

Collective Agreement

By and between



**EDMONTON CONCRETE
LAFARGE WESTERN CANADA
(A DIVISION OF LAFARGE CANADA INC.,
A MEMBER OF LafargeHolcim)
at
Stadium Road Plant & Winterburn Plant**

And



**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955**

Period

March 1, 2018 to February 29, 2020

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COLLECTIVE AGREEMENT

By and Between:

EDMONTON CONCRETE LAFARGE WESTERN CANADA
(A DIVISION OF LAFARGE CANADA INC., a Member of LafargeHolcim)
(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 in the following:

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 industry; to promote peaceful and harmonious relations between the Employer and the employees; to provide for the amicable settlement of all disputes and grievances and to establish rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.
- 1:02 Throughout this Collective Agreement, except where specifically stated to the contrary, a word used in the masculine gender or the feminine gender, and a word used in the singular or the plural in the provisions of this Collective Agreement, shall be considered to apply to all employees equally. Furthermore, the term “employees” or “employee” where herein used shall mean any workers or worker covered by this Collective Agreement.

ARTICLE 2:00 – TRADE DEFINITIONS

- 2:01 All employees of Edmonton Concrete Lafarge Western Canada (A Division of Lafarge Canada Inc., a Member of LafargeHolcim) in Edmonton except office and quality control personnel, labourers, warehouse persons and those covered by the Teamsters Certificate No. 168-2005 included in the Certification No. 261-2005.

ARTICLE 3:00 – WAGES

- 3:01 The minimum wage for classifications covered by this Collective Agreement as listed in Article 14:00 Schedule A, shall be effective as of March 1, 2018.

3:02 Should new classifications normally within the jurisdiction of the Union 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 the wage rates applicable thereto. In the event that such negotiations do not result in agreement upon such classifications 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 10:00, Grievance Procedure. The classification and wage rate established shall become effective on the date upon which notice is given to commence negotiations.

3:03 The Employer shall, at least every second (2nd) week, pay in cash, by cheque at par, or by automatic banking, to each employee covered by this Collective Agreement, all wages earned by the employee to a day – not more than seven (7) days prior to the date of payment. When payday falls on a holiday, wages will be paid on the last working day prior to the holiday. Holiday and vacation pay to be paid on a separate cheque from wages earned.

Employees shall be paid wages in full at time of termination or arrangements made whereby a cheque and the E.I. credits will be mailed not later than the following working day, except on a mass layoff at the end of the construction season when cheques and E.I. credits are to be mailed as soon as physically possible. Pay calculations and deduction slips shall be supplied with each regular pay.

ARTICLE 4:00 – HOURS OF WORK AND OVERTIME

4:01 Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work in each week of five (5) days, Monday to Friday inclusive, subject to any change of a Labour Relations Board Order. The first eight (8) hours worked on Saturday shall be paid for at one and one-half times (1½ x) the straight time rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the straight time rate of pay.

Lunch period will be as close to midpoint as possible for one (1) hour or such lesser period as may be agreed upon by the Employer and the employee.

4:02 The first four (4) hours worked in excess of eight (8) hours Monday through Friday shall be paid for at one and one-half times (1½ x) the straight time rate of pay. All work performed in excess of twelve (12) hours per day, Monday through Friday, shall be paid for at two times (2x) the straight time rate of pay.

4:03 All work performed on Sunday and the following named General Holidays shall be paid at double times (2x) the straight time rate of pay.

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
August Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any such day proclaimed a General Holiday by the Federal Government or Alberta Provincial Government. Should the Alberta Government eliminate Family Day as a General Holiday, during the term of this Collective Agreement, then that day would revert to a regular working day, and the employees would be paid at the applicable hourly rate.

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

When one of these holidays falls on Saturday or Sunday, the following working day(s) shall be observed as a holiday.

