

This Letter of Understanding, entered into on this 13 day of April, 2009

By and Between:

**Construction Labour Relations – An Alberta Association
Operating Engineers (Provincial) Trade Division
(hereinafter referred to as the Registered Employers' Organization)**

and

**International Union of Operating Engineers, Local Union No. 955
(hereinafter referred to as the Union)**

Letter of Understanding

WHEREAS the Registered Employers' Organization and the Union have entered into a collective agreement, which is currently in force and effect, pursuant to Registration Certificate No. 24;

AND WHEREAS representatives of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations, jointly, have considered critically changed circumstances since the initial conclusion of the collective agreement, and there has been a recommendation for adjustment to the collective agreement that has been considered and acted upon by the parties hereto,


AND WHEREAS each of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations, and their constituent Unions or Registered Employers' Organizations, have approved such an amendment

NOW THEREFORE in consideration of the premises and the covenants contained herein the parties by their duly authorized officers agree as follows.

1. That the increase in wages at Article 15.02(a), of the collective agreement scheduled for May 2009 is replaced with the following:
 - a) The previously negotiated wage increase of 6.5% is to be divided equally into 2 increments, the first increment to take effect on May 3, 2009 and the second increment to take effect on November 1, 2009, as set out in Appendix A hereto.
 - b) This redistribution of the May 2009 increase is effective only for Industrial construction work and those wage schedules which refer to Industrial construction work are amended accordingly.

2. The remainder of the collective agreement remains in effect and is affirmed by the parties.
3. This Letter of Understanding attaches to and forms part of the collective agreement.

ALL OF WHICH IS AGREED and executed by the parties, by their duly authorized officers on the date first written above.



The Registered Employers' Organization

P. Bohowski
Business manager, CEO

M. G. Zoungor
VICE PRESIDENT

The Union

Appendix A

15.02(a) Schedule of Wage Rates

	<u>INDUSTRIAL</u>		Health &			
	Base	Vacation	Welfare	Pension	Training	Gross
Group 1, including 2nd Class Steam Engineer						
May 27, 2007	33.81	3.38	2.00	4.50	0.40	44.09
July 1, 2007	34.77	3.48	2.00	4.50	0.40	45.15
May 4, 2008	36.70	3.67	2.00	4.50	0.40	47.27
June 1, 2008	36.74	3.67	2.00	4.50	0.40	47.31
May 3, 2009	38.14	3.81	2.00	4.50	0.40	48.85
Nov 1, 2009	39.54	3.95	2.00	4.50	0.40	50.39
May 2, 2010	41.69	4.17	2.00	4.50	0.40	52.76
Group 2, including 3rd Class Steam Engineer						
May 27, 2007	31.98	3.20	2.00	4.50	0.40	42.08
July 1, 2007	32.90	3.29	2.00	4.50	0.40	43.09
May 4, 2008	34.73	3.47	2.00	4.50	0.40	45.10
June 1, 2008	34.77	3.48	2.00	4.50	0.40	45.15
May 3, 2009	36.11	3.61	2.00	4.50	0.40	46.62
Nov 1, 2009	37.44	3.74	2.00	4.50	0.40	48.08
May 2, 2010	39.49	3.95	2.00	4.50	0.40	50.34
4th Class Steam Engineer						
May 27, 2007	31.07	3.11	2.00	4.50	0.40	41.08
July 1, 2007	31.97	3.20	2.00	4.50	0.40	42.07
May 4, 2008	33.77	3.38	2.00	4.50	0.40	44.05
June 1, 2008	33.80	3.38	2.00	4.50	0.40	44.08
May 3, 2009	35.11	3.51	2.00	4.50	0.40	45.52
Nov 1, 2009	36.41	3.64	2.00	4.50	0.40	46.95
May 2, 2010	38.41	3.84	2.00	4.50	0.40	49.15
Group 3, including Fireman						
May 27, 2007	30.15	3.02	2.00	4.50	0.40	40.07
July 1, 2007	31.03	3.10	2.00	4.50	0.40	41.03
May 4, 2008	32.78	3.28	2.00	4.50	0.40	42.96
June 1, 2008	32.82	3.28	2.00	4.50	0.40	43.00
May 3, 2009	34.10	3.41	2.00	4.50	0.40	44.41
Nov 1, 2009	35.37	3.53	2.00	4.50	0.40	45.80
May 2, 2010	37.32	3.73	2.00	4.50	0.40	47.95
Group 4						
May 27, 2007	28.31	2.83	2.00	4.50	0.40	38.04
July 1, 2007	29.14	2.91	2.00	4.50	0.40	38.95
May 4, 2008	30.80	3.08	2.00	4.50	0.40	40.78
June 1, 2008	30.84	3.08	2.00	4.50	0.40	40.82
May 3, 2009	32.04	3.20	2.00	4.50	0.40	42.14

Nov 1, 2009	33.25	3.32	2.00	4.50	0.40	43.47
May 2, 2010	35.10	3.51	2.00	4.50	0.40	45.51

Group 5

May 27, 2007	26.44	2.64	2.00	4.50	0.40	35.98
July 1, 2007	27.22	2.72	2.00	4.50	0.40	36.84
May 4, 2008	28.79	2.88	2.00	4.50	0.40	38.57
June 1, 2008	28.82	2.88	2.00	4.50	0.40	38.60
May 3, 2009	29.96	3.00	2.00	4.50	0.40	39.86
Nov 1, 2009	31.10	3.11	2.00	4.50	0.40	41.11
May 2, 2010	32.85	3.29	2.00	4.50	0.40	43.04

**Agreement to Amend a Collective Agreement
by and between
Construction Labour Relations – An Alberta Association
Operating Engineers (Provincial) Trade Division
and
International Union of Operating Engineers, Local Union No. 955**

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate #24, and

Whereas, the Collective Agreement was amended pursuant to an Amending Agreement dated July 26th, 2007, and,

Whereas, as a result of further developments in respect to collective bargaining in respect to certain trade jurisdictions for which settlements and CIDRT awards were dated on or after August 10th, 2007, including the activation of cost of living protection included in the collective agreements in those other trade jurisdictions in 2008, the Trade Division has offered and the Union has accepted that the Collective Agreement shall be further amended to be consistent with industrial wage adjustments in those other trade jurisdictions,

Now Therefore it is Agreed between the Parties that, subject to ratification by the Union, the Collective Agreement shall be amended as follows:

1 Article 15.02 shall be amended as follows:

15.02 Schedule of Wage Rates

	<u>INDUSTRIAL</u>					
		Hol. &	Health &			
	Base	Vacation	Welfare	Pension	Training	Gross
Group 1, including 2nd Class Steam Engineer						
May 27, 2007	33.81	3.38	2.00	4.50	0.40	44.09
July 1, 2007	34.77	3.48	2.00	4.50	0.40	45.15
May 4, 2008	36.70	3.67	2.00	4.50	0.40	47.27
June 1, 2008	36.74	3.67	2.00	4.50	0.40	47.31
May 3, 2009	39.54	3.95	2.00	4.50	0.40	50.39
May 2, 2010	41.69	4.17	2.00	4.50	0.40	52.76
Group 2, including 3rd Class Steam Engineer						
May 27, 2007	31.98	3.20	2.00	4.50	0.40	42.08
July 1, 2007	32.90	3.29	2.00	4.50	0.40	43.09
May 4, 2008	34.73	3.47	2.00	4.50	0.40	45.10
June 1, 2008	34.77	3.48	2.00	4.50	0.40	45.15
May 3, 2009	37.44	3.74	2.00	4.50	0.40	48.08
May 2, 2010	39.49	3.95	2.00	4.50	0.40	50.34
4th Class Steam Engineer						
May 27, 2007	31.07	3.11	2.00	4.50	0.40	41.08

July 1, 2007	31.97	3.20	2.00	4.50	0.40	42.07
May 4, 2008	33.77	3.38	2.00	4.50	0.40	44.05
June 1, 2008	33.80	3.38	2.00	4.50	0.40	44.08
May 3, 2009	36.41	3.64	2.00	4.50	0.40	46.95
May 2, 2010	38.41	3.84	2.00	4.50	0.40	49.15

Group 3, including Fireman

May 27, 2007	30.15	3.02	2.00	4.50	0.40	40.07
July 1, 2007	31.03	3.10	2.00	4.50	0.40	41.03
May 4, 2008	32.78	3.28	2.00	4.50	0.40	42.96
June 1, 2008	32.82	3.28	2.00	4.50	0.40	43.00
May 3, 2009	35.37	3.53	2.00	4.50	0.40	45.80
May 2, 2010	37.32	3.73	2.00	4.50	0.40	47.95

Group 4

May 27, 2007	28.31	2.83	2.00	4.50	0.40	38.04
July 1, 2007	29.14	2.91	2.00	4.50	0.40	38.95
May 4, 2008	30.80	3.08	2.00	4.50	0.40	40.78
June 1, 2008	30.84	3.08	2.00	4.50	0.40	40.82
May 3, 2009	33.25	3.32	2.00	4.50	0.40	43.47
May 2, 2010	35.10	3.51	2.00	4.50	0.40	45.51

Group 5

May 27, 2007	26.44	2.64	2.00	4.50	0.40	35.98
July 1, 2007	27.22	2.72	2.00	4.50	0.40	36.84
May 4, 2008	28.79	2.88	2.00	4.50	0.40	38.57
June 1, 2008	28.82	2.88	2.00	4.50	0.40	38.60
May 3, 2009	31.10	3.11	2.00	4.50	0.40	41.11
May 2, 2010	32.85	3.29	2.00	4.50	0.40	43.04

During the term of the Agreement, the Parties may meet to review the Employer contributions to the Health and Welfare Trust Fund Plan. In the event the Parties agree on a required increase of the Employer contributions, the amount of the increase shall be funded from the existing gross wage. The wage schedules shall be adjusted accordingly.

2 The following shall replace **Article 15.02 (b)**:

15.02 (b) Inflation Protection:

The above wage schedules entitled **Article 15.02 Schedule of Wage Rates: Industrial** were calculated using negotiated increases in the second, third, and fourth years of the contract as follows:

May 4, 2008 the gross rate was increased by 5% of the gross rate in effect at the expiry of the 2003 to 2007 Agreement

May 3, 2009 the gross rate was increased by 6.5% of the gross rate in effect on May 4, 2008

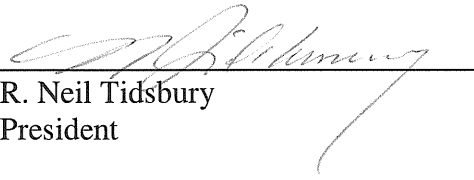
May 2, 2010 the gross rate was increased by 5% of the gross rate in effect on May 4, 2008

Should the CPI Alberta (all items) Rate, as defined in the paragraph below with one percentage point added to it, amount to a higher percentage than the percentage increase negotiated for the next following wage adjustment date, then the above wage schedule will be recalculated to reflect an increase equivalent to such higher percentage.


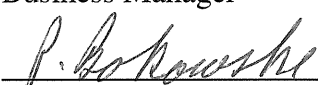
Where the "CPI Alberta Rate" is used in this Agreement, it shall mean the percentage rate of change between the Consumer Price Index published for December of the year immediately prior to the effective date of the wage adjustment, and that for December of the year before that. The indices referenced shall be those published by Statistics Canada on the web page "Consumer Price Index (monthly) (Alberta)" (e.g. <http://www40.statcan.ca/l01/cst01/cpis01j.htm>) "All Items" index.

