

COLLECTIVE AGREEMENT

BY AND BETWEEN

**BURNCO ROCK PRODUCTS LTD.
(Hereinafter referred to as “The Employer”)**

- AND -

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955
(Hereinafter referred to as “The Union”)**

in consideration of which each party and both parties hereby covenant and agree to the following:

Duration: July 1, 2017 – June 30, 2020

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ARTICLE 1:00 - OBJECT

- 1:01 It is the intent and object of this Collective Agreement that the Employer and the Union cooperate to obtain efficient and unrestricted operation of the Employer's business; to promote peaceful and harmonious relations between the Employer and its employees; to provide for the amicable settlement of all disputes and grievances to prevent strikes, slow-downs, and lockouts, to avoid unreasonable delay, waste and expense, and to establish rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

ARTICLE 2:00 - TRADE DEFINITIONS

- 2:01 Operating Engineers shall include all employees except office, clerical sales and construction, mixer drivers, dump truck drivers and others represented by the Teamsters Local Union No. 362, and those represented by the BURNCO Employees' Association.
- 2:02 Throughout this Collective Agreement, the use of gender neutral language shall be used.

ARTICLE 3:00 - WAGES

- 3:01 The minimum wage rates and classifications covered by this Collective Agreement as listed in Clause 3:04 shall become effective on July 1st, 2017.
- 3:02 Should new classifications normally within the jurisdiction of the Union, but not represented by another Union or an Employee's Association, be introduced during the term of this Collective Agreement, the Employer and the Union shall, within fifteen (15) days notice of either upon the other, commence negotiations, the sole purpose of which shall be to establish such classifications and wage rates applicable thereto. In the event that such negotiations do not result in agreement upon such classification and wage rates within seven (7) days of commencement of negotiations, or such longer period as may be agreed upon between the parties, the matter shall be resolved by an arbitration board as provided in Article 9:00 - Grievance Procedure. The classification and wage rate established shall become effective on the date upon which notice is given to commence negotiations.
- 3:03 Wages shall be paid every second (2nd) Friday with the net pay being directly deposited into a bank account of the employee's choice through the Employer's direct deposit system. When payday falls on a Holiday, wages will be paid on the last working day prior to the Holiday. Employees shall be paid wages in full within three (3) days of termination. When employees are laid off or quit, they will have their Record of Employment (ROE) sent electronically to Service Canada within five (5) calendar days following cessation of employment and their final pay shall be direct deposited on the next regular pay period.

3:04 Wage Rates and Classifications

| Classification Description | | Effective DD/MM/YY | Rate |
|----------------------------|--|--------------------|---------|
| Group 1 | Journeymen Mechanic/ Welder/ Millwright | 01/07/17 | \$39.79 |
| | | 01/07/18 | \$39.79 |
| | | 01/07/19 | \$40.59 |
| Group 2 | Primary Operator | 01/07/17 | \$34.82 |
| | | 01/07/18 | \$34.82 |
| | | 01/07/19 | \$35.52 |
| Group 3 | Plant Operator (Asphalt, Gravel Crushing, Screening and/or Washing) | 01/07/17 | \$34.05 |
| | | 01/07/18 | \$34.05 |
| | | 01/07/19 | \$34.73 |
| Group 4 | Maintenance Technician; Excavator; Grader; Production Loader; Sales Loader | 01/07/17 | \$33.28 |
| | | 01/07/18 | \$33.28 |
| | | 01/07/19 | \$33.95 |
| Group 5 | Assistant Operator (Asphalt, Gravel Crushing, Screening and/or Washing, Production Loader) | 01/07/17 | \$30.38 |
| | | 01/07/18 | \$30.38 |
| | | 01/07/19 | \$30.99 |
| Group 6 | 30 Ton Articulating Rock Truck; Water Truck Operator | 01/07/17 | \$27.85 |
| | | 01/07/18 | \$27.85 |
| | | 01/07/19 | \$28.41 |
| Group 7 | Plant Helper - 18 months experience or more with BURNCO | 01/07/17 | \$27.74 |
| | | 01/07/18 | \$27.74 |
| | | 01/07/19 | \$28.29 |
| Group 8 | Plant Helper - 0 - 18 months experience with BURNCO | 01/07/17 | \$25.60 |
| | | 01/07/18 | \$25.60 |
| | | 01/07/19 | \$26.11 |

There will be an increase of zero percent (0%) in 2017, zero percent (0%) in 2018 and two percent (2%) in 2019.

3:05 All newly hired employees will be considered probationary for a period of ninety (90) calendar days.

3:06 Employees hired as Plant Helpers (Groups 7 and 8), as a minimum will be paid in accordance to the scale set out in Clause 3:04 from their date of hire.