- 4:04 Where one 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) or twenty-four (24) hours for the purpose of computing overtime during the week.
- 4:05 Employees required to start shift work between the hours of 1:00pm and 9:00pm shall receive a premium of one dollar (\$1.00) per hour higher than the employee's regular day shift rate. Employees required to start work between the hours of 9:00pm and 5:00am shall receive a premium of two dollars and fifty cents (\$2.50) per hour higher than the employee's regular rate of pay for all hours worked.
- 4:06 No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee will get an eight (8) hour break between shifts. If an employee is requested to resume work, with less than an eight (8) hour break between shifts, the entire second (2nd) shift will be an overtime shift. The overtime calculation used shall be based on a continuation of hours from the previous shift.

ARTICLE 5:00 – UNION RIGHTS

- 5:01 When the Employer is in need of new employees, members in good standing of Local 955 who are in possession of a referral slip from the Union will be given preference of employment. When workmen are required, the Employer shall call the Union for the men. If the Union is unable to supply qualified men within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, the Employer may hire wherever possible, provided men so hired make application to become members of the Union within thirty (30) days of commencement of employment, or be replaced by the competent Union men available on written notice from the Union. It shall not be the responsibility of the Employer to induce non-members to

join the Union. The Employer will notify the Union every pay period of all employees hired who are not in possession of a dispatch slip.

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 All employees shall be required to pay an amount equal to Union dues during their term of employment. The Employer shall deduct this amount from the employee's wages by the first (1st) payday after commencement of employment, provided the employee has worked a minimum of one (1) week and thereafter on the first (1st) payday of each month. All dues so collected shall be remitted to the Union together with a list of employees concerned not later than the tenth (10th) of the month following such deduction.

5:04 Upon the Employer receiving a signed, written authorization from any employee to deduct Union fees and assessments in addition to Clause 5:03, the Employer shall make such deductions in accordance with the authorization and shall remit same to the Union in the same manner outlined in Clause 5:03.

5:05 Job stewards shall be recognized on all jobs covered by this Collective Agreement. The Union may appoint one of its members as job steward on each shift, one (1) of whom would be named as chief steward for the project, provided that at the time of such appointment such stewards shall be employees of the Employer and qualified workmen in their classification. The Union will submit in writing to the Employer the names of the stewards appointed. The duties of any steward shall not conflict with his/her employment for the Employer. The Employer shall notify the Union in writing of the termination of any steward.

The Employer shall not be required to deal with employees, either individually, collectively, or in groups, as respects any matter within the purview of this Collective Agreement, but shall deal only with the chief steward or the duly authorized agent or officer of the Union, inasmuch as the Employer recognizes the Union as the collective bargaining agency for the employees.

5:06 An authorized representative of the Union shall have access to all jobs under all reasonable circumstances, having due regard to safety precautions and after receiving the consent of the Employer or his/her authorized representative but shall at no time interfere with employees during working hours without consent. Such consent will not be withheld except in emergency situations.

5:07 The Union shall have the right to post notices at designated places on the job. All such notices must be signed by the proper officer of the Local Union and submitted to the management of the Employer for his/her approval.

5:08 The Employer recognizes the Union as the exclusive bargaining agent for those classifications of employees covered by this Collective Agreement and within the normal jurisdiction of the Union.

ARTICLE 6:00 – MANAGEMENT RIGHTS

6:01 Subject to the terms of this Collective Agreement, the Employer retains the right of management at all times; shall be the judge of the competency of employees and has the right to hire and select, reclassify, transfer, discipline, suspend and discharge employees for just cause; may determine the number of men/women necessary for the operation of any machine or machines; may select, in the case of reduction or replacement of forces, those employees who in his/her estimation are best qualified (subject to any seniority provision contained in this Collective Agreement); may designate the work each employee shall perform; may transfer employees from one locality to another to the full extent of his/her requirements. The above rights are vested in management subject only to this Collective Agreement.

6:02 The Union shall not have the right to transfer its members from one Employer to another, nor to replace members with unemployed members. No employee shall leave his/her job until relieved by a competent replacement and the Union shall do everything in its power to ensure that its members observe this provision.

