

PROVINCIAL
OPERATING ENGINEERS COLLECTIVE AGREEMENT
FOR GENERAL CONSTRUCTION SECTOR

May 7th, 2001 to April 30th, 2003

by and between

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

- and -

INTERNATIONAL UNION
OF OPERATING ENGINEERS,
Local 955

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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 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, 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. 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.
- 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.

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 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.

If any of the above holidays falls on a scheduled day off, the following regular working day shall be observed as the holiday. When Christmas and/or Boxing Day fall on a regularly scheduled day off, the following regularly scheduled working day or days shall be observed as the holidays.

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 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.

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 dollars (\$30.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of fifteen dollars (\$15.00) will be paid for each day worked.

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 provided on 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 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.

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 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 thirty nine cents (39¢) 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, 2001, to 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:

<u>Travel Allowance:</u>	
80 km @ 80 km./ hr. = 1 hour at base rate of \$27.57	= \$27.57
<u>Vehicle Allowance:</u> 80 km. @ 39¢ per km.	= \$31.20
For a daily total of	= \$58.77

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

- (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) kilometre 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 thirty-nine cents (39¢) 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 - \$70.00 each way;
 - (ii) 200 kilometres to 300 kilometres - \$100.00 each way;
 - (iii) 300 kilometres to 375 kilometres - \$120.00 each way;
 - (iv) over 375 kilometres to 475 kilometres \$180.00 each way, 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 \$275.00 each way 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 means of weekly bussing, an employee, at the time of dispatch, will be allowed to elect to use the bus 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 a new bus route 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 bus 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 bus 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 bus transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.

- Notwithstanding the foregoing, an employee who has elected to use provided busses, and who is hired, laid off, or terminated on a day when weekly bussing 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)

- (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 forty dollars (\$140.00) 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 fifty dollars (\$250.00) 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 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, 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 eighty-five dollars (\$85.00) per day, except for:

- the **Fort McMurray** region** where the rate will be one hundred dollars (\$100.00).

** Pursuant to the completion of a subsistence review process as outlined in this Article of this agreement, **effective May 28, 2001**, the Industrial subsistence allowance rate for Fort McMurray as indicated in this Article, has been adjusted to one hundred fifteen dollars (\$115.00).

- (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 Statutory 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 Statutory Holiday.

- (b) Applicable beyond a four hundred 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; 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 eighty-five dollars (\$85.00) per day, except for:

- the **Fort McMurray** region** where the rate will be One hundred dollars (\$100.00).

** Pursuant to the completion of a subsistence review process as outlined in this Article of this agreement, **effective May 28, 2001**, the Industrial subsistence allowance rate for Fort McMurray as indicated in this Article, has been adjusted to one hundred fifteen dollars (\$115.00).

Employees failing to report for work on the work day immediately preceding and following a week-end or Statutory 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. 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 made 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 1990 - 1999 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.
- (vi) An inconvenience allowance of fifteen dollars (\$15.00) per day worked shall be paid to employees who are required to travel between the MRC or PTI camps and the Suncor site, or between the Suncor camps and the Aurora 1 or 2, or MRC sites. (This is a "pure" allowance, and is not to be considered part of earnings for the purposes of any calculations.) Similar situations not expressly mentioned in this Clause which may arise in the future will be subject to discussion by the Parties to determine if the situation warrants consideration for similar treatment.

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:

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 thirty-nine cents (39¢) 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 can not 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 two (2) men 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 times thirty-nine (39¢) 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) If the complaint is not settled within seven (7) days (excluding Saturdays, Sundays and General Holidays), it 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.
- (e) 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.
- (f) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairman.

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.

- (g) 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 seven (7) 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 (\$2.00) 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 fifteen (15) minutes at his option. Variances of greater than fifteen (15) minutes shall be mutually agreed between the Employer and the Union.

12.07 A non-paid lunch break of either one-half (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 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 where required 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

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.

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.

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

Effective May 7th, 2001, the Employer shall pay one dollar and thirty cents (\$1.30) for each hour worked by each employee engaged in **industrial** work, and one dollar and twenty cents (\$1.20) for each hour worked by each employee engaged in **commercial/institutional** work, into the Operating Engineers Local 955 Health and Welfare Trust Fund.

