

# **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 1<sup>st</sup>, 2025 to April 30<sup>th</sup>, 2029**

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## **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 during the previous thirty-six (36) months, 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 forty-eight (48) hours of dispatch submission 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, industry standard fall arrest training, and Basic Safety Orientation or equivalent, 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.

(iii) All current employees shall be paid at the out of yard applicable overtime rate to attend in-person training not listed in (i) and be paid for re-certification of required safety courses, so long as the employee is employed longer than one (1) year.

Online training will be paid at straight time out of yard rate for all employees. If directed by the employer to complete training explicitly outside the regular working hours it shall be paid at the applicable overtime rates.

Apprentices will be paid the applicable pro-rated out of yard rate. The starting times in Article 11.02 shall not apply under this article (i.e., 9:00 a.m. start time).

All training shall be scheduled during regular work hours unless approved by the employer.

(c) In the event the Union cannot supply members qualified under Clause 7.01(b)(i) and 7:01(b)(ii), 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) and (ii) 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, current or past military service members, 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 issued 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, termination or layoff. If no letter is submitted within twenty (20) business days, the Union holds the right to not honor "Not For Re-hire" paperwork past that point.

7:07 Workers shall maintain their records of training and work experience, and the Employer shall co-operate in providing such documentation.

#### **7.08 Discipline and Dismissal**

Disciplinary action taken by the Employer, including written reprimand, suspension or dismissal, shall be taken within the (10) calendar days, exclusive of Saturday, Sunday and Named Holidays, of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. An Employer request to extend these timelines, to complete a proper investigation, shall not be unreasonably withheld by the union.

An Employee who is to be interviewed with respect to disciplinary action shall be notified in advance of the time and place of the interview and shall be entitled to

have a Union Steward and/or Union Business Agent present at the interview. The Employee shall be advised by the Employer of the right to Union representation when scheduling the meeting.

An Employee who has been subject to disciplinary action, after twenty four (24) months of continuous service, shall be deemed to be cleared of any record of the disciplinary action, provided the Employee's file does not contain any further record of disciplinary action.

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

8:01 (a) The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned. Time limit extension requests shall not be unduly withheld.

(b) 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 ten (10) 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 endeavor 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, which shall not be duly withheld.
- (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 ten (10) 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/Safety Allowance** - Mechanics, and persons hired as service technicians who are required to utilize their own hand tools, shall receive a tool allowance of one dollar and ten cents (\$1.10) 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 and twenty-five cents (\$1.25) 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 6:00 a.m. and 4:30 p.m., Monday to Friday inclusive, exclusive of one-half (½) hour for lunch. The starting time may be any time between 6:00 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 (1½x) his or her regular basic rate for his or her one-half (½) hour lunch period. All hours worked before or after the regular work day, Monday through Friday, shall be paid at the prevailing overtime rate. If work commences between the hours of 8:00 a.m. and before 12:00 p.m. (noon) the employee shall be paid two (2) hours pay at double time rates for the first two (2) hours with the remaining hours paid at straight time rates until 4:30 p.m.

11:03 **Overtime** - Overtime hours Monday through Friday shall be paid at the rate of one and one half (1½x) times the regular rate of pay for the first two (2) hours worked and two (2x) times 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, if the shift lasts less than three full shifts all hours shall be paid at double time rates. Shifts other than day shift may commence any time between the hours of 12:00 noon and 4:00 a.m. If the shift lasts less than three full shifts, Article 11.06(j) shall not apply.

- (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 a 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 or if there was no work available for the employee.
- (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 ( $1\frac{1}{2}x$ ) 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 ( $1\frac{1}{2}x$ ) 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 ( $1\frac{1}{2}x$ ) 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 ( $\frac{1}{2}$ ) 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 ( $1\frac{1}{2}x$ ) 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 ( $\frac{1}{2}$ ) 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 time

and one half (1.5x) 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) 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.
- (h) However, for compressed work weeks scheduled per Clause 11:06(c) and (d) 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).
- (i) Break times noted above may be adjusted for efficiency and reasonableness.
- (j) **Shift Differential** - Employees working on shifts other than day shift shall receive a premium of four dollars (\$4.00) per hour in addition to his or her wages for all hours worked. Effective May 3<sup>rd</sup>, 2026, the rate for shift differential will adjust to four dollars and fifty cents (\$4.50) per hour for all hours worked. 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 twenty-three dollars (\$23.00) 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 formally directed by the Employer to remain in accommodation at or near the jobsite in order to be available on a standby basis for 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 sixty-nine cents (\$0.69) per km for supply of a vehicle, plus  $1/100^{\text{th}}$  of the work out of yard hourly rate per km for travel time.
- (b) When the Employer provides transportation, the employee will be paid  $1/100^{\text{th}}$  of the work out of yard rate per km for travel time.
- (c) In the event the one way travel time to be paid is 10 km's 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 kilometers. 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 flight time plus one hour shall be paid at straight time out of yard rate. Rotational travel flights are excluded from payment.

#### **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-nine dollars (\$69.00) per day for meals, and adjusted based on the "simplified method" as detailed by Canada Revenue for the maximum allowed without receipts, 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 ten (10) continuous years of service with one Employer, that Employer shall provide an additional two percent (2%) vacation pay on all hours worked, calculated on straight time rates. After twenty (20) continuous years of service with 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.

The crane capacities set-out within apply to the base crane capacities only. Any application of attachments that increase the base capacity shall only attract the Attachment Premiums as set out in Article 15:02.

The Union shall notify the Employer when an upcoming wage increase may be allocated to other portions of the total wage package after consultation with the Membership. Such notification will occur prior to February 1<sup>st</sup> prior to said increase and final notification of any potential allocation will occur prior to March 31<sup>st</sup>.

The following Wage and Benefit schedule will be effective May 4<sup>th</sup>, 2025.

| May 4 <sup>th</sup> , 2025   |       |             |      |         |      |          |          |       |
|--|-------|-------------|------|---------|------|----------|----------|-------|
| <b>Crane - up to 25 ton capacity, including Boom Truck Operator</b>                          |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 50.47 | 5.25        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 65.92 |
| <b>Crane - 26 to 64 ton capacity, including Boom Truck Operator</b>                          |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 52.48 | 5.46        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 68.14 |
| <b>Crane - 65 to 80 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 53.47 | 5.56        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 69.23 |
| <b>Crane - 81 to 150 ton capacity</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 54.47 | 5.66        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 70.33 |
| <b>Crane - 151 to 250 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 55.45 | 5.77        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 71.42 |
| <b>Crane - 251 to 500 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 58.51 | 6.09        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 74.80 |
| <b>Crane - 501 to 800 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 62.20 | 6.47        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 78.87 |
| <b>Crane - 801 to 1200 ton capacity</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 66.03 | 6.87        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 83.10 |
| <b>Crane - 1201 ton capacity and over</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 67.17 | 6.99        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 84.36 |
| <b>Crane - Work out of Yard except Operating</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 50.47 | 5.25        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 65.92 |
| <b>Crane - Work in yard including Operating (This rate only applies to permanent yards).</b> |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 43.76 | 4.55        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 58.51 |
| <b>Mechanic</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 57.19 | 5.95        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 73.34 |
| <b>Truck Drivers/Servicemen</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 46.19 | 5.01        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 61.40 |
| <b>Welder</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 4 <sup>th</sup> , 2025   | 54.47 | 5.66        | 2.30 | 7.15    | 0.05 | 0.10     | 0.60     | 70.33 |

| May 3 <sup>rd</sup> , 2026   |       |             |      |         |      |          |          |       |
|--|-------|-------------|------|---------|------|----------|----------|-------|
| <b>Crane - up to 25 ton capacity, including Boom Truck Operator</b>                          |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 52.09 | 5.42        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 68.06 |
| <b>Crane - 26 to 64 ton capacity, including Boom Truck Operator</b>                          |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 54.10 | 5.63        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 70.28 |
| <b>Crane - 65 to 80 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 55.09 | 5.73        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 71.37 |
| <b>Crane - 81 to 150 ton capacity</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 56.09 | 5.83        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 72.47 |
| <b>Crane - 151 to 250 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 57.07 | 5.94        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 73.56 |
| <b>Crane - 251 to 500 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 60.13 | 6.25        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 76.93 |
| <b>Crane - 501 to 800 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 63.82 | 6.64        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 81.01 |
| <b>Crane - 801 to 1200 ton capacity</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 67.65 | 7.04        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 85.24 |
| <b>Crane - 1201 ton capacity and over</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 68.79 | 7.15        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 86.49 |
| <b>Crane - Work out of Yard except Operating</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 52.09 | 5.42        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 68.06 |
| <b>Crane - Work in yard including Operating (This rate only applies to permanent yards).</b> |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 45.38 | 4.72        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 60.65 |
| <b>Mechanic</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 58.81 | 6.12        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 75.48 |
| <b>Truck Drivers/Servicemen</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 47.81 | 5.18        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 63.54 |
| <b>Welder</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 3 <sup>rd</sup> , 2026   | 56.09 | 5.83        | 2.40 | 7.40    | 0.05 | 0.10     | 0.60     | 72.47 |

| May 2 <sup>nd</sup> , 2027   |       |             |      |         |      |          |          |       |
|--|-------|-------------|------|---------|------|----------|----------|-------|
| <b>Crane - up to 25 ton capacity, including Boom Truck Operator</b>                          |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 53.24 | 5.54        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 69.53 |
| <b>Crane - 26 to 64 ton capacity, including Boom Truck Operator</b>                          |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 55.25 | 5.75        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 71.75 |
| <b>Crane - 65 to 80 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 56.24 | 5.85        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 72.84 |
| <b>Crane - 81 to 150 ton capacity</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 57.24 | 5.95        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 73.94 |
| <b>Crane - 151 to 250 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 58.22 | 6.05        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 75.02 |
| <b>Crane - 251 to 500 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 61.28 | 6.37        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 78.40 |
| <b>Crane - 501 to 800 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 64.97 | 6.76        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 82.48 |
| <b>Crane - 801 to 1200 ton capacity</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 68.80 | 7.16        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 86.71 |
| <b>Crane - 1201 ton capacity and over</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 69.94 | 7.27        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 87.96 |
| <b>Crane - Work out of Yard except Operating</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 53.24 | 5.54        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 69.53 |
| <b>Crane - Work in yard including Operating (This rate only applies to permanent yards).</b> |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 46.53 | 4.84        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 62.12 |
| <b>Mechanic</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 59.96 | 6.24        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 76.95 |
| <b>Truck Drivers/Servicemen</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 48.96 | 5.31        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 65.02 |
| <b>Welder</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 2 <sup>nd</sup> , 2027   | 57.24 | 5.95        | 2.45 | 7.55    | 0.05 | 0.10     | 0.60     | 73.94 |

| May 7 <sup>th</sup> , 2028   |       |             |      |         |      |          |          |       |
|--|-------|-------------|------|---------|------|----------|----------|-------|
| <b>Crane - up to 25 ton capacity, including Boom Truck Operator</b>                          |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 54.42 | 5.66        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 71.03 |
| <b>Crane - 26 to 64 ton capacity, including Boom Truck Operator</b>                          |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 56.43 | 5.87        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 73.25 |
| <b>Crane - 65 to 80 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 57.42 | 5.97        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 74.34 |
| <b>Crane - 81 to 150 ton capacity</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 58.42 | 6.08        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 75.45 |
| <b>Crane - 151 to 250 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 59.40 | 6.18        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 76.53 |
| <b>Crane - 251 to 500 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 62.46 | 6.50        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 79.91 |
| <b>Crane - 501 to 800 ton capacity</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 66.15 | 6.88        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 83.98 |
| <b>Crane - 801 to 1200 ton capacity</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 69.98 | 7.28        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 88.21 |
| <b>Crane - 1201 ton capacity and over</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 71.12 | 7.40        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 89.47 |
| <b>Crane - Work out of Yard except Operating</b>   |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 54.42 | 5.66        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 71.03 |
| <b>Crane - Work in yard including Operating (This rate only applies to permanent yards).</b> |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 47.71 | 4.96        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 63.62 |
| <b>Mechanic</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 61.14 | 6.36        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 78.45 |
| <b>Truck Drivers/Servicemen</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 50.14 | 5.44        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 66.53 |
| <b>Welder</b>  |       |             |      |         |      |          |          |       |
|  | Base  | Holiday Pay | H&W  | Pension | ITEC | Adv Fund | Training | Gross |
| May 7 <sup>th</sup> , 2028   | 58.42 | 6.08        | 2.50 | 7.70    | 0.05 | 0.10     | 0.60     | 75.45 |

## 15:02 Premiums

### Field Mechanic Premium

Mechanics who are designated by the Employer as Field Mechanics will be paid a Field Mechanic premium of one dollar (\$1.00) per hour for each hour worked.

Once designated as a Field Mechanic, the premium will apply to all hours worked, regardless of whether work is performed in the field or at a company facility.

This premium recognizes the additional responsibilities, competencies and requirements associated with remote fieldwork, independent troubleshooting, and working in varied environmental conditions.

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

- (a) 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.
- (c) Apprentices shall be utilized in every aspect of the trade in order to provide for a well rounded workforce in the future. For example: operating equipment, performing basic maintenance, assisting mechanics, rigging, etc.

(d) Crane Hoisting apprentices shall be paid as follows:

- First Year Apprentices: 70% of Crane Out of Yard Rate
- Second Year Apprentices: 80% of Crane Out of Yard Rate
- Third Year Apprentices: 90% of Crane Out of Yard Rate

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

(a) Payday shall be weekly with a maximum holdback of one (1) week. All employees shall be paid 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), weekly and year to date pension contributions, and the deductions made shall be available within two (2) working days and, at the discretion of the Employer, may be provided to the Employee by electronic means.

(b) Correctly completed time cards which are in the hands of a supervisor in the field by Monday at 10:00 a.m., or turned into the applicable office by Monday morning at noon, will be paid on that week's direct deposit. Late time cards will be paid on the following week's direct deposit. At the discretion of the Employer, electronic time cards may be utilized and shall be completed and submitted to the Employer as designated by the Employer.

15:05 (a) Employees shall be paid wages in full at time of discharge or layoff, or arrangements made whereby a cheque 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. Records of employment for EI purposes shall be uploaded to the Government of Canada's ROE Web system within seven (7) days of final pay.

(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 most current approved version of the *Canadian Model* [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 the amounts described in Article 15.01 Classifications and Wage Rates 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 trustee 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 or provide by Electronic Funds Transfer (EFT) Health and Wellness Trust Fund contributions for the previous month to the Office of the Trust Fund. Cheques or EFTs are to be made payable to the Operating Engineers Local 955 Health and Wellness Trust Fund.

#### 17:04 Pension

The Employer shall pay the amounts described in Article 15.01 Classifications and Wage Rates 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 trustee by equal number of Employer Trustees and Union Trustees.

Notwithstanding the foregoing, 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 or provide by Electronic Funds Transfer (EFT) Pension Trust Fund contributions for the previous month to the Office of the Trust Fund. Cheques or EFTs are to be made payable to the Operating Engineers Local 955 Pension Trust Fund.

#### 17:05 Training and Apprenticeship

The Employer shall pay the amounts described in Article 15.01 Classifications and Wage Rates 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 trustee 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 or provide by Electronic Funds Transfer (EFT) Training Trust Fund contributions for the previous month to the Office of the Trust Fund. Cheques or EFTs are to be made payable to the Operating Engineers Local 955 Training Trust Fund.

#### 17.06 International Training Fund

The Employer shall pay five cents (5¢) for each hour **worked** per IUOE Local 955 member into the Operating Engineers Local 955 Training Trust Fund. The Union will direct the contributions to the International Union of Operating Engineers National Training Fund.

The Employer shall, no later than the 15th day of each month, submit Training Trust Fund contributions for the previous month, to the Office of the Trust Fund.

- 17:07 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.
- 17:08 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.
- 17:09 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.
- 17:10 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.

#### **17.11 Operating Engineers Advancement Fund**

The Employer shall contribute at the rate set forth in Schedule "A" for each hour **worked** are payable hereunder for each employee covered by this Agreement to the Operating Engineers Advancement Fund. The employer shall remit ten cents (\$0.10) per hour worked to the Operating Engineers Advancement Fund.

### **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 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.
- 18:05 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 Employees tasked with driving a vehicle requiring a Class 1 or 3 license, and that currently hold a mobile crane journeypersons certification, shall be paid Crane Out of Yard Rate unless dispatched from the Union hall as a truck driver. Time spent driving a crane will continue to be paid under the appropriate tonnage classification.

#### 19.05 **Bereavement**

An employee will be granted up to twenty four (24) regularly scheduled hours off with pay, at straight time out of yard rate, to make arrangements or to attend the funeral of the employee's spouse, child, step-child, sister, sister-in-law, brother, brother-in-law, mother, father, mother-in-law, father-in-law, grandchild, grandparent, aunt or uncle. In addition, leave will also be granted for pregnancy loss (pregnant person, spouse, or adoptive/expecting parent). The Company may require an employee to substantiate a leave under this Clause by providing satisfactory documentation. Employees will be required to have twelve (12) consecutive months of service with the employer to qualify for the paid bereavement leave. This Clause does not apply if an employee is already on a different leave of absence or vacation.

### **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 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 the Sunday immediately after ratification and continue in effect until April 30<sup>th</sup>, 2029, 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 10<sup>th</sup> day of April, 2025

**Alberta Crane Owners' Association**



Gijs Verdeijken  
President

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



Chris Flett  
Business Manager



Declan Regan  
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: 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 contravened Article 3 of the Canadian Model<sup>[1]</sup> while in the employ of that Employer.

- 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 10<sup>th</sup> day of April, 2025

**Alberta Crane Owners' Association**



Gijs Verdeijken  
President

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



Chris Flett  
Business Manager



Declan Regan  
President

<sup>1</sup> 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],

or

(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: Paid Half Hour Break - Article 11:06 (e) and (f)**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from DATE OF RATIFICATION through April 30<sup>th</sup>, 2029, as set forth in the said Collective Agreement; and

**Whereas** the Parties agree that it is in their mutual best interests to establish a harmonious break schedule system with related trades,

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

**1. Application for Two-Break Schedule**

The Employer may apply the two-break schedule as the minimum terms for the project, provided that the Employer send an application to the Union and the Association. This application must identify the project, confirm that some bidders are not bound by the Collective Agreement, and confirm that the project will follow the two-break schedule as the minimum employment terms.

**2. Exemption for Break Schedules**

If the Employer can demonstrate that the project site or the majority of contractors use an unpaid half-hour break, they may apply to the Union for an exemption from the paid half-hour break as outlined in Articles 11:06 (e) and (f).

**3. Union Discretion**

The Union Business Manager will have full discretion to then approve or deny the application. The Union will have seven (7) calendar days to investigate the application.

All of which is agreed this 10<sup>th</sup> day of April, 2025

**Alberta Crane Owners' Association**



Gijs Verdeijken  
President

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



Chris Flett  
Business Manager



Declan Regan  
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: Cameras Installed in Equipment**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from the DATE OF RATIFICATION through April 30<sup>th</sup>, 2029, as set forth in the said Collective Agreement; and

Whereas the Parties agree that it is in their mutual best interests to establish a harmonious understanding regarding the application of cameras in company owned equipment.

Now therefore, it is Agreed between the Parties that:

**No Audio Recording:**

The cameras installed in the equipment are equipped to capture video footage only. Under no circumstances will these cameras record audio. The cameras are purely for visual recording and will not capture any conversations or other audio related information.

**No Live Streaming:**

The cameras are not connected to any live streaming services. The footage captured is not being transmitted or monitored in real time. No individual is actively accessing or streaming the video footage while equipment is in operation.

**Recording Activation:**

The cameras will only activate and begin recording when the vehicle is in motion. They do not continuously record when the equipment is stationary or not in operation. This ensure that video data is only collected during active periods.

**Union Reviews:**

The Union may, upon request, engage in discussions with the Company to review the general use of cameras and ensure they are being used in accordance with agreed-upon principles. If available, the Company may provide access to relevant footage to address concerns related to misuse, policy adherence, or other reasonable inquiries.

All of which is agreed this 10<sup>th</sup> day of April, 2025

**Alberta Crane Owners' Association**

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

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Gijs Verdeijen  
President

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Chris Flett  
Business Manager

  
Declan Regan  
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: National Day for Truth and Reconciliation**

**Whereas** the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 46 (the "Collective Agreement");

**And Whereas** the Collective Agreement also stipulates that 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 CLRA contractors;

**And Whereas** the Union has filed grievances challenging the Association's decision not to recognize the National Day for Truth and Reconciliation as a General Holiday under the Collective Agreement in the years 2021 and 2022 (the "Grievances");

**And Whereas** the Parties are desirous of resolving the Grievances and clarifying how the National Day for Truth and Reconciliation will be recognized as a General Holiday under the Collective Agreement in the future;

**Now Therefore it is Agreed as Follows:**

1. Subject to the terms of this Memorandum of Agreement, the National Day for Truth and Reconciliation will be recognized as a General Holiday under the Collective Agreement commencing in the year 2023.
2. Subject to paragraph 3 of this Memorandum of Agreement, the National Day for Truth and Reconciliation will always be observed as a General Holiday on the date it actually falls, that being September 30<sup>th</sup>. The General Holiday will not be moved to the next regular work day in years when the National Day for Truth and Reconciliation falls on an overtime day.
3. For the year 2023 only, the National Day for Truth and Reconciliation will be observed as a General Holiday on the next regular work days after it falls, that being Monday, October 2<sup>nd</sup>, 2023.

4. No compensation will be payable to any employees for the Association's decision not to recognize the National Day for Truth and Reconciliation as a General Holiday under the Collective Agreement in the years 2021 and 2022.
5. The Grievances will be withdrawn by the Union.
6. The Parties will equally share the costs of cancelling the arbitration hearing scheduled for February 17<sup>th</sup>, 2023.

All of which is agreed this 10<sup>th</sup> day of April, 2025

**Alberta Crane Owners' Association**

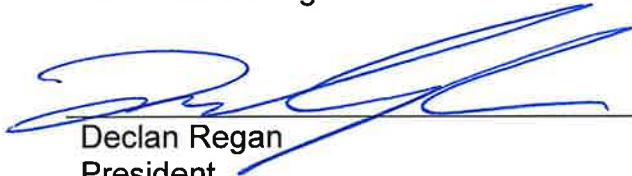


Gijs Verdeijken  
President

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



Chris Flett  
Business Manager



Declan Regan  
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: Pension Contributions for those Over the Age of 71**

WHEREAS Alberta Crane Owners Association and International Union of Operating Engineers have entered into or are entering into a new collective agreement which requires contributions for employees who are members of the above referenced union to be made to the Operating Engineers Local 955 Pension Trust Fund;

AND WHEREAS the Canada Revenue Agency ("CRA") has by regulation made contributions to pension plans for some employees who are over the age of 71 years contrary to the CRA regulations;

AND WHEREAS existing collective agreements require employers to continue making such pension contributions for employees who are over 71 years of age;

NOW THEREFORE by this Letter of Understanding the parties hereto have agreed that upon its coming into effect the undersigned employer shall no longer be required to make such contributions to Operating Engineers Local 955 Pension Trust Fund but instead shall make the same amount of pension contributions previously required for each employee to Operating Engineers Local 955 Health & Wellness Trust Fund in place and stead of the former pension contribution.

That this substitution of a requirement to make the former contribution to the Operating Engineers Local 955 Pension Trust Fund and make such contribution to the Operating Engineers Local 955 Health & Wellness Trust Fund Shall be in addition to the requirement previously designated in the collective agreement for credit to employee's name in the Operating Engineers Local 955 Health & Wellness Trust Fund and for which benefits will continue to be provided.

The parties hereto further agree this Letter of Understanding shall continue through the term of collective agreement recently concluded or any continuation thereof and beyond the term of any other collective agreement currently in force between the parties hereto unless otherwise specifically agreed to in writing by that collective agreement or otherwise.

All of which is agreed this 10<sup>th</sup> day of April, 2025

**Alberta Crane Owners' Association**



Gijs Verdeijen  
President

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



Chris Flett  
Business Manager



Declan Regan  
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: Apprenticeship**

WHERAS the Alberta Crane Owners Association (ACOA) and International Union of Operating Engineers Local 955 (Local 955) acknowledge the importance of recruiting apprentices to the Operating Engineers Trade;

AND WHEREAS the Government of Alberta has enacted the Skilled Trades and Apprenticeship Education Act which provides the opportunity for Local 955 sponsor apprentices directly;

AND WHEREAS the Parties recognize the importance of attracting individuals that will complete the apprenticeship and continue to work in the trade;

AND WHEREAS the Parties recognize the value of the existing pre-apprentice program utilized by ACOA Members to assess the potential of individuals to enter the trade;

AND WHEREAS the parties recognize the value to the industry that having Local 955 sponsoring additional individuals as apprentices;

AND WHEREAS the Parties recognize the right of the ACOA Members to hire and select workers and to promote their workers in order to operate and manage their individual business in accordance with its commitments and responsibilities, AS PER ARTICLE 7 OF THE COLLECTIVE AGREEMENT;

AND WHEREAS the Parties recognize the right of Local 955 to extend membership to individuals into the Local;

NOW THEREFORE by this Letter of Understanding the parties hereto have agreed that upon its coming into effect to work together to attract quality individuals to the Operating Engineers trade through:

- Local 955 will use its best efforts to attract and select individuals to begin their apprenticeship as members of Local 955 and provide "work ready" training.

- ACOA Members and Local 955 shall cooperate in progressing individuals through their apprenticeship program whether they be brought to the Trade by an ACOA member or Local 955.
- ACOA members will work with Local 955 to employ apprentices attracted by Local 955 taking into consideration location and skill sets of the apprentices. During the first 45 days the Employer shall set reasonable standards for the apprentices, communicate those standards to the apprentice, and give the apprentice a reasonable period of time to meet the standard. If the apprentice is not meeting the standard, this shall be communicated to them so that the apprentice has an opportunity to correct their performance.
- During the first 45 days, or an extension thereof, if, in the opinion of the Employer, the employee is found to be unsatisfactory, the employee may be terminated without notice and without recourse to the grievance procedure, provided the Employer complies with the provisions above.

The parties hereto further agree this Letter of Understanding shall continue through the term of the collective agreement recently concluded or any continuation thereof and beyond the term of any other collective agreement currently in force between the parties hereto unless otherwise specifically agreed to in writing by that collective agreement or otherwise.

All of which is agreed this 10th day of April, 2025

**Alberta Crane Owners' Association**



Gijs Verdeijen  
President

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



Chris Flett  
Business Manager



Declan Regan  
President