6:03 The Union when called upon, shall supply competent men/women provided always that the Employer reserves the right to reject men/women supplied by the Union in the same manner as any other job applicant; men/women so rejected, provided they report at specified time and are fit to work, shall receive two (2) hours pay.

ARTICLE 7:00 – SENIORITY

7:01 Seniority shall be based on the length of continuous service an employee has been on the payroll and a member of this bargaining unit subject to Clause 7:02.

7:02 An employee shall lose all seniority rights for any one (1) or more of the following reasons:

- i. Voluntary resignation;
- ii. discharge for cause;
- ii. failure to return to work after layoff under Clause 7:03; or
- iv. layoffs for more than twelve (12) months.

7:03 Ability, seniority and efficiency will be the criteria used in determining layoffs, re-hiring, and filling vacant or new positions. The Union recognizes that the first (1st)

two (2) of these criterions will govern the case of grievances and where ability is equal, seniority shall govern.

7:04 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised on the first (1st) day of January of each year. Any errors shall be reported to the job steward for correction.

7:05 Leave of absence for any other reason than ill health will consist of a maximum of sixty (60) days. Any extension of leave of absence over sixty (60) days shall be in writing and agreed upon by the Union, the Employer and the employee concerned.

ARTICLE 8:00 – TRANSPORTATION

8:01 If an employee uses his/her own vehicle at the request and direction of the Employer (it shall be in writing in accordance with Occupational Health and Safety Regulations) he/she shall be compensated therefore at the rate of fifty cents (\$0.50) per kilometer. Employees shall not be required to use their own vehicle to convey passengers, material, fuel, parts.

ARTICLE 9:00 – JURISDICTIONAL DISPUTES

9:01 (a) There shall be, during the term of this Collective Agreement, no slowdowns, 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 in the following manner.

(b) The Employer shall assign the work in accordance with current “Decisions or Agreements of Record” between the disputing Unions.

(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.

(d) If the dispute cannot be settled on a local level, it shall be referred to the International Unions involved for settlement. If the International Unions are unable to resolve the dispute, 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 10:00 – GRIEVANCE PROCEDURE

10:01 Grievance Procedure: All differences between the Employer and the Union concerning the interpretation, application, operation or an alleged violation of this Collective Agreement, shall be settled without stoppage of work or lockout and the dispute shall be referred to paragraph (c) below.

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

- (a) An aggrieved party shall within fifteen (15) days (except on termination, the aggrieved party shall within three (3) days excluding Saturdays, Sundays and holidays) of the alleged violation submit his/her complaints in writing to the job steward who shall, within three (3) days excluding Saturday, Sunday and holidays, endeavour to settle the complaint between the employee and his/her immediate supervisor.
- (b) If the complaint is not then settled within three (3) days (excluding Saturdays, Sundays and holidays), it may be referred to the management of the Employer involved and the Business Agent of the Union.
- (c) If the complaint is not settled within seven (7) days (excluding Saturdays, Sundays and holidays), it may be referred to an Arbitration Board which 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.
- (d) If either party fails to appoint a member or if the appointed members cannot agree to a neutral Chairman, such appointments shall be made in accordance with the *Labour Relations Code*.
- (e) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairman. By mutual consent of the parties, the time limits may be extended.

It shall not alter, amend or change the terms of this Collective Agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award, the decision of the Chairman shall be the award.

ARTICLE 11:00 – ACCIDENT PREVENTION AND SAFETY EQUIPMENT

11:01 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 a worker to perform his/her 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 as just cause for dismissal.

- 11:02 The Union is required by the terms of this Collective Agreement to instruct its members in all standard safety precautions required under the terms of the *Occupational Health and Safety Act*.
- 11:03 Ear (noise) protection shall be provided free of charge for employees requesting same or deemed necessary by the Employer. The employee is obligated to comply and utilize this protection provided; failure to comply may result in disciplinary action.
- 11:04 An employee appointed by the employees shall be a member of the Safety Committee. The Safety Committee shall meet, when practical, on a monthly basis during the operating season.
- 11:05 As part of the Employer's Health and Safety policy, employees are required to wear proper safety footwear. The Employer will pay each employee as part of his or her wages; fifteen cents (\$0.15) per hour to be used for the purchase of approved winter and summer safety footwear. It is each employee's responsibility to ensure that they report for work wearing appropriate footwear.