All of which is Agreed and Signed this 8th day of April, 2008:

For the Trade Division:


R. Neil Tidsbury
President

For the Union:


Ron Macdonald
Business Manager

Paul Bokowski
Assistant Business Manager, President

**PROVINCIAL
OPERATING ENGINEERS
COLLECTIVE AGREEMENT
FOR GENERAL
CONSTRUCTION SECTOR**

by and between

**CONSTRUCTION LABOUR RELATIONS
- An Alberta Association,
OPERATING ENGINEERS (Provincial)
TRADE DIVISION**

- and -

**INTERNATIONAL UNION
OF OPERATING ENGINEERS,
Local Union No. 955**

**May 27th, 2007-to April 30th, 2011
As amended by Amending Agreement dated July 26, 2007**

Published November 16, 2007

Table of Contents

OPERATING ENGINEERS FOR GENERAL CONSTRUCTION SECTOR.....	1
ARTICLE 1.00 - PURPOSE	4
ARTICLE 2.00 - SCOPE.....	4
ARTICLE 3.00 - INDUSTRIAL AND COMMERCIAL/INSTITUTIONAL CONSTRUCTION	5
ARTICLE 4.00 - UNION RIGHTS	6
ARTICLE 5.00 - SUB-CONTRACTORS AND OWNER-OPERATORS	9
ARTICLE 6.00 - NO STRIKES OR LOCKOUTS	10
ARTICLE 7.00 - MANAGEMENT RIGHTS	10
ARTICLE 8.00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT	11
ARTICLE 9.00 - VACATIONS AND GENERAL HOLIDAYS	11
ARTICLE 10.00 - TRANSPORTATION, ACCOMMODATION, AND LOCAL RESIDENTS	12
ARTICLE 11.00 - GRIEVANCE PROCEDURE AND JURISDICTIONAL DISPUTES	29
ARTICLE 12.00 - HOURS OF WORK	33
ARTICLE 13.00 - WORKING CONDITIONS.....	35
ARTICLE 14.00 - EMPLOYER CONTRIBUTIONS	38
ARTICLE 15.00 - CLASSIFICATIONS AND WAGE RATES	40
ARTICLE 16.00 - APPRENTICES & HELPERS	48
ARTICLE 17.00 - FOREMEN	50
ARTICLE 18.00 - PAY DAYS.....	52
ARTICLE 19.00 - DURATION OF AGREEMENT	53
ARTICLE 20.00 - TOTALITY OF AGREEMENT	53
LETTER OF UNDERSTANDING - Re: Compensation for Persons Employed as "Survey Instrument Persons"	55
LETTER OF UNDERSTANDING - Special Project Needs.....	57
LETTER OF UNDERSTANDING - Re: Building Trades Council Check-Off and Construction Labour Relations Dues.....	59
LETTER OF UNDERSTANDING - Re: Grandfathering of On-Going Projects	61
LETTER OF UNDERSTANDING - Re: Civil/Foundation Work on Industrial Sites.....	63
LETTER OF UNDERSTANDING - Re: Health and Safety.....	65

PROVINCIAL
OPERATING ENGINEERS COLLECTIVE AGREEMENT
FOR GENERAL CONSTRUCTION SECTOR

May 27th, 2007 to April 30th, 2011

As amended by Amending Agreement dated July 26, 2007

by and between

**CONSTRUCTION LABOUR RELATIONS - An Alberta Association,
OPERATING ENGINEERS (Provincial) TRADE DIVISION**

(hereinafter referred to as the "Association")

on behalf of all Employers who are bound or who subsequently become bound by this Collective Agreement by the operation of Registration Certificate 24

(each of which Employers is hereinafter referred to as the "Employer")

- and -

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
Local Union No. 955**

(hereinafter referred to as the "Union")

on behalf of all employees who are bound or who subsequently become bound by this Collective Agreement by the operation of Registration Certificate 24

(each of which employees is hereinafter referred to as the "employee")

WHEREAS, the representatives of the above noted parties have bargained collectively pursuant to the provisions of the *Alberta Labour Relations Code*, and

WHEREAS, pursuant to the terms of the said *Code*, the terms of a Collective Agreement have now been agreed and ratified or otherwise established,

NOW THEREFORE this Agreement witnesseth that the terms of the Collective Agreement between the Parties are as follows:

ARTICLE 1.00 - PURPOSE

- 1.01** The purpose of this Agreement is to assist in stabilizing the industry, improving the trade, promoting peace and harmony between the Employer and the Employees and providing efficient service to the public.

ARTICLE 2.00 - SCOPE

- 2.01** This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Operating Engineers which, for the purposes of this Collective Agreement, shall coincide with the Trade Jurisdiction set out in Registration Certificate 24, and shall include but not be limited to all of those employees who are engaged in the operation, service, maintenance, assembling and/or dismantling of all hoisting and portable machines, boilers, and engines used for construction purposes, and for whom the Union has the right of collective bargaining.

- 2.02** Notwithstanding that the territorial jurisdiction granted to the Union includes the Province of Alberta and that section of the Northwest Territories formerly known as the District of Mackenzie, this Collective Agreement shall apply to all work in the General Construction Sector in the Province of Alberta.

- 2.03** The Employer recognizes the Union as the exclusive bargaining agent for those classifications of employees covered by this Agreement. Where, during the term of this Agreement, industry practice results in a requirement for the operation and maintenance of equipment within the jurisdiction of the Union herein not provided for in the classifications of employees, 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 classifications and rates applicable thereto.

In the event that such negotiations do not result in agreement upon the classifications within seven (7) days of the commencement of negotiations or such longer period as may be mutually agreed between the parties, the matter shall be resolved by an Arbitration Board as provided in the Grievance Procedure. The wage rate established shall become effective on the date upon which notice is given to commence negotiations.

- 2.04** If any provision of this Agreement is in conflict with the laws or regulations of Canada or Alberta, such provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable,

the Association and the Union, within fifteen (15) days notice of either upon the other, shall commence negotiations the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article **11.00**.

ARTICLE 3.00 - INDUSTRIAL AND COMMERCIAL/INSTITUTIONAL CONSTRUCTION

3.01 Industrial construction shall mean construction work in respect of the plant process involved in, but not limited to:

- Electrical power generation, nuclear, hydro or thermal power plants
- Development of Mining and Smelting Properties
- Development of Oil Sands Properties
- Oil Refineries, Upgraders and all forms of hydrocarbon production, extraction or processing
- Development of Chemical Plants
- Pulp, paper or timber/wood processing mills or sawmills
- Toxic waste disposal systems
- Production and processing plants for natural gas, liquid petroleum products and manufactured gases
- Base/Precious/Other Metal production plants or upgraders of any and all kinds
- Pumping stations and compressor stations of greater than \$25 million in construction value
- Cement, lime and gypsum plants

In addition, industrial work shall include such work as may reasonably be considered as Industrial Construction as is mutually agreed by a committee of four (4) members appointed by the Employers Association and four (4) members appointed by the Union, and ratified by the Trade Division. This committee shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party.

3.02 Commercial/institutional work includes all work not specifically identified as industrial work in Article **3.01** above. The following work has been recognized by the parties as falling within both the commercial/institutional and industrial portions of the construction industry:

- Breweries
- Distilleries
- Food Processing Plants
- Major Manufacturing Plants
- Major Sewage Treatment Plants
- Major Water Treatment Plants
- Pumping Stations and Compressor Stations of less than \$25 million in construction value
- Operating Engineers' work on new or existing industrial sites that is not encompassed in Article **3.01** above.

The above listed work shall be performed under the commercial/institutional provisions except where such work is determined to be industrial work by agreement between the Business Manager of the Union and the Employer. In the event of a dispute as to which parts of this Collective Agreement apply to a given project, a final and binding determination shall be made by the Association and each party to the dispute shall be advised of such determination in writing.

It is agreed that in keeping with the intent of this Article that the determination as to whether a project shall be performed under the industrial or the commercial/institutional provisions should be made prior to tendering.

It is agreed that any Employer tendering work that falls within the above list in this Article is obliged to notify the Association so that a determination can be made in accordance with this Article.

ARTICLE 4.00 - UNION RIGHTS

- 4.01**
- (a) The Employer agrees to hire only members in good standing of Local 955 from the Union when workmen are required and members so hired shall be in possession of a dispatch slip from the Union. Dispatch slips may be transmitted by facsimile or e-mail, except in circumstances in which the Union needs to meet with a candidate for dispatch. If the Union is unable to supply qualified men within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the Employer may hire from elsewhere provided such men make application to become members of the Union within fifteen (15) days of commencement of employment or be replaced by competent Union men.
 - (b) All employees who are members in good standing of the Union and all employees who become members, shall, as a condition of

employment, maintain their membership in good standing for the duration of this Agreement.

- (c) The Union recognizes the right of the Employer to:
 - (i) name hire any person who was previously employed by that Employer within the previous twelve (12) months; and
 - (ii) name hire any member on the out of work list who will be engaged as a survey instrument person or in the operation of specialty equipment such as stiff legs, sky horses, ringers, tower cranes, specialty cranes such as translifts, and guy derricks, and
 - (iii) name hire any person who will be engaged as a foreman.
- (d) A candidate for employment dispatched to an Employer shall have current certificates attesting completion of the necessary safety and skill training as stipulated by the Employer in accordance with standards that are mutually agreed to by the Union and the Trade Division. In the event a candidate for employment arrives on the jobsite in contravention of the above, the Employer may refuse to employ that person, and that person shall not be entitled to any of the travel provisions of the Agreement. This shall not in any way limit other rights of the Employer.
- (e) The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices who will join the union.

It is intended that RAP students will work under and be paid in accordance with the Guidelines for Employment developed and amended from time to time by the Trustees of the Alberta Unionized Continuing Education Trust Fund. The provisions of this Collective Agreement, with the exception of this clause, will not apply to the employment of RAP students.

4.02 The Employer shall deduct regular monthly union dues from the first pay period in each month from all employees and all employees shall, as a condition of employment, consent to such deduction.

4.03 Initiation fees, reinstatement fees and back dues, as evidenced by a signed authorization from the employee, shall be deducted by the Employer on a monthly basis.

4.04 Monies deducted in accordance with Articles **4.02** and **4.03** above, shall be remitted to the Union not later than the fifteenth (15th) day of the month following, together with a list showing the amount deducted from each employee.

4.05 The Business Agent is to have access to all jobs covered by this Agreement after first notifying the Superintendent or person in charge, having due regard to project rules and safety regulations.

4.06 The Union shall have the right to post notices at the designated places on the job. All such notices must be signed by the proper officer of the Local Union and, except for meeting notices and training schedules, submitted to the management of the Employer for his approval.

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

Where possible, a person appointed as a Job Steward shall receive training respecting the Job Steward duties.

4.08 On industrial construction the Job Steward shall be one of the last two (2) employees laid off in his classification. The Union shall be notified immediately if the Job Steward is terminated.

At no time shall the Job Steward be discriminated against.

4.09 On projects where circumstances have necessitated the hiring of Local 955 permit holders and layoffs take place, the following procedures and sequence for layoff shall be followed:

- (1) permit holders first;
- (2) good standing members last.

ARTICLE 5.00 - SUB-CONTRACTORS AND OWNER-OPERATORS

5.01 **Definition:** A sub-contractor is a person or contractor who performs work at the job site that, if done by the Employer, would have come under the terms of the Agreement.

5.02 **Industrial Construction**

- (a) In respect to work which falls within the definition of **industrial work** as set out in Article **3.01**, the Employer shall engage only those sub-contractors that agree to be bound by the terms and conditions of this Agreement to perform work in the classifications herein contained.

The Employer agrees to notify the Union of the name of such sub-contractors prior to the sub-contractor commencing work on the project.

- (b) The Employer shall be responsible for the enforcement of this Article.
- (c) This Article does not apply to **bona fide** warranty work.