Effective May 1st, 2002, the Employer shall pay one dollar and thirty-five cents (\$1.35) for each hour worked by each employee engaged in **industrial** work, and one dollar and twenty-five cents (\$1.25) for each hour worked by each employee engaged in **commercial/institutional** work, into the Operating Engineers Local 955 Health and Welfare Trust Fund.

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

Effective May 7th, 2001, the Employer shall pay four dollars (\$4.00) for each hour **earned** by each employee engaged in **industrial** work, and two dollars and forty-five cents (\$2.45) for each hour **worked** by each employee engaged in **commercial/institutional** work, into the Operating Engineers Local 955 Pension Trust Fund.

Effective November 1st, 2001, the Employer shall pay four dollars and twenty five cents (\$4.25) for each hour **earned** by each employee engaged in **industrial** work, and two dollars and seventy cents (\$2.70) for each hour **worked** by each employee engaged in **commercial/institutional** work, into the Operating Engineers Local 955 Pension Trust Fund.

Effective May 1st, 2002, the Employer shall pay four dollars and fifty cents (\$4.50) for each hour **earned** by each employee engaged in **industrial** work, and two dollars and ninety five cents (\$2.95) for each hour **worked** by each employee engaged in **commercial/institutional** work, into the Operating Engineers Local 955 Pension Trust Fund.

Effective November 1st, 2002, 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

Effective May 7th, 2001, the Employer shall pay twenty-five cents (25¢) 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.

Effective May 1st, 2002, the Employer shall pay thirty cents (30¢) 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.

Foreman Premium: Foreman premium linked, up to a maximum total premium:

- for the “operating foreman” of \$4.50,
- for the “non-operating foreman” of \$5.00, and

- for the “general foreman” of \$7.50.

(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.

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 246/88, "Crane and Hoisting Equipment Operator Trade Regulation", under the Manpower Development 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 while training with Group 1 operator, and then in accordance with Group 3 for 400 hour apprentice period.
- Level 1 apprentice operators in training for Group 3 work to be paid in accordance with Group 5 while training with Group 1 operator, and then in accordance with Group 4 for 400 hour apprentice period.

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

	Base	Hol. & Vacation	Health & Welfare	Pension	Training	Gross
Group 1, including 2nd Class Steam Engineer						
May 7, 2001	27.57	2.76	1.30	4.00	0.25	35.88
Nov. 1, 2001	28.29	2.83	1.30	4.25	0.25	36.92
May 1, 2002	28.98	2.90	1.35	4.50	0.30	38.03
Nov. 1, 2002	29.65	2.97	1.35	4.50	0.30	38.77
Group 2, including 3rd Class Steam Engineer						
May 7, 2001	26.09	2.61	1.30	4.00	0.25	34.25
Nov. 1, 2001	26.77	2.68	1.30	4.25	0.25	35.25
May 1, 2002	27.42	2.74	1.35	4.50	0.30	36.31
Nov. 1, 2002	28.05	2.81	1.35	4.50	0.30	37.01
4th Class Steam Engineer						
May 7, 2001	25.35	2.54	1.30	4.00	0.25	33.44
Nov. 1, 2001	26.00	2.60	1.30	4.25	0.25	34.40
May 1, 2002	26.62	2.66	1.35	4.50	0.30	35.43
Nov. 1, 2002	27.25	2.72	1.35	4.50	0.30	36.12
Group 3, including Fireman						
May 7, 2001	24.60	2.46	1.30	4.00	0.25	32.61
Nov. 1, 2001	25.24	2.52	1.30	4.25	0.25	33.56
May 1, 2002	25.84	2.58	1.35	4.50	0.30	34.57
Nov. 1, 2002	26.45	2.64	1.35	4.50	0.30	35.24
Group 4						
May 7, 2001	23.09	2.31	1.30	4.00	0.25	30.95
Nov. 1, 2001	23.68	2.37	1.30	4.25	0.25	31.85
May 1, 2002	24.24	2.42	1.35	4.50	0.30	32.81
Nov. 1, 2002	24.82	2.48	1.35	4.50	0.30	33.45
Group 5						
May 7, 2001	21.57	2.16	1.30	4.00	0.25	29.28
Nov. 1, 2001	22.12	2.21	1.30	4.25	0.25	30.13
May 1, 2002	22.62	2.26	1.35	4.50	0.30	31.03
Nov. 1, 2002	23.16	2.32	1.35	4.50	0.30	31.63

15.02 Schedule of Wage Rates (cont.)

COMMERCIAL/INSTITUTIONAL

	Base	Hol. & Vacation	Health & Welfare	Pension	Training	Gross
Group 1, including 2nd Class Steam Engineer						
May, 7, 2001	22.85	2.29	1.20	2.45	0.20	28.99
Nov. 1, 2001	23.39	2.34	1.20	2.70	0.20	29.83
May 1, 2002	23.93	2.39	1.25	2.95	0.20	30.72
Nov. 1, 2002	24.43	2.44	1.25	3.00	0.20	31.32
Group 2, including 3rd Class Steam Engineer						
May, 7, 2001	21.03	2.10	1.20	2.45	0.20	26.98
Nov. 1, 2001	21.51	2.15	1.20	2.70	0.20	27.76
May 1, 2002	21.99	2.20	1.25	2.95	0.20	28.59
Nov. 1, 2002	22.45	2.25	1.25	3.00	0.20	29.15
4th Class Steam Engineer						
May, 7, 2001	20.44	2.04	1.20	2.45	0.20	26.33
Nov. 1, 2001	20.90	2.09	1.20	2.70	0.20	27.09
May 1, 2002	21.36	2.14	1.25	2.95	0.20	27.90
Nov. 1, 2002	21.81	2.18	1.25	3.00	0.20	28.44
Group 3, including Fireman						
May, 7, 2001	19.85	1.99	1.20	2.45	0.20	25.69
Nov. 1, 2001	20.30	2.03	1.20	2.70	0.20	26.43
May 1, 2002	20.74	2.07	1.25	2.95	0.20	27.21
Nov. 1, 2002	21.18	2.12	1.25	3.00	0.20	27.75
Group 4						
May, 7, 2001	18.67	1.87	1.20	2.45	0.20	24.39
Nov. 1, 2001	19.09	1.91	1.20	2.70	0.20	25.10
May 1, 2002	19.50	1.95	1.25	2.95	0.20	25.85
Nov. 1, 2002	19.91	1.99	1.25	3.00	0.20	26.35
Group 5						
May, 7, 2001	17.49	1.75	1.20	2.45	0.20	23.09
Nov. 1, 2001	17.87	1.79	1.20	2.70	0.20	23.76
May 1, 2002	18.25	1.82	1.25	2.95	0.20	24.47
Nov. 1, 2002	18.64	1.86	1.25	3.00	0.20	24.95

15.03 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 Apprentices 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.

(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 (Journeymen) 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.

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.

17.03 Foreman Premiums

The following premiums shall apply to the respective foreman classifications:

- (a) operating foreman \$2.50/hour
- (b) non-operating foreman \$3.00/hour
- (c) general foreman \$5.50/hour

The hourly rate for a foreman 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, subject to the limits set out in Article 15.01.

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.

Until April 30^h, 2002, an employee may choose to receive payment by cheque in lieu of direct bank deposit by submitting a written request to the Employer at the time of hire.

After April 30^h, 2002, 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 statutory 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 7th day of May, 2001 to the 30th day of April, 2003, 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 July, 2001 in the Province of Alberta.

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

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 955**

R. Neil Tidsbury
President

Mike King, Business Manager &
Financial Secretary

Bruce Moffatt, Recording
Corresponding Secretary

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 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 7, 2001 through April 30, 2003 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 July, 2001:

For the Association:

For the Union:

R. Neil Tidsbury
President

Mike King, Business Manager &
Financial Secretary

Bruce Moffatt, Recording
Corresponding Secretary

JOB TARGETING APPENDIX

**to the
Collective Agreement
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 955
(the "Union")
pursuant to registration certificate number 24.**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 7, 2001 to April 30, 2003 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** Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Coordinating Committee of Registered Employers' Organizations and of the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.
- 2** This Job Targeting Appendix shall remain in effect until terminated on sixty (60) days notice by either party or until the Collective Agreement terminates, whichever is the earlier. It is further understood that the parties shall meet periodically to review the application and operation of this Job Targeting Appendix and may amend the terms or operation of this Appendix at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Appendix, where there has been agreement upon special terms and conditions of

employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.