3:07 PRIMARY OPERATORS; The Employer shall designate an Operator to the classification of Primary Operator for each shift on every plant, inclusive of all operations (i.e. Crushing, Washing/Screening, Asphalt and Concrete).

Notwithstanding, if a second (2nd) plant other than the drum plant (i.e. Batch/Pugmill) is in operation, it will require two (2) Plant Operators, one (1) of which would be the Primary Operator. It is further understood that this Clause only applies to the Shepard Asphalt location.

- 3:08 When an employee works in a higher hourly classification, the employee will be paid at the higher rate for actual hours worked. If the employee works four (4) hours or more at the higher classification, they will be paid the higher rate for the entire shift.
- 3:09 Employees working on the recycling plant will receive an additional two dollars (\$2.00) per hour on top of their regular hourly wage rates, during the recycling of asphalt and concrete materials.
- 3:10 LEAD HANDS; The Employer will appoint an employee as Lead Hand at the discretion of the Employer. A Lead Hand will be paid a premium of one dollar and thirty cents (\$1.30), above the employee's regular hourly rate of pay for all hours worked as a Lead Hand for the life of the Collective Agreement.

Such a premium will not be included in the calculation of the overtime premiums.

The Employer will have the exclusive right to select and appoint all Lead Hands. The Employer may from time to time, change or rotate the designated Lead Hand. The Lead Hand will have the responsibility to supervise employees at the direction of the Foreman, but will not have the responsibility to hire, terminate or discipline employees. The Lead Hand will perform work on J.D. Edwards and assist with safety related matters.

Only one (1) Lead Hand may be required at each location. The location is defined as the site, for example: Springbank, Indus, Shepard or Highway 16 (not an all-inclusive list). The location can have one (1) or more operating plants.

ARTICLE 4:00 - HOURS OF WORK AND OVERTIME

- 4:01 Eight (8) hours shall constitute a regular day's work and forty (40) hours shall constitute a week's work in each week Monday through Friday. The normal starting time for day shift may be any time between 5:00 a.m. and 2:00 p.m. at the discretion of the Employer, all other starting times shall be considered as afternoon or night shifts.

Shift Differential

Employees working other than day shift shall receive a premium of two dollars (\$2.00) per hour. This is in addition to their wages for all hours worked on a second (2nd) or third (3rd) shift.

Such a premium will not be included in the calculation of overtime premiums.

Overtime

- a) All hours worked by employees outside of eight (8) hours per day and forty (40) hours per week will be paid at the rate of one and one half times (1½x) their regular rate of pay.

- b) An employee, who works forty (40) hours at straight time Monday to Friday, will receive one and one half times (1½x) their regular rate of pay for all hours worked on Saturday.
- c) An employee who works less than forty (40) hours per week at straight time, due to conditions within the control of the Employer or for approved time off, will receive one and one half times (1½x) their regular rate of pay for all hours worked on Saturday. Approved time off will not include time off for personal business.
- d) An employee who works less than forty (40) hours per week Monday to Friday, for other conditions than identified in the paragraph (c) above, will be paid straight time for the first four (4) hours worked on Saturday, and one and one half times (1½x) their regular rate of pay for all other hours worked on that day.
- e) Employees, who work on a Sunday, shall receive two times (2x) their regular rate of pay for all hours worked.
- f) Hours worked in excess of twelve (12) consecutive hours in one (1) shift shall be as per the terms within the *Alberta Employment Standards Act*.

4:02 The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time hourly wage rates of pay, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period. Five (5) days of notice is required to implement or cease the ten (10) hour day's schedule.

- a) When compressed work weeks are scheduled on a Monday through Thursday basis, time and one-half (1½x) the employee's hourly wage rate of pay shall be paid for all hours worked on Friday of that week.
- b) When compressed work weeks are scheduled on a Tuesday through Friday basis, time and one-half (1½x) the employee's hourly wage rate of pay shall be paid for all hours worked on Monday of that week.
- c) All hours worked outside of the scheduled ten (10) hours per day, shall be paid at time and one-half (1½x) the employee's hourly wage rate of pay.

4:03 All work performed on the following named General Holidays shall be paid for at the rate of two times (2x) their regular rate of pay. The following days will be recognized as General Holidays:

- | | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Holiday | |

and any other day declared as a holiday by the Provincial or Federal Government. Should any holiday be rescinded by the Provincial or Federal Government it will be eliminated from the above list.

No work shall be performed on Labour Day except for the preservation of life or property.

When one of these Holidays falls on a Saturday, Sunday, or a scheduled day off, the previous or following regular working day(s) shall be observed as the Holiday(s).

The legal and recognized General Holidays shall be those days listed in Article 4:00, Clause 4:03.

General Holiday pay shall be paid in accordance to Division 5, Section 29 (a) (i) of the *Employment Standards Code* for the Province of Alberta.

