

Collective Agreement

By and Between:

**HEIDELBERG MATERIALS CANADA LIMITED
CONCRETE EDMONTON
Edmonton, Alberta**

and

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

Period: March 1, 2025 to February 29, 2028

TABLE OF CONTENTS

Article	Page
ARTICLE 1:00 – OBJECT	3
ARTICLE 2:00 - TRADE DEFINITIONS	3
ARTICLE 3:00 – WAGES	4
ARTICLE 4:00 - HOURS OF WORK AND OVERTIME	4
ARTICLE 5:00 - UNION RIGHTS	5
ARTICLE 6:00 - MANAGEMENT RIGHTS	7
ARTICLE 7:00 - JURISDICTIONAL DISPUTES.....	8
ARTICLE 8:00 - GRIEVANCE PROCEDURE	8
ARTICLE 9:00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT.....	9
ARTICLE 10:00 - WORKING CONDITIONS	9
ARTICLE 11:00 - EMPLOYER CONTRIBUTIONS.....	10
ARTICLE 12:00 - WAGE RATES AND CLASSIFICATIONS - SCHEDULE "A"	12
ARTICLE 13:00 - SPECIAL PROVISIONS.....	14
ARTICLE 14:00 - SENIORITY, ANNUAL VACATIONS, ANNUAL VACATION PAY AND GENERAL HOLIDAYS	16
ARTICLE 15:00 - EFFECTIVE DATE AND DURATION OF AGREEMENT.....	18

COLLECTIVE AGREEMENT

By and Between:

HEIDELBERG MATERIALS CANADA LIMITED

CONCRETE EDMONTON

Edmonton, Alberta

(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, during which time there shall be no strikes, work stoppages, work slowdowns, or any action by the employees intended to persuade or cause the Employer through hardships to change or amend the conditions of employment during the duration of this Collective Agreement.

ARTICLE 2:00 - TRADE DEFINITIONS

2:01 Operating Engineers shall include the unit of employees as defined by Certificate No. C2422-2025. The Employer shall not hereafter be obligated to deal with its employees either individually or in groups as to matters within the purview of this Collective Agreement.

ARTICLE 3:00 – WAGES

- 3:01 The minimum wage for classifications covered by this Collective Agreement as listed in Article 12:00 Schedule A, shall be effective as of March 1, 2025.
- 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 of 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 Arbitrator as provided in Article 8:00, 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 by Thursday or Friday of every second week, pay to each employee covered by this Collective Agreement, all wages, vacation and holiday pay, earned by the employees to a day not more than seven (7) days prior to the date of payment. Such payment will be made by direct deposit to bank accounts of the employee's choice. Pay calculation and deduction slips shall be supplied electronically on each regular payday.

In the event that a Holiday falls on a Monday, the payday shall be one (1) day later. 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 through direct deposit banking and will be supplied with pay calculation and deduction slips and E.I. credits within five (5) working days.

ARTICLE 4:00 - HOURS OF WORK AND OVERTIME

- 4:01 The regular work week shall consist of eight and a half (8.5) hour shift, Monday through Friday. As close as possible to the midpoint of the shift, employees will be allowed one-half (½) hour off for lunch without pay. If any employee is requested to work through their lunch break or requested to end their lunch break early, they will be paid the applicable hourly rate of pay.
- 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 (1½x) times 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 (2x) times the straight time rate of pay.

The first ten (10) hours worked on Saturday shall be paid for at one and one half (1 ½x) times the straight time rate of pay. Hours worked in excess of ten (10) hours on Saturday shall be paid for at (2x) times the straight time rate of pay.

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

(a) The following days shall 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 when a holiday is added by the Provincial Government then a non-proclaimed holiday will be deducted from the list above.

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

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

4:04 Shift work is defined as a continuous operation outside of regular working hours, and shall be worked for a minimum of three (3) consecutive working days; otherwise overtime rates 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 one (1:00) o'clock P.M. and five (5:00) o'clock A.M. Wherever possible, shifts will be rotated on a monthly basis.

4:05 Employees required to perform shift work shall receive a premium over and above the employee's regular day shift rate as follows:

Effective August 1st, 2022 - two dollars (\$2.00) per hour of work as is.

All work performed in excess of eight (8) hours Monday through Friday, and all work performed on Saturday, Sunday and the named Statutory Holidays shall be paid for at the overtime rates provided in Clauses 4:02 and 4:03.