This Job Targeting Appendix shall be attached to and part of the Collective Agreement between the Parties hereto.

All of which is agreed this ___ day of July, 2001:

For the Association:

For the Union:

R. Neil Tidsbury
President

Mike King, Business Manager &
Financial Secretary

Bruce Moffatt, Recording
Corresponding Secretary

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 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 7, 2001 to April 30, 2003 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

- (a) The Employer shall deduct five cents (5¢) per hour worked as a check-off 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. At the option of the Employer, the Employer may remit such moneys directly to an account designated by the Council, under the same timings and conditions as are in force for submission to the Local Union.

- (b) The moneys deducted by the Employer for the Council check-off shall be deemed to be in trust. Where the Employer chooses to remit the check-offs to the Union the same shall be remitted by the Employer and received by the Union in trust for the Council.

- (c) In any event the Employer shall report to the Council, either as part of the Employer's report to the Union or as noted below, in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:
- (1) the name and social insurance number for each employee on whose behalf the deduction was made;
 - (2) the number of hours worked;
 - (3) the amount of money deducted;
 - (4) the employee's trade union affiliation;
 - (5) a nil return where applicable.

In making this report directly to the Council, the Employer may use his own computer or hand generated records or may make use of forms supplied by the Council, such forms to be available to the Employer on request and at no cost to the Employer.

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 hourly dues levied by the C.L.R. pursuant to section 163 of the *Code* and pursuant to this Collective Agreement. The rate of dues levied by the Association as of the date of this Letter of Understanding shall be six cents (6¢) per hour for each and every hour worked by employees of the Employer that are affected by Registration Certificate no. 24 and by this Collective Agreement. The said rate may be changed by notice in writing to the Employer.

(b) In the event of a failure on the part of any Employer to contribute to the Association the 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) In addition to the contributions stipulated in (a) above, three cents (3¢) per hour worked, shall be forwarded to Construction Labour Relations at #207, 2725 – 12th Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR to provide an Employee and Family Assistance Benefit Plan (EFAP) for all bargaining unit Employees employed under the terms of this Collective Agreement, pursuant and subject to the plan rules.

(d) The Operating Engineers (Provincial) Trade Division of Construction Labour Relations – Alberta may, by notice in writing to the Union, change the amount of cents per man hour in (a) and (c) above.

(e) 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 July, 2001:

For the Association:

For the Union:

R. Neil Tidsbury
President

Mike King, Business Manager &
Financial Secretary

Bruce Moffatt, Recording
Corresponding Secretary

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 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 7, 2001 to April 30, 2003 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 part of the Collective Agreement between the parties hereto.

All of which is agreed this ____ day of July, 2001:

For the Association:

For the Union:

R. Neil Tidsbury
President

Mike King, Business Manager &
Financial Secretary

Bruce Moffatt, Recording
Corresponding Secretary

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 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 7, 2001 to April 30, 2003 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 part of the Collective Agreement.

All of which is agreed this ____ day of July, 2001:

For the Association:

For the Union:

R. Neil Tidsbury
President

Mike King, Business Manager &
Financial Secretary

Bruce Moffatt, Recording
Corresponding Secretary

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 955
(the "Union")

Re: Insurance Requirements

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 7, 2001 to April 30, 2003 as set out in the said Collective Agreement, and

Whereas, The Parties mutually desire to assist members in their understanding of liability insurance coverage,

Now Therefore It Is Agreed between the Parties hereto:

- 1 Upon written request from the Business Manager in respect to a particular project, the Employer will disclose to the Business Manager the liability insurance coverage for the subject project respecting the operation of equipment by employees of and subcontractors to the Employer, that are required by the general contract terms and conditions for the subject project.
- 2 This Letter of Understanding shall be attached to and form part of the said Collective Agreement, and will terminate and be removed from the Collective Agreement on January 1, 2002.

All of which is agreed this ____ day of July, 2001:

For the Association:

For the Union:

R. Neil Tidsbury
President

Mike King, Business Manager &
Financial Secretary

Bruce Moffatt, Recording

Corresponding Secretary