5.03 The following provisions have application only to that work which falls within the definition set out in Article **3.01**.

- (a) Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Where an owner-operator performs work for which he has been engaged and he works beyond five (5) consecutive working days, he shall thereafter become an employee and be entitled to all of the provisions of this Agreement.
- (b) The expression owner-operator shall not include any person in the job classification of mechanic, welder or serviceman, or any person who actually owns and/or provides more than one (1) machine within the classifications of this Agreement.
- (c) The service, maintenance and repair of all hoisting and portable machines, boilers and engines shall be performed by persons employed under the terms of this Agreement, whether owned, leased or rented (excepting only that bona fide warranty service will be recognized).

5.04 Commercial/institutional Construction

In respect to work which is not included within the definition of industrial work as set out in Article **3.01**, the Employer agrees that it will not sub-contract out any Operating Engineers' work which is regularly and routinely performed by the Employer's own forces unless such work is to a Contractor that agrees to be bound by the terms and conditions of this Agreement. Sub-contractors who also do work that the Employer normally does not use its own work force to perform are not covered by this prohibition.

ARTICLE 6.00 - NO STRIKES OR LOCKOUTS

6.01 The Employer agrees that there shall be no lockout during the term of this Agreement.

The Union agrees that there be no strike, stoppage of work, slow down or work to rule or other collective action which would stop or interfere with the Employer's operations during the term of this Agreement.

ARTICLE 7.00 - MANAGEMENT RIGHTS

7.01 Subject only to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including the right to hire and select workmen, promote and/or transfer any employee or to discharge any employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.

Management of the Company and the direction of the working forces are vested solely and exclusively in the Company and shall not be abridged, except by specific restrictions as set forth in this Agreement. The Management's rights as set out herein should not be deemed to exclude the other rights of Management at common law.

7.02 Employees who are working or are offered the number of hours of employment provided by this Agreement shall not engage in any other employment at their trade for remuneration.

- 7.03** No construction agreement different than the existing Agreement shall be signed by the Union with any other Employer within the scope of this Agreement.

ARTICLE 8.00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT

- 8.01** It is understood and agreed that the parties to this 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 workman to perform his duties or to continue to perform his duties in contravention of the *Occupational Health and Safety Act* shall not be deemed to be a violation of this Agreement. No employee may be terminated for an accident except in cases of carelessness or negligence. However, a violation of the safety regulations or unsafe working practices shall be considered as just cause for dismissal.

The Union is required by the terms of this Agreement to use its best efforts to instruct its members in all standard safety precautions required under the regulations made under the authority of the *Occupational Health and Safety Act*. The Employer shall provide all necessary safety equipment as required by above mentioned regulations. Safety equipment may be allotted on a charge-out, refund basis.

- 8.02** The Union shall appoint one of its members who is a qualified workman in his classification as a member of the Safety Committee.

ARTICLE 9.00 - VACATIONS AND GENERAL HOLIDAYS

- 9.01** General Holidays shall be:

New Years Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the Collective Agreement prescribes straight time rates for the regular working day as set out in Article **12.03(a)** or **12.06**. Under

these circumstances, work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

It is agreed that in the event any other day is declared a General Holiday by a Government (Federal or Alberta Provincial) which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

- 9.02** (a) For work that is included in Article **3.01** hereof, the Employer shall pay to the employee for each hour worked (not including any pay for time traveled) a vacation allowance equal to six (6) percent of the applicable rate of pay, and a holiday pay allowance equal to four (4) percent of the applicable rate of pay.
- (b) For work that is not included in Article **3.01** hereof, the Employer shall pay to the employee for each hour worked (not including any pay for time traveled) a vacation allowance equal to six (6) percent of the employee's straight time hourly rate, and a holiday pay allowance equal to four (4) percent of the employee's straight time hourly rate.
- 9.03** There shall be no work performed on Labour Day, except for the preservation of life or imminent danger to property.
- 9.04** Vacation and General Holiday Pay shall be paid to each employee every pay period. The vacation period shall be three (3) weeks each year; the period(s) to be mutually agreed upon between the Employer and the employee.

ARTICLE 10.00 - TRANSPORTATION, ACCOMMODATION, AND LOCAL RESIDENTS

Local Residents

- 10.01** (a) A local resident is an individual who resides within a seventy-five (75) kilometre radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six months prior to being engaged on the project. It

is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this Agreement.

(b) Process for Determining Local Status

Where a question arises as to whether a candidate for employment qualified as a local resident, the Union and the Trade Division may each appoint one or more representatives (equal numbers of Union and Trade Division representatives) to make recommendations respecting the individual's acceptability as to residency only.

(c) Guidelines for Determining “Real Residency”

In making the determination as to whether a person is a “Local Resident” for the purposes of the Project Terms, the following factors, as appropriate to the determination, will be taken into consideration:

- (a)** the dwelling place of the person’s spouse and dependents;
- (b)** personal property and social ties to the community;
- (c)** residential ties elsewhere;
- (d)** permanence and purpose of residence in a particular community;
- (e)** documentation of:
 - (i)** property tax or rent receipts, telephone, gas or other utility receipts;
 - (ii)** driver’s license;
 - (iii)** vehicle registration or pink card;
 - (iv)** income tax;
 - (v)** unemployment insurance documents;
 - (vi)** voters’ list registration;
 - (vii)** employee benefit fund administration registration.

10.02 Local Residents residing within a forty-five (45) kilometre radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.

Local residents residing between a forty-five (45) kilometre radius and a seventy-five (75) kilometre radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of thirty-three dollars (\$33.00) per day worked (effective May 3, 2009, thirty-six dollars (\$36.00)) to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of seventeen dollars (\$17.00) (effective May 3, 2009, nineteen dollars (\$19.00)) will be paid for each day worked.

For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Sapræ Creek will be considered to be residents of Fort McMurray for projects north of Fort McMurray, and residents of Fort MacKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray.

10.03 Where a Camp Kitchen is established and where all workers, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the job site, local residents shall also be entitled to receive hot soup.

10.04 Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

10.05 (a) The parties agree that the early participation of qualified local resident employees in work undertaken under this Agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesmen will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the parties.

(b) The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members the Parties will meet and address the issue.

PROVISIONS FOR INDUSTRIAL WORK

Articles **10.06** through **10.09** apply only to work which falls within the definition of **industrial work** as set out in Article **3.01**.

10.06 DAILY COMMUTING

The following conditions will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which employees commute daily from temporary accommodation provided or paid for by the Employer.

- (a) A forty-five (45) kilometre radius free zone from the centers of the cities of Edmonton or Calgary (Geodetic Monument), or around any place in which employees are temporarily domiciled by the Employer, shall be established. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower.

No transportation or travel allowance shall be applicable within the free zone.

- (b) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed seven hundred and fifty (750), the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The parties shall take into account such considerations as climate, seasons, road capacity, other projects and industries using the same corridors, workforce curves, and site infrastructure.
- (c) For projects beyond the forty-five (45) kilometre free zone for which daily travel is required, the Employer will have the following options;
 - (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the employees, as a vehicle allowance, at the rate of forty-seven cents (47¢) per kilometre traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on traveling at 80 kilometres per hour, at the employee's applicable base rate, from the point where the edge of the forty-five (45) kilometre radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

e.g.: An industrial Group 1 member traveling in June, 2007, to a project located forty (40) road kilometres from the edge of

the free zone at 80 kilometres per hour each way would receive the following for each day worked:

Travel Allowance:

80 km @ 80 km./ hr. = 1 hour at base rate of \$33.81 = \$33.81

Vehicle Allowance: 80 km. @ 47¢ per km. = \$37.60

For a daily total of = \$71.41

Where the employer provides the transportation the travel allowance would be paid but the vehicle allowance would not be payable.

- (iii) The Coordinating Committee and the Alberta Building Trades Council shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.

The foregoing shall affect each section of this Collective Agreement that prescribes a vehicle allowance.

- (d) When an employee is being paid subsistence allowance in accordance with Article **10.09(a)(iii)** or **(b)(iii)**, and when there is no accommodation available within forty-five (45) kilometres of the project on which the employee is engaged, the employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometres beyond a forty-five (45) kilometre radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a forty-five (45) kilometre radius of the project becomes available, the payment of the travel allowance will cease.
- (e) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern

means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.

- (f) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
- (g) When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances beyond the control of the employees, the employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.
- (h) If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of forty-seven cents (47¢) per kilometre traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (i) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half times (1½x) the normal rate. If still traveling the following day, the employee shall be paid the normal rate for time traveled during the regular working day only.

10.07

INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under Article **10.06(c)** would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall location, as applicable, as follows:
 - (i) up to 200 kilometres - \$77.00 each way (effective May 3, 2009, \$84.00);
 - (ii) 200 kilometres to 300 kilometres - \$110.00 each way (effective May 3, 2009, \$120.00);

- (iii) 300 kilometres to 375 kilometres - \$132.00 each way (effective May 3, 2009, \$144.00);
 - (iv) over 375 kilometres to 475 kilometres \$198.00 each way (effective May 3, 2009, \$216.00), or actual airfare if suitable proof of air transport is provided to the employer.
 - (v) over 475 kilometres - as mutually agreed between the parties to this Agreement to a maximum of \$303.00 each way (effective May 3, 2009, \$330.00) or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
- (b) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid, subject to the provisions of Article **10.07(c)** below.
- (c)
- When transportation is provided by the employer by way of air, bus, or other surface transportation acceptable to the Union and the Employer, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than one day of rest scheduled within consecutive scheduled days), an employee, at the time of dispatch, will be allowed to elect to use the employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article **10.06(e)**.
 - An employee who has elected collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.
 - An employee who has elected collective agreement initial/return/rotation allowances and who is found using employer provided transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.
 - If a person who elects collective agreement initial/return/rotation allowances uses employer provided transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.

- Regulations shall be established for the use of employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
- Notwithstanding the foregoing, an employee who has elected to use employer provided transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.

(d)

- An employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for fifteen (15) calendar days.
- If the employee remains on the job until completion of thirty (30) calendar days, the employee shall qualify for return transportation allowance to be paid with his final pay at the subject site.
- If, prior to having qualified for either transportation allowance, the employee is laid off, or the job is completed, or the employee is transferred to a different work site which is outside the area for which the transportation allowance was to apply, that employee will be paid any outstanding transportation allowance(s) with their next regular pay.
- If the employee is transferred to a different work site that is within the area to which the transportation allowance was to apply, the employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational leave.

10.08 ROTATIONAL LEAVE (TURNAROUNDS)

[There is an agreed interpretation of the below provisions that clarifies that the interpretation is that time spent off the jobsite due to a jobsite closure or scheduled vacation of one work week (5 days or 4 days as the case may be) or longer will not be counted towards the accumulation of calendar days credited towards earning a turnaround leave. A June 1, 2004 letter of interpretation signed on behalf of the Coordinating Committee and the ABTC confirms this understanding.]

- (a)** On jobs located beyond a three hundred (300) kilometre radius to a maximum of four hundred and seventy-five (475) kilometres from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:

- (i) Pay an allowance of one hundred and fifty-four dollars (\$154.00) (effective May 3, 2009, one hundred sixty-eight dollars (\$168.00)) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

Where the employee accepts Employer supplied transportation he shall not be entitled to the above allowance.

- (ii) Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

- (b) On jobs located beyond a four hundred and seventy-five (475) kilometre radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:

- (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of two hundred and seventy-five dollars (\$275.00) (effective May 3, 2009, three hundred dollars (\$300.00)) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

- (ii) Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than twenty-five percent (25%) of the working force shall be on such home leave.