- a) The employee has worked the last scheduled working day before and the first (1st) scheduled working day after such General Holiday, unless excused by their foreman and/or supervisor.
- b) The employee has worked thirty (30) days or more in the twelve (12) months preceding the General Holiday.

Notwithstanding these provisions, the Employer may move the day of observance for any Statutory Holiday to any other day than the recognized holiday for operational reasons, provided the Employer notifies the effected employees of the bargaining unit a minimum of forty-five (45) days in advance by posting notice of such change.

4:04 Where one (1) of the General Holidays mentioned in Clause 4:03 falls during the work week, the forty (40) straight time hours shall be reduced to thirty-two (32) hours for the purposes of computing overtime during that week.

ARTICLE 5:00 - UNION RECOGNITION

5:01 All employees employed as Operating Engineers covered by this Collective Agreement, shall, as a condition of employment, become members of the Union within ninety (90) calendar days of commencement of employment.

- a) The Employer agrees to hire only members of Local 955 who are in possession of a referral slip from the Union. When workers are required, the Employer shall call the Union for additional persons. The Employer may name/request former employees who have been employed by them in the previous twelve (12) months, and the Union shall refer said former employees. If the Union is unable to supply qualified persons within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the Employer may hire them elsewhere. For out of town work, in the event that

a person in possession of a referral slip from the Union is rejected through no fault of their own, they shall receive four (4) hours pay and any travel time and transportation costs required by this Collective Agreement.

- b) The parties agree to the hiring of Local Residents whenever possible, providing they are qualified to do the job required. Notwithstanding, it is understood that the hiring of Local Residents shall be subject to the hiring procedures and prerogatives set out in this Collective Agreement. The use of Local Residents is not intended to displace any Union members currently employed by the Employer.
- c) A Local Resident is an individual who resides within a forty-five (45) kilometre radius of the center of a pit/operation, which is beyond daily commuting distance from either Calgary or Edmonton
- d) Notwithstanding, employees hired by the Employer will be required to report to the Union office (Calgary/Edmonton), to fill out the necessary membership registration paperwork prior to reporting for work. Once the employee has registered with the Union, a dispatch slip shall be emailed to the Employer's designate or to whom they are reporting to.

5:02 All employees who are members in good standing of the Union and all employees who become members during the life of this Collective Agreement shall, as a condition of employment, maintain their membership in good standing for the duration of this Collective Agreement.

5:03 A copy of this Collective Agreement will be made available by the Union to all employees covered by this Collective Agreement and the Employer will also make available to the Union representative, upon reasonable notice, a list of all employees covered by this Collective Agreement.

5:04 Job Stewards shall be recognized by the Employer and shall be treated fairly and impartially. The Stewards shall be allowed reasonable time during working hours to perform the work of the Steward, but shall not abuse that privilege. The Union may appoint one (1) of its members, who is a qualified workman in his classification as Job Steward, for each shift. For the purposes of this Clause, the Employer shall be required to deal only with the Chief Job Steward. The Union will notify the Employer in writing of the names of the Chief Job Steward and the Job Steward(s) appointed.

The Chief Job Steward shall be one (1) of the last two (2) employees laid off in their classification. The Employer shall notify the Union upon termination of a Chief Job Steward.

5:05 The Employer agrees to deduct all dues, fees, and assessments as evidenced by a signed authorization from an employee covered by this Collective Agreement and forward such monies once each month to the Union, together with a list showing the amount deducted for each employee.

- 5:06 An authorized representative of the Union shall have access to all jobs covered by this Collective Agreement after first notifying the Foreman, Job Supervisor or person in charge, having due regard to project rules and safety regulations.
- 5:07 The Union shall have the right to post notices at designated places on those jobs having employees covered by this Collective Agreement. All such notices must be signed by the proper officer of the Local Union and submitted to the Management of the Employer for its approval prior to posting.
- 5:08 The Employer recognizes the Union as the bargaining agent for those classifications of employees covered by this Collective Agreement as set out in the certification.
- 5:09 When Job Stewards/Union Designates attend negotiations, they shall have their regular daily wages paid for by their Employer. The Employer will then invoice the Union for the employees' time spent during negotiations.

The Union shall notify the Employer at least two (2) weeks prior to the date where the employee/employees will be absent from work to participate in Union business (i.e. Sub-Committee or Executive Board). It is understood that the Employer will not be required to compensate members who are absent from work on Union business, except as stated in the paragraph above.

ARTICLE 6:00 - MANAGEMENT RIGHTS

- 6:01 The Employer retains the right of management at all times; shall be the judge of the competency of its employees and has the right to hire and select, reclassify, transfer, discipline, suspend and discharge employees for just cause; may determine the number of employees necessary for the operation of any machine or machines; may select, in the case of reduction or replacement of forces, those employees who in the Employer's estimation are best qualified; may designate the work each employee shall perform; may transfer employees from one (1) locality to another, to the full extent of his requirements.
- 6:02 The Union shall not have the right to transfer its members from one (1) Employer to another, nor to replace employed members with unemployed members. No employee shall leave their job until relieved by a competent employee replacement and the Union shall do everything in its power to ensure that its members observe this provision.
- 6:03 In the event that a project's conditions, location or other factors place the Employer in a non-competitive position with non-union bidders, the Employer's Representative and the Union's Business Agent and/or Representative may agree to amend certain terms and conditions of this Collective Agreement.

ARTICLE 7:00 - TRANSPORTATION, TRAVELING TIME, AND ROOM AND BOARD

All elements of Article 7:00 apply only to those employees engaged in portable crushing, sales loader operator and washing activities ninety (90) kilometres or more outside of the

Calgary and Edmonton City Centre.

It is understood that the intent of this Clause is to fairly compensate employees for living expenses, when the operation of the Employer requires their services at "away from their home base" location. To clarify, an employee cannot relocate from their home base in an effort to take advantage of these allowances.

The employee's home base will be determined by where they are originally hired, unless the employee transfers into an available position within either Edmonton or Calgary.

7:01 The Employer pays travel time, at straight time rates, in the circumstances where employees are requested to travel from one (1) job site to another, and when leaving or returning to Calgary and Edmonton City Centre. It is once only at the beginning and at the end of an out-of-town production run, understood that in circumstances where employees are requested by the Employer to travel to another operation before the end of the production run, the employee will be paid a kilometre allowance as set in Clause 7:04. The Employer is not responsible to provide transportation to and from the work site.

The employer will pay employees a one (1) way weekly travel allowance at the rate of fifty-one cents (\$0.51) per kilometre travelled to the operator of the vehicle.

7:02 The Employer provides living accommodations to employees free of charge at work sites further than ninety (90) kilometres from the Calgary and Edmonton City Centre. These accommodations are available for employees only (no guests) on a seven (7) day a week basis and are based on one (1) employee per room, subject to room availability. Selection of accommodations suitable is at the sole discretion of the Employer. No credit is allowed to the employee who does not occupy the living accommodations on non-work days. It is understood that in the event employees are requested to vacate their rooms and forced to travel for reasons outside their control, the employee will be paid a kilometre allowance as set in Clause 7:04.

Employees electing to live in their own trailers, motor homes, or making other approved arrangements, will be allowed to submit an expense account of fifty dollars (\$50.00) per day, to be paid on a seven (7) day a week basis in lieu of rooming arrangements above.

7:03 The Employer provides an "away from home" food subsidy of sixty dollars (\$60.00) per day worked.

7:04 The Employer pays a "Kilometre Allowance" of fifty-one cents (\$0.51) per kilometre for the operator of the vehicle, based on the following conditions for the duration of this Collective Agreement:

- a) The first forty-five (45) kilometres traveled from the City Centre of Calgary, Edmonton or from the designated "out-of-town" living accommodations provided by the Employer, are considered a "Free Zone" and no kilometre allowance is paid for that portion of daily travel;

- b) When daily travel is required to a location in excess of forty-five (45) kilometres beyond the City Centre of Calgary, Edmonton or from temporary living accommodations, the Employer will pay a travel allowance of fifty-one cents (\$0.51) per kilometre from the closer of the above "Free Zone" or principal residence of the employee. The kilometre allowance will be paid for all travel in both directions.

ARTICLE 8:00 - JURISDICTIONAL DISPUTES

- 8:01 a) There shall be, during the term of this Collective Agreement, no slow-downs, stoppage of work, picketing, strike, lockout, or walkout on account of any jurisdictional dispute which may at any time arise between the Union and any other unit or units of organized labour or between any other Employer. Such disputes shall be settled without permitting same to interfere with the progress or prosecution of the work.
- b) The Employer shall assign the work in accordance with current "Decisions of Agreements of Record" between the disputing Unions, or between a Union and the BURNCO Employee's Association, should a dispute arise between such parties.
- c) If no "Decisions or Agreements of Record" exist, the Employer shall make an assignment of the work and the dispute will be settled, if possible, on a local level by the Unions involved, or by a Union and the BURNCO Employee's Association and the Union and the Canmore Mixer Drivers' Association, should a dispute arise between such parties.
- d) If the dispute is between two (2) or more International affiliated Unions and cannot be settled on a local level between these Unions, it shall be referred to the International Unions involved for settlement. If the International Unions are unable to resolve the dispute between Unions, then the matter shall be referred to the Building and Construction Trades Department of the A.F.L.-C.I.O. for settlement.
- e) In any event there shall be no work stoppage over any jurisdictional dispute.

ARTICLE 9:00 - GRIEVANCE PROCEDURE

- 9:01 There shall be, during the term of this Collective Agreement, no slow-downs, stoppage of work, picketing, strike, lockout or walk-out concerning the interpretation, application, operation or alleged violation of this Collective Agreement in accordance with the *Labour Relation Code* in the Province of Alberta.
- 9:02 In the event of any dispute arising out of this Collective Agreement between the Employer and the Union covering the interpretation, application, operation or alleged violation of this Collective Agreement, the dispute will proceed to step (c)

below. In the event of any dispute arising out of this Collective Agreement between the Employer and the employee, the following procedure will be followed:

- a) An aggrieved party shall within ten (10) days of the alleged violation submit their complaints in writing to the Chief Job Steward who shall, within two (2) days excluding Saturdays, Sundays and Holidays, endeavour to settle the complaint between the employee and their immediate Supervisor;
- b) If a settlement is not reached within three (3) days excluding Saturdays, Sundays and Holidays, the Chief Job Steward shall present the matter of complaint in writing to an official Representative of the Union for discussion with the Operations Manager or their designate;
- c) If the complaint is not settled within seven (7) days, excluding Saturdays, Sundays, and Holidays, it may be referred to an Arbitrator as provided below:

An Arbitrator shall be appointed who shall be selected and agreed upon by the Employer and the Union. The costs of and in connection with a single Arbitrator shall be borne equally by the Employer and the Union. If the parties cannot agree on a single Arbitrator, such appointments shall be made in accordance with the *Labour Relations Code*.

- d) The Arbitrator shall be vested with the authority to decide whether any matter referred to it is arbitrary. The Arbitrator, will make a decision within fourteen (14) days. By mutual consent of the parties, the time limits may be extended.
- e) By mutual agreement, the parties may elect to appoint a three (3) person Board of Arbitration. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) by the Union, and a neutral Chairman appointed by the members. Each party shall bear the expense of their appointee, and the expense of the Chairman shall be shared equally by the parties. If either party fails to appoint a member or if the appointed members cannot agree on a neutral Chairperson, such appointments shall be made in accordance with the *Labour Relations Code*.

9:03 A single Arbitrator or the Arbitration Board shall not alter, amend, or change the terms of the Collective Agreement. The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties. If, with respect to the Arbitration Board, there is no majority award, the decision of the Chairman shall be awarded.

ARTICLE 10:00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT

10:01 It is understood and agreed that the parties to this Collective Agreement shall at all times comply with the Accident Prevention Regulations of the Occupational Health and Safety Board, and any refusal on the part of an employee to perform

their duties or to continue to perform their duties in contravention of the *Occupational Health and Safety Act*, shall not be deemed to be a violation of this Collective Agreement. Violation of the Safety Regulations or unsafe working practices shall be considered just cause for dismissal.

10:02 The parties to this Collective Agreement agree to abide by all safety rules and regulations.

The Employer shall make available, free of charge, all necessary safety equipment as required by the *Occupational Health and Safety Act*, excepting such articles of personal clothing which are not returnable, such as hard hat liners, safety shoes, etc.

10:03 Employees shall be represented by a Job Steward on Safety Committees and the Employer shall notify all employees as to whom their representative is. Weekly/Monthly safety meetings shall be attended by all personnel. Safety meetings held during working hours shall be paid for at applicable rates of pay for all hours in attendance.

10:04 The Employer will reimburse each active employee for the cost of one (1) pair of approved safety boots, to a maximum of one hundred and fifty dollars (\$150.00) per calendar year. Employees are required to submit a receipt verifying the cost and date of purchase.

New employees must have completed their probationary employment in order to qualify for reimbursement. Payment will be made to new employees on the next payroll following the completion of their probationary employment as referred to in Clause 3:05.

ARTICLE 11:00 - WORKING CONDITIONS

11:01 The Employer shall make available suitable sanitary facilities and a heated area where lunch can be eaten.

11:02 The Employer shall provide reasonable protection, where possible, from severe weather elements for all employees.

11:03 All employees covered by this Collective Agreement will be permitted ten (10) minutes in the first (1st) half (½) and second (2nd) half (½) of a shift for a coffee break on the job during working hours. If the shift goes beyond ten (10) hours, then a third (3rd) ten (10) minute coffee break will be permitted.

Employees will be granted one-half (½) hour off for lunch without pay, between the hours of 11:00 a.m. and 1:00 p.m., unless the employee is required to work through lunch, in which case the employee will be paid at the applicable rate. In cases where the employee is required to remain at their assigned place of work through lunch, the employee will be paid for the lunch period.

11:04 The Employer will place and maintain water coolers and the bottled water in remote locations that have no access to public water utilities. This will include Aggregate production plants. It is understood by the parties, that if the coolers are not properly maintained, the practice will be discontinued.

11:05 Reporting Time Pay

- a) An employee reporting for work on call of the Employer shall receive two (2) hours pay at their straight time rate unless the employee is notified at least two (2) hours prior to their regular starting time, not to report. If an employee commences work, the employee shall receive payment for the actual time worked, with a minimum of four (4) hours at the applicable rate.
- b) Notwithstanding the provision of (a) above, when an employee refuses to work or to continue to work, or there is a third-party labour work stoppage, no pay for hours not worked shall be required.
- c) Employees shall not work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. The Employer must not require an employee to change from one (1) shift to another without at least twenty-four (24) hours written notice as per *Employment Standards Code* for the Province of Alberta.
- d) Employees will continue to receive the applicable overtime rate for all hours worked until a rest break of eight (8) consecutive hours occurs between shifts.
- e) Straight time shall be defined as straight time rate for a maximum of eight (8) hours per day or forty (40) hours per week.
- f) All time spent moving machines such as plants (i.e. crushing, washing/screening, asphalt and concrete) mobile cranes and other rubber-tired equipment, or when hauling passengers in an Employer vehicle at the direction of the Employer, shall be considered as regular working hours and the applicable straight time rates or overtime rates shall be paid. This provision also applies to operators of crawler and other types of equipment, transported on wheeled vehicles, when they are assigned to travel with such equipment to load or unload and to be otherwise responsible for the equipment so transported.

11:06 Call Out

Employees called out for work after their regular hours of work shall receive a minimum of two (2) hours pay at the overtime rates applicable.

11:07 The Employer may require an employee to perform work within their jurisdiction for the two (2) hour call-back.

ARTICLE 12:00 - EMPLOYER CONTRIBUTIONS

12:01 Health and Wellness

The Employer will contribute towards Operating Engineers Local Union No. 955 Health and Wellness Trust Fund benefits according to the following schedule:

The Employer shall pay one dollar and seventy-five cents (\$1.75) per hour, for each hour worked, by each Union member, into the Operating Engineers Health & Wellness Plan and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

The Employer shall, not later than the tenth (10th) day of each month, mail Health and Wellness Trust Fund contributions for the previous month to the office of the Trust Fund. Cheques are to be made payable to the "Operating Engineers Local 955 Health and Wellness Trust Fund".

12:02 Training

The Employer shall pay five cents (\$0.05) per hour for each hour worked by each employee, into the Operating Engineers Local Union No. 955 Training Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

The Employer shall, not later than the tenth (10th) day of each month, mail Training Trust Fund contributions for the previous month to the Office of the Trust Fund. Cheques are to be made payable to "The Operating Engineers Local Union No. 955 Training Trust Fund".

12:03 Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the Health & Wellness Trust Fund, and Training Trust Fund, the Employer's liability to the said Funds shall be limited to remittances of the above noted contributions in the manners and at the times set out herein.

12:04 RRSP Plan

- a) Employees who are covered under this Collective Agreement will be eligible to enroll in the Employer's RRSP Plan ("RRSP Plan") after three (3) month's service;
- b) To be enrolled in the RRSP Plan, employees must complete and submit an enrollment package to the Employer;
- c) Under the RRSP Plan, employees will be eligible to contribute a portion of their gross wages to an individual RRSP investment, and;
- d) In each calendar year, the Employer will contribute to the employee's RRSP investment under the RRSP Plan, an amount equal to the

employee's annual RRSP contributions, up to a maximum of six percent (6%) of the employee's annual gross wages.

ARTICLE 13:00 - VACATIONS WITH PAY

13:01 All employees will be eligible for Vacation Pay at the rates which follow:

- a) Employees with up to five (5) years of service will be paid at four percent (4%) of gross time earnings; and,
- b) Employees with more than five (5) years of service and less than eight (8) years, will be paid at six percent (6%) of gross time earnings; and,
- c) Employees with more than eight (8) years of service will be paid at eight percent (8%) of gross time earnings.

13:02 **Vacations will be based on the following guidelines:**

- a) For up to five (5) years of service, the employee shall be entitled to two (2) week's vacation; and,
- b) For more than five (5) years of service and less than eight (8) years, the employee shall be entitled to three (3) week's vacation; and,
- c) For eight (8) or more years of service, the employee shall be entitled to four (4) week's vacation.

13:03 Scheduling of annual vacations shall conform to the provisions of Employer Policy No. 2. Details of that policy may be obtained from either the employee's immediate Supervisor or the Union. Preferences of vacation time shall be given to the longest term employees.

13:04 The Employer shall schedule annual vacations so that all employees will receive their annual vacation in a continuous period. Should an employee elect to split their vacation into two (2) separate periods, the Employer will accommodate the employee whenever it is possible to do so, provided the employee specifically requests the Employer to do so in writing.

13:05 All vacation pay that has been accrued under Clause 13:01 above, will be paid to the employee on the payday immediately following the commencement of their vacation or upon termination, through the Employer's direct deposit system. For all employees, vacation pay accrued will be paid to the employee in September of each year.

ARTICLE 14:00 - BEREAVEMENT LEAVE

14:01 Employees who have completed one (1) or more years' of service, will be entitled to Bereavement Leave when a death occurs to a member of the Employee's Immediate Family as follows:

Upon request and only if the employee attends the funeral/memorial service shall the employee be entitled to take time off for a maximum of three (3) days; the day prior to the funeral, the day of the funeral and the day after the funeral.

Immediate Family is defined as the employee's spouse, Mother, Father, Sons, Daughters, Sisters, Brothers, Grandchildren, legal dependents and corresponding common law and step relationships.

Extended Family is defined as the employee's Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Grandparents and corresponding common law and step relationships.

In the event of an Immediate Family death, eligible hourly employees shall be paid for a maximum of eight (8) hours at their regular hourly rate of pay for each day absence taken off and authorized by this Policy for Immediate Family bereavement. If additional time off is required and approved, it will be taken without pay.

In the event of an Extended Family death, eligible hourly employees shall be paid for a maximum of eight (8) hours at their regular hourly rate of pay for this absence.

ARTICLE 15:00 - EFFECTIVE DATE AND DURATION OF COLLECTIVE AGREEMENT

15:01 This Collective Agreement shall be in full force and effect as of July 1st, 2017, and continue in effect until June 30th, 2020 and from year to year thereafter except as hereinafter provided.

15:02 Either party to this Collective Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Collective Agreement, request the other party to the Collective Agreement to commence collective bargaining. Such notice shall be given by registered mail.

15:03 If notice has been given by either party, this Collective Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said expiry date, until the procedures in the *Labour Relations Code* have been exhausted. The parties to this Collective Agreement shall make every effort to complete the procedures in the *Code* and conclude a Collective Agreement prior to the expiry date.

Signed this 01 day of November, 2017.


FOR THE EMPLOYER
BURNCO ROCK PRODUCTS LTD.



Nick Lulic, VP Asphalt and Aggregate



Mark Skjaveland, Regional Manager,
Southern Alberta Aggregate

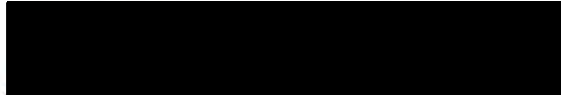


Kimberly Overton, Director, Human
Resources

FOR THE UNION
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955



Chris Flett, Business Manager



Mike Bourgeois, President

Union Negotiating Committee:

Bruce Kosmack – Chairman
Jay McGeough – Co-Chairman
Clyde Worden – Calgary Aggregates
Eric Verlaan – Calgary Asphalt
Calvin Hanson – Calgary Sales
Timothy Parrack – Edmonton Aggregates

LETTER OF UNDERSTANDING NO. 1

BY AND BETWEEN

BURNCO ROCK PRODUCTS LTD.
(hereinafter referred to as "The Employer")

- AND -

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955
(hereinafter referred to as "The Union")

Re: Calgary Sales Loader Operators in Rural Gravel Pit


Employees residing in Calgary will not be asked to work full time in Carseland, Cochrane, Irricana, and other rural communities. Instead, BURNCO Rock Products Ltd. will request "local hires" from the Operating Engineers, Local Union No. 955.

If, from time-to-time it is necessary to send an employee working in a Calgary area gravel pit to a rural pit, the employee will be compensated at a rate of fifty-one cents (\$0.51) per kilometre, for use of their own vehicle, and the wages will be paid.


There may be exceptions to the foregoing if there is mutual agreement between the Employer, the Union and the employee.

Signed this 01 day of November, 2017.

FOR THE EMPLOYER
BURNCO ROCK PRODUCTS LTD.


Nick Lulic, VP Asphalt and Aggregate

FOR THE UNION
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955


Chris Flett, Business Manager

LETTER OF UNDERSTANDING NO. 2

BY AND BETWEEN

**BURNCO ROCK PRODUCTS LTD.
(hereinafter referred to as "The Employer")**

- AND -

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955
(hereinafter referred to as "The Union")**

Re: Interpretation of Clause 6:03 for Aggregate Production Employees

The purpose of this letter is only to allow the Employer to obtain additional work that it would likely not have been otherwise awarded due to being non-competitive with the non-union, aggregate production sector. Where the Employer is bidding on work to be performed by employees who are engaged in the portable crushing, washing and/or screening of aggregate that meets all four (4) of the following conditions:

1. The work is not for a "sister division" of the Employer;
2. The Employer believes it is bidding against non-union competitors;
3. The Employer believes it will be non-competitive relative to the non-union competition because of differences in labour provisions:

The Employer's bid to perform the work is successful and the Employer is awarded the job; then, for the duration of and for those employees working on the awarded job only:

- A. The Employer will solicit volunteers from the current Union employee work force to perform the work for the entire duration of the awarded job;
- B. The terms and conditions of the Collective Agreement for the awarded job will include the following amendment; Hours of work will be modified to allow for an Alberta Labour arrangement known as a "Compressed Work Week Arrangement" (CWWA) that best fits the awarded work. Note that this does not allow the Employer to bank hours, that is, any overtime must still be paid. Further, CWWA mandates that fewer days must be worked (in each cycle) in return for a greater number of hours worked in a day.
- C. Under no circumstances will the Employer allow non-volunteering

employees to receive discriminating treatment by Supervisors or other employees below the high standard of treatment expected to be given all employees. Further, the Employer agrees that before the awarded job is completed, if work other than working on the awarded job is (or becomes) available and is, in the Employer's opinion, legitimate work within the scope of the non-volunteering employees' job classifications, then the non-volunteering employees will be considered first for such work.

Signed this 01 day of November, 2017.

FOR THE EMPLOYER
BURNCO ROCK PRODUCTS LTD.



Nick Lulic, VP Asphalt and Aggregate

FOR THE UNION
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955



Chris Flett, Business Manager

LETTER OF UNDERSTANDING NO. 3

BY AND BETWEEN

BURNCO ROCK PRODUCTS LTD.
(hereinafter referred to as "The Employer")

- AND -


INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955
(hereinafter referred to as "The Union")

Re: Grandfathering of Group 1 – Front End Loader Ten (10) Cubic Yard Capacity and over

The purpose of this letter is only to recognize the employees on record up to September 2017. Operators of the Front End Loader ten (10) cubic yard capacity and over, that their wages will be red circled until such time as Group 4 rates meets or exceeds the current rate of thirty-four dollars and eighty-two cents (\$34.82).

Signed this 01 day of November, 2017.

FOR THE EMPLOYER
BURNCO ROCK PRODUCTS LTD.



Nick Lulic, VP Asphalt and Aggregate

FOR THE UNION
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955



Chris Flett, Business Manager

**International Union of Operating Engineers
Local Union No. 955**

CODE OF CONDUCT



"Pride – Performance – Quality – Safety"

This Code of Conduct shall apply to: camps, employer/client premises and/or work sites, lunch/coffee/change rooms, temporary (LOA) domiciles, supplied transportation and all Union offices, meetings and social events.

Every employee is entitled to employment free of harassment and discrimination. Therefore this Code of Conduct shall be adhered to by all members of Local 955, travel cards of the IUIOE and permit workers who are referred to work by Local 955. The Code of Conduct shall include the application of the IUIOE Local 955 Harassment and Sexual Harassment Policy.

This Code of Conduct is considered to be part of the IUIOE Local 955 Working Rules and Bylaws (as may be amended from time to time), and violating any aspects of this Code of Conduct will be considered as a violation of Local 955's Working Rules and Bylaws, subject to a penalty as determined by the Executive Board or its designate (i.e. Dispatch Review Committee) after a hearing has been conducted to consider any such violations.

- Members shall not engage in conduct discreditable to the Union; members shall work together with the same common goal of being honest, ethical and practising safe work habits at all times.
- Members are required to conduct themselves in a way that demonstrates respect and professionalism towards the Project Owners, Contractors, supervision and co-workers in the workplace.
- Members are required to demonstrate a good attendance record at work, which includes no early quits, late starts or excessive absenteeism. Any worker demonstrating a trend of the above mentioned items shall be requested to discuss their attendance issues with the Executive Board or its designate.
- Members are required to be understanding and supportive of a teamwork approach, while taking pride in quality of workmanship and applying the principle of a fair day's work for a fair day's pay.
- Members will aid fellow workers, leading by example and/or mentoring, while remaining open-minded to changes and/or improvements in the workplace.
- Members are required to comply with lawful orders of the Business Manager, Representatives, Agents or Officers of the Local Union.
- Members shall not wilfully damage equipment and/or machinery.
- Members are required to show up fit and ready for work, remaining clean and sober, free from the use of alcohol and/or any illegal or impairing drugs.
- Members shall not leave a jobsite without giving due notification to the Employer and/or Project Owners.
- Members are required to adhere to all lawful Project Owner/Contractor policies, site and safety rules and/or camp regulations, as may be amended.