4:06 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) hours occurs.

4:07 Straight time shall be defined as straight time rate for a maximum of eight (8) hours per day, Monday through Friday, and/or forty (40) hours per week.

ARTICLE 5:00 - UNION RIGHTS

5:01 When the Employer requires 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 workers are required, the Employer shall call the Union for them. If the Union is unable to supply qualified people within twenty-four (24) hours, exclusive of Saturdays, Sundays and Holidays the Employer may hire wherever possible, provided workers so hired become members of the Union within ninety (90) days of commencement of employment, or be replaced by the competent Union workers 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.

All new employees must complete the new hire process and required testing before being accepted as a candidate. The jobs will be posted, as above for 24 hours prior to being posted to the public. The Union will be provided reason if an employee with a referral slip is not hired.

All new employees will be considered probationary employees for the first ninety (90) days worked after hiring. In the event that the Company has not had the opportunity to evaluate a new employee during the probationary period the Company will provide written notice to the Union for a one-time extension period of thirty (30) days. Requests to extend probationary periods will not unreasonably be denied. After thirty (30) days worked, the Employer will commence contributions under Article 11:00 and eligibility for Health and Wellness, Pension, and Training shall commence. Probationary period employees may be terminated for reasons other than just cause including performance judged unsatisfactory by the Employer.

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 The Employer shall, on the first pay period of each month, deduct from each employee covered by this Collective Agreement, who has been employed for five (5) days and/or forty (40) hours, the regular union dues of the Union, and remit same together with a list of the names of the employees from whom the deductions were made to the Union not later than the tenth (10th) day of the month following that month the deductions were made.

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 (1) 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 workers 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 their employment for the Employer.

The job steward shall be one of the last two (2) employees laid off in his classification.

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 agent 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 the 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 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 workers 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 (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 employed members with unemployed members. No employee shall leave their 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 workers provided always that the Employer reserves the right to reject workers supplied by the Union in the same manner as any other job applicant.

ARTICLE 7:00 - JURISDICTIONAL DISPUTES

- 7:01 (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.

ARTICLE 8:00 - GRIEVANCE PROCEDURE

8:01 **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 (d) below.

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

- (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 the complaints in writing to the steward who shall, within three (3) days excluding Saturday, Sunday and Holidays, endeavour to settle the complaint between the employee and the 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 Arbitrator Each party shall bear the expense of the Arbitrator as it will be shared equally by the parties.
- (d) If either party fails to agree on a nominated Arbitrator such appointments shall be made in accordance with the *Labour Relations Code*.
- (e) The Arbitrator shall be vested with the authority to decide whether any matter referred to it is arbitrable. The Arbitrator shall make a decision within fourteen (14) days of the appointment of the chairperson. 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 decision of the Arbitrator shall be final and binding on both parties.

ARTICLE 9:00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT

9:01 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 Act* and any refusal on the part of a worker to perform 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.

9:02 It is the responsibility of the Employer to provide all necessary safety equipment as required by the Occupational Health & Safety Act regulations, with the exception of C.S.A. approved safety shoes. It is the responsibility of the employee to supply and wear C.S.A. approved safety shoes. Employees will be subsidized towards the purchase of C.S.A. approved safety shoes, prescription safety glasses and/or winter clothing, upon proof of purchase as follows:

The Employer shall continue to pay all employees, four hundred dollars (\$400.00) for all clothing, including protection from severe weather elements and items such as hard hat liners or previous non-refundable items.

Employees will be paid the second pay period of the calendar year or the second pay period after recall/probation. Employees recalled/not eligible until after April 1st of the calendar year will be paid two hundred dollars (\$200.00).

Employees requiring prescription glasses will be reimbursed one hundred and fifty (\$150.00) every 24 months when a receipt /prescription is provided.

9:03 In areas where excessive noise could cause hearing damage, employees shall be required to wear hearing (noise) protection. Such areas shall be identified by the Joint Safety Committee. Hearing protection equipment shall be provided free of charge by the Employer.

ARTICLE 10:00 - WORKING CONDITIONS

10:01 Sanitary Facilities

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.

10:02 Break times

All employees covered by this 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 rest period on the job during working hours. It is, however, understood that this shall be in such a manner to least interfere with the normal operation of the job.

10:03 Fresh drinking water

Fresh drinking water in approved sanitary containers, and paper cups, shall be provided and placed in convenient locations on all jobs.