- (d) Where the Employer supplies transportation the employee shall not be entitled to the above allowances, subject to the provisions of Article **10.07(c)** above.

10.09 ACCOMMODATION, ROOM & BOARD

- (a) Applicable within a four hundred and seventy-five (475) kilometre radius of the centers of Edmonton or Calgary (but excluding National Parks):

When an employee is directed or dispatched to work on an out-of-town job, the Employer will provide:

- (i) camp accommodation and meals, which shall be available seven (7) days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred dollars (\$100.00) per day, except for:
 - the **Athabasca** and **Cold Lake** regions where the rate will be one hundred and **twenty** dollars (\$120.00).
 - the **Edson**, **Fox Creek**, **Peace River** and **Red Deer** regions where the rate will be one hundred and **twenty-five** dollars (\$125.00).
 - the **Grande Prairie** region where the rate will be one hundred and **thirty** dollars (\$130.00).
 - the **Hinton** region where the rate will be one hundred and **thirty-five** dollars (\$135.00).
 - the **Fort McMurray** region where the rate will be one hundred and **forty-five** dollars (\$145.00).
- (iv) On a project/jobsite located over two hundred and fifty (250) kilometres radius from the geographic centres of Edmonton or Calgary, one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a *bona fide* commercial receipt to his Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

Board and room will be supplied or the daily expense allowance will be paid for any General Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the employee reports for work on the work day immediately preceding and following the General Holiday.

- (b) Applicable beyond a four hundred and seventy-five (475) kilometre radius of the centers of Edmonton or Calgary (excluding National Parks and Northwest Territories)

When an employee is directed or dispatched to work on an out-of-town job which will last at least five (5) days, the Employer will provide, on a seven (7) days per week basis:

- (i) camp accommodation and meals; or
- (ii) mutually agreed room and board; or
- (iii) reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred dollars (\$100.00) per day except for:
 - the **Fort McMurray** region where the rate will be one hundred and **forty-five** dollars (\$145.00).

Employees failing to report for work on the work day immediately preceding and following a week-end or General Holiday will receive the above for days worked only.

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to clauses **10.09(a)(ii)** or **10.09(b)(ii)** above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of Registered Employers' Organizations, which committee shall make a final and binding decision within five (5) days from the date of referral.
- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the Employer's obligations pursuant to this Article.
- (e) (i) In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
 - provide suitable room and board; or
 - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:

- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building Trades Council that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an employee to purchase available accommodation and three (3) meals per day in the community or communities where employees will be domiciled. In the event that the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Articles **12.02 (b)** and

(c). The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an employee to purchase accommodation and meals in the subject community or communities, and if it is not, the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an Arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

(v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this Clause some guidelines are included;

- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
- To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.
- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.

- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this Clause.

There shall be no more than one reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be requested or initiated by either the Employer or the Union.

(f) Applicable to all Regions

(i)

- Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work (or other days as set out in Article **10.09(b)**).
- To be eligible for board and room or daily allowance in these circumstances the employee must have been unable to return to his primary Alberta residence due to the medical, work, site or weather conditions.
- In the event return to the employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
- It is expected that circumstances to which this provision applies will be of short duration.
- For the purposes of this Article, for an employee who does not maintain a primary residence in Alberta, that employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

(ii) If an employee chooses to leave before the completion of the shift without the consent of the Employer he will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.

(iii) All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta

Construction Labour Relations Association 1999 - 2008
Camp Rules and Regulations.

- (iv) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C./C.L.R.A. Camp Rules and Regulations.
- (v) If an employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the employee shall be paid two (2) hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings.

PROVISIONS FOR NON-INDUSTRIAL WORK

Articles **10.10** and **10.11** apply to that work which is **not** encompassed by the definition of **industrial work** set out in Article **3.01**; being that work which shall be referred to as **commercial/institutional** work.

10.10 A seventy (70) kilometre free zone shall be established around the center of every city, town or village in which employees reside and around every place where accommodation is provided and/or paid for by the Employer. This zone shall apply to all persons covered by this Agreement except local residents.

The following conditions shall apply to all employees engaged in work that is not **industrial work**, except local residents, within the following radial zones, subject to the principle that accommodation or subsistence is provided on the basis of one person per room (subject to the availability of accommodation):

Zone 1: Within the free zones as noted above, all employees shall be responsible for their own transportation to and from the work site except that where, on remote job sites, conditions are such that private and public transportation is not available and the work area is beyond reasonable walking distance, then the Employer shall provide transportation.

Zone 2: The area lying within the next one hundred (100) kilometres beyond the boundary of the free zones established above, is Zone 2. For any job site situated within this area the Employer shall supply transportation to and from the work site to the place of accommodation or established central pick-up points, or, at his option, expressed by the Employer in writing, pay vehicle allowance at the rate of forty-seven cents (47¢) per kilometre from the edge of the free zone, to the job and back, to each employee who, by arrangement with the

Employer uses his own vehicle to provide transportation outside the free zone.

At the Employer's option, camp or other board and room accommodations as provided for in Zone 3, may be provided in this zone for each day worked.

Zone 3: The area lying within the next one hundred (100) kilometres beyond the boundary of Zone 2 as established above, is Zone 3. For any job site situated within this area, the Employer shall provide at his option for each day worked:

- (i) camp accommodation which conforms with the CLRA/ABTC Camp Rules and Regulations or successor standards;
or
- (ii) reasonable room and board;
or
- (iii) agreed subsistence allowance.

Zone 4: The area lying within the next one hundred (100) kilometres beyond the boundary of Zone 3, is Zone 4. For any job situated within this area, the Employer shall provide at his option on a seven (7) day per week basis:

- (i) camp accommodation as noted above;
or
- (ii) reasonable room and board;
or
- (iii) agreed subsistence allowance.

Zone 5: The area lying beyond the outer boundary of Zone 4, or areas within the above noted zones which are inaccessible by automobile, is Zone 5. On jobs within Zone 5 only, the Employer will allow a return trip to Edmonton or Calgary (whichever is closer) after each sixty (60) days of employment on the project and shall grant leave from work for a maximum period of five (5) calendar days. Such trips shall be paid one way upon leaving the job site and reimbursed for the return upon reporting to the job. Rate of reimbursement shall be the equivalent train, bus or air fare only as appropriate.

On remote job sites (i.e. those within Zone 5) and when requested by the employee due to having insufficient funds to return to point of hire, the Employer shall arrange transportation for the employee to point of hire or supply him with an advance on wages due to him.

In the event the Employer and the Union cannot quickly come to an agreement respecting the amount of subsistence that is appropriate for any

given project or area, the subsistence allowance shall be based on an analysis by a joint committee of representatives of the Employer and representatives of the employees, using average room costs in the subject area (on the basis of one (1) person per room), and average costs of meals using predetermined example menu items.

10.11

- (a)
- Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work (or other days as set out for Zones 4 and 5).
 - To be eligible for board and room or daily allowance in these circumstances the employee must have been unable to return to his primary Alberta residence due to the medical, work, site or weather conditions.
 - In the event return to the employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
 - It is expected that circumstances to which this provision applies will be of short duration.
 - For the purposes of this Article, for an employee who does not maintain a primary residence in Alberta, that employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.
- (b) If an employee chooses to leave before the completion of the shift without the consent of the Employer he will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.
- (c) Effect of unauthorized absence on Room and Board Entitlement.
- (i) When an employee fails to report when work is available on the working day immediately preceding or following bad weather or recognized holidays other than for unavoidable causes, he shall forfeit room and board for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an employee fails to report to work on Friday when work is available, he shall forfeit room and board for Friday, Saturday and Sunday. When Sunday is not a working day

and an employee fails to report to work on Monday when work is available, he shall forfeit room and board for Sunday and for Monday. An employee shall also forfeit room and board for absenteeism on any working day for other than unavoidable causes.

- (ii) Unavoidable cause shall be deemed any illness or injury other than caused by consumption of liquor and/or illicit drugs. The Employer may request proof of illness or injury by way of a letter from a medical doctor.
- (iii) In cases of illness or injury the Employer may choose to provide transportation expenses to point of hire rather than provide room and board entitlements.
- (iv) Where the Employer's costs are fixed (as for camp accommodation or long term room leases) the employee shall not be back-charged for such fixed costs, but, where subsistence allowance is paid then the employee shall not be paid for days missed as detailed above.

Vehicle Allowance

- 10.12** Where the transportation prescribed in Article **10.10** is not provided by the Employer to an employee employed pursuant to this Collective Agreement, the Employer shall pay to the employee a daily vehicle allowance, being the product of twice the distance in kilometres from the edge of the relevant free zone to the subject project forty-seven (47¢) cents per kilometre.

ARTICLE 11.00 - GRIEVANCE PROCEDURE AND JURISDICTIONAL DISPUTES

- 11.01** **Grievance Procedure:** In the event that either the Employer or the Union wish to process a grievance covering the interpretation, application, operation, or an alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within twenty (20) days of the event giving rise to the grievance and proceed to step (d) below.

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

- (a) An aggrieved party shall within fifteen (15) days of the alleged violation submit his complaint in writing to the Steward who shall endeavour to settle the complaint between the employee and his immediate supervisor.
- (b) If the complaint is not settled within two (2) days (excluding Saturdays, Sundays and General Holidays), it may be referred to the Project Superintendent and an Official Representative of the Union.
- (c) If the complaint is not then settled within three (3) days (excluding Saturdays, Sundays and General Holidays), it shall be referred to the Management of the Employer involved and the Business Agent of the Union.

(d) Pre-Arbitration Process

- (i) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (ii) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration commencing with step (e) within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of such notice being served.
- (iii) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (iv) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and General Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three (3) days (excluding Saturdays, Sundays, and General Holidays) of the date the hearing was held.

- (v) Each of the parties shall advise the other, within five (5) days *[of receipt of the recommendation]* (excluding Saturdays, Sundays, and General Holidays), as to whether they accept or reject the recommendation.
 - (vi) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten (10) days (excluding Saturdays, Sundays, and General Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
 - (vii) In the event either party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration *commencing with step (e)* within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of receipt of the JGP recommendations.
 - (viii) No lawyers shall be permitted to participate in the JGP proceedings.
- (e) If the complaint is not settled within ten (10) days (excluding Saturdays, Sundays and General Holidays) of a notice pursuant to (d)(ii) or the rejection of a JGP recommendation pursuant to (d)(vii), the grievance shall be referred to an Arbitration Board; by mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) by the Union and a neutral Chairman appointed by the members. Each party shall bear the expense of their appointee and the expense of the Chairman shall be shared equally by the parties.
 - (f) If either party fails to appoint a member to the Arbitration Board within ten (10) days, or if the appointed members cannot agree on a neutral Chairman within fourteen (14) days of the appointment of the second member, such appointments shall be made in accordance with the *Labour Relations Code*.
 - (g) 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.

It shall not alter, amend, or change the terms of this 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.

- (h) By mutual consent of the parties the foregoing time limits may be extended.

11.02

As an alternative procedure to that outlined, commencing with Article **11.01 (d)** the following procedure shall be used if mutually agreed in writing between the Employer and the Union.

- (a) The steps prescribed in Article **11.01 (a), (b) and (c)** shall apply.
- (b) If the matter of complaint is not then settled within ten (10) days (excluding Saturdays, Sundays and General Holidays), it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.
- (c) Should the Employer and the Union fail to agree on the appointment of a single Arbitrator within fourteen (14) days from the date of referral, the appointment shall be made by the Minister of Labour.
- (d) The single Arbitrator shall have the same authority as an Arbitration Board and shall make his decision within fourteen (14) days of his appointment.
- (e) The costs of and in connection with the single Arbitrator shall be borne equally by the Employer and the Union.

