

AMRIZE CANADA INC.
MOSPORT QUARRY

~and~

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 793



Effective: May 1, 2026
Expiry: April 30, 2029

TABLE OF CONTENTS

ARTICLE 1 – INTENT AND PURPOSE	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 - UNION REPRESENTATION	2
ARTICLE 4 - STRIKES OR LOCKOUTS.....	3
ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP	3
ARTICLE 6 - CHECKOFF	4
ARTICLE 7 - WAGES AND RATES OF PAY.....	4
ARTICLE 8 - OVERTIME AND SUNDAY LABOUR	5
ARTICLE 9 - VACATIONS AND VACATION PAY	6
ARTICLE 10 - PAID HOLIDAYS	7
ARTICLE 11 - SENIORITY AND LAYOFFS	8
ARTICLE 12 - JOB POSTINGS.....	9
ARTICLE 13 - HEALTH AND ACCIDENT SICKNESS INSURANCE	10
ARTICLE 14 - SAFETY AND PROTECTIVE EQUIPMENT	11
ARTICLE 15 - REST PERIODS, LUNCHROOM AND WASHROOM FACILITIES	12
ARTICLE 16 - LEAVES OF ABSENCE WITH AND WITHOUT PAY	12
ARTICLE 17 - BEREAVEMENT LEAVE	13
ARTICLE 18 - GRIEVANCE PROCEDURE.....	14
ARTICLE 19 - ARBITRATION	15

ARTICLE 20 – DISCIPLINE & DISCHARGE.....	15
ARTICLE 21 - PENSION PLAN	16
ARTICLE 22 - DURATION.....	16
SCHEDULE “A”	18

ARTICLE 1 – INTENT AND PURPOSE

- 1.01 The intent and purpose of this agreement is to promote co-operation and harmony, to recognize the mutual interests of the parties, to provide a channel through which information and problems may be communicated from one party to the other, to formulate rules to govern the relationship between the Union and the Company, to promote operational efficiency, a high level of customer service and job security for the employees and profitability for the enterprise and to set forth herein, the basic agreement controlling rates of pay, hours of work, dispute resolution procedures and conditions of employment for all employees subject to the provisions of this agreement.
- 1.02 The Union and Company agree, the terms of the *Employment Standard Act* (“ESA”) establishes minimum requirements for employment. No Employer or agent of an Employer and no employee or agent of an employee shall contract out of or waive an employment standard and any such contracting out or waiver is void. As such where the Collective Agreement has terms that are superior to those found in the ESA, Collective Agreement terms shall prevail and are effective immediately.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 The Agreement covers all employees of the Employer in the bargaining unit that is all employees of Amrize Canada Inc. at its gravel pits in the town of Orono, Ontario, save and except supervisors, persons above the rank of supervisors, and office and clerical staff. Supervisory employees will not perform duties normally performed by employees of the bargaining unit when it results in the layoff or loss of overtime wages to an employee in the bargaining unit. This shall not prevent any supervisory employee from performing the necessary duties of instruction, start-up and experimental work, and from operating equipment in emergencies.
- 2.03 Supervisory employees will not perform duties normally performed by employees of the bargaining unit when it results in the layoff or loss of overtime wages to an employee in the bargaining unit. This shall not prevent any supervisory employee from performing the necessary duties of instruction, start-up and experimental work, and from operating equipment in emergencies.

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- 2.04 The Employer agrees that the International Union of Operating Engineers, Local 793 and its duly appointed representatives are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 The Union acknowledges that it is the function of the Employer:
- a) to manage the enterprise, including the scheduling of work and the control of materials, the right to study and introduce new or improved safety methods;
 - b) to maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees, provided such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;
 - c) to hire, direct, transfer, promote, demote, lay off, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the grievance procedure in Article **18**.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 The business representatives of the Union shall, after first receiving permission from the Plant Manager or their designate in the course of their duties, have access to the work site on which the employees covered by this Agreement are employed. Such visits will not interfere with the work except to correct a safety violation.

The Union shall have the right to appoint Stewards. It will be their duty to assist the Company and the Union members in enforcing the provisions of this agreement. The steward shall have seniority over all employees during their term of office, for lay-off, and recall purposes, provided the steward has the qualifications, skills and ability to perform the available work.

- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, and the Employer will pay such stewards at their regular hourly rates while attending to such matters. The Employer will pay for two (2) employees for time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours.

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- 3.04 It is agreed that at least once every two (2) months during operating season, labour-management meetings will be held for the purpose of discussing any matters of mutual interest or concern including safety or health. An International Union of Operating Engineers, Local 793 Representative may attend such meetings if this is requested by an employee or the Employer.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

- 4.01 The Company agrees that there will be no lock-out during the term of this agreement.
- 4.02 The Union agrees that there will be no strikes or slowdowns, either complete or partial, or other collective action, which will stop or interfere with operations during the term of this agreement.
- 4.03 The words “Strike” and “Lockout” as defined in this Agreement shall mean “strike” and “lockout” as defined in The Ontario Labour Relations Act.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.02 New employees will be hired on a probationary period of ninety (90) calendar days and thereafter shall attain regular employment status. During the probation period they shall be paid one dollar (\$1.00) per hour below the job rate. An absence from regular duties greater than five (5) Days shall extend the probationary period for the same period in order to allow the Company to adequately assess job performance. Their respective seniority shall be dated back to the date of beginning of employment.
- 5.03 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. It is understood that the Company may discharge a probationary employee at its sole discretion, provided that this right is not exercised in bad faith.

- 5.04 The Employer will not discriminate against any employees because of Union membership and will inform all new employees of the contractual relationship between the Employer and the Union. New employees will be referred by the Employer to a steward or International Union of Operating Engineers, Local 793 Representative in order to give such steward or International Union of Operating Engineers, Local 793 Representative an opportunity to describe the Union's purpose and collective agreement to such new employees.

ARTICLE 6 – CHECKOFF

- 6.01 The Company agrees that all employees of the Company within the bargaining unit shall, as a condition of employment secure membership in the Union within ninety (90) days worked and maintain such membership in good standing during the term of the agreement. Each new employee, and as a condition of employment, and at the time of hiring, shall sign a regular check-off form for union dues and assessments. It is understood that each new employee shall be subject to payment of Union dues from the first day of employment. Upon ninety (90) days worked, each new employee shall sign a duplicate check-off form for initiation fee. Such form shall be supplied by the Union and the Company undertakes to have employees sign all such forms.
- 6.02 The Union will supply the Company with Application for Union Membership-Dues Deduction Authorization Forms. The Company shall mail, fax or electronically file (where applicable), a copy of all completed Union Membership-Dues Deduction Authorization Forms to the Local Union Business Representative as soon as reasonably practicable
- 6.03 The check off system of Union initiation and dues shall be made operative for the lifetime of this agreement.
- 6.04 The Employer agrees to deduct from each employee in the bargaining unit, Working Dues at the rate of two percent (2%) per hour for each hour earned based on the wage package. All dues, fees and assessments so deducted shall be remitted together with Pension contributions set out in this Agreement on or before the 15th day of the month following the month in which such deductions were made. The Employer shall, when making all remittances to the Union, identify employees both by name and Social Insurance Number and indicate the amount deducted from each employee.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof.

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- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union.
- 7.03 The Employer agrees to pay four (4) hours of wages in the event that an employee who reports for work in the usual manner is prevented from starting work due to any cause not within his control, or that there is no other alternative work available for him. An employee who refuses reasonable alternate work offered, shall be paid for actual hours worked only.
- 7.04 An afternoon shift premium of one dollar (\$1.00) per hour shall be paid in addition to the applicable hourly rate, to all employees scheduled to work any shift which starts after 1:00 p.m.
- 7.05 Employees will be paid bi-weekly on Fridays via direct deposit in accordance with the Employer's pay practice. Upon receipt of a written request the Employer will print and mail paystubs to employees at their home address on record.

ARTICLE 8 - OVERTIME AND SUNDAY LABOUR

- 8.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 8.02 The regular workweek shall consist of five (5) eight and one-half (8.5) hour workdays, Monday through Saturday inclusive.
- 8.03 Work performed, on Saturday, in excess of forty-four (44) hours Monday to Saturday inclusive, shall be paid at the rate of one and one-half times (1.5x) the basic straight time hourly rate. In the event that the employee does not fulfill the forty-four (44) hours during the regular work week, for reasons which they are culpable, they shall only receive the one and one-half times (1.5x) their basic hourly rate after the forty-four (44) hour weekly threshold has been met.
- 8.04 Work performed in excess of 10.5 hours per day shall be paid at the rate of time and one-half (1.5x) the regular hourly rate. Work performed in excess of twelve (12) hours per day shall be paid at the rate of two times (2x) the regular hourly rate and shall not count towards the weekly overtime threshold of the weekly overtime at 44 hours of work.
- 8.05 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours. The Employer

agrees to respect the convictions of workers who prefer not to work on Sunday and will not discriminate against them.

- 8.06 Should the Employer request an employee to work at least one (1) hour in excess of twelve (12) hours, the Employer shall have the option of providing a hot meal or paying a meal allowance of thirty (30) minutes at the employee's appropriate overtime rate.
- 8.07 The Employer must provide employees no less than a minimum of seventy-two (72) hours notice of any permanent shift change.
- 8.08 Overtime opportunities shall be offered in order of seniority (skills and ability applicable).

ARTICLE 9 - VACATIONS AND VACATION PAY

- 9.01 Employees who have completed one (1) year of service but fewer than three (3) years of service with the Employer shall be entitled to receive two (2) weeks of vacation and an amount equal to four (4) percent of their total gross earnings in vacation pay.
- 9.02 Employees who have completed three (3) years of service but fewer than five (5) years of service with the Employer shall be entitled to receive three (3) weeks of vacation and an amount equal to six (6) percent of their total gross earnings in vacation pay.
- 9.03 Employees who have completed five (5) years of service but fewer than fifteen (15) years of service with the Employer shall be entitled to receive four (4) Weeks of vacation and an amount equal to eight (8) percent of their total gross earnings in vacation pay.
- 9.04 Employees who have completed more than fifteen (15) years of service with the Employer shall be entitled to receive five (5) weeks of vacation and an amount equal to ten percent (10%) of their total gross earnings in vacation pay.
- 9.05 To facilitate the scheduling of vacations, a vacation schedule shall be posted during the first week of the operating season. Employees shall indicate on the vacation schedule their time of vacation preference. The Employer will endeavour to grant vacations at the time requested considering business requirements. A final schedule shall be posted thirty (30) days later. If two (2) or more employees request the same vacation period, seniority shall apply.

9.06 For the purposes of this article, "years of service" shall be the seniority of the employee and the "gross earnings" shall be pro-rated in the year in which an employee changes to a higher percentage. Vacation pay shall be calculated as of June 30th in each year.

9.07 The employee shall only be entitled to take a vacation of up to two (2) weeks during any peak period. Extensions may be granted by special permission by the Employer.

ARTICLE 10 - PAID HOLIDAYS

10.01 The Employer agrees to pay to each eligible employee an amount equal to the employee's regular straight time hourly rate multiplied by the number of hours the employee is regularly scheduled to work on a shift, for the following ten (10) holidays;

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Family Day.

The basis of payment will be the employees' regular scheduled shift at straight time rate. The work performed on any of the holidays mentioned in Article 10.01 shall be paid at the rate of one and one-half (1/2) times the regular rate in addition to the holiday pay.

10.02 The provisions outlined in Articles 10.01 and 10.02 shall apply only to employees who:

- a) Have worked or are available for work the regularly scheduled workday immediately preceding and the regularly scheduled workday immediately following the holiday. Any employee who is absent with the permission of the Employer on either or both of the qualifying days shall receive pay as aforesaid for such holiday;
- b) In the event that an employee is recalled in the week of a statutory holiday as described in 10.01, the employee shall be paid for the holiday. The employee must meet all qualifying requirements of Article 10.03 a);
- c) Provided the employee has worked within the four (4) work weeks immediately prior to the Holiday and his regular scheduled shift after the holiday.

When one of the above-mentioned holidays falls on a Saturday or Sunday, the day

10.03 Proclaimed shall be the day observed. If no other day is proclaimed, the employees shall be paid the holiday in accordance with the conditions outlined in Articles 10.01 or 10.02.

Statutory holidays may be substituted for a different date by mutual agreement of both parties. The Employer shall date and post a written statement, prior to the holiday. In the event mutual agreement is not reached Management reserves the right to schedule its shifts and operations based on its operational dictates.

10.04 Should any holiday fall during the vacation period of an employee, he shall be paid for such holiday at an amount equal to the employee's regular straight time hourly rate multiplied by the number of hours the employee is regularly scheduled to work on a shift, in addition to their vacation pay.

10.05 For the purpose of calculating overtime, the paid holiday shall be considered as time worked.

ARTICLE 11 - SENIORITY AND LAYOFFS

11.01 New employees shall be placed on the seniority list at the end of their probationary period, and their respective seniority shall be dated back to the date of beginning employment.

11.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.

11.03 Seniority rights shall cease for any employee who:

- a) voluntarily quits the employ of the Employer;
- b) is discharged and such discharge is not reversed through the grievance procedure;
- c) fails to report on the first day following the expiration of a leave of absence, unless they provide reasonable justification for such absence;
- d) is laid off for a continuous period of more than six (6) consecutive months;
- e) or fails to report for work without notice, for three (3) consecutive days, unless they provide reasonable justification for such absence.

11.04 When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of layoff and in doing so they shall be guided by the

following considerations:

- a) seniority standings of the employees;
- b) ability of the employees to perform the available work;
- c) In the event there is a dispute, seniority shall prevail.

11.05 In the event of a layoff of at least twenty (20) working days, or the removal of a particular classification, the employee(s) directly affected by the layoff may apply prior to the actual layoff for another job classification providing the employee(s) has more seniority and the qualifications, skill and ability to perform the work in that classification.

11.06 The Employer shall give one (1) week's notice of layoff when possible.

11.07 The Employer shall not be required to give one (1) week's notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.

11.08 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.

11.09 Any employee laid off and recalled for work must return within four (4) work days when unemployed and within seven (7) workdays when employed elsewhere, after the Employer has sent such employee notice of recall by registered mail or courier delivery to their last known address on record, or make definite arrangements with the Employer to return. It is the responsibility of the employee to advise the Employer of their last address.

ARTICLE 12 - JOB POSTINGS

12.01 Where vacancies occur, notices of such vacancies shall be posted on the bulletin boards for a period of seven (7) normal working days, with applicable details related to the job roles and responsibilities. Applications for such vacancies are to be made within the seven (7) day period. Within a further two (2) working days, the Employer shall post the name of the successful applicant and place them in the vacancy within a reasonable time.

12.02 When an applicant for a posted job is not awarded that particular job, reason shall be given by the Employer to the stewards if requested.

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- 12.03 When an employee is awarded a posted job, they are to be given a trial period of up to twenty (20) working days, and in the event the employee cannot perform the duties, they shall be allowed to return to their former classification.
- 12.04 When an employee is transferred from one classification to another on a temporary basis, the employee shall return to their former classification after the temporary work has been completed. Employees temporarily transferred into a classification with a higher rate of pay shall be entitled to the higher rate of pay for the duration of the temporary transfer, provided the employee has worked greater than one (1) hour in the higher paid classification.
- 12.05 When two or more employees submit applications for a job posting, and where two or more employees are competent and qualified then seniority shall prevail.

ARTICLE 13 - HEALTH AND ACCIDENT SICKNESS INSURANCE

- 13.01 The Employer agrees to pay 80% and the employee pays 20% of the premium cost of a group insurance plan for all employees who have completed their probationary period.

The group insurance plan shall provide:

- a) Life Insurance: forty-eight thousand (\$48,000.00) dollars;
- b) Accidental Death and Dismemberment: forty-eight thousand (\$48,000.00) dollars;
- c) Extended Care Plan with semi-private hospitalization coverage, a drug plan with an 80/20 co-insurance on prescription drugs and a vision care plan paying a maximum of three hundred (\$300.00) dollars total for contact lenses or eye-glasses and frames, in addition, one (1) eye exam for each covered individual, during each twenty-four (24) month period with the addition of a drug card;
- d) A Weekly Indemnity Plan with benefits set at the maximum U.I.C. level on 1/1/8/26 basis with all rebates to the Employer;
- e) Dental Plan with 80% coverage equivalent to Blue Cross #9, Rider #2 with a 50% co-insured based at the O.D.A. fee schedule in the current calendar year;
- f) Paramedical Coverage – Annual maximum of two thousand, five hundred (\$2,500.00) dollars per contract year for combined Paramedical Practitioner visits:

Chiropractor
Naturopath
Osteopath
Physiotherapy
Massage Therapist (Must be a Registered Massage Therapist)

- g) The Employer will provide Short Term Disability Benefits as follows; Short Term Disability Insurance to provide 26 weeks at 60% of the employees weekly earnings to a maximum benefit equal to the maximum weekly payment under the Employment Insurance Act

- h) The Employer will provide Long Term Disability Benefits as follows; Long Term Disability Insurance to provide a monthly benefit of two thousand, two hundred (\$2,200.00) dollars, non-integrated for non-industrial causes payable upon the expiration of the Weekly Indemnity Benefit up to age sixty-five (65) or return to work, whichever comes first.

13.02 Premiums as aforementioned shall be remitted directly by the Employer. In the event of a layoff, sickness or accident, the Employer will continue to remit the premiums for life insurance, an extended care for a period of up to five (5) months.

ARTICLE 14 - SAFETY AND PROTECTIVE EQUIPMENT

- 14.01 The Employer will provide a place of employment which shall be safe for the employees and shall use necessary or required safety devices and shall adopt and use methods and processes to render it safe and shall do whatever is reasonably necessary to protect the life, health, and safety of the employees. It is understood that the employees will wear protective equipment and clothing when required.

- 14.02 The Employer agrees to supply each employee with appropriate safety hats free of charge, if needed in their duties.

- 14.03 The Employer agrees to supply employees with appropriate masks, filters and goggles where this equipment is needed in their duties.

14.04 Upon ratification, for seniority employees, the Employer will contribute two hundred and fifty dollars (\$250.00), yearly towards the cost of safety boots, CSA approved rubber boots, or Employer approved outdoor clothing purchased during the current year. Employees must furnish the Employer with the receipt obtained when purchasing safety boots or clothing. Employees must wear safety boots at all times while at work. The Employee must ensure such Safety boots are CSA approved and are 8-inch boots, laced all the way to the top.

The Employer will continue to provide CSA approved rubber boots to employees, as required, and approved by management.

14.05 In accordance with the *Occupational Health & Safety Act* of the Province of Ontario, the Employer and the Union agree that where a joint health & safety committee is required for the workplace, such a committee will be formed with at least two (2) members appointed by the Employer and at least two (2) members elected by the Union. In the event that a member representing the Union resigns from their position on this committee, the Union shall ensure that another member is elected or appointed by the Union within thirty (30) calendar days of notification of the vacancy.

14.06 The employer will provide prescription safety glasses of approved type to those requiring them, a maximum of once in a twenty-four (24) month period. Transition lenses to be included in the approved list for safety glasses up to a one hundred (\$100.00) dollar limit.

To obtain prescription safety glasses, written authorization must be obtained from the Plant manager and submitted with the medical prescription to the vendor approved by the Employer.

Replacements will be provided only where requested. Employees must wear safety glasses while at work.

ARTICLE 15 - REST PERIODS, LUNCHROOM AND WASHROOM FACILITIES

15.01 Employees will be given a minimum of one-half (1/2) hour lunch period for each shift, without pay.

15.02 There shall be two (2) rest periods (or coffee breaks) with pay of fifteen (15) minutes duration each, daily, one in the forenoon and one in the afternoon.

15.03 The Employer agrees to provide sanitary lunchroom facilities and washroom facilities with running hot and cold water. Employees shall co-operate in maintaining reasonable cleanliness of these facilities.

ARTICLE 16 - LEAVES OF ABSENCE WITH AND WITHOUT PAY

- 16.01 The Employer may grant leaves of absence without pay and without loss of seniority rights for the following reasons:
- a) visiting out of the country when leave of absence does not conflict with the Employer's interests;
 - b) marriage, sickness, death in the immediate family;
 - c) the union meetings or conventions other than this plant, unless the selected employee is urgently required by the Employer for production, in which case the Union may select another employee to fill the place;

The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of a leave of absence that such request for extension is justified.

- 16.01 The Employer will also grant job protected leaves, including but not limited to pregnancy and parental leave, critical illness leave, personal emergency leave, family caregiver leave, organ donor leave, family medical leave, domestic or sexual violence leave, and reservist leave, in accordance with the *Employment Standards Act*.
- 16.02 Jury Duty - If an employee is required to serve on jury duty or appear as a crown witness, the Employer agrees to pay the difference between such jury pay and the employees normal day's pay for those days on which the employee loses time at work as a result of jury duty and provided that the employee reports for work immediately upon being released from jury duty.
- 16.03 Childbirth - When an employee goes off to celebrate the birth of their child the Employer will provide three (3) days paid for parental leave.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 The Employer agrees to pay up to three (3) shifts bereavement pay to an employee who attends the funeral of their immediate family. Immediate family includes parent, parent-in-law, grandparent, grandparent-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law, and grandchild. The Employer agrees to pay one (1) shift bereavement pay to a seniority employee for observance of death in their immediate family when they are unable to attend the funeral. The Employer may, at its own discretion, grant additional time-off up to a maximum of two (2) shifts in special situations.

- 17.02 In the event an employee is bereaved of a family member as outlined in Article 17.01, the employee shall be granted a leave of absence of up to three (3) days with pay, to attend or arrange the funeral.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.01 A grievance shall be a difference, dispute or complaint arising over the interpretation, application or alleged violation of this Agreement. At Step 2 below, an employee grievance shall be submitted in writing and signed by the employee and shall include the Article in this Agreement in dispute. In situations where the employee is unable to sign a grievance due to legitimate reason, the grievance may be signed by a Union official, and such will not detract from the arbitrability of the grievance.

Step 1

By a discussion between the aggrieved employee and their immediate supervisor, the parties shall attempt to resolve the grievance. The employee may be accompanied by their steward. The supervisor shall give their decision within five (5) full working days. Failing settlement, then:

Step 2

Within five (5) full working days following the decision in Step 1, an official or officials of the Union shall meet with representatives of the Company, at which time written records of the grievance shall be presented. The decision shall be given in writing within five (5) full working days following this meeting.

- 18.02 Failing settlement under Step 2 of any difference between the parties arising from the alleged violation of this Agreement, such difference may be taken to arbitration as hereinafter provided, and if no written request for arbitration is received within ten (10) full working days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned.
- 18.03 No complaint or grievance may be submitted or considered under the grievance procedure unless it has been presented within five (5) working days from the time of the incident giving rise to the grievance. All time limits for the filing or moving a grievance to the next step are mandatory time limits, however the parties, and as evidenced in writing, may mutually agree to extend such time frames.
- 18.04 Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.

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- 18.05 Any complaint or grievance arising directly between the Company and the Union shall be originated under Step 2.
- 18.06 It is agreed that all letters of discipline or reprimand will be removed from the employee's file after two (2) years from the date of the occurrence, provided the employee has no other discipline on their file, discipline or reprimands will be removed two (2) years from the date of the last offence.

ARTICLE 19 - ARBITRATION

- 19.01 The parties of this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 18 which has not been settled may be referred to arbitration by the party advancing the grievance within fourteen (14) working days of the reply at Step 2, or by the responding party within seven (7) working days of the reply at Step 2.
- 19.02 The selection of a single arbitrator shall be made within ten (10) days of the notification of desire for private arbitration submitted to either party in accordance with this procedure. In the event the parties have not agreed on an arbitrator within this period of ten (10) days or any mutually agreed to extended period, either party may submit the matter to the Minister of Labour for the appointment of an arbitrator in accordance with Section 48(4) of the *Ontario Labour Relations Act*.
- 19.03 The party who made the request for arbitration shall notify the arbitrator of their appointment within ten (10) days following such appointment.
- 19.04 In the event of any inability of the appointed arbitrator to hear the grievance, the parties shall submit the matter to another mutually agreed on arbitrator. Should the parties be unable to agree on the selection of a new arbitrator within a reasonable period of time after becoming aware of the inability of the first arbitrator to serve, the matter may be referred by either party to the Minister of Labour in the same manner as that outlined in Article 19.02, who shall appoint an arbitrator.
- 19.05 The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions not to give any decisions inconsistent with the terms and provisions of this Agreement.
- 19.06 The decision of the Ontario Labour Relations Board or a private Arbitrator constituted in the above manner shall be binding on the parties of this Agreement.
- 19.07 The parties will share equally the costs of the Arbitrator.

ARTICLE 20 – DISCIPLINE & DISCHARGE

- 20.01 Plant rules shall be reasonable, and the Company will be fair and consistent in application of discipline. Discipline will be prompt and timely following expeditious investigation of the incident.
- 20.02 Disciplinary action to be taken will be determined by the gravity of the offence and the time elapsed since the last offence.
- 20.03 A Union Steward, if requested by an employee, may be present at meetings (beyond verbal warnings) where formal discipline is being imposed. A Union Steward will be required to be present at any discharge meeting. The Company will advise the employee of this right before proceeding with discipline. Verbal warnings must be documented on a form with copies to the employee and Union.
- 20.04 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that they have been discharged without cause, the cause may be taken up as a grievance.

ARTICLE 21 - PENSION PLAN

The parties here to agree that the International Union of Operating Engineers, Local 793 pension plan will become effective for all bargaining unit members. The amount of monies to be paid commencing on May 1, 2026, into the plan by the company shall be seventy-five cents (\$0.75) per hour for each hour earned by each bargaining unit employee in their employ.

ARTICLE 22 - DURATION

- 22.01 This Agreement shall be effective May 1, 2026, and shall remain in effect until the 30st day of April, 2029, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision, of this Agreement no more than one hundred twenty (120) days before the 30st day of April, 2029, or in a like period in any year thereafter.

IN WITNESS WHEREOF, each of the parties hereto has caused this Collective Agreement to be signed by its duly authorized representatives this on 5/12/2026 | 12:43:21 PM EDT.

ON BEHALF OF THE EMPLOYER

**AMRIZE CANADA INC.
MOSPORT QUARRY**

Signed by:

3E81497EBA844A7...
Signature

Shawn Fujioka Mr

Please Print Name and Title
(Note: please complete date line above)

6509 Airport Road
Address


Mississauga, ON L4V1S7
City, Province, Postal Code

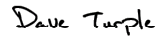
647-616-6784
Telephone and Fax Number(s)


Shawn.fujioka@amrize.com
Email Address


ON BEHALF OF THE UNION


**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 793**


Signed by:

352210FD70D048F...
Mike Gallagher, Business Manager

Signed by:

80FA11B0AAZ149E...
Dave Turple, President

Signed by:

120DF7E2683423...
Rick Kerr, Treasurer

DocuSigned by:

D84A5A354D9418...
Mike Scott, Vice-President

Signed by:

E2DFC09A4610426...
Steve Booze, Recording-
Corresponding Secretary

Signed by:

6FDC8F0AA6BA450...
Recommended by: Torie Coqu

Business Representative

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

Classifications	Hourly Rate effective May 1/ 26	Hourly Rate effective May 1/ 27	Hourly Rate effective May 1/ 28
Mobile Operator	\$32.85	\$33.51	\$34.18
Lab Tech	\$25.10	\$25.60	\$26.11
Scale House	\$27.97	\$28.53	\$29.10

Lead Hand to receive an additional one dollar (\$1.50) per hour above the base wage of the highest classification.

Each classification shall be considered as separate and have no right to work in any other classification.

LETTER OF UNDERSTANDING #1

Between

**AMRIZE CANADA INC. MOSPORT
(hereinafter referred to as "the Employer")**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793
(hereinafter referred to as "the Union")**

RE: Excess Hours of Work Agreement

The parties hereto agree as follows:

The parties acknowledge that:

- a) The Company operates an aggregate quarry at Orono, Ontario;
- b) The Union has bargaining rights for all employees at the above-noted facility (the "Employees") and the parties have entered into a Collective Agreement in effect from May 1, 2026, until April 30, 2029, (the "Collective Agreement") for the above-noted facility;

From time to time, the employees work hours in addition to their regular work hours (as either specified or agreed upon as such), which may result in the employees working hours in excess of the maximum daily and/or weekly hours of work permitted by subsection 17(1) of *Ontario's Employment Standards Act, 2000, S. 2000, c.41, as amended* (the "ESA, 2000").

The parties enter into this excess hours of work agreement in accordance with subsections 17(2) and (3) of the ESA, 2000 in order for the Company to permit the employees to work hours in excess of the maximum daily and/or weekly hours of work as permitted by subsection 17(1) of the ESA, 2000 and the provisions of the Collective Agreement.

From time to time and as may be required by operational needs, employees may be scheduled and/or offered the opportunity to voluntarily work hours in addition to their regular work hours. The employees may work these additional hours up to a maximum of thirteen (13) hours per workday and/or sixty (60) hours per work week; (except where there are emergency circumstances for working beyond these limits in accordance with 19 of the ESA, 2000). Either party (the Company or the Union) may terminate this Agreement two (2) weeks providing written notice of their intent to do so to the other party.