10:04 Reporting Time Pay

An employee reporting for work shall receive two (2) hours pay at their regular rate unless notified at least three (3) hours prior to their regular starting time not to report for work. If an employee commences work they shall receive a minimum of three (3) hours pay.

10:05 Call-Out Pay

- (a) 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.
- (b) During winter months when the boiler is kept fired and an employee is assigned to go in to check the boiler, the call-out paid for time spent simply checking/blowing down the boiler shall be three (3) hours pay at straight time rates.
- (c) Employees on call outside of their regular hours of work shall be paid three (3) hours straight time on the required days. An employee may be requested to take the Service Truck home to respond to a call-out during normally scheduled days off. In the case of an on-call call out two (2) hours pay at the overtime rate when no more time is required.

10:06 Jurisdiction

The Employer may require an employee to perform work within their jurisdiction for the three (3) hour call-out.

10:07 Overtime Meals

Should the Employer require an employee to work more than twelve (12) hours in any shift, they shall be paid fifteen dollars (\$15.00). Should an employee be required to continue work, then an additional payment shall be made every four (4) hours.

ARTICLE 11:00 - EMPLOYER CONTRIBUTIONS

11:01 Health and Wellness - Effective March 1st, 2025, the Employer shall pay one dollar and ninety cents (\$1.90) per hour for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund.

For Employees the year after the year in which the Employee turns seventy-one (71) – Effective March 1st, 2025, the Employer shall pay two dollars and fifteen cents (\$2.15) per hour for each hour worked by each Employee. This enhanced premium contribution will commence the year after the year in which the Employee turns seventy-one (71).

Effective March 1st, 2026, the Employer shall pay one dollar and ninety-five cents (\$1.95) per hour for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust fund.

For Employees the year after the year in which the Employee turns seventy-one (71) – Effective March 1st, 2026, the Employer shall pay two dollars and twenty cents (\$2.20) per hour for each hour worked by each Employee. This enhanced premium contribution will commence the year after the year in which the Employee turns seventy-one (71).

The Employer shall not later than the tenth (10th) of each month, electronically transfer Health and Wellness Trust Fund Contributions for the previous month. The Company's bi-weekly pay periods may prohibit the transfer of funds for the complete previous month's contributions by the tenth (10th) of the month. The Company will advise the Trust Fund Administrator, as advised by the Union Business Agent, via a remittance schedule to be provided prior to the beginning of the year.

11:02 **Pension** – Effective March 1st, 2025, the Employer shall pay four dollars and sixty cents (\$4.60) 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.

The Employer shall not later than the tenth (10th) of each month, electronically transfer Pension Trust Fund contributions for the previous month.

The Company's bi-weekly pay periods may prohibit the transfer of funds for the complete previous month's contributions by the tenth (10th) of the month. The Company will advise the Trust Fund Administrator, as advised by the Union Business Agent, via a remittance schedule to be provided prior to the beginning of the year.

As required by law, where the Employer can no longer make pension contributions on behalf of an employee after the calendar year in which they turn 71, contributions from the Employer will cease.

11:03 **Apprenticeship and Education** –The Employer shall pay twelve (\$0.12) cents per hour for each hour worked by each employee into the Operating Engineers Local 955 Apprenticeship and Education Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. The Union will direct five cents (\$0.05) per hour worked by each employee, of these contributions, to the International Training Fund.

The Employer shall, not later than the tenth (10th) of each month, electronically transfer Apprenticeship and Education Trust Fund contributions for the previous month. The Company's bi-weekly pay periods may prohibit the transfer of funds for the complete previous month's contributions by the tenth (10th) of the month. The Company will advise the Trust Fund Administrator, as advised by the Union Business Agent, via a remittance schedule to be provided prior to the beginning of the year.