The single Arbitrator shall not alter, amend or change the terms of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.

- (f) By mutual consent of the parties the foregoing time limits may be extended.

11.03

Jurisdiction

A jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union(s) or between the Employer and the Union in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.

All jurisdictional disputes arising between the parties to this Agreement with any of the affiliated trade organizations comprising the Alberta (and N.W.T.) Building Trades Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of

the Alberta Construction Industry, as per Ministerial Order 35/95 dated the 18th day of October 1995.

In any event, there shall be no work stoppage over any jurisdictional dispute.

ARTICLE 12.00 - HOURS OF WORK

12.01 The following sections are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

12.02 Work Week

The regular working week shall consist of forty (40) hours of employment.

12.03 (a) The regular working day shall consist of eight (8) hours of employment normally worked between 8:00 a.m. and 5:00 p.m., Monday through Friday. There shall be a lunch period of one (1) hour or one-half (½) hour duration.

(b) For **industrial work** the Employer may vary the start/quit times by up to one (1) hour at his option. Variances of greater than one (1) hour shall be mutually agreed between the Employer and the Union.

(c) For **non-industrial work** (work that is not industrial work) the Employer may vary the start/quit times by up to two (2) hours at his option. Variances of greater than two (2) hours shall be mutually agreed between the Employer and the Union.

(d) The parties understand and agree that on remote job sites or where special conditions apply scheduling of extended work weeks/days off may be beneficial to the completion of the work and, in those circumstances, the parties will mutually agree to a work schedule to meet job conditions.

12.04 (a) Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.

(b) Employees working on other than the day shift on a two (2) or three (3) shift operation shall receive a premium of two dollars and

fifty cents (\$2.50) per hour in addition to their wages for all hours worked on a second or third shift.

- (c) There shall be no pyramiding of premiums.

12.05 Overtime rates shall be as follows:

- (a) For **industrial work**:

- (i) time and one-half ($1\frac{1}{2}x$) for the first two (2) hours of overtime worked on a week day, being Monday through Friday inclusive,
- (ii) when compressed work weeks are scheduled pursuant to Article **12.06** on a Monday through Thursday basis, time and one-half ($1\frac{1}{2}x$) shall apply to the first ten (10) hours worked on the Friday,
- (iii) double time ($2x$) shall apply to all overtime hours that are not included in (i) and (ii) above, including hours worked on a "General Holiday" as set out in Article **9.01** hereof.

- (b) For **non-industrial work**:

- (i) time and one-half ($1\frac{1}{2}x$) for any overtime hours worked on a week day, being Monday through Friday inclusive.
- (ii) time and one-half ($1\frac{1}{2}x$) for the first eight (8) hours worked on Saturday.
- (iii) double time ($2x$) for overtime worked on a Saturday outside the period referenced in (ii) above, and for hours worked on a Sunday or a "General Holiday" as set out in Article **9.01** hereof.

12.06 The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period. The work day shall normally be worked between 7:00 a.m. and 5:30 p.m. The Employer may vary the start/quit times by up to one (1) hour at his option. Variances of greater than one (1) hour shall be mutually agreed between the Employer and the Union.

12.07 A non-paid lunch break of either one-half ($\frac{1}{2}$) hour or one (1) hour duration will be taken half way through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

If an employee is not provided time to commence his lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, he shall be paid at the applicable overtime rate for working through his lunch period.

12.08 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.

12.09 Employees will not be required to work less than the regular assigned hours, because of the starting and quitting time of any trade engaged on the job.

12.10 Except as specified in Article **12.09**, the paragraphs of Article **12.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

ARTICLE 13.00 - WORKING CONDITIONS

13.01 The Employer shall provide suitable sanitary facilities (flush toilets and hand washing facilities wherever job conditions permit) a heated lunch room which shall not be used for storage of tools or equipment, and a lock-fast place for storage of employees' tools.

13.02 (a) When a mechanic, as a condition of employment, is required to carry a full complement of tools, he shall before starting work for the Employer submit an inventory of tools which will be checked by the Management. Upon acceptance, the Employer shall insure those tools and tool box at the agreed value against fire and/or theft of the complete unit of tools.

(b) Tool Allowance

Mechanics and apprentice mechanics who are required to utilize their own hand tools, shall receive a tool allowance of forty-five (45¢) cents per hour for each hour worked. Said tool allowance is to be paid on each regular payday and be designated as a separate item from earnings on the pay statement.

(c) Coveralls

The Employer shall supply coveralls and laundering of same to all persons employed as mechanics, welders, machinists, apprentices to these trades, servicemen and servicemen's helpers. Employees are expected to take reasonable care of coveralls supplied. The cost of the coveralls and laundering of same shall be borne by the Employer. Fire retardant coveralls and/or parkas where required by owner site safety policies shall be supplied.

13.03

(a) The Employer shall provide shelter over hoisting type equipment, etc., sufficient to afford the operator reasonable protection from falling debris. The Employer shall further provide sufficient reasonable protection for all employees from excessive dust, heat and cold and inclement weather. Such protection shall be provided by readily available factory accessories or their equivalent.

(b) Where Equipment Repair Shops are on a project, they shall be of adequate size and be provided with adequate light, heat and ventilation.

When an employee is required to work in the rain, rain wear shall be supplied on a charge out basis with monies being refunded when rain wear is returned in a reasonable condition allowing for normal wear and tear.

13.04

Reporting Time Pay

(a) When an employee reports to work at the regular starting time and such employee is not put to work, the employee so affected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.

(b) In order to qualify for show up time, employees must remain on the job site unless otherwise directed by the Employer. Where the employee(s) are directed to remain at the job site for more than two (2) hours they shall be paid for such time at the applicable rate.

(c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.

(d) An employee is not entitled to show up time if the Employer notifies the employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a job site where they are accommodated in a camp facility, will not be entitled to show up time if they are

notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.

- (e) When an employee reporting for work qualifies for show up time, such time shall include the regular shift premium when applicable.

13.05 Call-Out Pay

Employees called out for work at other than the regular starting time shall receive a minimum of two (2) hours pay at the employee's applicable rate.

13.06 Reporting time pay and/or call-out pay is in addition to travel time pay if travel time pay is applicable.

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

13.08 (a) 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 to apply 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.

- (b) All time spent by maintenance employees moving from the shop to job sites and return, or from job to job, shall be considered working time and the applicable rates shall be paid.

13.09 All employees covered by this Agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break.

However, for "compressed work weeks" scheduled pursuant to Article 12.06, employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts.

13.10 Provisions for Meals on Overtime

- (a) When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a meal at no cost to the employees, for those involved. One-half (½) hour at the straight time rate of pay shall be allowed for the consumption of the meal.

This break shall occur not more than five (5) hours after the last meal time. Should an employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions above.

- (b) Should an employee not be provided with meals as set out in the preceding paragraph, he shall receive one-half (½) hour's pay at the applicable rate for each meal not provided.
- (c) Where a supervisor is required to
 - (i) start up to one (1) hour earlier, or
 - (ii) finish up to one (1) hour later, or
 - (iii) start up to one-half (½) hour earlier and finish up to one-half (½) hour later

than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **13.10(a)** will not apply unless those provisions are applicable to the rest of the crew.

- 13.11** Cool, fresh, drinking water in approved sanitary containers shall be provided at convenient locations on the job site. Paper cups will be supplied.

ARTICLE 14.00 - EMPLOYER CONTRIBUTIONS

14.01 Health & Welfare

The Employer shall pay two dollars (\$2.00) for each hour worked by each employee engaged in **industrial** work, and one dollar and forty-five cents (\$1.45) for each hour worked by each employee engaged in **commercial/institutional** work, into the Operating Engineers Local 955 Health and Welfare Trust Fund.

During the term of the Agreement, the Parties may meet to review the Employer contributions to the Health and Welfare Trust Fund Plan. In the event the Parties agree on a required increase of the Employer contributions, the amount of the increase shall be funded from the existing gross wage. The wage schedules shall be adjusted accordingly.

The Employer shall, not later than the fifteenth (15th) day of each month, mail Health and Welfare 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 Welfare Trust Fund".

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

14.02 Pension

The Employer shall pay four dollars and fifty cents (\$4.50) for each hour **earned** by each employee engaged in **industrial** work, and three dollars (\$3.00) for each hour **worked** by each employee engaged in **commercial/institutional** work, into the Operating Engineers Local 955 Pension Trust Fund.

The Employer shall, not later than the fifteenth (15th) day 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".

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Trust Fund, the Employer's liability to the said Trust Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

14.03 Training

The Employer shall pay forty cents (40¢) per hour, for each hour worked by each employee engaged in **industrial** work, and twenty cents (20¢) for each hour worked by each employee engaged in **commercial/institutional** work into the Operating Engineers Local 955 Training Trust Fund.

The Employer shall, not later than the fifteenth (15th) day of each month, mail Training Trust Fund contributions for the previous month, to the Office of the Trust Fund.

The liability of any Employer to the Training Trust Fund shall be limited to his obligation to pay the amounts stated in this Agreement at the times and in the manner stated.

14.04 Delinquency Notification

In the event an Employer fails to remit contributions in conformity with Article **14.00** of this Agreement, the Union shall notify the Operating Engineers Trade Division of the Construction Labour Relations prior to taking any action against such Employer.

14.05 Where an employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf employees have performed work entitling them to receive contributions to the Fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE 15.00 - CLASSIFICATIONS AND WAGE RATES

15.01 Operator Classifications

GROUP 1 Crane (including a boom truck) 15 ton capacity and over; piledriver (man in charge of hammer and leads); boring machine LDH equivalent and larger (including Texoma 900, Taurus XL, 800 & 700); sideboom; stiff-leg; guy derrick; gin or guy pole; double drum hoist used for hoisting, lowering and/or erecting; dragline; hoe, shovel, clam, 1½ cubic yard and over; hammerhead and tower cranes 3 ton capacity and over; gradall; front end loader 10 cubic yard capacity and over; concrete pump with 60 feet of boom or over, or 110 cubic yard per hour capacity and over, or, 1000 PSI pressure and over; Machinist; Mechanic, Welder, hydrovac operator (chemical cleaning, high pressure water blasting (3100 psi – 40,000 psi) and vacuum services (Class 1 wet/dry turbo-vac)), and 2nd Class Steam Engineer.

Tonnage Premiums:

- \$.25 per hour premium for operators of cranes between 35 and 65 tons.
- Additional \$.20 per hour for each 10 tons between 66 and 400 tons.
- Additional \$.10 per hour for each 10 tons between 401 tons and 800 tons.
- Additional \$.05 per hour for each 10 tons between 801 tons and 1200 tons.
- No additional premium for any capacity beyond 1200 tons.

For the purposes of the above, the capacity of the crane shall be the maximum lifting capacity of the crane with minimum boom prior to the addition of any attachment.

Attachments: Premiums for the principal operator as follows:

- \$2.00 per hour for: twin ring, transi-lift, strand jack, RMS lifting system, and jacking system with a capacity in excess of 450 tons.
- \$1.00 per hour for: ringer, max-er, super lift, sky horse, ring horse, tower and/or luffing jib.

(For boom or mast mounted cabs of all hammerhead and tower cranes, add twenty (20¢) cents per hour to the rate).

