

# **COLLECTIVE AGREEMENT**

Between

## **ALBERTA CRANE OWNERS' ASSOCIATION**

as agent for and on behalf of those Employers affected by Registration Certificate Number 46 (Party of the First Part) and those Employers that have authorized the Association to bargain collectively respecting matters included in this Collective Agreement

and

## **INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 955 (Party of the Second Part)**

**Effective: May 3, 2015 to April 30, 2019**

## TABLE OF CONTENTS

ARTICLE 1:00 - PURPOSE .....	3
ARTICLE 2:00 - SCOPE .....	3
ARTICLE 3:00 - RECOGNITION .....	4
ARTICLE 4:00 - NO WORK STOPPAGE .....	4
ARTICLE 5:00 - MANAGEMENT RIGHTS .....	5
ARTICLE 6:00 - JOB STEWARDS .....	5
ARTICLE 7:00 - UNION SHOP .....	6
ARTICLE 8:00 - GRIEVANCE PROCEDURE .....	8
ARTICLE 9:00 - BULLETIN BOARDS .....	10
ARTICLE 10:00 - TOOLS .....	10
ARTICLE 11:00 - HOURS OF WORK AND OVERTIME .....	10
ARTICLE 12:00 - TRANSPORTATION AND TRAVEL TIME .....	14
ARTICLE 13:00 - ACCOMMODATIONS .....	16
ARTICLE 14:00 - ANNUAL VACATION AND GENERAL HOLIDAY PAY .....	17
ARTICLE 15:00 - CLASSIFICATIONS AND WAGE RATES .....	17
ARTICLE 16:00 - ALCOHOL AND DRUG POLICY .....	21
ARTICLE 17:00 - EMPLOYER CONTRIBUTIONS .....	22
ARTICLE 18:00 - WORKING CONDITIONS .....	24
ARTICLE 19:00 - GENERAL .....	24
ARTICLE 20:00 - FOREMEN .....	25
ARTICLE 21:00 - FAIR ENFORCEMENT PROVISION .....	26
ARTICLE 22:00 - SPECIAL PROJECTS .....	27
ARTICLE 23:00 - CANADIAN FORCES RESERVES .....	27
ARTICLE 24:00 - DURATION OF COLLECTIVE AGREEMENT .....	27
APPENDIX "A" .....	29
Letter of Understanding .....	30
Re: Rapid Site Access Program .....	30
Letter of Understanding .....	32
Re: Referral for Case Managed Aftercare .....	32
Letter of Understanding .....	34
Re: Wage Determination .....	34
Letter of Understanding .....	37
Re: Task Group for Records Maintenance .....	37

## **COLLECTIVE AGREEMENT**

**Between**

**ALBERTA CRANE OWNERS' ASSOCIATION**  
as agent for and on behalf of those  
Employers affected by Registration Certificate Number 46  
**(Party of the First Part)**

and

Those Employers who have Authorized the Association to bargain collectively  
respecting matters included in this Collective Agreement

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

and

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL UNION NO. 955**  
**(Party of the Second Part)**

(hereinafter referred to as the Union)

### **ARTICLE 1:00 - PURPOSE**

1:01 The purpose of this Collective Agreement is to establish mutually satisfactory relations between the Employer and their employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are covered by the provisions of this Collective Agreement; and to establish and maintain a source of competent, qualified tradespeople for the Employer to maintain the Employer's competitive position within the marketplace.

### **ARTICLE 2:00 - SCOPE**

- 2:01 (a) This Collective Agreement applies to all employees employed as Operating Engineers in the Province of Alberta and that section of the Northwest Territories formerly known as the District of MacKenzie. Operating Engineers shall be defined as all persons engaged in the operation, service, maintenance, assembling and dismantling of all hoisting and portable machines, boilers and engines including trucks.
- (b) Notwithstanding the foregoing, where employees are dispatched or transferred to an industrial construction project as such work is defined in

the general construction sector collective agreement negotiated pursuant to registration certificate number 24, and where such employees are scheduled to be engaged on such project for more than five (5) days, the Employer may apply the provisions of the said general construction agreement to all work such employees perform on the industrial construction project.

- 2:02 On work coming within the scope of this Collective Agreement (except trucks and cartage hauling), the Employer agrees to give preference when engaging Sub-Contractors to those Sub-Contractors who are in contractual relations with the Union. If other Sub-Contractors are engaged, the Employer shall advise them of this Collective Agreement and require them to adhere to the provisions of same.
- 2:03 Rates of pay for classifications not listed shall be set by negotiations provided for as follows: 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 of pay applicable thereto. In the event that such negotiations do not result in agreement upon the classifications and rates of pay 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 by an arbitration board as provided in the grievance procedure. The wage rate established shall become effective on the date upon which notice was given to commence negotiations.
- 2:04 If any provision of this Collective Agreement is in conflict with the laws or regulations of Canada or Alberta, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Collective 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 8:00.

### **ARTICLE 3:00 - RECOGNITION**

- 3:01 The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has established, or subsequently establishes, and retains the right of collective bargaining.

### **ARTICLE 4:00 - NO WORK STOPPAGE**

- 4:01 The Employer agrees it will not cause or direct any lockout of its employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production or construction. It is agreed that there shall be no secondary boycotts.

- 4:02 In the event of a jurisdictional dispute such dispute shall be settled in accordance with the procedures of the Jurisdictional Disputes Board of the Building and Construction Trades Department of the AFL-CIO without permitting same to interfere with the prosecution or progress of the work.
- 4:03 In the event that a Jurisdictional Disputes Board is established by Statute or agreed upon by Labour and Management in Alberta for the Construction Industry, subject to the approval of the signatories to this Collective Agreement, it will be recognized by the parties to this Collective Agreement.

#### **ARTICLE 5:00 - MANAGEMENT RIGHTS**

- 5:01 Subject to the terms of this Collective Agreement, the Union recognizes the right of the Employer to the management of its business and the direction of the working forces, including the right to hire and select workers, to promote and/or transfer any employee, to discipline 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 Collective Agreement. The Management's rights as set out herein should not be deemed to exclude the other rights of Management at common law.

#### **ARTICLE 6:00 - JOB STEWARDS**

- 6:01 (a) The Union shall appoint Job Stewards in such number as they deem necessary for proper representation.
- (b) The Job Steward shall not be discriminated against respecting the fulfillment of his or her proper duties as a Steward. Without restricting the generality of the foregoing, the Steward shall not be discriminated against respecting work assignment, or the scheduling of overtime work, for which the Steward is qualified.
- (c) Persons appointed as Stewards shall be provided training respecting their steward duties.
- (d) The Stewards shall be allowed a reasonable amount of time during working hours to perform the work of the Union.
- (e) The Job Steward shall be one of the last two (2) to be laid off in their classification, from a site, project or branch to which the steward has been assigned, providing they have the skill, knowledge and ability to perform the remaining work.