ARTICLE 12:00 – WORKING CONDITIONS

- 12:01 The Employer shall provide suitable sanitary facilities, a heated lunchroom which shall not be used for storage of tools or equipment and a lock fast place for storage of employee's tools.
- 12:02 The Employer shall ensure the replacement of those tools which he/she requires employees to bring on the job when lost by fire or theft by forcible entry, provided the employee when commencing employment submits to the Employer an inventory of such tools which shall identify the manufacturer thereof.
- Should it become necessary to deface a tool (which is registered with the Employer) to make it adaptable for a particular job, the employee may turn in to the Employer and receive a new tool at no cost to the employee.
- 12:03 The Employer shall provide reasonable protection, where possible, from severe weather elements for all employees specifically including one (1) pair of winter coveralls which shall be replaced on an as needed basis to be determined by the Employer.
- 12:04 All employees covered by the Collective Agreement will be permitted fifteen (15) minutes in the first (1st) half (½) and fifteen (15) minutes in the second (2nd) half (½) of a shift for a coffee break on the job during working hours. It is, however, understood that this shall be in such a manner to least interfere with normal operation of the job.

An additional coffee break will be added after ten (10) hours worked and every two (2) hours thereafter for employees required to work extended daily hours

- 12:05 Fresh drinking water in approved sanitary containers, and paper cups, shall be provided and placed in convenient locations on all jobs.
- 12:06 **Reporting Time Pay** – An employee reporting for work shall receive three (3) hours pay at his/her regular rate unless he/she is notified at least two (2) hours prior to his/her regular starting time not to report for work, or if a camp is maintained, at least one (1) hours' notice prior to his/her regular starting time not to report. If an employee commences work he/she shall receive a minimum of three (3) hours pay.
- 12:07 **Call-Out Pay** – Employees called out for work after their regular hours of work shall receive a minimum of three (3) hours pay at the overtime rates applicable.
- 12:08 The Employer will require an employee to perform work within his/her jurisdiction for the four (4) hour call-out.
- 12:09 All time spent in moving machines such as mobile cranes and other rubber tired equipment, or when hauling passengers at the direction of the Employer, shall be considered as working hours and the applicable rates shall be paid. This provision also applies to operators of crawler type and other equipment when they are assigned to travel with such equipment to load and unload and are otherwise responsible for equipment so transported.
- 12:10 The Employer will provide a meal allowance of ten dollars (\$10.00) if an employee is required to work twelve (12) hours in a shift, provided such overtime is "unscheduled". Overtime is "unscheduled" if an employee has not been notified in person at least two (2) hours prior to quitting time the previous day, or the overtime requirements have not been identified on the shift scheduling tape.

ARTICLE 13:00 – EMPLOYER CONTRIBUTIONS

- 13:01 **Health and Wellness** – Effective March 1, 2018 the Employer shall pay one dollar and forty-five cents (\$1.45) per hour for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. This amount shall increase to one dollar and fifty cents (\$1.50) effective March 1, 2019.

The Employer shall, not later than the tenth (10th) 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.

13:02 **Pension** – Effective March 1, 2018 the Employer shall pay four dollars and twenty-five cents (\$4.25) per hour for each hour worked by each employee into the Operating Engineers Local 955 Pension Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. This amount shall increase to four dollars and fifty cents (\$4.50) effective March 1, 2019.

The Employer shall, not later than the tenth (10th) of each month, mail Pension 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 Pension Trust Fund.

13:03 **Training** – The Employer shall pay five cents (\$0.05) per hour for each hour worked by each employee into the Operating Engineers Local 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) 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 955 Training Trust Fund.

