

COLLECTIVE AGREEMENT

between

**WINTERBURN SHOP
A Division of LAFARGE CANADA INC., a Member of LafargeHolcim**



and

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



Period

March 1, 2016 to February 29, 2020

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COLLECTIVE AGREEMENT

By and Between:

WINTERBURN SHOP
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, a word used in the masculine gender applies also in the feminine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

ARTICLE 2:00 - TRADE DEFINITIONS

- 2:01 All employees of Winterburn Shop, A Division of Lafarge Canada Inc., a Member of LafargeHolcim except office and quality control personnel, labourers, warehouse persons, included in the Certification No. 262-2005.

ARTICLE 3:00 - WAGES

- 3:01 The minimum wage for classifications covered by this Collective Agreement as listed in Article 13:00 - WAGE RATES AND CLASSIFICATIONS - SCHEDULE A, shall be effective March 1, 2016.
- 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 by direct deposit, 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.

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 seven (7) days from the date of termination.

Pay calculations and deduction slips shall be supplied with each regular pay. Holiday and vacation pay are to be shown as separate amounts on the deduction slips.

ARTICLE 4:00 - HOURS OF WORK AND OVERTIME

- 4:01 (a) 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.

Saturday work, to a maximum of four (4) hours, will be performed at straight time rates if an employee has worked less than forty (40) hours at straight time rates during the normal Monday through Friday work week as a result of the employee taking time off of his own volition during the normal Monday to Friday work week. All hours worked in excess of four (4) hours on Saturday will be paid at overtime rates.

Saturday work will be performed at overtime rates if an employee has worked less than forty (40) hours at straight time during the normal Monday to Friday work week as a result of the Employer changing the employee's work schedule.

- (b) In the event that an employee is required to take a rest break as a result of Alberta Provincial labour/employment law, and subsequently is required to work a Saturday after taking such a rest break during the preceding work-week, he/she will not be adversely affected by this provision.

Lunch period will be as close to midpoint as operationally possible for one-half (½) hour or such lesser period as may be agreed upon by the Employer and the employee.

- 4:02 All work performed in excess of these hours Monday through Saturday shall be paid at one and one half times (1½x) the straight time rates.
- 4:03 All work performed on Sunday shall be paid at double time (2x) the straight time rate of pay.

All work performed on the following named Statutory Holidays, shall be paid for at one and one half times (1½x) the straight time rate of pay. The following days will be recognized as Statutory 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 such day proclaimed a Statutory Holiday by the Federal Government or Alberta Provincial Government. Should the Alberta Government eliminate Family Day as a Statutory 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.

Statutory Holidays for non-seasonal employees shall be paid at the rate of eight (8) straight time hours for the preceding Statutory Holidays.

- 4:04 Where one of the Statutory 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 Shift work is defined as an operation outside of regular working hours and shall be paid for all hours worked outside of the regular daily or weekly hours. Such shift work may be started between the hours of 11:00 A.M. and 4:00 A.M. Wherever possible, shifts will be rotated on a monthly basis.
- 4:06 Employees required to perform shift work shall receive a premium of two dollars (\$2.00) per hour higher than the employee's regular shift rate.
- 4:07 No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

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 ninety (90) 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 payday after commencement of employment, provided the employee has worked a minimum of one (1) week and thereafter on the first 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 The Union may appoint one (1) of its members as Union steward on each shift, one (1) of whom will be named as chief steward. 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 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 it respects to 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 locations under all reasonable circumstances, having due regard to safety precautions and after receiving the consent of the Employer or his 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 at the locations. All such notices must be signed by the proper officer of the Local Union and submitted to the management of the Employer for his 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 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 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 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 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 provided always that the Employer reserves the right to reject men supplied by the Union in the same manner as any other job applicant; men so rejected, provided they report at specified time and are fit to work, shall receive two (2) hours pay.

ARTICLE 7:00 - VACATION AND STATUTORY HOLIDAY PAY FOR SEASONAL EMPLOYEES

- 7:01 An employee who works less than seven (7) consecutive months in a calendar year shall be considered as a seasonal employee.
- 7:02 Vacation pay shall be computed and paid at the rate of six percent (6%) of straight time earnings to each employee.
- 7:03 Statutory Holiday pay shall be computed and paid at the rate of four percent (4%) of straight time earnings to each employee.

7:04 Such money shall be paid at regular two (2) month intervals and upon termination of employment.

ARTICLE 8:00 - TRANSPORTATION, TRAVELLING TIME, ROOM AND BOARD

8:01 On jobs from which employees do not return home daily and/or when an employee is moving from one job to another, the Employer shall provide:

- (1) Suitable transportation and pay travel time up to a maximum of eight (8) hours in any twenty-four (24) hour period (commencing at 12:00 midnight) to the job. Transportation and travel time shall be paid with the first (1st) pay.
- (2) Suitable return transportation and pay travel time up to a maximum of eight (8) hours in any twenty-four (24) hour period (commencing at 12:00 midnight) subject to thirty (30) days employment or upon termination due to lack of work or job completion and for reasons of legitimate illness or authentic compassionate grounds.
- (3) The cost of transporting such tools as an employee may be required to provide in the course of employment shall be paid by the Employer on the same basis as transportation.

8:02 If an employee uses his own vehicle at the request and direction of the Employer (it shall be in writing in accordance with *Occupational Health and Safety Regulations*) he shall be compensated therefore at the rate of thirty cents (\$0.30) per kilometre. Employees shall not be required to use their own vehicle to convey passengers, material, fuel, parts, etc., for the Employer.

8:03 On jobs beyond the limits of a city, town, village or camp, suitable transportation to and from the project shall be provided. Men shall report at mutually agreed upon pick-up points within the city, town, village or camp in time for their designated shifts. Daily travel time, one (1) way, to the jobsite from the limits of the city, town, village or camp, shall be paid at the rate of one point fifty-five (1.55) minutes per kilometre over the most direct routes at straight time rates.

8:04 Nothing in this Article shall be construed so as to include permanent plants located within eight (8) kilometres of the Edmonton City limits.

8:05 The Employer will pay all cost of room and board to all employees instructed to work on away from home projects.

ARTICLE 9:00 - GRIEVANCE PROCEDURE

9:01 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 Saturday, Sunday and Holidays) of the alleged violation submit his 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 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) Failing settlement at Step 9:01 (c), an application shall be filed with the Alberta Labour Relations Board seeking the assistance of a mediator to deal with the grievance. The cost of the grievance mediation shall be shared equally between the parties.
- (d) Failing settlement at Step 9:01 (d), 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.
- (e) If either party fails to appoint a member or if the appointed members cannot agree on a neutral Chairman, such appointments shall be made in accordance with the *Labour Relations Code*.
- (f) 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.

- (g) The parties may agree to appoint a single arbitrator to hear the aggrieved matter. In such case, the parties shall share equally the expenses of the Arbitrator.

ARTICLE 10:00 - ACCIDENT PREVENTION AND SAFETY

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 shall 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 that 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.

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 a workman to perform his 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.

10:02 The Union is required by the terms of this Collective Agreement to instruct its member in all standard safety precautions required under the terms of the *Occupational Health and Safety Act*.

The Employer shall provide all necessary safety equipment, as required by the Occupational Health and Safety Board regulations. Safety equipment may be allotted on a charge-out basis, excepting such articles of personal items which are non-returnable such as hard hat liners, safety shoes, etc. Employees shall be reimbursed once hundred and fifty dollars (\$150.00) effective March 1, 2009 toward the purchase of CSA approved safety boots, or approved safety winter clothing, upon receipt of proof of such purchase.

Effective January 1, 2017 in place of the reimbursement amount and process outlined above, the Employer will pay each employee as part of his or her wages, ten cents (\$0.10) per hour to be used for the purchase of approved winter and summer safety footwear or other safety clothing. This amount will increase to twelve cents (\$0.12) effective March 1, 2018 and fifteen cents (\$0.15) effective March 1, 2019. It is each employee's responsibility to ensure that they report for work wearing appropriate footwear.

10:03 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.

10:04 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.

ARTICLE 11:00 - WORKING CONDITIONS

11:01 The Employer shall provide suitable sanitary facilities, a heated lunchroom which shall not be used for storage of tools or equipment and a lockfast place for storage of employee's tools.

11:02 The Employer shall ensure the replacement of those tools which he 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 it in to the Employer and receive a new tool at no cost to the employee.

11:03 The Employer shall provide reasonable protection, where possible, from severe weather elements for all employees.

11:04 All employees covered by the Collective Agreement will be permitted fifteen (15) minutes in the first half and fifteen (15) minutes in the second half 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.

11:05 Fresh drinking water in approved sanitary containers, and paper cups, shall be provided and placed in convenient locations at all work locations.

11:06 **Reporting Time Pay** - An employee reporting for work shall receive two (2) hours pay at his regular rate unless he is notified at least one and one half (1½) hours prior to his regular starting time not to report for work, or if a camp is maintained, at least one (1) hours' notice prior to his regular starting time not to report. If an employee commences work he shall receive a minimum of two (2) hours pay.

11:07 **Call-Out Pay** - 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.

11:08 Reporting time pay and/or call-out pay is in addition to travel time pay.

11:09 (a) The Employer may require an employee to perform work within his jurisdiction for the two (2) hour call-out.

(b) A Standby Pay Allowance of one hundred dollars (\$100.00) will be paid to an employee who is required to carry a pager and to be available during a

normally scheduled day off where the employee does not receive a call for a call-in on that day.

11:10 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.

11:11 The Employer will provide an overtime meal allowance sixteen dollars and fifty cents (\$16.50) as of March 1, 2016, if the employee is required to work more than 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.

ARTICLE 12:00 - EMPLOYER CONTRIBUTIONS

12:01 Health and Wellness

Effective March 1, 2016 the Employer shall pay one dollar and thirty cents (\$1.30) 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 will increase effective March 1, 2018 to one dollar and forty cents (\$1.40) per hour for each hour worked.

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.

12:02 Pension

Effective March 1st, 2016 the Employer shall pay two dollars (\$2.00) 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 will increase to two dollars and fifty cents (\$2.50) effective March 1, 2017, three dollars (\$3.00) effective March 1, 2018 and three dollars and fifty cents (\$3.50) effective March 1, 2019 per hour for each hour worked.

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.

12:03 Training

Effective March 1, 2016 the Employer shall pay ten cents (\$0.10) 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 13:00 - WAGE RATES AND CLASSIFICATIONS - SCHEDULE A

Classifications	Mar 1/16	Mar 1/17	Mar 1/18	Mar 1/19
Group 1 Certified Journeyman; Heavy Equipment Technician-4 year program, Welder, Machinist, Automotive Technician	\$45.05	\$45.05	\$45.73	\$46.41
Group 1 A – Heavy Duty Equipment Mechanic–Off Road, Heavy Equipment Technician–Truck and Transport Mechanic, Mechanic, Welder and Machinist	\$40.40	\$40.40	\$41.01	\$41.62
Group 1 B – Heavy Equipment Technician – Trailer Mechanic	\$35.91	\$35.91	\$36.45	\$37.00
Group 2 Tire Mechanic, Serviceman/Fuel Truck Operator, Steam Engineer 3 rd Class	\$38.60	\$38.60	\$39.18	\$39.77
Group 3 Tire Serviceman, Steam Engineer Fourth Class, Steam Bay Operator	\$33.95	\$33.95	\$34.46	\$34.98
Group 4 Serviceman/Fuel Truck Operator Assistant, Mechanic Helper, Steam Bay Attendant	\$30.20	\$30.20	\$30.65	\$31.11
Group 5 Cleanup, Mobile Equipment Cleanup	\$27.38	\$27.38	\$27.79	\$28.21

All classifications will have wage rates increased by:

- Effective March 1, 2016 – zero percent (0%) increase
- Effective March 1, 2017 – zero percent (0%) increase

- Effective March 1, 2018 – one and one half percent (1.5%) increase*
- Effective March 1, 2019 – one and one half percent (1.5%) increase*

*Wage increases in 2018 and 2019 will be CPI protected as follows: If the CPI (“all items” reporting), as published by Statistics Canada for the City of Edmonton for the average reporting period of March 2017 to February 2018, and March 2018 to February 2019 respectively, is greater than two point six percent (2.6%) (the combined percentage increase of one point five percent (1.5%) wage increase plus fifty cents (\$0.50) pension increase in either year), then the difference between CPI and two point six percent (2.6%) will be allocated to wages or pension as voted on by the membership.

13:01 **Learner Operators** - Twenty-five cents (\$0.25) below the rate shown for qualified and proficient operators for a period of not more than three (3) months.

13:02 **Tool Allowance**

Effective March 1, 2016 all employees with seniority employed as journeymen tradesmen and indentured apprentice mechanics shall receive a tool allowance of forty-five cents (\$0.45) per hour in addition to their hourly rate.

ARTICLE 14:00 - SPECIAL PROVISIONS

14:01 The Union steward shall be the last employee laid off in his/her classification subject to the Union steward’s ability to perform the available work.

14:02 When an employee works in a higher wage classification for more than one (1) hour, he shall be paid the higher rate for the entire shift.

14:03 The Employer shall provide up to six (6) pairs of coveralls per calendar year to those employees employed in the equipment repair shops and the asphalt plant. Worn coveralls must be returned to the Employer in order to receive a replacement pair.

14:04 The Employer may designate an employee as a lead hand and he will receive two dollars (\$2.00) per hour more than the highest rate in the group he is leading. A lead hand acts as a leader of a group or groups of employees working on similar or related work. He assigns work to the men as directed by the supervisor and works along with and coordinates work among them. A designated lead hand will be expected to demonstrate a positive attitude and leadership towards the Employer, Employer Policies and Safety Initiatives.

14:05 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, fiancée, 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. In extenuating circumstances involving bereavement this provision may be extended to other persons. Such requests will not be unreasonably denied.

14.06 An employee designated as a field mechanic or is required to work away from the designated shops in this Collective Agreement will receive an additional one dollar and fifty cents (\$1.50) per hour above his applicable rate for the first year of service or on a temporary/part time basis and two dollars (\$2.00) per hour above his applicable rate after twelve (12) months of continuous service as a field mechanic.

ARTICLE 15:00 - SENIORITY, ANNUAL VACATIONS, AND ANNUAL VACATION PAY

The Employer recognizes the principle of seniority for all employees not classified as seasonal employees.

15:01 Seniority

- (a) Seniority shall be based on the length of continuous service an employee has been on the payroll subject to subsection (b) of this Clause.
- (b) An employee shall lose all seniority rights for any one (1) or more of the following reasons:
 - i voluntary resignation;
 - ii discharge for cause;
 - iii failure to return to work after lay-off under subsection (c) of this Clause; or
 - iv lay-offs for more than six (6) months.
- (c) Ability, efficiency, and seniority will be the criteria used in determining lay-offs, re-hiring, and filling vacant or new positions. The Union recognizes that the first two (2) of these criteria will govern the case of grievances and where ability and efficiency is equal, seniority shall govern.
- (d) 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 1st day of January of each year. Any errors shall be reported to the Union steward for correction.

- (e) Leave of absence for any other reason than ill health will consist of a maximum of thirty (30) days. Any extension of leave of absence over thirty (30) days shall be in writing and agreed upon by the Union, the Employer and the employee concerned.

15:02 Annual Vacation

- (a) After one (1) year, employees shall receive two (2) weeks vacation.
- (b) All employees with five (5) years or more service shall receive three (3) weeks vacation.
- (c) All employees with twelve (12) years or more service shall receive four (4) weeks vacation.
- (d) All employees with twenty-one (21) years or more service shall receive five (5) weeks vacation.
- (e) Vacation schedules shall be posted as early as possible. Employees shall be given an opportunity to indicate their preferences as to vacation timing, and insofar as the efficient operation of the shop will permit those preferences shall be considered.

15:03 Annual Vacation Pay

- (a) All employees with less than five (5) years' service, four percent (4%).
 - (b) All employees with over five (5) years' service, six percent (6%).
 - (c) All employees with over eleven (11) years' service, eight percent (8%) effective March 1, 2009.
 - (d) All employees with eighteen (18) years or more service, ten percent (10%) effective March 1, 2009.
- Effective March 1, 2016 vacation pay shall be paid on gross earnings.

ARTICLE 16:00 - EFFECTIVE DATE AND DURATION OF COLLECTIVE AGREEMENT

16:01 This Collective Agreement shall be in full force and effect as of March 1st, 2016 and continue in effect until the 29th day of February 2020, and from year to year thereafter except as hereinafter provided.

16:02 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.

16:03 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 23rd day of June 2016 on behalf of

WINTERBURN SHOP
A Division of LAFARGE CANADA INC., a
Member of LafargeHolcim

[Redacted Signature]

Susan Davison

[Redacted Signature]

Dave Wiltshire

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

[Redacted Signature]

Bruce Moffatt

[Redacted Signature]

Victor Banfield

LETTER OF UNDERSTANDING

between

**WINTERBURN SHOP
A DIVISION OF LAFARGE CANADA INC., A MEMBER OF LAFARGEHOLCIM
(the Employer)**

And

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955
(the Union)**

Re: Compressed Work Week

The Employer and the Union agree that the Employer may implement a compressed work week, subject to the following:

For the employees employed in the Shop between November 1st and May 30th and for employees employed in the Soil Cements Plants during start-up.

The Employer when desiring to implement a compressed work week shall contact the Union to identify the employees and shop or plant affected.

The Union shall conduct a vote of the affected employees, and if a majority vote in favour of the compressed work week, it shall be instituted. All affected employees shall work the same compressed work week.

The compressed work week shall consist of four (4) consecutive ten (10) hour days, starting on a Monday or a Tuesday.

Once a compressed work week schedule (e.g.: Monday to Thursday or Tuesday to Friday) has been established, it shall be maintained and shall not be altered unless operational efficiencies in the shop become unworkable under this schedule. Should this happen, the Employer shall notify the Union upon reverting to the five (5) day eight (8) hour schedule.

Overtime shall be paid for all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week, Monday to Friday. When the compressed work week starts on a Monday, overtime shall be paid for the hours worked on Friday. When the compressed work week starts on a Tuesday, overtime shall be paid for the hours worked on the

preceding Monday. The applicable overtime rates shall apply for work performed on Saturdays, Sundays and Statutory Holidays.

SIGNED this 23rd day of June 2016 on behalf of:

WINTERBURN SHOP
A Division of LAFARGE CANADA INC., a
Member of LafargeHolcim

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


Susan Davison /


Bruce Moffatt


Dave Wiltshire


Victor Banfield /

LETTER OF UNDERSTANDING

Between

WINTERBURN SHOP

**A DIVISION OF LAFARGE CANADA INC., A MEMBER OF LAFARGEHOLCIM
(the Employer)**

And

International Union of Operating Engineers Local Union No. 955 (the Union)

The Employer and the Union have agreed by a Memorandum of Agreement dated February 12, 2008 that the classifications in Article 13:00 – WAGE RATES AND CLASSIFICATIONS –SCHEDULE A that refer to jobs in the Asphalt and Soil Cement Plant will not form part of the renewed Collective Agreement dated March 1, 2016 – February 29, 2020.

It is the intent of the Employer and the Union to hold in abeyance those classifications in the event that the Employer and/or the Union seek to reinstate the Asphalt and Soil Cement Plant jobs in the Winterburn Shop classifications.

In the event that it is agreed to reinstate the Asphalt and Cement Soil jobs in the Winterburn Shop Collective Agreement then those jobs in Article 13:00 – WAGE AND CLASSIFICATIONS - SCHEDULE A listed in the March 1, 2004 to February 28, 2008 Collective Agreement *Lafarge Canada Inc. Construction Materials Group Edmonton Construction Division at the Winterburn/Stadium Rd. and the Cloverbar Asphalt and Soil Cement Plants and International Union of Operating Engineers, Local 955* will be recognized as the full and total classification of jobs within the Collective Agreement.

This Letter of Understanding will remain in force for the life of the current Collective Agreement and will remain in force for the Collective Agreement starting March 1, 2016 unless otherwise amended by mutual agreement.

Signed on this 23rd day of June 2016 in the City of Edmonton, Alberta.

WINTERBURN SHOP
A Division of LAFARGE CANADA INC.,
a Member of LafargeHolcim

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

Susan Davison

Bruce Moffatt

Dave Wilfshire

Victor Banfield