GROUP 2

Hammerhead and tower cranes up to 3 ton; crawler and mobile cranes (including boom trucks) up to 15 ton; boring machine MF and equivalent; trench type ditching machine (over 140 Cleveland); concrete pump with less than 60 feet of boom, or less than 110 cubic yard per hour capacity, or less than 1000 PSI pressure; single drum hoist used for hoisting, lowering and/or erecting; dragline, hoe, shovel, clam over ½ cubic yard capacity and up to 1½ cubic yards; front end loader 5 cubic yard capacity and up to 10 cubic yards; quad-tractor (one operator); motor scraper 657 and larger; crawler tractors larger than D9 or equivalent, hydrovac operators (high pressure water blasting (steam/wash truck 3000 psi and under) and vacuum services (Class 1 wet vac)), and 3rd Class Steam Engineer.

(For boom or mast mounted cabs on all hammerhead and tower cranes add twenty cents (20¢) per hour to the rate).

(The capacity of a crane shall be the maximum lifting capacity with minimum boom under the manufacturer's specifications).

GROUP 3

Dragline, hoe, clam, shovel up to and including ½ cubic yard; crawler tractor with attachments such as dozer, scraper, over 75

b.h.p. up to and including D9 or equivalent; motor scraper up to 657 capacity; front end and overhead loader 1 cubic yard capacity and up to 5 cubic yards (including Bob-Cat type); concrete mixer 1 cubic yard capacity and over; crusher; batch plant; A-frame; lowboy; grader; service truck; lubricator; boring machine BDH equivalent and smaller; parts man; compaction equipment with attachments; "zoom boom" fork lift, hydrovac operators (vacuum services (Class 3 wet vac)), and Fireman.

GROUP 4

Crawler tractors with attachments such as dozer and scraper up to and including 75 b.h.p.; front end and overhead loaders up to 1 cubic yard (including Bob-Cat type); concrete mixer up to 1 cubic yard; single drum skip hoist; elevator operator; dump truck operator; forklift; side loader; operated self-propelled and towed compaction equipment; single drum hoist used for purposes other than specified in Group 2; partsman's helper.

GROUP 5

Oiler, assistant operator; water pumps; compressors; mechanical heater (Herman Nelson, Dravo Type); tow tractor without attachments; mechanic's helper; gas tester (sniffer); boring machine helper; rigger for Franki-type machine.

Steam Engineers

Classifications will include "**Second Class**", "**Third Class**", "**Fourth Class**", and "**Fireman**". Second Class, Third Class, and Fireman are included in Groups 1, 2 and 3 respectively.

(For the "**Chief Engineer**", add fifteen (15¢) cents per hour above the shift engineer).

When steam engineers are employed on a continuous shift operation of three (3) weeks or longer duration, regular rotating shift schedules will be established and posted.

Foremen

Premiums for Foremen are set out in Article 17.00

Apprentices

The respective rates for the various classifications and levels of apprentices and the criteria for progressing an apprentice from one level and rate to the next shall be as specified in Alberta Regulation 272/2000, "Crane and Hoisting Equipment Operator Trade Regulation", under the *Apprenticeship and Industry Training Act*. For the purposes of calculating the base rates for apprentices,

the percentages shall be applied to the base rates applicable to Group 1 (except for "boom truck operator" apprentices engaged on cranes of less than 15 tons capacity, whose rates shall be based on the base rates for Group 2).

Trainees:

Hydrovac Trainees:

- Level 2 apprentice operators to be paid in accordance with Group 5.
- Level 1 apprentice operators in training for Group 1 work to be paid in accordance with Group 4 for a two hundred (200) hour period while training with Group 1 operator, and then in accordance with Group 3 for four hundred (400) hours for a total apprentice period of six hundred (600) hours for Group 1 work. Level 1 apprentice operators shall be deemed to be those apprentice operators who "switch off" with the operator in the operation of the wand, and / or the truck. Upon completion of the apprentice period, the employee shall be paid the appropriate operator's rate.
- Level 1 apprentice operators in training for Group 3 work to be paid in accordance with Group 5 for a two hundred (200) hour period while training with Group 3 operator, and then in accordance with Group 4 for four hundred (400) hours for a total apprentice period of six hundred (600) hours for Group 3 work. Level 1 apprentice operators shall be deemed to be those apprentice operators who "switch off" with the operator in the operation of the wand, and / or the truck. Upon completion of the apprentice period, the employee shall be paid the appropriate operator's rate.

Note: See Hydrovac Trainee Interpretation and Application Letter, page 66.

Concrete Pump Trainees:

- Concrete Pump trainee to be paid in accordance with Group 5 for the first 600 hours of employment in this activity.

15.02 Schedule of Wage Rates: Industrial**15.02 (a) INDUSTRIAL**

	Base	Hol. & Vacation	Health & Welfare	Pension	Training	Gross
Group 1, including 2nd Class Steam Engineer						
May 27, 2007	33.81	3.38	2.00	4.50	0.40	44.09
July 1, 2007	34.77	3.48	2.00	4.50	0.40	45.15
May 4, 2008	36.70	3.67	2.00	4.50	0.40	47.27
May 3, 2009	38.42	3.84	2.00	4.50	0.40	49.16
November 1, 2009	39.49	3.95	2.00	4.50	0.40	50.34
May 2, 2010	40.78	4.08	2.00	4.50	0.40	51.76
October 31, 2010	41.65	4.16	2.00	4.50	0.40	52.71
Group 2, including 3rd Class Steam Engineer						
May 27, 2007	31.98	3.20	2.00	4.50	0.40	42.08
July 1, 2007	32.90	3.29	2.00	4.50	0.40	43.09
May 4, 2008	34.73	3.47	2.00	4.50	0.40	45.10
May 3, 2009	36.37	3.64	2.00	4.50	0.40	46.91
November 1, 2009	37.40	3.74	2.00	4.50	0.40	48.04
May 2, 2010	38.63	3.86	2.00	4.50	0.40	49.39
October 31, 2010	39.45	3.94	2.00	4.50	0.40	50.29
4th Class Steam Engineer						
May 27, 2007	31.07	3.11	2.00	4.50	0.40	41.08
July 1, 2007	31.97	3.20	2.00	4.50	0.40	42.07
May 4, 2008	33.77	3.38	2.00	4.50	0.40	44.05
May 3, 2009	35.37	3.54	2.00	4.50	0.40	45.81
November 1, 2009	36.37	3.64	2.00	4.50	0.40	46.91
May 2, 2010	37.57	3.76	2.00	4.50	0.40	48.23
October 31, 2010	38.37	3.84	2.00	4.50	0.40	49.11
Group 3, including Fireman						
May 27, 2007	30.15	3.02	2.00	4.50	0.40	40.07
July 1, 2007	31.03	3.10	2.00	4.50	0.40	41.03
May 4, 2008	32.78	3.28	2.00	4.50	0.40	42.96
May 3, 2009	34.34	3.43	2.00	4.50	0.40	44.67
November 1, 2009	35.32	3.53	2.00	4.50	0.40	45.75
May 2, 2010	36.49	3.65	2.00	4.50	0.40	47.04
October 31, 2010	37.27	3.73	2.00	4.50	0.40	47.90
Group 4						
May 27, 2007	28.31	2.83	2.00	4.50	0.40	38.04
July 1, 2007	29.14	2.91	2.00	4.50	0.40	38.95
May 4, 2008	30.80	3.08	2.00	4.50	0.40	40.78
May 3, 2009	32.28	3.23	2.00	4.50	0.40	42.41
November 1, 2009	33.21	3.32	2.00	4.50	0.40	43.43
May 2, 2010	34.32	3.43	2.00	4.50	0.40	44.65
October 31, 2010	35.06	3.51	2.00	4.50	0.40	45.47

Group 5

May 27, 2007	26.44	2.64	2.00	4.50	0.40	35.98
July 1, 2007	27.22	2.72	2.00	4.50	0.40	36.84
May 4, 2008	28.79	2.88	2.00	4.50	0.40	38.57
May 3, 2009	30.19	3.02	2.00	4.50	0.40	40.11
November 1, 2009	31.06	3.11	2.00	4.50	0.40	41.07
May 2, 2010	32.12	3.21	2.00	4.50	0.40	42.23
October 31, 2010	32.82	3.28	2.00	4.50	0.40	43.00

During the term of the Agreement, the Parties may meet to review the Employer contributions to the Health and Welfare Trust Fund Plan. In the event the Parties agree on a required increase of the Employer contributions, the amount of the increase shall be funded from the existing gross wage. The wage schedules shall be adjusted accordingly.

15.02 (b) Wage Re-opener for Industrial Rates

With the understanding that circumstances in the industry could change over the course of a four year agreement it is hereby agreed that between 90 and 120 days prior to either May 3, 2009 or May 2, 2010, but not both, either Party may give to the other Party notice that they wish to renegotiate the wage rates applicable to this Clause 15.02 only, for the balance of the term of the Collective Agreement. Upon receipt of such notice the Parties will have until 60 days prior to the closest date noted above to reach agreement; failing that the dispute will automatically be submitted to an Arbitration Panel consisting of Mr. Stan Lanyon (or an alternate agreed by the Parties prior to the submission to Arbitration) and one nominee appointed by each Party whose names shall be provided to the other respective Party within two weeks of the notice to renegotiate being received. It is understood that the only matter in dispute can be the wages contained in this Clause and the wages contained in any of the other Wage Clauses which have this Provision attached to them. The Arbitration Panel will conduct a hearing within 30 calendar days of having the dispute referred to them and will issue a decision prior to the closest of the two dates noted above. The Arbitration Panel will have the authority to determine the issues in dispute in the remaining term of the Collective Agreement only and can not make any decision having retroactive effect. The Arbitration Panel shall be restricted to choosing from one of the following three options;

1. The final offer for settlement of the dispute as made by the Union to the Trade Division prior to submitting the matter to Arbitration (provided such offer is consistent with the conditions stipulated above and, if it is not, then the decision shall only relate to such portions of the offer that conform to the stipulated conditions above)
2. The final offer for settlement of the dispute as made by the Trade Division to the Union prior to submitting the matter to Arbitration (provided such offer is consistent with the conditions stipulated

above and, if it is not, then the decision shall only relate to such portions of the offer that conform to the stipulated conditions above)

3. The Wage Schedule that is in the Collective Agreement produced by the calculations contained in this Memorandum of Agreement continues unchanged for the balance of the term of the Collective Agreement.

A notice to renegotiate may only be made once for this Clause during the life of this Agreement therefore if Notice is provided by either Party to renegotiate this Clause on the May 3, 2009 the result of that will be final for the term of the Agreement and can not be reopened on May 2, 2010.