In the event the Operating Engineers are not able to offer required courses that meet the needs of the Company, either in content or timing, the Company will source an external offering, and the Operating Engineers will reimburse the Company for the training

ARTICLE 12:00 - WAGE RATES AND CLASSIFICATIONS - SCHEDULE "A"

- Group 1A – Certified Journeyperson: Heavy Duty Mechanic/Welder
- Group 1B – Batch Plant Operator
- Group 1D – Loader Operator
- Group 3 – Plant/Yard/Shop Labourer

Applicable increase paid second pay period after ratification

The Company will increase wages:

- March 1, 2025 – 3% retroactively
- July 14, 2025 + G1A \$2.38, G1B \$1.91, G1D \$1.58, G3 \$1.31
- March 1, 2026 – 2.5%
- March 1, 2027 – 3%

Effective March 1, 2025 – 3%

Classification	Base Wage	Training	Pension	H&W	Total Pkg
Group 1A Certified Journeyman: Heavy Duty Mechanic/Welder	\$48.92	\$0.12	\$4.60	\$1.90	\$55.42
Group 1B Batch Plant Operator	\$39.33	\$0.12	\$4.60	\$1.90	\$45.95
Group 1D Load Operator	\$31.43	\$0.12	\$4.60	\$1.90	\$38.05
Group 3 Plant/Yard/ Shop Labourer	\$26.27	\$0.12	\$4.60	\$1.90	\$32.89

Effective July 14, 2025

Classification	Base Wage	Training	Pension	H&W	Total Pkg
Group 1A Certified Journeyman: Heavy Duty Mechanic/Welder	\$51.30	\$0.12	\$4.60	\$1.90	\$57.92
Group 1B Batch Plant Operator	\$41.24	\$0.12	\$4.60	\$1.90	\$47.86
Group 1D Load Operator	\$33.96	\$0.12	\$4.60	\$1.90	\$40.58
Group 3 Plant/Yard/ Shop Labourer	\$28.37	\$0.12	\$4.60	\$1.90	\$34.99

Effective March 1st, 2026 – 2.5%

Classification	Base Wage	Training	Pension	H&W	Total Pkg
Group 1A Certified Journeyman: Heavy Duty Mechanic/Welder	\$52.59	\$0.12	\$4.60	\$1.95	\$59.26
Group 1B Batch Plant Operator	\$42.28	\$0.12	\$4.60	\$1.95	\$48.95
Group 1D Load Operator	\$34.81	\$0.12	\$4.60	\$1.95	\$41.48
Group 3 Plant/Yard/ Shop Labourer	\$29.08	\$0.12	\$4.60	\$1.95	\$35.75

Effective March 1st, 2027 – 3.0%

Classification	Base Wage	Training	Pension	H&W	Total Pkg
Group 1A Certified Journeyman: Heavy Duty Mechanic/Welder	\$54.17	\$0.12	\$4.60	\$1.95	\$60.84
Group 1B Batch Plant Operator	\$43.55	\$0.12	\$4.60	\$1.95	\$50.22
Group 1D Load Operator	\$35.86	\$0.12	\$4.60	\$1.95	\$42.53
Group 3 Plant/Yard/ Shop Labourer	\$29.96	\$0.12	\$4.60	\$1.95	\$36.63

12:01 **Tool Allowance** – Effective January 1, 2018, all employees employed as journeyman mechanics will be provided a payment of two thousand five hundred dollars on July 1 (on active role) of that calendar year if they were hired prior to January 1 of that year. Employees hired after January 1 and prior to October 1 will be paid one thousand two-hundred and-fifty dollars (\$1250.00), after probation eligibility is met, between July 1 and October 1.

Apprentices will be reimbursed at sixteen hundred dollars (\$1600) on April 1st and October 1st of each year. Apprentice must be current with in-class time including passing the exam for that program to maintain eligibility. In the year in which an apprentice achieves journeyman status they will receive no more than two-thousand five hundred dollars (\$2500.00).

ARTICLE 13:00 - SPECIAL PROVISIONS

13:01 When an employee works in a higher wage classification for more than one (1) hour, they shall be paid the higher rate for such time worked. If they work more than four (4) hours at a higher wage classification they shall be paid the higher wage classification for the entire shift. The time worked to qualify for the higher wage classification is in addition to time worked relieving another employee who is on their lunch, coffee and/or a washroom break.

13:02 The Employer shall provide coveralls to the employees in the bargaining unit, at no cost to those employees.

13:03 The Employer may designate an employee as lead hand and they will act as a leader of a group or groups of employees working on similar or related work. They will assign work to employees as directed by the supervisor and works along with and coordinates work

among them. In addition, lead hands will be trained to provide safety leadership.

Lead hands shall be paid a premium of two dollars and fifty cents (\$2.50) per hour worked over and above their regular rate of pay as follows;

Effective August 1st, 2022 three dollars (\$3.00) per hour worked.

- 13:04 Regular employees who have completed one (1) or more years of service with the Employer shall be entitled to compassionate leave as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence. They shall be compensated for hours lost from the regular schedule on Monday through Friday. Maximum compensation shall be eight (8) hours per day for three (3) days. If and employee is required to travel beyond three hundred (300) kilometers one way to attend the funeral, they shall be given one (1) additional day with pay. In extenuating circumstances involving bereavement, employees will, upon request, be granted an extended unpaid leave.

Members of the employee's family are defined as the employee's spouse, mother, father, sons, daughters, sisters, brothers, mother-in-law, father-in-law, grandfather and grandmother, brothers-in-law and sisters-in-law.

It will be the responsibility of the Employee to provide documentation substantiating the leave.

13.05 Class 5 Powering Engineering

Employees trained in the operation of the boilers and possess a valid class 5 power engineering certification, shall continue to be paid a premium of one dollar and fifty cents (\$1.50) per hour worked over and above their regular rate of pay as follows:

13.06 Accommodation Requirements

When an employee has an accommodation request it is the primary obligation of the employee to provide all required medical information that is reasonable to support limitations including any additional information asked for by the Company. The Company is not required to pay for time and notes when it is an accommodation request.

- 13.07 Dual Ticket Premium – Employees, in the Group 1 Maintenance Classification, who are required by the employer to have more than one trade ticket will be paid a one dollar and fifty cent (\$1.50) premium for all hours worked.

ARTICLE 14:00 - SENIORITY, ANNUAL VACATIONS, ANNUAL VACATION PAY AND GENERAL HOLIDAYS

The Employer recognizes the principle of Seniority for all employees.

14:01 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 Article.
- (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 Article
 - iv Lay-offs for more than eight (8) months
- (c) Ability, seniority and efficiency 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 criterions will govern the case of grievances and where ability is equal as determined by the Company, 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 first (1st) day of January of each year. Any errors shall be reported to the Shop 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.

14:02 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.

14:03 Annual Vacation Pay – Amounts to be paid on each pay deposit

- (a) All employees with less than five (5) years' service, shall receive four (4%) percent of gross pay.

- (b) All employees with five (5) years' service or more, shall receive six (6%) percent of gross pay.
- (c) All employees with twelve (12) years' service or more, shall receive eight (8%) percent of gross pay.
- (d) All employees with twenty-one (21) years' service or more, shall receive ten (10%) percent of gross pay.
- (e) A vacation planning schedule will be posted on January 2nd of each year. Employees will have until April 30th in which to elect vacation for the entire year. The Company may stagger vacations in order to maintain continuity and efficiency in the operation. Should more employees elect the same block of vacation than can be accommodated by the Company: priority will be granted to the senior employee. Vacation Scheduling will be done on a weekly basis, rather than a daily basis, wherever practical, to ensure minimal disruption to operations.

After April 30th, vacation requests will be deemed set and not subject to further adjustments through seniority bumping. Vacation requests after April 30th will require four (4) weeks written notice to the Company indicating their intent to take vacation and will be granted at the discretion of the Company, only if business requirements permit.

14:04 **General Holidays**

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

- (a) General holiday pay shall be paid on the basis of eight (8) hours pay for each of the named General Holidays provided an employee has been in attendance at their normal employment on the last working day before and the first working day after such holiday, unless excused by the proper Employer representative. his permission is to be in writing and signed.

ARTICLE 15:00 - EFFECTIVE DATE AND DURATION OF AGREEMENT

- 15:01 This Agreement shall be in full force and effect as of March 1, 2025, and continue in effect until February 29, 2028, 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 this Collective Agreement, request the other party to the Collective Agreement to commence collective bargaining. Such notice shall be given by registered mail. In such event, the provisions of this Collective Agreement continue until either party commences a lawful strike or lock-out.
- 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 *Alberta Labour Relations Code* have been exhausted.

SIGNED this 25th day of November, 2025 on behalf of

Heidelberg Edmonton Concrete

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

[Redacted Signature]

Jim Eisenkrein
General Manager

[Redacted Signature]

Chris Flett
Business Manager

[Redacted Signature]

Randy Perrotta
Area Operations Manager

[Redacted Signature]

Declan Regan
President

[Redacted Signature]

Stephen Abrahams
Director, Labour Relations

[Redacted Signature]

Kristin Jarvis
Labour Relations Manager