative

I concur:

Original Signed

Wayne Hiscock

CJlybopeiu343

January 10, 2018

Mr. Wayne Hiscock
Operations Manager
Cement and Albany Cartage Company Limited
172 Pleasant Valley Road
Brookfield, NS RON 1CO

Dear Mr. Hiscock:

Re: Motels

This letter will confirm the understanding reached between the parties signatory hereto during negotiations concerning the above-noted matter to the effect that drivers who are dispatched on trips to Newfoundland and Quebec, and are involved in a situation that they are completely unable to find any commercial accommodations when booked off for the night.

It is understood that every effort will be made by the drivers to find an accommodation. If no accommodation is found, during office hours, drivers will contact their dispatcher who will make every effort to find an accommodation that is truck friendly within reasonable range of the driver.

If such efforts are unsuccessful in finding a proper accommodation, the driver will be able to claim \$50.00 as an inconvenience payment.

If you concur with the above, please indicate in the space provided below.

Yours truly

Roch Leblanc
National Representative

I concur:

Original Signed

Wayne Hiscock

RL/lvcope343

January 10, 2018

Mr. Wayne Hiscock
Operations Manager
Cement and Albany Cartage Company Limited
172 Pleasant Valley Road
Brookfield, NS RON 1CO

Dear Mr. Hiscock:

Re: Labour Management Meetings

This letter confirms our understanding with regards to the implementation of Labour Management Meetings.

(a) The parties agree that they will meet on a quarterly basis. Third parties may be invited to attend on agreement between the two parties. The agenda will consist of:

- (i) A business review,
- (ii) Health and Safety discussions,
- (iii) Anticipated projects/contracts and labour force requirements,
- (iv) Enablement,
- (v) Training matters,
- (vi) Other matters.

(b) The Labour Management meeting is intended to be a business related meeting, where topics affecting the relation between the company and the union will be welcome. However, grievances and arbitrations are of a different nature and will not be discussed during these meetings.

If you concur with the above, please indicate in the space provided below.

Yours truly,

Roch Leblanc
National Representative

I concur:

Original Signed

Wayne Hiscock

RL/lvcope343

January 10, 2018

Mr. Wayne Hiscock
Operations Manager
Cement and Albany Cartage Company Limited
172 Pleasant Valley Road
Brookfield, NS RON 1CO

Dear Mr. Hiscock:

Re: Moncton Loads

This letter confirms our understanding with regards to the new practice that will be employed by the company with regards to the Moncton loads.

There will be time when the company will not be sending someone to Moncton and back to Havelock.

The company reserves the right to use someone coming up the road when necessary, even though drivers are available, including drivers who may have not been out that day, because they cannot make it to the plant to load, or if there is no switch available and/or if they do not have the hours to do so;

For greater clarity, the company further agrees that it will not modify the past practice of availability of switches.

If you concur with the above, please indicate in the space provided below.

Yours truly,

Roch Leblanc
National Representative

I concur:

Original Signed

Wayne Hiscock

RL/lvcope343

January 10, 2018

Mr. Wayne Hiscock
Operations Manager
Cement and Albany Cartage Company Limited
172 Pleasant Valley Road
Brookfield, NS RON 1CO

Dear Mr. Hiscock:

Re: Absences due to medical appointment

When an employee is not available to work for a short period of time because of a medical appointment, but is able to work after such appointment. He will make his Dispatcher aware of when he is available to return as soon as possible and only the prorated Kilometers of a full 560 KM (i.e. 70 KM per hours) will be added to his daily total.

Scenario #1:

An employee who has a medical appointment at 7:00 am for 1hr30 minutes and is available at 8:30am, after notifying his Dispatcher of his return to availability, will have 105KM added to their daily total.

Scenario #2:

If an employee is able to make a trip prior or after to going to a medical appointment, no additional KM during his absence will be added to his daily total.

Scenario #3:

Should a medical appointment happens to make it impossible for an employee to provide any work on a given day, such employee will see an addition to his daily total equal to the time between 7am and such time after notifying his Operations Manager of his return to availability. For greater clarity if an employee, for example, has an appointment between 11am and 2pm and is unable/unavailable to work before going to his appointment he would receive 490 KM to his daily total (70KM X 7 hours).

If you concur with the above, please indicate in the space provided below.

Yours truly,

Roch Leblanc
National Representative

I concur:

Original Signed

Wayne Hiscock

RL/lvcope343

October 25, 2018

Mr. Wayne Hiscock
Operations Manager
Cement and Albany Cartage Company Limited
172 Pleasant Valley Road
Brookfield, NS RON 1CO

Dear Mr. Hiscock:

Re: Years of Service recognition

This Letter will confirm the understanding reached between the parties signatory hereto during negotiations concerning the above-noted matter to the effect that to be eligible for the Years of Service recognition, the employee must notify the Operations Manager in writing three (3) months prior to the retirement date. Exceptions may be approved by the Operations Manager on a case by case basis.

In order to be eligible for this recognition an employee must achieve one of the following in the applicable year:

- At least Fifty-five (55) years of age with a minimum of fifteen (15) years of service; or
- At least Sixty (60) years of age with a minimum of ten (10) years of service; or
- At least Sixty-five (65) years of age with a minimum of five (5) years of service.

The Company will use the following calculation to pay this recognition award:

- 100% of the Driver Rate per Kilometre of 77.5 kilometres per hour based on 2 days X 8 hours per day, per year of service.

If you concur with the above, please indicate in the space provided below.

Yours truly,

Roch Leblanc
National Representative

I concur:

Wayne Hiscock

RL/lvcope343