15.03 Schedule of Wage Rates ;Commercial/Institutional**15.03 (a) COMMERCIAL/INSTITUTIONAL**

	Base	Hol. & Vacation	Health & Welfare	Pension	Training	Gross
Group 1, including 2nd Class Steam Engineer						
May 27, 2007	27.57	2.76	1.45	3.00	0.20	34.98
October 28, 2007	29.30	2.93	1.45	3.00	0.20	36.88
May 4, 2008	31.20	3.12	1.45	3.00	0.20	38.97
November 2, 2008	31.79	3.18	1.45	3.00	0.20	39.62
Group 2, including 3rd Class Steam Engineer						
May 27, 2007	25.35	2.54	1.45	3.00	0.20	32.54
October 28, 2007	26.98	2.70	1.45	3.00	0.20	34.33
May 4, 2008	28.73	2.87	1.45	3.00	0.20	36.25
November 2, 2008	29.28	2.93	1.45	3.00	0.20	36.86
4th Class Steam Engineer						
May 27, 2007	24.65	2.46	1.45	3.00	0.20	31.76
October 28, 2007	26.22	2.62	1.45	3.00	0.20	33.49
May 4, 2008	27.94	2.79	1.45	3.00	0.20	35.38
November 2, 2008	28.47	2.85	1.45	3.00	0.20	35.97
Group 3, including Fireman						
May 27, 2007	23.95	2.40	1.45	3.00	0.20	31.00
October 28, 2007	25.49	2.55	1.45	3.00	0.20	32.69
May 4, 2008	27.16	2.72	1.45	3.00	0.20	34.53
November 2, 2008	27.69	2.77	1.45	3.00	0.20	35.11
Group 4						
May 27, 2007	22.52	2.25	1.45	3.00	0.20	29.42
October 28, 2007	23.99	2.40	1.45	3.00	0.20	31.04
May 4, 2008	25.58	2.56	1.45	3.00	0.20	32.79
November 2, 2008	26.07	2.61	1.45	3.00	0.20	33.33
Group 5						
May 27, 2007	20.13	2.01	1.45	3.00	0.20	26.79
October 28, 2007	21.45	2.15	1.45	3.00	0.20	28.25
May 4, 2008	22.90	2.29	1.45	3.00	0.20	29.84
November 2, 2008	23.36	2.34	1.45	3.00	0.20	30.35
New Hires, 1st 90 days						
May 27, 2007	17.98	1.80	1.45	3.00	0.20	24.43
October 28, 2007	19.19	1.92	1.45	3.00	0.20	25.76
May 4, 2008	20.50	2.05	1.45	3.00	0.20	27.20
November 2, 2008	20.93	2.09	1.45	3.00	0.20	27.67

15.03 (b) Commercial / Institutional Wage Rates, 2009-2011

In January of 2009, either of the Parties may serve notice on the other of an intent to open the agreement for the purpose of negotiating the wage rates for Commercial / Institutional work only, for the balance of the duration of the agreement. In the event the Parties are unable to achieve agreement on such rates within twenty-eight (28) days of such notice (or such longer period as may be agreed by the Parties), any differences in respect to the wage rates for Commercial / Institutional may be submitted to arbitration by a 3 person panel in accordance with the processes, authorities and limitations set out in sections 93-95 of the Alberta *Labour Relations Code*.

15.04 Notwithstanding the foregoing, a crane operator engaged in the erection of steel or pre-cast concrete bridges shall, to the extent he is affected by this Agreement, be paid in accordance with the schedule for "industrial work".

ARTICLE 16.00 - APPRENTICES & HELPERS

16.01 Hoisting Equipment Apprentices

- (a) One (1) apprentice shall be employed by the Employer when there are three (3) or more hoisting equipment journeymen.
- (b) One (1) additional apprentice shall be employed after the addition of each five (5) additional hoisting equipment journeymen.

16.02 Helpers

- (a) A helper or apprentice shall be employed by the Employer when there are three (3) or more of the following pieces of equipment deployed by the Employer on a given job site:

drag, shovel, clam, hoe (2 yard or greater), gradall or ditching machine (excluding ditching machines Cleveland 140 or smaller).
- (b) An additional helper or apprentice shall be employed by the Employer after the addition of each five (5) additional of the above listed pieces of equipment in operation.
- (c) Where the Employer deems it necessary for the operating engineer to maintain a continuous grade, it is recognized that this shall be the work of the Operating Engineers.

16.03 (a) There shall be an Operating Engineer helper (boring machine helper) employed on all foundation boring machines.

- (b) It is recognized that the moving (driving) and oiling of truck or mobile cranes is the work of the Operating Engineers.

16.04 Terms used in this Article shall be interpreted in accordance with the "Crane and Hoisting Equipment Operator Trade Regulation".

16.05 Welding Tests

- (a) All welders are required to be in possession of a valid Alberta Journeyman's First Class Ticket.
- (b) In the case that any welder is required to take a customer requested welding test, the Employer agrees that such welder will be in the employ of the Employer while taking such test and be placed on the payroll and paid applicable rates.
- (c) A welder who has reported for the test at the proper time and subsequently passes, is expected to complete the regular day's work. If no work is provided for that day, he shall be paid for the balance of the day.
- (d) Welders upon successfully completing such test who fail to report for work when notified, will not be eligible for such testing time pay.

16.06 Mechanic and Welder Apprentice Ratios

When an Employer employs more than four (4) but less than ten (10) Journeymen, he must employ at least one (1) registered apprentice, and if he employs more than ten (10) Journeymen he must employ at least two (2) registered apprentices.

16.07 When an employee works in a higher hourly wage classification, he shall be paid the higher rate for at least two (2) hours of the shift in which he works the higher classification.

16.08 At no time will an employee be required to work in a lesser wage classification than that for which he was dispatched, unless the employee agrees to a lesser wage classification in writing.

ARTICLE 17.00 - FOREMEN

17.01 Industrial Construction

- (a) For the purposes of this Article, where numbers of "Operating Engineers employed ... on a project" are used, those numbers shall include owner-operators and operators of manned rented equipment. Those numbers shall not include apprentices or any helpers or oilers.

- (b) **Operating Foremen**

Where there are three (3) or more Operating Engineers employed by the Employer at a project, one (1) Operating Engineer shall be designated as "operating foreman". As an operating foreman, he may supervise up to and including six (6) Operating Engineers.

- (c) **Non-Operating Foremen**

Where there are more than seven (7) Operating Engineers employed by the Employer at a project, either the "operating foreman" shall be designated as "non-operating foreman" or a "non-operating foreman" shall be engaged at the site. The first non-operating foreman may supervise up to and including eighteen (18) Operating Engineers. Where there are more than eighteen (18) Operating Engineers employed by the Employer on the project (excluding the non-operating foreman noted above), a second "non-operating foreman" shall be designated. Following each addition of twelve (12) Operating Engineers (excluding foremen) an additional "non-operating foreman" shall be appointed.

- (d) Where a General Foreman or a Foreman has been designated by the Employer to supervise Operating Engineers and/or other workers, and is placed in charge of work, that person shall be an Operating Engineer Local 955 member. Notwithstanding the foregoing, a person who is a member of a sister local union may be designated by the Employer as a foreman, with the agreement of the Business Manager or his designate. Such agreement shall not be unreasonably withheld.

- (e) When the numbers of mechanics or of welders employed by the Employer on a project meet the numbers set out in (b) and/or (c) above, qualified (Journeyman) mechanics or welders, respectively, shall be appointed as foremen in accordance with the same pattern.

- (f) Non-operating foremen and general foremen may work at the trade in cases of emergency or to replace a regular employee who is absent. No foreman shall work at the trade to displace a regular employee.
- (g) Employees designated as foremen will be capable of performing all tasks and duties under their supervision.
- (h) Where General Foremen and Foremen are employed, orders shall normally be given in the following sequence: General Foremen to Foremen, Foremen to Operators.
- (i) **Foreman Premiums**

The following premiums shall apply to the respective foreman classifications:

(i)	operating foreman		\$4.00/hour
		Effective May 4, 2008	\$4.25/hour
		Effective May 3, 2009	\$4.50/hour
		Effective May 2, 2010	\$4.75/hour
(ii)	non-operating foreman		\$4.50/hour
		Effective May 4, 2008	\$4.75/hour
		Effective May 3, 2009	\$5.00/hour
		Effective May 2, 2010	\$5.25/hour
(iii)	general foreman		\$6.75/hour
		Effective May 4, 2008	\$7.00/hour
		Effective May 3, 2009	\$7.25/hour
		Effective May 2, 2010	\$7.50/hour

The Foreman premium shall be the sum of the appropriate premium noted above and the hourly rate of the highest classification of non-supervisory employees under the foreman's supervision, up to a maximum total premium of \$0.75 over the premiums listed above.

17.02

Commercial/Institutional Construction

- (a) When three (3) or more Operating Engineers are employed by the Employer on a project (with the same inclusions and exclusions as are set out in Article 17.01(a)), an Operating Engineer shall be designated as "operating foreman".
- (b) Where the Employer designates an Operating Engineer as a "non-operating foreman", he shall be a member of the Union.

(c) Foreman Premiums

The following premiums shall apply to the respective foreman classifications:

(i)	operating foreman		\$3.25/hour
		Effective May 4, 2008	\$3.50/hour
		Effective May 3, 2009	\$3.75/hour
		Effective May 2, 2010	\$4.00/hour
(ii)	non-operating foreman		\$4.50/hour
		Effective May 4, 2008	\$4.75/hour
		Effective May 3, 2009	\$5.00/hour
		Effective May 2, 2010	\$5.25/hour
(iii)	general foreman		\$6.25/hour
		Effective May 4, 2008	\$6.50/hour
		Effective May 3, 2009	\$6.75/hour
		Effective May 2, 2010	\$7.00/hour

The Foreman premium shall be the sum of the appropriate premium noted above and the hourly rate of the highest classification of non-supervisory employees under the foreman's supervision, up to a maximum total premium of \$0.75 over the premiums listed above.

ARTICLE 18.00 - PAY DAYS

18.01 Wages and holiday and vacation pay shall be paid no less frequently than:

- (a)** weekly, for those employees engaged in industrial work as defined herein; and
- (b)** biweekly, for those employees engaged in work that is not industrial work.

Payment may be affected by cash, or by cheque (for which there is no charge for exchange), or, at the Employer's discretion, by direct deposit to an account designated by the employee, or by other mutually agreeable arrangements. No more than five (5) days pay may be held back. When a General Holiday falls on a payday, the day preceding the General Holiday shall be considered the payday for the pay period. Pay calculation and deduction slips shall be supplied for each regular pay period.

An employee may only opt out of direct deposit if he was incapable of making arrangements for a bank account (i.e., denied or refused an account by the institutions).

- 18.02** When an employee is laid off or discharged, all wages and vacation and general holiday pay, together with Employment Insurance separation slip, the Apprenticeship Work Record Book, and/or any other documents or records required to be returned to the employee, shall be given or sent to the employee in accordance with Article **18.03**.
- 18.03**
- (a) If the employee who is being paid by cheque prefers, he may arrange with his Employer to pick up his pay and records at the office of the Employer no later than on the afternoon of the working day following termination of employment.
 - (b) If an employee is being paid by direct deposit, his records will be mailed to him no later than the working day following termination of employment, and he will receive his final pay by direct deposit on the next regular pay day, but will be paid by manual cheque and given his records at the office of the Employer no later than on the afternoon of the working day following termination of employment if he so requests.
- 18.04** In the event of a lay off, one (1) hour's notice shall be sufficient. One (1) hour's pay may be given in lieu of notice. No notice is required for termination for cause.
- 18.05** When an employee quits, his pay and records will be mailed to him or given to him at the central pay office of the Employer no later than on the next regular payday. Alternatively, the Employer may directly deposit the pay to the employee's account.

ARTICLE 19.00 - DURATION OF AGREEMENT

- 19.01** This Agreement shall be effective from the 27th day of May, 2007: (*Sunday following ratification by both Parties*), to the 30th day of April, 2011, and thereafter it shall terminate, continue, or be renewed in accordance with the provisions of the *Alberta Labour Relations Code*.

ARTICLE 20.00 - TOTALITY OF AGREEMENT

- 20.01** This contract contains the entire Agreement between the parties and supersedes and replaces all previous Agreements and practices, both written and oral.

SIGNED this _____ day of _____, 2007 in the Province of Alberta.