ARTICLE 14:00 – WAGE RATES AND CLASSIFICATIONS – Schedule “A” – Concrete Division

Classifications	March 1, 2018		
	Base Wage	Boots	Total Pkg
Group 1 – Batcher/Loader Operator	\$32.75	\$0.15	\$32.90
Group 2 – Loader Operator	\$29.05	\$0.15	\$29.20
Group 3 – General Labourer/Equipment Operator	\$23.40	\$0.15	\$23.55
Group 4 – Plant/Yard Labourer	\$20.75	\$0.15	\$20.90

Classifications	March 1, 2019		
	Base Wage	Boots	Total Pkg
Group 1 – Batcher/Loader Operator	\$33.15	\$0.15	\$33.30
Group 2 – Loader Operator	\$29.45	\$0.15	\$29.60
Group 3 – General Labourer/Equipment Operator	\$23.70	\$0.15	\$23.85
Group 4 – Plant/Yard Labourer	\$21.00	\$0.15	\$21.15

14:01 **Learner Operators** – Learner operators shall receive one dollar (\$1.00) per hour below the rate shown for qualified and proficient operators for a period of not more than sixty (60) working days or one hundred and twenty (120) calendar days, or sooner at the discretion of the supervisor.

ARTICLE 15:00 – SPECIAL PROVISIONS

15:01 The job steward shall be the last employee laid off in his/her classification subject to seniority and ability.

15:02 When an employee works in a higher wage classification for more than one (1) hour, he/she shall be paid the higher rate for the entire shift.

15:03 The Employer shall provide coveralls at no cost to all those employees employed under this Collective Agreement.

15:04 Foreman, Lead Hand, Employee Safety Representative

There shall be a Foreman in charge at each plant location. The Foreman shall receive an additional two dollars (\$2.00) per hour above the classification of those employees directly under their supervision.

There shall be a Junior Lead Hand at each plant location. Junior Lead Hands shall receive an additional one dollar (\$1.00) per hour above the classification of those employees directly under their supervision.

There shall be an Employee Safety Representative (ESR) assigned within the bargaining unit. The ESR shall receive an additional one dollar (\$1.00) per hour above their classification. The ESR cannot be the Junior Lead Hand or the Foreman.

15:05 When death occurs to a member of an employee's immediate family, the employee will be granted upon request, an appropriate leave of absence. If the employee attends the funeral, he/she shall be compensated for hours lost from their regular schedule on the day of the funeral and the day after the funeral. Maximum compensation shall be eight (8) hours per day for three (3) days. Members of the immediate family of the employee are defined as spouse, (including common-law spouse), parents, children, brothers, sisters, fiancé, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law. Common-law spouse shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as his/her spouse for a period of at least one (1) year before death.

15:06 The Employer shall pay fifty percent (50%) of the cost of Alberta Health Care premiums for each of the employees covered under this Collective Agreement.

ARTICLE 16:00 – ANNUAL VACATIONS AND GENERAL HOLIDAYS

16:01 Annual Vacation

(a) After one (1) year, employees shall receive two (2) weeks' vacation, one (1) week of which may be taken between June 01, and October 31.

- (b) All employees with five (5) years or more service shall receive three (3) weeks' vacation, one (1) week of which may be taken between June 01, and October 31.
- (c) All employees with twelve (12) years or more service shall receive four (4) weeks' vacation, two (2) weeks of which may be taken between June 01 and October 31.
- (d) During the twenty-first (21st) and subsequent years (inclusive) of service, an employee shall be entitled to five (5) weeks' vacation with pay, two (2) weeks of which may be taken between June 01, and October 31.

16:02 Annual Vacation Pay

Effective March 1, 2018:

- i. All employees with less than five (5) years' service, four percent (4%) of gross pay,
- ii. All employees with over five (5) years' service, six percent (6%) of gross pay,
- iii. All employees with over twelve (12) years' service, eight percent (8%) of gross pay,
- iv. All employees in their twenty-first (21st) and subsequent years of service, vacation pay shall be ten percent (10%) of gross pay.

16:03 General Holiday Pay

Effective March 1, 2018, all employees covered by this Collective Agreement shall receive eight (8) hours pay at their regular rate of pay for each of the named General Holidays. To be eligible to receive his pay, the employee must work the last working day preceding the General Holiday and the first (1st) working day following the General Holiday.

16:04 Such money shall be paid on June 30th and December 30th, or when requested.

ARTICLE 17:00 – EFFECTIVE DATE AND DURATION OF COLLECTIVE AGREEMENT

17:01 This Collective Agreement shall be in full force and effect as of March 1, 2018 and continue in effect until February 29, 2020 and from year to year thereafter except as hereinafter provided.

17:02 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

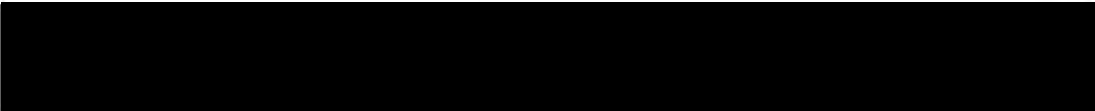
of the Collective Agreement, request the other party to the Collective Agreement to commence collective bargaining. Such notice shall be given by registered mail.

17:03 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 an Collective Agreement prior to the expiry date.

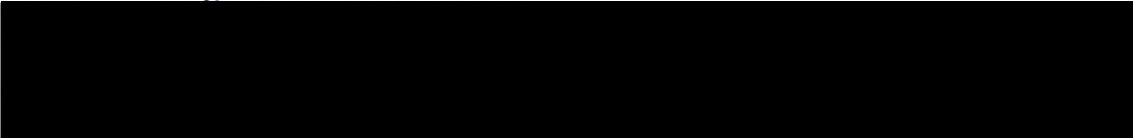
Signed this 11th day of May, 2018.

EDMONTON CONCRETE LAFARGE
WESTERN CANADA (A DIVISION
OF LAFARGE CANADA INC., A
MEMBER OF LAFARGEHOLCIM)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
UNION NO. 955


Susan Davison, Employee and
Labour Relations Manager, WCAN

Chris Flett, Business Manager


Joe Rotella, General Manager – GEA
RM

Mike Bourgeois, President

LETTER OF UNDERSTANDING

Between

**EDMONTON CONCRETE LAFARGE WESTERN CANADA
(A DIVISION OF LAFARGE CANADA INC., A MEMBER OF LAFARGEHOLCIM)**

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

RE: ACCIDENT PREVENTION AND SAFETY RESPONSIBILITY

Given the importance that the Employer places on employee safety and accident prevention; and

Whereas it is the intention of the Employer, in co-operation with its employees and their authorized representatives, to ensure that a safe workplace exists for all employees and that all reasonable steps are taken to prevent accidents, the Parties agree to the following responsibility provisions:

Employer Responsibilities:

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

Employee Responsibilities:

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

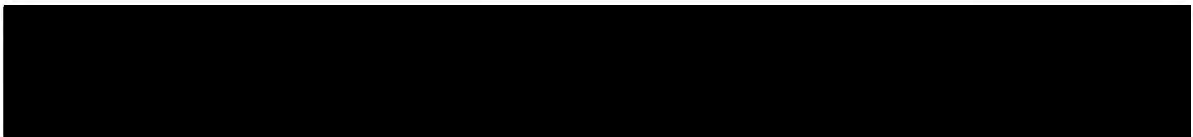
Union Responsibilities:

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


Signed this 11th day of May, 2018.

EDMONTON CONCRETE LAFARGE
WESTERN CANADA (A DIVISION
OF LAFARGE CANADA INC., A
MEMBER OF LAFARGEHOLCIM)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
UNION NO. 955




Susan Davison, Employee and
Labour Relations Manager, WCAN

 Chris Flett, Business Manager



Joe Rotella, General Manager – GEA
RM

 Mike Bourgeois, President

LETTER OF UNDERSTANDING

Between

**EDMONTON CONCRETE LAFARGE WESTERN CANADA
(A DIVISION OF LAFARGE CANADA INC., A MEMBER OF LAFARGEHOLCIM)**

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

RE: BANKED OVERTIME

The parties agree to the following which will outline the Banked Overtime system:

Banked overtime is to be used for the purpose of income smoothing and is not a mechanism to get additional vacation time. Employees who are required to take an unpaid day off work for personal reasons may use this account to make up the lost pay for that day. Time off requests will follow the normal approval procedure.

Banked overtime is a system of exchanging overtime pay for time off with pay, and is available to any Edmonton Concrete hourly employee to be used at the employee's discretion. Employees may choose to allocate overtime hours to this account to be withdrawn at a later date.

At the end of his/her shift, an employee may allocate all or a portion of overtime hours worked that day to this account.

- Overtime hours allocated will be converted to a dollar value based on the applicable rate of pay.
- Employees may allocate up to an equivalent maximum of forty (40) straight time hours and at no time will the overtime bank exceed forty (40) hours.
- Once used, the hours cannot be replenished within the calendar year.

Employees must make a written request to be paid from their account by the Wednesday preceding payroll cutoff. These payments will be made at the rate of pay in effect when the money is withdrawn. Employees who have a balance at December 1st, will have that balance paid out on the last pay period of that calendar year.

This letter of understanding will be reviewed during the term of this Collective Agreement and may be amended, subject to approval of both parties.

Signed this 11th day of May, 2018.

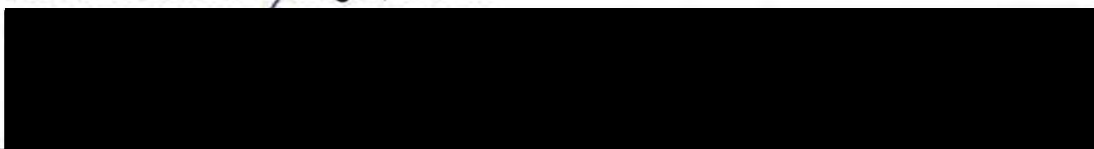
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Between

EDMONTON CONCRETE LAFARGE WESTERN CANADA
(A DIVISION OF LAFARGE CANADA INC., A MEMBER OF LAFARGEHOLCIM)

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

RE: CLAUSE 16:03 GENERAL HOLIDAY PAY

In light of the recent changes to the *Employment Standards Code* the parties agree to the following in order to meet that requirement:

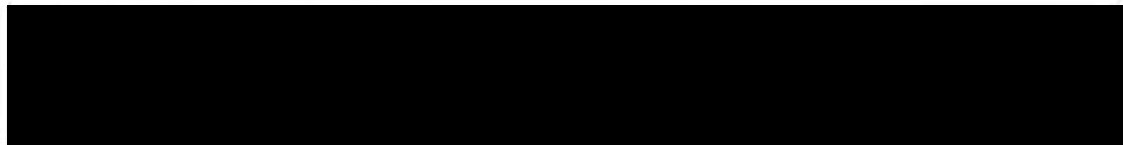
The Employer at the end of each year, will do a one-time top up payment to four point four percent (4.4%) of gross earnings to align with Employment Standards requirements. The top up calculation will be four point four percent (4.4%) of gross earnings minus the total amount paid for General Holidays per Clause 16:03 in that same calendar year.

The parties agree if the Provincial Government changes the requirements for General Holiday pay calculation in the *Employment Standards Code* the parties agree to delete this Letter of Understanding and revert back to the original language in Clause 16:03.

Signed this 11th day of May, 2018.

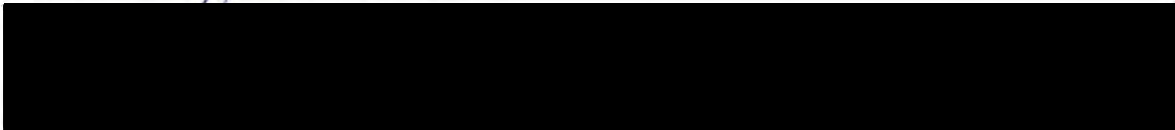
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