- 6:02 Business Agents shall have access to all jobs covered by this Collective Agreement providing that arrangement has been made with the Employer prior to each visit.

#### **ARTICLE 7:00 - UNION SHOP**

- 7:01 (a) The Employer agrees to hire only members in good standing of Local 955 who are in possession of a referral slip from the Union. When workers are required, the Employer shall call the Union for additional workers. The Employer shall have the right to request specific members by name provided they have previously been employed by the Employer, and so long as they are available, they shall be supplied by the Union. Manpower requests must be received by the Union dispatch office no later than 2:00pm to be recorded for that day. If the Union is unable to supply qualified, competent workers within one (1) business day (8:30am-4:30pm) following the day of the manpower request, excluding Saturdays, Sundays and holidays, the Employer may hire them elsewhere provided such workers become members of the Union after the completion of three hundred and fifty (350) hours of work.

- (b) All employees supplied by the Union pursuant to this Article 7:00 shall have, as a minimum,

- (i) WHIMS/CSTS certification, H<sub>2</sub>S certification, a current and valid driver's license, an airbrake license, OSSA Regional Orientation and OSSA Standard Training appropriate to the work to be performed by that candidate, and appropriate trade/apprenticeship certification and/or interprovincial red seals, all of which shall be satisfactory to the Employer, and

- (ii) Shall also have a present ability to do the work required.

The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

- (c) In the event the Union cannot supply members qualified under Clause 7.01(b)(i), then the Union may advise the Employer of members with appropriate trade qualifications, and the Employer may choose to accept these members.

- (d) The Employer shall have the sole and absolute right to refuse any workers who fail to comply with (i) above, and such refusal shall not be reviewed by

any arbitrator or arbitration board. This specific right shall not be construed as limiting or otherwise affecting other rights and prerogatives retained by Clause 5:01.

- (e) 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 Collective Agreement.

The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Association and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices or employees who will join the Union.

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

- 7:02 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.
- 7:03 Initiation fees, reinstatement fees and back dues, as evidenced by a signed authorization from the employee, will be deducted by the Employer on a monthly basis.
- 7:04 Monies deducted in accordance with Clauses 7:02 and 7:03 above shall be remitted to the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, together with a list showing the amount deducted for each employee.
- 7:05 Where circumstances necessitated the hiring of Local 955 permit holders or travel cards, and layoffs take place on a site, project or branch, where practical, and subject to the skill, knowledge and ability of the remaining employees to perform the remaining work, the following procedures and sequence of layoff shall be followed:
  - 1. Permit holders
  - 2. Travel Cards
  - 3. Good standing members last.

Upon request, the Employer shall provide the Union Business Agent with a list of all employees at the site, project or branch.

Workers on the Project may be offered by the Employer the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union

members first, travel card members second, and workers on permits third. Workers exercising this option shall be required to sign a form confirming they are making use of this provision.

- 7:06 When an employee quits or is laid off, and the Employer reasonably believes that employee has exhibited performance, attendance and behaviour that did not meet the Employer's expectations, the Employer shall notify the Union in writing of the name and the experience with that employee forthwith after the quit or layoff.
- 7:07 Workers shall maintain log books, supplied by the Union, that reflect their worksite experience and the Employer shall co-operate in completing the Employer verification portion of the log book.

#### **ARTICLE 8:00 - GRIEVANCE PROCEDURE**

- 8:01 In the event that either the Employer or the Union wish to process a grievance covering the interpretation, application, operation or alleged violation of this Collective Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within one hundred and twenty (120) days of the event giving rise to the grievance, and proceed to step (d) below.
- 8:02 In the event of any grievance arising out of this Collective Agreement between the Employer and an employee, the procedure below will be followed:
- (a) An aggrieved party shall, within fifteen (15) days of the occurrence of the grievance, submit their complaint in writing to the Job Steward or, if the Job Steward is not available, to an official representative of the Union, who shall endeavour to settle the complaint between the employee and their immediate supervisor during working hours without loss of pay.
  - (b) If a settlement is not reached within two (2) days excluding Saturdays, Sundays and holidays, the Job Steward shall present the matter of complaint in writing to an official representative of the Union for discussion with the designated official representative of the Employer.
  - (c) If the matter of complaint is not then settled within seven (7) days, excluding Saturdays, Sundays and holidays, then it shall be referred in writing to the Business Agent of the Union for discussion with a management representative of the Employer.
  - (d) If the matter of complaint is not then settled within ten (10) days, excluding Saturdays, Sundays and holidays, it shall be referred to an Arbitration Board consisting of one (1) member appointed by the Employer, one (1) member appointed by the Union and a neutral Chairman selected by these two (2) appointees.
  - (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 appointment of the Chairman.
- (g) The costs of and in connection with the Arbitration Board shall be borne by the parties hereto as follows: the Employer and the Union shall pay any fees and expenses of their respective representatives and any fees and expenses of the Chairman shall be divided equally.
- (h) By mutual consent of the parties the foregoing time limits may be extended.
- (i) The Arbitration Board shall not alter, amend or change the terms of this Collective Agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award, the decision of the Chairman shall be the award.

8:03 A claim by an employee that they have been unjustly dismissed from their employment shall be treated as a grievance if a written statement of such grievance is lodged in accordance with Article 8:00 within five (5) days (exclusive of Saturdays, Sundays and holidays) after the employee ceases to work for the Employer.

8:04 As an alternative procedure to that outlined, commencing with Clause 8:02 (d) the following procedure shall be used if mutually agreed in writing by the Employer and the Union.

- (a) The steps prescribed in Clause 8:02 (a), (b) and (c) shall apply.
- (b) If the matter of complaint is not then settled within ten (10) days excluding Saturdays, Sundays and 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 the single Arbitrator within fourteen (14) days from the date of referral, the appointment shall be made in accordance with the *Labour Relations Code*.
- (d) The single Arbitrator shall have the same authority as an Arbitration Board and shall make his or her decision within fourteen (14) days of his or her appointment.
- (e) By mutual consent of the parties the foregoing time limits may be extended.
- (f) The single Arbitrator shall not alter, amend or change the terms of this Collective Agreement. The decision of the Arbitrator shall be final and binding on both parties.

## ARTICLE 9:00 - BULLETIN BOARDS

- 9:01 The Employer shall provide bulletin boards for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Union and submitted to the management for their approval.

## ARTICLE 10:00 - TOOLS

- 10:01 Where employees furnish tools related to or in support of their work assignments, they shall provide the Employer with an inventory of said tools, which inventory shall be checked and approved by the Employer.
- 10:02 In the event such tools and kit are lost due to fire or theft (forcible entry) the Employer shall replace the lost tools with tools of an equivalent standard.
- 10:03 **Tool Allowance** - Mechanics, and persons hired as service technicians who are required to utilize their own hand tools, shall receive a tool allowance of eighty-five cents (\$0.85) per hour for each hour worked. Apprentice mechanics who are required to utilize their own hand tools, shall receive a tool allowance of one dollar (\$1.00) 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.

## ARTICLE 11:00 - HOURS OF WORK AND OVERTIME

- 11:01 Except as specified in this Collective Agreement, the Employer does not guarantee to provide work to any employee for regularly assigned hours or for any other hours.
- 11:02 The regular working day shall consist of eight (8) consecutive hours of employment between 6:30 a.m. and 4:30 p.m., Monday to Friday inclusive, exclusive of one-half ( $\frac{1}{2}$ ) hour for lunch. The starting time may be any time between 6:30 a.m. to 8:00 a.m. at the discretion of the Employer. The lunch period shall be at the mid-point of the shift but, if an employee is unable to eat his or her lunch he or she shall then be paid at the rate of one and one-half times ( $1\frac{1}{2}x$ ) his or her regular basic rate for his or her one-half ( $\frac{1}{2}$ ) hour lunch period. All hours worked before or after the regular work day, Monday through Friday, shall be paid at the prevailing overtime rate.
- 11:03 **Overtime** - Overtime hours Monday through Friday shall be paid at the rate of one and one half times ( $1\frac{1}{2}x$ ) the regular rate of pay for the first two (2) hours worked and two times (2x) the regular rate of pay for hours thereafter.
- 11:04 All employees shall receive double (2x) the regular rate for all time worked on Saturdays, Sundays and the following General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day

Victoria Day                      Christmas Day  
Canada Day                      Boxing Day  
August Civic Holiday

A further holiday shall be granted if a day is declared a General Holiday by the Federal or Provincial Government, and is generally recognized by the Building Trades and C.L.R.A contractors.

No work shall be performed on Labour Day except where safety to life or property makes it necessary.

For the purposes of this section, a "regular work day" is a day for which straight time rates would apply and an "overtime day" is a day for which overtime rates would apply to all hours worked.

Where a General Holiday falls on an overtime day, the General Holiday will be observed on the next regular work day.

Under these circumstances, work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time (2x).

11:05 All time involved in moving machines, equipment and trucks over 1 ton capacity shall be considered as working hours and the applicable rate shall be paid. All time involved in operating a vehicle for the express purpose of transporting materials shall be considered working time and the applicable rates shall be paid. All time spent operating a vehicle, the express purpose of which is to transport in excess of four (4) people, shall be considered working time and the applicable rates shall be paid. All time involved in moving trucks 1 ton capacity and under, supplied by the Employer shall be paid as travel time.

Mechanics will be paid working time when driving service vehicles.

- 11:06 (a) Shifts other than regular hours may be worked provided the shift lasts at minimum, three (3) full shifts. Shifts other than day shift may commence any time between the hours of 12:00 noon and 4:00 a.m.
- (b) In the event that an employee is transferred between shifts and as a result of such transfer is not able to work the entire or a portion of the shift on a regular working day following the transfer as a result of the minimum rest requirements, that employee shall be paid for the portion of the missed shift as a result of such transfer, to a maximum of eight (8) hours. An employee shall not be eligible for this payment if the employee is terminated, laid off, completing a regular shift rotation (e.g., a 14/7 cycle) or is otherwise unavailable to work the missed shift or portion thereof.
- (c) Shifts of ten (10) hours per day for four (4) consecutive days may be worked at regular rates of pay, exclusive of Saturday and Sunday.

When compressed work weeks are scheduled on a Monday through Thursday basis, time and one-half (1½x) shall apply to the first ten (10) hours worked on Friday.

When compressed work weeks are scheduled on a Tuesday through Friday basis, time and one-half (1½x) shall apply to the first ten (10) hours worked on the preceding Monday.

All other overtime to be at double time (2x).

- (d) A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at double time (2x).
- (e) When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two (2) breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.
- (f) When twelve (12) hour shifts are worked, in lieu of work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling three (3) breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the twelve (12) hour shift. In the event the employee is not able to take a break, the employee shall be paid at the applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½x) shall be paid for the missed break.
- (g) Break times noted above may be adjusted for efficiency and reasonableness.
- (h) **Shift Differential** - Employees working on shifts other than day shift shall receive a premium of three dollars (\$3.00) per hour in addition to his or her wages for all hours worked (to be increased to three dollars and fifty cents (\$3.50) effective May 7, 2017). All work performed in excess of eight (8) hours shall be paid for at the applicable overtime rate plus the applicable



shift premium. The regular shift may commence on Sunday or end on Saturday at straight time rates of pay.

11:07 No employee shall work more than one (1) straight time shift in any consecutive twenty-four (24) hour period and the applicable overtime rate will be paid until a full break of eight (8) hours occurs. Call-out time, not exceeding two (2) hours worked, will not be considered an interruption of the eight (8) hour break.

11:08 If it becomes necessary for an employee to work for more than six (6) consecutive hours prior to the scheduled start of the mid-shift break or following the scheduled completion of the mid-shift break, the Employer at the request of the employee shall provide the employee with a meal free of charge, and every four (4) hours thereafter.

If circumstances make the providing of a meal impractical, the employee shall receive seventeen dollars and fifty cents (\$17.50) in lieu of each meal not so provided. With proper receipts being provided, the meal allowance shall increase to a maximum of forty dollars (\$40.00). The meal allowance shall be reviewed annually to reflect Canada Revenue Agency allowable limits.

Where a shift in excess of eleven (11) hours but not longer than twelve (12) hours is worked, and when camp accommodations are provided and a meal is provided at the end of the shift, there shall be no such reimbursement.

**11:09 Reporting Time Pay:**

- (a) An employee reporting for work on call of the Employer shall receive two (2) hours pay at his or her straight time rate unless the employee is notified at least one and one-half (1½) hours prior to his or her regular starting time not to report. If a camp is maintained, one (1) hour notice shall be given.
- (b) Four (4) hours pay at the applicable rate for that day to any employee who reports for work and performs work of not more than four (4) hours duration.
- (c) An employee who performs work of over four (4) hours duration shall receive pay for time worked.
- (d) Notwithstanding the provisions of (a), (b), and (c) above, when an employee refuses to work or to continue to work, or there is a third party labour work stoppage, no pay for hours not worked shall be required.

11:10 **Call-Out Pay:** Employees called out for work outside of regular working hours in accordance with Clause 11:02 will receive a minimum of two (2) hours pay at double time (2x) rates.

11:11 Reporting time pay and/or call-out pay is exclusive of travel time pay.

11:12 Employees will not be required to work less than the regular assigned hours because of the regular starting and quitting time of any trade engaged on a job.

- 11.13 When an employee who is employed on out of town work and who normally returns home each weekend and/or General Holiday, is requested by the Employer to remain in accommodation at or near the jobsite in order to be available on a standby basis for weekend and/or General Holiday work, then the employee shall be entitled to the greater of pay for all hours worked at the applicable overtime rates, or eight (8) hours pay at straight time rates for each twenty-four (24) hour period during which he or she is requested to remain on standby.
- 11.14 An employee who is directed by the Employer to attend pre-employment or employment-related medical testing, and who passes the required test(s), shall be paid up to two (2) hours at the "work out of yard except operating" straight time hourly rate for the time to travel to and from and attend at the medical or testing facility.
- 11.15 In appropriate circumstances, in consideration of such issues as quality of life, workforce attraction and retention, competitiveness and market share, particular site conditions and client requirements, the Parties will devise different shift and work cycles. Provisions for such arrangements will include application, limitations, compensation, premium time and other appropriate considerations such as transportation and rotation. Clause 21.04 shall not apply to arrangements agreed pursuant to this Article.

## **ARTICLE 12:00 - TRANSPORTATION AND TRAVEL TIME**

### **12:01 Daily Travel Within City Limits**

On jobs within the cities of Edmonton or Calgary, the Employer shall provide suitable transportation from the shop to the project or from the project to the employee's car.

Any employee shall receive the appropriate rate of pay commencing either at the shop or at the project to which he is ordered to report, whichever occurs first.

The Employer shall provide transportation directly from the machine to the employee's car when necessary and in such cases no extra travel time will be paid except when the employee is kept waiting for a period in excess of fifteen (15) minutes after the end of the shift, in which case the employee shall receive straight time pay for such waiting and traveling period.

### **12:02 Travel Time and Vehicle Allowance**

All travel will be paid from the city or town limits where the Employer maintains a permanent place of business, or from temporary accommodation paid for by the Employer as follows:

- (a) When the Employer does not provide transportation, the employee will be reimbursed at the rate of fifty-two cents (52¢) per km for supply of a vehicle, plus thirty-eight cents (38¢) per km for travel time.

- (b) When the Employer provides transportation, the employee will be paid thirty-eight cents (38¢) per km for travel time.
- (c) In the event the one way travel time to be paid is three dollars and eighty cents (\$3.80) or less, no payment will be made for the vehicle or travel time.
- (d) If road or other conditions make it impossible to drive at speeds near the speed limit, actual time taken to travel can be claimed. Each case shall be approved or not on its own merits.
- (e) In the event an employee must report to more than one job site in a day, inside or outside city limits, and the Employer does not provide transportation, the vehicle allowance will apply for all kilometers traveled.
- (f) The Alberta Crane Owners' Association and the International Union of Operating Engineers Local Union No. 955 shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first five thousand (5,000) km, and a lower rate for additional kilometres. The Association and the Union shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Association and the Union.

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

#### **12:03 Initial and Return Travel**

- (a) Employees directed or dispatched to work from which they do not return home daily shall be paid vehicle allowance and travel time from the city limits of their point of dispatch as per Clause 12:02.
- (b) Return vehicle allowance and travel time as per Clause 12:02 will be paid at the completion of the job or if the employee is required to leave the job because of illness or for compassionate reasons, as substantiated by a letter from the Union.

**12:04** If an employee is requested to use the employee's own vehicle for transportation outside of the city limits of Calgary or Edmonton, or any other place where the Employer maintains a permanent place of business or any other place where the employee is temporarily domiciled, in lieu of Employer provided transportation, the employee shall be deemed to be under the direction and control of the Employer in accordance with the Occupational Health and Safety Act Regulations. The Employer is to carry non-owners insurance to cover Public Liability and Property

Damage. Employees shall not be required to use their vehicles to convey passengers, fuel, parts, etc. for the Employer.

12:05 All travel time shall be paid at straight time rates.

12:06 When an employee flies at the request of the Employer an airline ticket will be provided, and actual travel time shall be paid at straight time rates.

#### **ARTICLE 13:00 - ACCOMMODATIONS**

13:01 When assigned to locations from which daily commuting to and from the employee's permanent residence is not practicable, the Employer, at the Employer's discretion, may

- (i) provide room and board, or
- (ii) provide room and sixty dollars (\$60.00) allowance for meals, or
- (iii) provide camp accommodation, or
- (iv) pay employees for all reasonable expenses incurred for room and board while working at locations for which daily commuting from their residences is not practicable, provided proper expense reports and receipts are submitted in accordance with the Employer's usual procedures, or
- (v) pay subsistence allowance as per the General Construction Sector Collective Agreement entered into pursuant to registration certificate number 24.

Employee preferences will be considered.

Notwithstanding the foregoing, it is understood that there will be some tasks and assignments for which, due to circumstances beyond the Employer's control, it will not be practicable to provide accommodations in accordance with these provisions. In such circumstances, the Employer and the Union shall jointly devise a practicable method of accommodations that best complies.

13:02 These amounts will be paid or accommodations provided on the condition that the employee works the regularly assigned hours per day or week.

If an employee is prevented from working the regularly assigned hours by illness or other legitimate causes these amounts will be paid or accommodations provided if approved by the Employer.

Employees returning from an overnight stay pursuant to Clause 13:01 who are required to continue to work without returning home shall be reimbursed for meals consumed in the second day.



13:03 Where camp facilities are provided by the Employer at the jobsite, such facilities shall meet the camp specifications as negotiated by Building Trades of Alberta and the Construction Labour Relations – An Alberta Association. No charge will be made to the employee for the board and accommodation at the camp, nor will the employee working at the jobsite be paid any subsistence allowance or other living expense.

13:04 It is agreed that living expenses will be paid to an employee when the employee is absent for one (1) day only because of injury, while working in a location for which reimbursement of living expenses applies, since the *Workers' Compensation Act* has no provision for compensation for the first day of injury.

#### **ARTICLE 14:00 - ANNUAL VACATION AND GENERAL HOLIDAY PAY**

14:01 Each employee shall be paid ten point four percent (10.4%) of the employee's regular rate of pay for each hour worked comprised of six percent (6%) vacation pay and four point four percent (4.4%) General Holiday Pay. Such money shall be paid to the employee each pay period.

After the later of ten (10) consecutive years of service and twenty thousand (20,000) straight time hours paid by one Employer, that Employer shall provide an additional two percent (2%) vacation pay on all hours worked, calculated on straight time rates. After the later of twenty (20) consecutive years of service and forty thousand (40,000) straight time hours paid by one Employer, that Employer shall provide an additional two percent (2%) vacation pay on all hours worked, calculated on straight time rates, totaling four percent (4%). This additional vacation pay will be paid to the employee once per year no later than January 31<sup>st</sup> of the next year.

Income Tax shall be calculated and deducted from vacation and General Holiday pay along with the employee's earnings on each regular pay period.

14:02 Vacation period shall be three (3) weeks each year. Prior to January 15<sup>th</sup> of each year the Employer shall, by notice on a bulletin board, canvass the employees to determine their preference for holiday periods. By January 31<sup>st</sup> management will, after consultation with Job Stewards, post a proposed schedule. Such schedules will give preference to employees with families to the extent that they will be given at least one (1) weeks' vacation during the months of July and August. Senior employees will be given subsequent preference provided, however, that competent replacements are available. Where it becomes necessary to deviate from the above, one (1) weeks' notice will be given by either party.

#### **ARTICLE 15:00 - CLASSIFICATIONS AND WAGE RATES**

15:01 The rates set out herein shall be adjusted in accordance with Clause 17:01 and the Letter of Understanding re Wage Determination attached hereto.

<b>Conventional Crane - Up to 50 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	43.87	4.56	2.00	5.25	0.50	56.18
<b>Conventional Crane - 51 to 125 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	45.77	4.76	2.00	5.25	0.50	58.28
<b>Conventional Crane - 126 to 250 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	46.70	4.86	2.00	5.25	0.50	59.31
<b>Conventional Crane - 251 to 500 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	49.60	5.16	2.00	5.25	0.50	62.51
<b>Conventional Crane - 501 to 800 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	53.11	5.52	2.00	5.25	0.50	66.38
<b>Conventional Crane - 801 to 1200 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	56.73	5.90	2.00	5.25	0.50	70.38
<b>Conventional Crane - 1201 ton capacity and over</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	57.83	6.01	2.00	5.25	0.50	71.59
<b>Hydraulic Crane - up to 25 ton capacity, including Boom Truck Operator</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	41.98	4.37	2.00	5.25	0.50	54.10
<b>Hydraulic Crane - 26 to 64 ton capacity, including Boom Truck Operator</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	43.87	4.56	2.00	5.25	0.50	56.18
<b>Hydraulic Crane - 65 to 80 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	44.82	4.66	2.00	5.25	0.50	57.23
<b>Hydraulic Crane - 81 to 150 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	45.77	4.76	2.00	5.25	0.50	58.28
<b>Hydraulic Crane - 151 to 250 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	46.70	4.86	2.00	5.25	0.50	59.31
<b>Hydraulic Crane - 251 to 500 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	49.60	5.16	2.00	5.25	0.50	62.51
<b>Hydraulic Crane - 501 to 800 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	53.11	5.52	2.00	5.25	0.50	66.38

<b>Hydraulic Crane - 501 to 800 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	53.11	5.52	2.00	5.25	0.50	66.38
<b>Hydraulic Crane - 801 to 1200 ton capacity</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	56.73	5.90	2.00	5.25	0.50	70.38
<b>Hydraulic Crane - 1201 ton capacity and over</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	57.83	6.01	2.00	5.25	0.50	71.59
<b>Hydraulic Crane - Work out of Yard except Operating</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	41.98	4.37	2.00	5.25	0.50	54.10
<b>Hydraulic Crane - Work in yard including Operating (This rate only applies to permanent yards). In accordance with June 18, 2007 letter.</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	35.63	3.70	2.00	5.25	0.50	47.08
<b>Mechanic/Welder - Shop and Field Apprentices to receive percentage wages as set out in Regulations</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	45.77	4.76	2.00	5.25	0.50	58.28
<b>Truck Drivers/Service men</b>						
	Base	Holiday Pay	H&W	Pension	Training	Gross
Effective Date	37.25	3.87	2.00	5.25	0.50	48.87

#### 15:02 Premiums:

Premiums to be applied to wage base rates for the operator for operating equipment with attachments are as follows:

- Two dollars and twenty-five cents (\$2.25) per hour for the principle operator: twin ring, transi-lift, strand jack, RMS lifting system, and jacking system with a capacity in excess of 450 tons.
- One dollar and twenty-five cents (\$1.25) per hour for: ringer, max-er, super lift, sky horse, ring horse, tower and/or luffing jib.

#### 15:03 Hoisting Equipment Apprentices

- Representatives of the Association and of the Union shall meet annually, no later than June 30<sup>th</sup> of each year of the Collective Agreement, to examine the demographics and skill sets of the workforce, and shall set as targets the number of additional journeypersons that will be required in the next five (5) years, and shall accordingly set as targets the number of apprentices that will need to be started in each year. The Parties shall then discuss among the affected Employers the allocation of the targets. The Parties shall also discuss best practices in training and mentoring apprentices.



- (b) If an apprentice does not attend school within one (1) year of achieving the applicable hours for the subject apprenticeship period, a representative of the Employer and of the Union shall meet with the apprentice to determine the reasons for the delay.

#### **15:04 Payment of Wages**

- (a) Payday shall be weekly with a maximum holdback of one (1) week. All employees shall be paid on the job prior to quitting time. Payment may be effected 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. Where direct deposit is used, a detailed statement showing rate of pay, number of hours worked (straight time and overtime) and the deductions made shall be available within two (2) working days.
- (b) Time cards which are in the hands of a supervisor in the field by Monday at noon, or turned into the applicable office by Tuesday morning at 10:00 a.m., will be paid on that week's direct deposit. Late time cards will be paid on the following week.

- 15:05 (a) Employees shall be paid wages in full at time of discharge or layoff, or arrangements made whereby a cheque and record of employment for EI purposes will be mailed not later than the following working day. Where direct deposit is used, the employee shall be paid on his or her next scheduled direct deposit date.
- (b) When an employee quits, where direct deposit is used the employee shall be paid by direct deposit on the next scheduled direct deposit date. Otherwise the Employer shall pay out such employee on his or her next regular pay day.
  - (c) Layoff will be given to any employee, on request, after five (5) consecutive working days with no hours worked.

- 15:06 If an Employer fails to have pay available at the normal place of employment as stated in Clause 15:04 of this Collective Agreement, the Employer shall pay the employee for waiting time in the amount of eight (8) hours per day at his or her regular rate of pay for each regular working day delay.

Where it can be clearly shown that a clerical error in calculation or other delay beyond the control of the Employer has occurred, the Employer shall not be penalized provided the error is corrected within one (1) working day from the time of notification.

- 15:07 Electronic pay records and records of employment may be used at the discretion of the Employer. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.



- 15:08 (a) If the Employer determines that an error of overpayment has occurred as a result of a clerical error, and the error has occurred within the previous six (6) months, the Employer shall promptly give notice in writing to the affected employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through one (1) or more subsequent pay periods. The employee shall be given three (3) working days to respond to the notice from the Employer. If the employee agrees with the error and the plan for correction of the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional three (3) working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.
- (b) If the employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union shall, through any appropriate and lawful means, assist the Employer in recovering the overpayment from the employee.

## **ARTICLE 16:00 – ALCOHOL AND DRUG POLICY**

### **16:01 Concurrence**

Whereas the Parties are committed to ensuring insofar as possible the health and safety of every employee, the *Canadian Model* dated October 8, 2014 Version 5.0 [the “*Canadian Model*” posted at [www.coaa.ab.ca](http://www.coaa.ab.ca)], will be implemented by agreement under this Collective Agreement for the purposes set out in Section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

### **16:02 Test Results**

The Employer, upon request from an employee or former employee, will provide the confidential written report issued pursuant to Section 4.9 of the *Canadian Model* in respect to that employee or former employee.

### **16:03 Collection Site Documentation**

In the event that an individual’s collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections II (10) and/or III (11) of Appendix A of the *Canadian Model*.

### **16:04 Reasonable Cause and Post Incident Testing**

Any drug testing required by the Employer pursuant to Sections 4.4, 4.5 or 4.6 of the *Canadian Model* shall be conducted by oral fluid testing in accordance with Sub-Section 4.8.2 of the *Canadian Model*, unless the Employer is required contractually to use urinalysis.

#### 16:05 **Risk Assessment**

If an Employer requests a worker to participate in a Point of Collection Testing [POCT] risk assessment pursuant to Sub-Section 4.8.5 of the *Canadian Model*, and the worker provides the urine sample, and the laboratory drug test result is negative, the worker shall be paid for any time the worker would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the worker's conduct in respect to the incident or reasons for the test request. If the worker declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the worker shall not be entitled to any pay for time the worker would have otherwise worked while waiting for the laboratory result.

### **ARTICLE 17:00 - EMPLOYER CONTRIBUTIONS**

#### 17:01 **Adjustments to Contributions**

Forthwith after the wage adjustment calculations, representatives of the Parties shall determine whether any adjustments to the Employer Contributions will be implemented.

17:02 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.

#### 17:03 **Health and Wellness**

The Employer shall pay two dollars (\$2.00) per hour for each hour **worked** by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. The said Health and Wellness Trust Fund shall be jointly trusteeed by equal number of Employer Trustees and Union Trustees.

The Employer shall, not later than the fifteenth (15<sup>th</sup>) day of each month, mail Health and Wellness Trust Fund contributions for the previous month to the Office of the Trust Fund. Cheques are to be made payable to the Operating Engineers Local 955 Health and Wellness Trust Fund.

#### 17:04 **Pension**

The Employer shall pay five dollars and twenty-five cents (\$5.25) per hour for each hour earned by each employee into the Operating Engineers Local 955 Pension Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. The said Pension Trust Fund shall be jointly trusteeed by equal number of Employer Trustees and Union Trustees.

Notwithstanding the foregoing, the contributions to the Pension Trust Fund for any apprentice that is not a member of the Union on the effective date of this Collective Agreement shall be the percentage applicable to the apprentice trade and period



set out in the applicable provincial trade regulation. Effective April 1, 2019, the contributions to the Pension Trust Fund for any apprentice shall be the percentage applicable to the apprentice trade and period set out in the applicable provincial trade regulation.

The Employer shall, not later than the fifteenth (15<sup>th</sup>) 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.

- 17:05 **Training and Apprenticeship** The Employer shall pay fifty cents (50¢) per hour for each hour **worked** by each employee into the Operating Engineers Local 955 Training Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. Such a Trust Fund is to be established and jointly trusted with equal representation of Management and the Union.

The Employer shall, not later than the fifteenth (15<sup>th</sup>) day of each month, mail Training Trust Fund contributions for the previous month to the Office of the Trust Fund. Cheques are to be made payable to the Operating Engineers Local 955 Training Trust Fund.

- 17:06 In the event an Employer fails to remit contributions in conformity with Article 17:00 of the Collective Agreement, the Union shall notify the Alberta Crane Owners' Association prior to taking any action against such Employer.
- 17:07 Contributions to the Health and Wellness Plan and the Pension Plan as set out in this Collective Agreement shall be made by the Employer on behalf of Supervisors of Operating Engineers.
- 17:08 Each Employer affected by this Collective Agreement shall pay to the Alberta Crane Owners' Association Fund an hourly dues amount set by the Alberta Crane Owners' Association. The Union shall provide a monthly report to the Association listing all Employers reporting hours worked under the terms of this Collective Agreement. The hourly dues levy is ten cents (10¢) per each hour worked by an employee affected by the Collective Agreement, and will be adjusted from time to time by the Alberta Crane Owners' Association. The amount shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the following month, in the manner and to the address or addresses prescribed from time to time by the Alberta Crane Owners' Association.
- 17:09 Where an employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Collective Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall be deemed to have kept such an amount separate and apart from their 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 18:00 - WORKING CONDITIONS**

- 18:01 Operating Engineers will be employed exclusively to operate, service and rig the equipment except that in emergencies or when regular operators are not available, supervisory or other personnel will be allowed to perform the work. This provision is not to be used to displace regular operators.
- 18:02 The Union shall not have the right to transfer its members from one Employer to another nor to replace employed members with unemployed members.
- 18:03 Except on industrial construction, an employee shall continue to receive the equivalent of the minimum wage rates and other conditions of employment contained in this Collective Agreement when transferring to another Employer's payroll.
- 18:04 (a) All employees covered by this Collective 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.
- (b) However, for compressed work weeks scheduled per Clause 11:06 employees shall be permitted fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of the shift for a coffee break, unless the Employer has implemented the two (2) break option pursuant to Clause 11:06 (e) and (f).
- 18:05 The Employer shall provide clean suitable sanitary facilities and a clean heated lunchroom which shall not be used for storage of tools or equipment, and a lock-fast place for storage of employee's tools at the permanent shop or yard.
- 18:06 The Employer shall supply gloves and coveralls and laundering of same at no cost to all persons employed as maintenance personnel and others, as the tasks dictate. Fire retardant coveralls and / or parkas, where required by owner site safety policies shall be provided.

## **ARTICLE 19:00 - GENERAL**

- 19:01 There shall be established during the life of this Collective Agreement a Joint Labour-Management Committee composed of three (3) members representing the Employers and three (3) members representing the Union. This Committee will generally administer the terms of the Collective Agreement and shall deal with such other matters referred to it by either party.



19:02 It is understood and agreed that the parties to this Collective Agreement shall at all times comply with the accident prevention regulations of the *Occupational Health & Safety Act* and any refusal on the part of an employee to perform his or her duties, or to continue to perform his or her duties, in contravention of the *Occupational Health and Safety Act* regulations shall not be deemed to be a violation of this Collective Agreement provided he has first notified management. The Union is required by the terms of this Collective Agreement to thoroughly instruct its members in all standard safety precautions required by the *Occupational Health and Safety Act*.

The Employer shall provide, free of charge, all necessary safety equipment as required by *Occupational Health and Safety Act* regulations excepting such articles of personal clothing which are not returnable, such as hard hat liners. The Employer is entitled to retain the price of such equipment until it is returned by the employee allowing for normal wear and tear.

19:03 Safety meetings will be held every month. Union, management, stewards and employees may be in attendance. Such meetings may be held informally and outside of regular working hours, without compensation being paid to those attending.

19:04 Shop and Job Stewards shall be members of the Safety Committee.

## **ARTICLE 20:00 - FOREMEN**

### **20:01 Industrial Work**

- (a) After five (5) days on an Industrial Construction site where there are more than seven (7) hoisting journeypersons employed by the Employer a "non-working foreman" shall be engaged at the site. The first non-working foreman may supervise up to and including eighteen (18) hoisting journeypersons operating engineers. Where there are more than eighteen (18) hoisting journeypersons operating engineers employed by the Employer on the project (excluding the non-working foreman noted above), a second "non-working foreman" shall be designated. Following each addition of twelve (12) hoisting journeypersons operating engineers (excluding foremen) an additional "non-working foreman" shall be appointed.
- (b) Non-working foremen may only work at the trade in cases of emergency or to replace the regular workers who may be absent because of illness, and no foremen shall work at the trade to displace a regular employee during regular and/or overtime hours.
- (c) Industrial construction work is defined as the construction of industrial process plants, nuclear, hydro or thermal power plants, and erection of steel or precast concrete bridges.

- (d) This foreman may be promoted from the journeypersons crane operators and mechanics already employed by the Employer, or a member in good standing who is dispatched from the Union Hall.

When possible the foreman shall be able to operate all the equipment under his or her supervision.

- (e) The foreman shall be paid the rate stipulated for "Conventional Crane – 251 tons to 500 tons capacity."

#### **20:02 Non-Industrial Work**

For work that is not "industrial work" as defined herein, where the Employer or client deem the necessity of a foreman, the foreman shall be paid in accordance with Clause 20:01 (e) above.

#### **ARTICLE 21:00 - FAIR ENFORCEMENT PROVISION**

21:01 In recognition of the competition among Employers in this industry, the Union agrees to enforce all Articles of this Collective Agreement consistently and fairly through the grievance and arbitration procedures against all Employers bound by or signatory to this Collective Agreement.

21:02 Any dispute involving the interpretation, application, operation or alleged violation of this Article may be reduced to writing and submitted by either party to the Joint Labour Management Committee (Clause 19:01) and if no resolution is reached within ten (10) days, may be submitted under the provisions of Article 8:00, commencing with Clause 8:01.

21:03 The Union, at its own cost, shall have the right to engage a public accounting firm (such public accounting firm to be acceptable to the Alberta Crane Owners' Association) to perform an audit of the Employer's books for the sole purpose of verifying payroll hours for hourly paid workers to ensure that remittances for union benefit plans are accurate. For the purposes of this audit, the public accountants shall have access to the following records:

- (a) Where ownership of the company is twenty-five percent (25%) or more vested members of the union, all payroll and customer invoices.
- (b) All other companies, hourly payroll records only.

21:04 If the Union enters into any Collective Agreement with any individual Employer or group of Employers performing work covered by the terms of the Collective Agreement and that Collective Agreement provides for more favourable wages, hours or conditions to any other Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such advantageous terms and conditions and this Collective Agreement shall forthwith be amended accordingly by an addendum signed by both parties.

## **ARTICLE 22:00 - SPECIAL PROJECTS**

- 22:01 (a) The Parties share a commitment towards the enhancement and retention of the share of the market performed by Employers and employees who are bound by this Collective Agreement. It is understood that certain provisions of the Collective Agreement may not be appropriate in the competition for and execution of certain projects. Accordingly, "special needs" in respect to any given project shall be addressed by the Parties.
- (b) In circumstances where the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations engage in a process to address special project needs, the Parties will participate in that process.
- (c) Where only one affected Employer is involved in competition for a project with "special needs", the Employer and the Union shall address the special project needs.

For the purposes of this Article, "special needs" shall include specific owner/client requirements, competitive circumstances and/or workforce supply and demand circumstances.

## **ARTICLE 23:00 – CANADIAN FORCES RESERVES**

- 23:01 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Force" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12<sup>th</sup>, 2010.

## **ARTICLE 24:00 - DURATION OF COLLECTIVE AGREEMENT**

- 24:01 Except as otherwise specified herein, this Collective Agreement shall be in full force and effect as of May 3<sup>rd</sup>, 2015 and continue in effect until April 30<sup>th</sup>, 2019, and from year to year thereafter except as hereinafter provided.
- 24:02 Either party to this Collective Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Collective Agreement, request the other party to the Collective Agreement to commence collective bargaining. Such notice shall be given by registered mail.
- 24:03 If notice has been given by either party, this Collective Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said expiry date, until the procedures in the Labour Relations Code have been exhausted. The parties to this Collective Agreement shall make every effort to complete the procedures in the Code and conclude a Collective Agreement prior to the expiry date.

All of which is agreed this 12<sup>TH</sup> day of MAY, 2015:

**Alberta Crane Owners' Association**

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

\_\_\_\_\_  
Bob Picken  
President

\_\_\_\_\_  
Bruce Moffatt,  
Business Manager

\_\_\_\_\_  
Mike Bourgeois  
Vice-President



## **APPENDIX "A"**

Employers that have authorized the Association to bargain collectively respecting "non-construction" work:

SARENS CANADA INC.

LAMPSON CANADA LTD.

MAMMOET CANADA WESTERN LTD.

MYSHAK CRANE & RIGGING LTD.

NCSG CRANE AND HEAVY HAUL SERVICES

STERLING CRANE, DIVISION OF PROCRANE INC.

**Letter of Understanding  
by and between  
Alberta Crane Owners' Association  
(the "Association")  
and  
International Union of Operating Engineers,  
Local Union No. 955  
(the "Union")**

**Re: Rapid Site Access Program**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 3<sup>rd</sup>, 2015 through April 30<sup>th</sup>, 2019 as set out in the said Collective Agreement, and

**Whereas:**

- A. The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- B. The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- C. Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "Canadian Model"), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- D. Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.
- E. Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.
- F. Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the Canadian Model and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.
- G. In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.

- H. Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

**Now therefore, it is Agreed** between the Parties hereto that:

1. Subject to 2 and 3 below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
2. The Union's agreement in 1 above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply.
3. Subject to 2 above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the Registered Employers' Organization and the Rapid Site Access Administrative Committee.
4. For Industrial work, the Employer contributions shall be established by the CLR and may be changed by the Board of Directors of Construction Labour Relations – An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. RSAP contributions shall be forwarded to Construction Labour Relations at #207, 2725 – 12<sup>th</sup> Street N.E., Calgary Alberta T2E 7J2. These contributions shall be used by CLR to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
5. This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties, and shall take effect on a date mutually determined by the Parties hereto.

All of which is agreed this 12<sup>TH</sup> day of MAY, 2015:

**Alberta Crane Owners' Association**

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

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Bob Picken  
President

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Bruce Moffatt,  
Business Manager

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Mike Bourgeois  
Vice-President

**Letter of Understanding  
by and between  
Alberta Crane Owners' Association  
(the "Association")  
and  
International Union of Operating Engineers,  
Local Union No. 955  
(the "Union")**

**Re: Referral for Case Managed Aftercare**

**Whereas**

An individual must be referred to a substance abuse expert following a failure to comply with the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "Canadian Model"). Once the individual is assessed by a substance abuse expert, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert's recommendations, entering in to a post assessment agreement, and supporting compliance with prescribed aftercare.

Pursuant to the Union's bylaws, after the Union becomes aware a member has violated the Canadian Model or tested non-negative on a site-access A&D test; the member must be assessed by a substance abuse expert and comply with the resulting recommendations as a condition of being eligible for future dispatches.

There are advantages to referring substance abuse expert recommendations to qualified third party professionals for administration on behalf of the Parties. Third party professionals are positioned to offer a higher level of:

- a) confidentiality,
- b) consistency, and
- c) expertise.

Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

**Now therefore, it is Agreed** between the Parties hereto that:

- 1) Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Organizational Health Incorporated (third party professionals). Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any Collective Agreement for which the Union is signatory. Substance abuse expert recommendations shall be shared with a contractor only if they are in respect to a current employee, one that has



- 2) Service providers including Organizational Health Incorporated will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.
- 4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties, and shall take effect on a date mutually determined by the Parties hereto.

All of which is agreed this 12<sup>TH</sup> day of may, 2015:

## Alberta Crane Owners' Association

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

ORIGINAL SIGNATURE ON FILE

Bob Picken  
President

ORIGINAL SIGNATURE ON FILE

Bruce Moffatt,  
Business Manager

ORIGINAL SIGNATURE ON FILE

Mike Bourgeois  
Vice-President

### 3. Alcohol and Drug Work Rule

3.1 An employee shall not

(a) use, possess or offer for sale alcohol and drugs or any product or device that may be used to attempt to tamper with any sample for a drug and alcohol test while on company property or at a company workplace.

(b) report to work or work.

(i) with an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath.

(ii) with a drug level for the drugs set out...[in the Canadian Model]...equal to or in excess of the concentrations set out ...[in the Canadian Model],

of

(iii) while unfit for work on account of the use of a prescription or nonprescription drug.

(c) refuse to

(I) comply with a request made by a representative of the company under 4.3 [of the Canadian Model].

(ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 [of the Canadian Model], or

(iii) provide a sample for an alcohol and drug test under 4.8 [of the Canadian Model].

(d) tamper with a sample for an alcohol and drug test given under 4.8 [of the Canadian Model].

**Letter of Understanding  
by and between  
Alberta Crane Owners' Association  
(the "Association")  
and  
International Union of Operating Engineers,  
Local Union No. 955  
(the "Union")**

**Re: Wage Determination**

**Whereas** the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 46 which shall remain in effect from the 3<sup>rd</sup> day of May, 2015 to the 30<sup>th</sup> day of April, 2019 as set out in the said Collective Agreement, and

**Whereas**, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

**Now Therefore It Is Agreed as follows:**

**1 Definitions and Application**

- (a) **"CPI Change"** shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm>.
- (b) **"Oil Price"** shall be the average of the daily prices posted for West Texas Intermediate Oil, in current \$US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>.
- (c) **"Group 4 Average Wage"** shall, with reference to the Consolidation Order issued in respect to the 2015 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Ironworkers – Structural, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month of April prior to a calculation.
- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.

- (e) A wage adjustment shall not be less than zero.

## 2 **Calculations Process**

- (a) There will be no adjustment to wages on the effective date of the Collective Agreement.
- (b) The wage adjustment for November, to be calculated in the first week of September, shall be:
  - (i) If "Oil Price" is less than sixty-five dollars (\$65.00), zero.
  - (ii) If "Oil Price" is sixty-five dollars (\$65.00) or greater, but less than eighty-five dollars (\$85.00), one half ( $\frac{1}{2}$ ) of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iii) If "Oil Price" is eighty-five dollars (\$85.00) or greater, but less than one hundred and five dollars (\$105.00), one half ( $\frac{1}{2}$ ) of the total of CPI Change and zero point five percent (0.5%), multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iv) If "Oil Price" is one hundred and five dollars (\$105.00) or greater, one half ( $\frac{1}{2}$ ) of the total of CPI Change and one percent (1.0%), multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
- (c) The wage adjustment for May, to be calculated in the first week of March, shall be:
  - (i) If "Oil Price" is less than sixty-five dollars (\$65.00), zero.
  - (ii) If "Oil Price" is sixty-five dollars (\$65.00) or greater, but less than eighty-five dollars (\$85.00), one half ( $\frac{1}{2}$ ) of CPI Change multiplied by Group 4 Average Wage.
  - (iii) If "Oil Price" is eighty-five dollars (\$85.00) or greater, but less than one hundred and five dollars (\$105.00), one half ( $\frac{1}{2}$ ) of the total of CPI Change and zero point five percent (0.5%), multiplied by Group 4 Average Wage.
  - (iv) If "Oil Price" is one hundred and five dollars (\$105.00) or greater, one half ( $\frac{1}{2}$ ) of the total of CPI Change and one percent (1.0%), multiplied by Group 4 Average Wage.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed five percent (5%).



- (e) In the event the above calculations do not result in an increase in 2015 and 2016, the Parties together with the Framework Bargaining Committee shall reconvene discussions in the first week of September, 2016.

**3 Wage Schedules**

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom. The final determination of the wage schedules shall be issued no later than the 7<sup>th</sup> day of March or September, for the May and November adjustments, respectively.

**4 Effective Dates**

The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

- 5 This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed the 12<sup>TH</sup> day of MAY, 2015, and signed on behalf of the Parties:

**Alberta Crane Owners' Association**

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

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Bob Picken  
President

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Bruce Moffatt,  
Business Manager

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Mike Bourgeois  
Vice-President



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(the "Union")**

**Re: Task Group for Records Maintenance**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 3, 2015 through April 30, 2019 as set out in the said Collective Agreement, and

**Whereas** the Parties agree that it is in their mutual best interests to establish an efficient method of tracking the experience of crane operators on different equipment.

**Now therefore, it is Agreed** between the Parties that:

The Parties will, within two (2) weeks of the effective date of the Collective Agreement, form a task group that shall work towards the development of processes and mechanisms to maintain records of the experience of each crane operator on different equipment.

These processes will be piloted and evaluated over a one (1) year period and adjusted based on the results of the evaluation. The target for the commencement of the pilot shall be three (3) months after the task group is formed.

**Alberta Crane Owners' Association**

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Bob Picken  
President

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

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Bruce Moffatt,  
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