**CONSTRUCTION LABOUR
RELATIONS – AN ALBERTA
ASSOCIATION OPERATING
ENGINEERS (PROVINCIAL)
TRADE DIVISION**

R. Neil Tidsbury
President

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

Ron Macdonald,
Business Manager

Bruce Kiryluik, Recording
Corresponding Secretary

Paul Bokowski
President

Letter of Understanding
by and between
Construction Labour Relations - An Alberta Association
Operating Engineers (Provincial) Trade Division
(the "Association")
and
International Union of Operating Engineers,
Local Union No. 955
(the "Union")

Re: Compensation for Persons Employed as
"Survey Instrument Persons"

Whereas, the Parties have entered into a Collective Agreement with a duration from May 27th, 2007 through April 30, 2011 for the operating engineers trade jurisdiction in the general construction sector of the construction industry, and

Whereas, the Labour Relations Board has determined in a decision dated October 7, 1991 that the Union has in respect to certain of the Employers who are bound by the said Collective Agreement the right of collective bargaining for persons employed as "survey instrument persons", and

Whereas, the said Collective Agreement does not specify any wage rates for persons engaged in such capacity, and

Whereas, the Union and the Association have negotiated pursuant to Article 2.03 of the said Collective Agreement to determine the appropriate wage rates for those "survey instrument persons" employed by those Employers,

Now Therefore It Is Agreed That those persons who have the competence and qualifications to be engaged as "survey instrument persons" and who are employed as "survey instrument persons" by Employers in respect of whom the Union has the right of collective bargaining for such persons, shall be covered by all terms and conditions of the aforementioned Collective Agreement and paid in accordance with the wage schedules applicable to "Group 1".

It is further agreed that junior surveyors shall be paid in accordance with the wage schedules applicable to "Group 3", and apprentice surveyors (entry level) shall be paid in accordance with the wage schedules applicable to "Group 5". Junior and apprentice surveyors shall also be covered by all terms and conditions of the aforementioned Collective Agreement.

This Letter of Understanding shall be appended to and become part of the aforesaid Collective Agreement.

All of which is agreed this _____ day of _____, 2007:

For the Association:

For the Union:

R. Neil Tidsbury
President

Ron Macdonald,
Business Manager

Bruce Kiryluk, Recording
Corresponding Secretary

Paul Bokowski
President

Letter of Understanding
entered into by and between
Construction Labour Relations - An Alberta Association
Operating Engineers (Provincial) Trade Division
(the "Association")
and
International Union of Operating Engineers, Local Union No. 955
(the "Union")
pursuant to registration certificate number 24.

Special Project Needs

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 27th, 2007 through April 30, 2011 as set out in the said Collective Agreement, and

Whereas the Parties hereto understand that certain of the provisions of the said Collective Agreement may not be appropriate in the competition for certain projects, and

Whereas the Parties are jointly committed to the enhancement and retention of the share of the market performed by Employers and employees who are bound by the said Collective Agreement,

Now Therefore It Is Agreed As Follows:

- 1 Special project needs will be addressed by the Parties, in concert with other stakeholders, in accordance with the process established by the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.
- 2 Special project needs may also be addressed by the Parties, on their own or in concert with others, by agreement.
- 3 This Letter of Understanding shall be attached to and be part of the Collective Agreement between the Parties hereto.

All of which is agreed this _____ day of _____, 2007:

For the Association:

For the Union:

R. Neil Tidsbury
President

Ron Macdonald,
Business Manager

Bruce Kiryluik, Recording
Corresponding Secretary

Paul Bokowski
President

Letter of Understanding
by and between
Construction Labour Relations - An Alberta Association
Operating Engineers (Provincial) Trade Division
(the "Association")
and
International Union of Operating Engineers,
Local Union No. 955
(the "Union")

Re: Building Trades Council Check-Off

and Construction Labour Relations Dues

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 27th, 2007 through April 30, 2011 as set out in the said Collective Agreement, and

Whereas the Parties desire the inclusion in the said Collective Agreement of the funding for the Alberta Building Trades Council and of the Association,

Now Therefore It Is Agreed As Follows:

1 Alberta Building Trades Council Check-Off

The Employer shall deduct five cents (5¢) per hour worked as a check-off for possible forwarding to the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council (the "Council"). Such deduction shall be paid for each and every employee covered by the terms of and operation of this Collective Agreement. The moneys so deducted shall be remitted in the same manner as Union dues are remitted under this Collective Agreement and within the same time frames. The Union shall determine their affiliation and funding of the Alberta Building Trades Council.

2 Construction Labour Relations - An Alberta Association Dues and EFAP Remittances

(a) In satisfaction of the Employers' obligations to the Association under section 163 of the *Alberta Labour Relations Code* and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to Construction Labour Relations - An Alberta Association (the "C.L.R.") the contribution rates for C.L.R. sponsored initiatives, and the hourly dues levied by the C.L.R. pursuant to section 163 of the *Code* and pursuant to this Collective Agreement. The amounts of the contribution rates and dues shall be established by the C.L.R., and any or all of them may be changed by the Board of Directors

of Construction Labour Relations – An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient.

(b) In the event of a failure on the part of any Employer to contribute to the Association the contribution rates and dues required to be contributed pursuant to section 163 of the *Labour Relations Code* and pursuant to this Letter of Understanding, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association in its own name against the subject Employer. Such a grievance may be referred by the Association to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the arbitration tribunal shall be the Association and the subject Employer. The Association may not, however, simultaneously pursue a violation of this Letter of Understanding through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

(c) All cost relating to the administration of the fund(s) shall be borne by the Association.

This Letter of Understanding shall be attached to and become part of the Collective Agreement between the parties hereto.

All of which is agreed this _____ day of _____, 2007:

For the Association:

For the Union:

R. Neil Tidsbury
President

Ron Macdonald,
Business Manager

Bruce Kiryluik, Recording
Corresponding Secretary

Paul Bokowski
President

Letter of Understanding
by and between
Construction Labour Relations - An Alberta Association
Operating Engineers (Provincial) Trade Division
(the "Association")
and
International Union of Operating Engineers, Local Union No. 955
(the "Union")

Re: Grandfathering of On-Going Projects

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 27th, 2007 through April 30, 2011 as set out in the said Collective Agreement, and

Whereas, prior to the effective date of the said Collective Agreement, the Parties have agreed to enabled terms for certain industrial and commercial/institutional projects, which projects may be on-going at the time the said Collective Agreement was entered into, and

Whereas the Parties have agreed that the tendering of the said projects was done in reliance on the said enabled terms,

Now Therefore It Is Agreed between the Parties hereto that:

- 1 The wage and benefit contribution increases set out in the Collective Agreement will not apply to the work on the said enabled projects to which the enabled terms were intended to apply, and the base rates, holiday and vacation pay and benefit plan contributions implemented pursuant to enabling agreements shall remain the minimum rates and contributions for the duration of the said work to which they were intended to apply; and

- 2 This Letter of Understanding shall be attached to and be part of the Collective Agreement between the parties hereto.

All of which is agreed this _____ day of _____, 2007:

For the Association:

R. Neil Tidsbury
President

For the Union:

Ron Macdonald,
Business Manager

Bruce Kiryluk, Recording
Corresponding Secretary

Paul Bokowski
President

Letter of Understanding
by and between
Construction Labour Relations - An Alberta Association
Operating Engineers (Provincial) Trade Division
(the "Association")
and
International Union of Operating Engineers,
Local Union No. 955
(the "Union")

Re: Civil/Foundation Work on Industrial Sites

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 27th, 2007 through April 30, 2011 as set out in the said Collective Agreement, and

Whereas, the Parties mutually desire to ensure and maintain competitiveness in respect to civil/foundation work which will be tendered and undertaken on the sites of industrial projects,

Now Therefore It Is Agreed between the Parties hereto:

- 1 Notwithstanding the characterization in respect to Article 3 of the Collective Agreement of work which is loosely described as civil/foundation work, in any circumstance in which the Employer will be tendering or otherwise directly competing with a contractor or contractors who are not bound by the Collective Agreement for such civil/foundation work on sites of industrial projects, the Employer may apply as the minimum terms and conditions for such work the commercial/institutional provisions of the Collective Agreement provided that the Employer sends correspondence to one of the offices of the Association and to the head office of the Union, prior to submitting his tender or proposal, identifying the project, confirming the presence of one or more bidders who are not bound by the Collective Agreement, and confirming that the project will be tendered using the commercial/institutional terms and conditions as the minimum terms and conditions of employment for the project.

- 2 This Letter of Understanding will be attached to and be part of the Collective Agreement.

All of which is agreed this _____ day of _____, 2007:

For the Association:

For the Union:

R. Neil Tidsbury
President

Ron Macdonald,
Business Manager

Bruce Kiryluik, Recording
Corresponding Secretary

Paul Bokowski
President

Letter of Understanding
by and between
Construction Labour Relations - An Alberta Association
Operating Engineers (Provincial) Trade Division
(the "Association")
and
International Union of Operating Engineers,
Local Union No. 955
(the "Union")

Re: Health and Safety

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 27th, 2007 through April 30, 2011 as set out in the said Collective Agreement, and

Whereas the Parties are committed to ensuring insofar as possible the health and safety of every employee,

Now Therefore It Is Agreed between the Parties hereto:

- 1 That the Parties agree that the "*Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule*" (as amended from time to time) will apply on all work sites. In addition, an Employer may institute a system of lawful pre-employment and/or random drug and/or alcohol tests.
- 2 This Letter of Understanding will be attached to and be part of the Collective Agreement.

All of which is agreed this _____ day of _____, 2007:

For the Association:

For the Union:

R. Neil Tidsbury
President

Ron Macdonald,
Business Manager

Bruce Kiryluk, Recording
Corresponding Secretary

Paul Bokowski
President

Letter of Interpretation and Application
by and between
Construction Labour Relations – An Alberta Association
Operating Engineers (Provincial) Trade Division
and
International Union of Operating Engineers, Local Union No. 955

Re: Hydrovac Trainees

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate #24, and **Whereas** the Collective Agreement includes, in Article 15.01, provisions for “Hydrovac Trainees”, **Now therefore it is Agreed** between the Parties hereto that the provisions for Hydrovac Trainees shall be interpreted and applied in accordance with the following:

1 Definitions:

(a) A Level 1 Apprentice Operator is hired or assigned by the Employer with the express purpose of training for a Hydrovac unit Operator position. This person is expected to learn the operation of the unit, and will also possess or be assisted in obtaining the necessary licensing and training to drive the unit to and from site. This person will also be expected to take responsibility for the unit, the crew on the unit, and the job duties assigned for a particular project.

(b) A Level 2 Apprentice Operator is someone that works on the Hydrovac unit as an assistant operator (swamper) only. That person is not in training to become a Hydrovac unit Operator.

2 Assignments and Pay:

(a) An Operator is a person who has been designated or assigned by the Employer for each Hydrovac unit. This person is assigned the responsibility for the unit, the crew, and the performance of job tasks. This Operator will be paid in accordance with Group 1 or Group 3 rates, depending on the equipment operated.

(b) An Apprentice Operator (assistant / swamper) may be designated or assigned by the Employer to a Hydrovac unit. This person is responsible to provide assistance / labour during the course of Hydrovac activities. They shall also have the opportunity to switch off with the Operator in the operation of the wand and / or the truck (provided they are in possession of the appropriate licensing). A person who has been assigned by the Employer to drive the unit to and from the site will be considered a Level 1 apprentice operator for the purposes of that assignment.

(i) Level 2 Apprentice Operators will be paid in accordance with Group 5.

(ii) Level 1 Apprentice Operators in training for Group 1 shall be paid:


- 0-200 hours in accordance with Group 4.
- Anything in excess of 200 hours to be paid in accordance with Group 3.

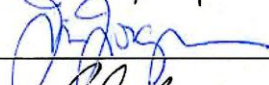
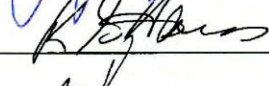


(iii) Level 1 Apprentice Operators in training for Group 3 shall be paid:

- 0-200 hours in accordance with Group 5.
- Anything in excess of 200 hours to be paid in accordance with Group 4.

All of which is Agreed and Signed this 26th day of July, 2007:

For the Trade Division:



For the Union:

