

THE MAINTENANCE AGREEMENT BETWEEN

**CART Construction Inc.**

(hereinafter referred to as the “Employer”)

And

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

(hereinafter referred to as the “Union”)

*For*

**Maintenance Work  
at the Northwest Refinery**

**January.1<sup>st</sup>, 2023 to December.31<sup>st</sup>, 2025**

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## **Article 1:00 - PURPOSE**

Whereas, the Employer is engaged in the business of plant maintenance, repair and renovations with miscellaneous industries, and this work is of importance to the Union, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Union herein listed with the Employer wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas, the Union in their Membership have competent and qualified Members to perform the work of the Employer.

Whereas, the Employer has employed and now employs Members of the Union on maintenance, repair and renovation work recognized by the Unions of the AFL-CIO as being within the jurisdiction of the Operating Engineers.

Whereas, in order to ensure relative equity and uniform interpretation and application, the Union wishes to negotiate and administer the said Collective Agreement in concert with the Employer.

Whereas, the Employer is engaged in the business of Plant Maintenance and as such has the authority to sell its services under the terms and conditions of this Agreement.

Whereas, the Employer and the Union desire to mutually establish hours of work and working conditions for the employees on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

Whereas, the Employer and the Union agrees that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of the Agreement.

Whereas, it is recognized that all employees covered by this Agreement shall have the protection of all existing Federal, Provincial and Local laws applicable to employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial, or Municipal regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

The Union has initiated a Code of Conduct for the development of their Members and the Parties to this Agreement support the goals of those programs.

All references in this Agreement to the masculine gender shall also apply to the feminine gender.

It is, therefore, agreed by the undersigned Employer and the undersigned Union that in consideration of the mutual promises and covenants contained herein, the Project Agreement be made as follows:

## **Article 2:00 - SCOPE**

- 2:01 The scope of this Agreement covers all work of a maintenance and repair nature, assigned by the Owner to the Employer and performed by the employees of the Employer covered by this Agreement, within the limits of the Owner's plant site.
- 2:02 The scope of this Agreement does not cover work performed by the Employer of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with existing building construction agreements.
- 2:03 The Union and the Employer understand that the Owner may, at his discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in his plant.

## **Article 3:00 - UNION RECOGNITION**

- 3:01 The bargaining unit under this Agreement shall comprise all employees of the Employer, coming under the jurisdiction of the International Union of Operating Engineers signatory to this Agreement, now employed and employed in the future for maintenance and repair work at the Owner's plant site.
- 3:02 The Employer and the Union agree that the jurisdiction recognized shall be the jurisdiction recognized by the AFL-CIO. All mobile equipment shall be recognized and respected as Jurisdiction of the International Union of Operating Engineers Local No. 955.
- 3:03 The Employer agrees to bargain collectively with the Union and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto. On maintenance work, the Project Agreement shall govern terms and conditions and take precedence over local construction agreements or area practices.

## **Article 4:00 - UNION SECURITY**

- 4:01 All employees under this Agreement, as a condition of employment, shall be Members of or secure Membership with the International Union of Operating Engineers Local No. 955 and maintain such Membership in good standing.
- 4:02 The Employer shall deduct regular monthly Union Dues from the first pay period in each month from all employees and all employees shall, as a condition of employment, consent to such deduction.
- 4:03 Initiation fees, reinstatement fees and back dues, as evidenced by a signed authorization from the employee, will be deducted by the Employer on a monthly basis.

- 4:04 Monies deducted in accordance with Clauses 4:02 and 4:03 above shall be remitted to the Union no later than the fifteenth (15th) day of the month following, together with a list showing the amount deducted for each employee.
- 4:05 The Employer will cooperate with the Union in providing employment to their Members and the Union agrees to assist the Employer by all means in their power to secure necessary skilled and competent tradesmen.
- 4:06 The Employer will contact the Union first to secure the necessary tradesmen. However, when the Union cannot supply tradesmen with the proper skills within 48 hours exclusive of Saturday, Sunday and holidays, the Employer may secure them from any source and immediately put them to work with advice to the tradesmen that they are employed subject to Union Agreement of Membership and advice to the appropriate Business Agent that the tradesmen are on the job. The tradesmen employed under these conditions will make application to the International Union of Operating Engineers Local No. 955 within fifteen (15) calendar days of hire.
- 4:07 It will be the Unions' responsibility to provide a referral slip to the tradesmen at the Jobsite. New employees shall not be permitted to hire on without a dispatch slip from the Union.
- (a) The following procedures and sequence for layoff shall be followed:
- (1) Permit holders first;
  - (2) Travel cards second
  - (3) Good standing Members last
- (b) Workers on the Project may be offered 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. A person requesting a lay-off shall sign a form indicating that they requested to exercise this option.
- 4:08 When an employee quits or is laid off, and the Employer reasonably believes that employee has exhibited performance, attendance and behaviour that did not meet the Employer's expectations, the Employer shall notify the Union in writing of the name and the experience with that employee forthwith after the quit or layoff.

## **Article 5:00 - DEFINITIONS**

- 5:01 Maintenance shall be work performed for the repair and upkeep of property, machinery and equipment.
- 5:02 The word "repair" used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.

5:03 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.

## **Article 6:00 GRIEVANCE PROCEDURE**

6:01 In the event that either the Employer or the Union wish to process a grievance covering the interpretation, application, operation, or an alleged violation of this Collective Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within twenty (20) days of the event giving rise to the grievance and proceed to step (d) below.

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

- (a) An aggrieved party shall within fifteen (15) days of the alleged violation submit his or her complaint in writing to the Steward who shall endeavor to settle the complaint between the employee and his or her immediate supervisor.
- (b) If the complaint is not settled within five (5) days (excluding Saturdays, Sundays and General Holidays), it may be referred to the Project Superintendent and an Official Representative of the Union.
- (c) If the complaint is not then settled within three (3) days (excluding Saturdays, Sundays and General Holidays), it shall be referred to the Management of the Employer involved and the Business Agent of the Union.
- (d) Pre-Arbitration Process
  - (i) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
  - (ii) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration commencing with step (e) within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of such notice being served.
  - (iii) Such Joint Grievance Panel will consist of two (2) appointees of the Employer and two (2) appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesperson for the Union or for the subject Registered Employers' Organization shall be appointed.

- (iv) The Joint Grievance Panel shall hold a hearing into the matter within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three (3) days (excluding Saturdays, Sundays, and General Holidays) of the date the hearing was held.
  - (v) Each of the parties shall advise the other, within five (5) days [*of receipt of the recommendation*] (excluding Saturdays, Sundays, and General Holidays), as to whether they accept or reject the recommendation.
  - (vi) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten (10) days (excluding Saturdays, Sundays, and General Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
  - (vii) In the event either party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration *commencing with step (e)* within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of receipt of the JGP recommendations.
  - (viii) No lawyers shall be permitted to participate in the JGP proceedings.
- (e) If the complaint is not settled within ten (10) days (excluding Saturdays, Sundays and General Holidays) of a notice pursuant to (d) (ii) or the rejection of a JGP recommendation pursuant to (d) (vii), the grievance shall be referred to an Arbitration Board; by mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) by the Union and a neutral Chairman appointed by the Members. Each party shall bear the expense of their appointee and the expense of the Chairman shall be shared equally by the parties.
- (f) If either party fails to appoint a member to the Arbitration Board within ten (10) days, or if the appointed Members cannot agree on a neutral Chairman within fourteen (14) days of the appointment of the second member, such appointments shall be made in accordance with the *Labour Relations Code*.
- (g) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairman.
- It shall not alter, amend, or change the terms of this 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.
- (h) By mutual consent of the parties the foregoing time limits may be extended.

6:02 As an alternative procedure to that outlined, commencing with Article 6:01 (d) the following procedure shall be used if mutually agreed in writing between the Employer and the Union.

- (a) The steps prescribed in Article 6:01 (a), (b) and (c) shall apply.
- (b) If the matter of complaint is not then settled within ten (10) days (excluding Saturdays, Sundays and General Holidays), it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.
- (c) Should the Employer and the Union fail to agree on the appointment of a single Arbitrator within fourteen (14) days from the date of referral, the appointment shall be made by the Minister of Labour.
- (d) The single Arbitrator shall have the same authority as an Arbitration Board and shall make his or her decision within fourteen (14) days of his or her appointment.
- (e) The costs of and in connection with the single Arbitrator shall be borne equally by the Employer and the Union.

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

By mutual consent of the parties, the foregoing time limits may be extended.

## **Article 7:00 - JURISDICTION**

7:01 Project maintenance conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite crews may be formed where conditions warrant, but this is not to be construed under regular operating conditions as the Employer's prerogative to assign employees out of their usual skill classification. All operation of mobile equipment shall be recognized and respected as Jurisdiction of the International Union of Operating Engineers Local No. 955.

7:02 The Employer may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.

7:03 It is understood that all employees will work together harmoniously as a group and as directed by the Employer.

7:04 In the event that any jurisdictional disputes shall rise between two or more Unions, an immediate assignment of the work in question shall be made by the Employer representative, based upon decisions and agreement of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be settled between the employer and the Unions involved.

- 7:05 The Employer and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of the Owner's plant.

### **Article 8:00 - UNION REPRESENTATIVES**

- 8:01 Representatives of the Union shall have access to the job during working hours on Union business. They shall, as regulations of the plant permit, obtain specific authorization from the Employer for each visit. As per site policy the union representative will give the employer forty eight (48) hour notification before any site visit.

### **Article 9:00 - JOB STEWARD**

- 9:01 The Union may appoint or select one (1) working Job Steward from among the Employer employees to act as a representative of the Union in connection with Union business. The Union may also appoint an acting Job Steward for afternoon or night shifts and based upon the requirements of the site may appoint additional alternate Job Stewards after consultation with the Employer. These Job Stewards shall be allowed reasonable time to conduct Union business related to work being performed under this Agreement at the project site. The provisions of Article 9.04 shall only apply to one designated Job Steward.

The Business Manager or Business Agent of the Union shall be consulted in advance of the termination of the Job Steward.

- 9:02 Job Steward designations must be confirmed in writing to the employer in order to allow recognition of the Job Steward's privileges.
- 9:03 The Steward shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified. The Employer will use its best efforts to advise Job Stewards of unscheduled overtime.
- 9:04 At layoff the appointed Job Steward will be one of the last four employees on the job. Provided they have the required skills to complete the duties remaining for completion of the project.
- 9:05 Notwithstanding the remainder of this Article, a Job Steward who is a short-term employee may be laid off when the assignment for which he was hired is completed.

### **Article 10:00 - REFERRAL OF TRADESMEN**

- 10:01 Maintenance work that the Employer performs involves maintaining operating units that in almost all cases must be kept running. This situation means that

much of the work is of an emergency nature and therefore, will require at times the acceptance of fluctuations in the labour demands made by the Employer on the Union. The Union, by this Agreement, completely understand the necessity of these fluctuations and agree to make every effort to fulfill the personnel requirements of the Employer.

When employees are required, the Employer shall request that the required number of applicants be referred for employment under the following minimum standards. Such requests to the Union Hall will be made and/or confirmed by email.

The Local Union Business Representative will be contacted by the Employer on all occasions when tradesmen are required and the Employer shall state that the tradesmen are required for maintenance work, and also state:

- (a) The manpower request shall identify what shift and hours the Members are expected to work.
- (b) Whether they are to be initially employed on maintenance as defined herein.

- 10:02 The Employer will use its best judgment in advising the Local Business Agent of type of work (i.e. day rate, shift, etc.) and if employee is to be assigned to Long-Term or Short-Term Maintenance work.
- 10:03 The Union representative shall, to the best of his ability, supply qualified tradesmen to perform the work described under this Agreement. The parties to this agreement support the concept that employees will provide trade qualification certificates, where applicable, at hire.
- 10:04 For just and sufficient cause, the Employer shall retain the right to reject a worker dispatched by the Union.
- 10:05 The Employer may request employees by name who have special skills or have previous maintenance experience.
- 10:06 The designation and determination of the number of foremen on maintenance work shall be the prerogative of the Employer. Foremen may be requested to work with the tools when, in the Employer's opinion, it is advisable.
- 10:07 Tradesmen referred to the job by the Local Union Representative, shall report to the specified location at the date and time specified by the Employer.
- 10:08 The Employer may transfer employees with special skills or qualifications to projects which are in the geographical jurisdiction of the Local Union and where manpower is being increased.
- 10:09 Transfer within the scope of the Union is permitted with the mutual agreement between the Employer and the Union and on a voluntary basis for each affected employee. The Mutual agreement between the Employer and the Union will not be unreasonably withheld. In the event that the employee

refuses to be transferred, he/she will be issued the appropriate Record of Employment (ROE) pursuant to the Employment Insurance Act.

- 10:10 When employees are absent from work and do not inform the project supervisor of the reason for their absence such employees may be terminated.
- 10:11 The parties to this Agreement recognize the importance of apprenticeship to the maintenance industry. The parties agree to support, wherever practicable, the employment of apprentices on maintenance projects to reflect acceptable reference agreement ratio.
- 10:12 Employees who attend specific, technical training courses associated with their maintenance duties which are organized by the Employer beyond their normal hours of work or on Saturdays, Sundays or earned days off, shall be paid at straight time rates of pay.
- 10:13 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 or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

## **Article 11:00 - WAGES**

- 11:01 Wages are to be paid as follows:
- 11:02 Benefits will be provided under the Union benefit plan.
- 11:03 In the event that this agreement terminates and no agreement is reached, the Employer, in order that continuity of work shall be maintained agrees that the existing agreement will continue until a new agreement has been ratified and agreed upon.
- 11:04 Should a work stoppage occur in negotiating the local Agreement, the employees affected will be paid the appropriately adjusted wage rate negotiated in the new Agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate whichever is the earlier. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.
- 11:05 Should no work stoppage occur in negotiating the local agreement, the employees of the Union will be paid the appropriately adjusted minimum wage rate negotiated in the new Agreement on the effective date of the new wage rate.

11:06 Wages will be paid weekly by cheque or electronic deposit. At the discretion of the Employer, an exception to direct deposit will be made where an employee is able to provide a letter from a recognized Canadian Financial Institution verifying that the employee is ineligible to establish banking arrangements. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements the Employer may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed not later than the following Thursday before the end of the shift except during a week when a Statutory Holiday falls on a Monday, in which case wages will be distributed no later than the following Friday before the end of the shift.

At the Employer's option, electronic pay records and records of Employment may be provided in lieu of printed records. 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.

11:07 Employees who are separated from the services of the Employer shall normally receive their final wages, vacation pay due, Record of Employment (ROE) on their next regularly scheduled pay period for the pay period in question.

When electronic deposits are made, the final deposit and other termination document mailings/filings must be made by the next pay period.

11:08 It is recognized that there will be certain occasions when the timeframes are not met. For cheques or deposits not received in accordance with the timeframes set out in this article, following notice to the Employer by the Employee or local union penalties contemplated in this article shall apply. In the event that there is a payroll error (miscalculation) on the final cheque or electronic deposit, the Employer will have until the next pay period exclusive of Saturdays, Sundays and Statutory Holidays, after notification is provided to the Employer in accordance with the Employer's normal payroll query process, to provide a make-up Payment. Should this make-up payment not be made by the next pay period, the employer will pay a penalty of \$100.00 per day from the pay date of the final electronic deposit.

11:09 Should wages & vacation pay not be received within the timeframes outlined in 11.08 the Employer will pay a penalty of \$100.00 per day exclusive of Saturdays, Sundays and Statutory Holidays, until the payment is made.

11:10 Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings must be raised on a timely basis in writing on an appropriate form provided by the Employer, in any event, not more than twenty-one (21) calendar days, from date of termination.

11:11 Should employees be short paid on their weekly pay cheque or electronic deposit, the Employer will provide a makeup payment no later than the next pay period after the shortage was brought to their attention. Should this

payment not be made, the applicable provisions of Article 11:09 and Article 11.10 above will apply.

- 11:12 When the Employer or the Employee becomes aware of an overpayment, the Employer the Union and the Employee will meet to negotiate the repayment terms.

## **Article 12:00 – HOURS of WORK**

- 12:01 Eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive. As an option a ten (10) hour day, 4 day work week, Monday through Thursday and/or Tuesday to Friday may be established. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as above. The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours of work for those so assigned.

The noon unpaid lunch period will be one-half hour and may be staggered one hour either way to accommodate production schedules and emergencies.

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 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. 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.

The Employer does not guarantee to provide work to any employee for regularly assigned hours, except as provided in Article 18:00.

The issue of the twelve (12) hour day with three (3) half hour paid breaks is covered off in Appendix "B".

- 12:02 An employee, who is requested to work through his scheduled lunch period and the lunch period provided falls beyond the staggered one hour allowance, will be paid an additional one half hour at the straight time rate.
- 12:03 All time worked before or after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 16:00 of the Agreement shall be paid for at time and one half ( $1\frac{1}{2}$ ).

12:04 Four Ten Hour Day Option.

When the four (4) ten (10) hour day option is being worked, all hours in excess of ten (10) hours on any of the four (4) days will be paid at time and one half (1½). When the Monday or Friday is a scheduled day off and worked all hours will be at time and one half (1½).

12:05 9/80 schedule operates as follows:

Nine (9) hours per day at straight time Monday to Thursday, and eight (8) hours at straight time on Friday in week #1.

Nine (9) hours per day at straight time Monday to Thursday, and Friday off in week #2.

Overtime on the altered work week schedule will be as follows:

Week #1: Time and one half (1½) for **all hours** worked before or after the regular nine (9) or eight (8) hours work day Monday to Friday.

Week #2: Time and one half (1½) for all hours worked on the earned Friday off.

All overtime hours when working the 9/80 schedule are paid at time and one half (1½) the hourly rate, with the exception being Sundays and holidays. Sundays and holidays will be paid at double (2X) the hourly rate.

12:06 Payment for the Statutory Holidays, as listed in Article 16:00 of this Agreement, shall be in accordance with attached schedule.

12:07 Overtime meals on day work conditions are as follows:

- (a) When an employee is requested to work overtime, and the employee works twelve (12) hours or more the Employer agrees to provide a meal for their second meal break. Subsequent meals will also be provided by the Employer as near regular four (4) hour intervals as possible.
- (b) The second meal break will normally be 6:30 p.m. and subsequent meal breaks each four (4) hours after the conclusion of each thirty minute meal break. However, it will be the prerogative of the Employer, in conjunction with the job stewards to arrange meal breaks for efficiency and convenience of the job.
- (c) The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and holidays.

## Article 13:00 - SHIFT CONDITIONS

- 13:01 Shifts may be established on an eight (8) to ten (10) hours per day work week arrangement pursuant to Clause 12.01.
- 13:02 Each shift employee must be scheduled for three (3) consecutive work days and may be scheduled for five (5) or seven (7) days per week, except that when Saturdays or Sundays are worked they shall be paid at applicable overtime rates.
- 13:03 Should the shift be cancelled prior to completion of three (3) consecutive work days, affected employees will be paid at applicable overtime rates for all hours worked, as specified in Clause 12.03.
- 13:04 Employees specifically hired to work one (1) or two (2) evening or night shifts, Monday to Friday will be paid eight (8) or ten (10) hours at the straight time rate plus the applicable shift premium and the applicable overtime rate for hours worked beyond eight (8) or ten (10) hours per shift. Employees transferred to a short shift of less than a three (3) day duration will be paid the applicable overtime rates for all hours worked.
- 13:05 Shift premiums are as follows:
- (a) Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) to ten (10) hours for eight (8) to ten (10) hours pay
  - (b) Evening or night shift is defined as a continuous operation for which start times shall be at 6:00 pm or later, for a minimum of three (3) consecutive shifts. The appropriate overtime rate shall be paid if the schedule lasts fewer than three (3) consecutive shifts.
  - (c) Employees shall work at the Classification Basic Hourly Rate of pay plus three dollars (\$3.00) differential for all shift work, and if overtime is worked it would therefore be at the applicable overtime rate of pay plus three dollars (\$3.00) for all hours worked.
  - (d) In the event that an employee is transferred between shifts and as a result is not able to work the entire or a portion of the shift prior to or following the transfer as a result of 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, or ten (10) hours in a compressed work week. To be entitled to payment for the missed shift or portion thereof, the shift must have been available for the employee to work, i.e., work is there for the employee to perform but for the minimum rest requirements.
  - (e) A one half (½) hour unpaid lunch period will be allowed during each eight (8) or ten (10) hour work shift.
- 13:06 For purposes of this Agreement, Saturday begins at 8:00 a.m. Saturday and Sunday ends at 8:00 a.m. Monday.

All time worked before or after the established work day of eight (8) nine (9) or ten (10) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, shall be paid for at applicable overtime rates:

13:07 Overtime meals are as follows:

- (a) When an employee is requested to work overtime, and the employee works twelve (12) hours or more the Employer agrees to provide a meal or provide compensation in lieu at the amount of forty dollars (\$40.00) for their second meal break. Subsequent meals will also be provided by the Employer as near regular four (4) hour intervals as possible.
- (b) The second meal break will normally be 6:30 p.m. and subsequent meal breaks each four (4) hours after the conclusion of each thirty minute (30) meal break. However, it will be the prerogative of the Employer, in conjunction with the job stewards, to arrange meal breaks for efficiency and convenience of the job.
- (c) The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and holidays.
- (d) When shift schedules are to be changed, except as noted in (e) below, such employees will be given twenty-four (24) hours advance notice and if less than twenty-four (24) hours advance notice is given, the first shift worked on the new schedule will be paid at time and one half (1½) the straight time hourly rate.
- (e) When shift schedules are being revised to return the employee to his normal work schedule, the twenty-four (24) hours advance notice requirement of (d) will not apply. In place, the employee must be notified at the start of his shift that he is to return to his normal work schedule and he must have an eight (8) hour break, or rest period between the completion of his shift and the start of his normal work schedule. In the situation where the eight (8) hour break or rest period does not allow him to return to work at the normal starting time, the provisions of Article 18:03 on minimum pay and reporting time apply.

Payment for the Statutory Holidays, as listed in Article 16:00 of this Agreement, shall be in accordance with Employment Standards.

13:08 Shift premium will be three dollars (\$3.00) per hour for all hours worked on an evening or night shift.

13:09 The standard work day shall be eight (8) to ten (10) hours of employment. A one half (½) hour unpaid lunch period will be provided. No shift employee shall leave duty until relieved at his regular place of work without the permission of his supervisor.

## **Article 14:00 Overtime**

All hours worked in excess of eight (8) hours in any given twenty-four (24) hour period will be paid at time and one half (1½) the basic hourly rate.

14:01 When working the four (4) ten (10) hour option see Clause 12.04 for payment provisions.

14:02 All overtime will be paid at time and one half (1½) the hourly rate, with the exception being Sundays and holidays. Sundays and holidays will be paid at double (2X) the hourly rate.

14:03 Payment for Statutory Holidays as listed in Article 16:00 of this Agreement, shall be subject to the following:

- (a) Payment for the Statutory Holidays, as listed in Article 16:00 of this Agreement, shall be in accordance with Employment Standards.
- (b) All time worked on Statutory Holidays as listed in Article 16:00 of the Agreement shall be paid at double (2X) the hourly day rate.
- (c) Employees will be given the option, without penalty, to give notice to the employer that they do not wish to work the holiday.

## **Article 15:00 - STARTING TIME AND QUITTING TIME CONDITIONS**

15:01 After notifying the unions in writing, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) or nine (9) hours for the job or portion thereof to which any such change of starting time applies, shall begin with such new starting time.

Employees who are assigned to shift work may only have the start time of their shift changed once during the calendar week. Otherwise, the first shift worked at the new start time will be at time and one half (1½) the straight time hourly rate.

## **Article 16:00 - STATUTORY HOLIDAYS**

16:01 The following days will constitute the recognized holidays within the terms of this Agreement:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day       |
| 2. Family Day     | 8. Thanksgiving Day |
| 3. Good Friday    | 9. Remembrance Day  |
| 4. Victoria Day   | 10. Christmas Day   |
| 5. Canada Day     | 11. Boxing Day      |
| 6. Civic Holiday  |                     |

16:02 Holiday Observance Clarification:

- (a) When a holiday falls on a weekend, it will be observed on the first regularly scheduled shift that follows. I.e. Christmas falls on Saturday, it will be observed on the following Monday.
- (b) On the day of observance, the Employer may either pay the workforce at double (2X) time, or provide the day off.
- (c) On maintenance, the overriding factor is harmonizing statutory holidays with in-plant workers. Should the owner determine another day be recognized for its people, this day will be recognized by Employer forces.
- (d) Employers will post the date to be observed no later than seven (7) days prior to the holiday.

## **Article 17:00 - VACATION ALLOWANCE**

17:01 Vacation Pay will be in accordance with vacation pay rates established as follows:

- (a) For long term maintenance employees only, the following vacation pay will apply:
  - (i) up to seven (7) years' service - seven (7) percent;
  - (ii) more than seven (7) years' service and up to twelve (12) years' service nine (9) percent;
  - (iii) more than twelve (12) years' service twelve (12) percent; and

17:02 Maintenance employees who have a break in service with the Employer will maintain their years of service should the break in service be less than ninety (90) calendar days. The break in service is not applicable for those who quit or are terminated.

## **Article 18:00 - MINIMUM PAY AND REPORTING TIME**

18:01 Inclement Weather - The Employer retains the right to determine working requirements, number and kind of people required, when only a portion of the work may be performed under protection or may be of an emergency nature.

18:02 The procedure for review and determination of work and tradesmen to remain on the job shall be as follows:

- (a) The Employer Superintendent will immediately contact the Foreman and Job Steward(s) of the Craft Union(s) affected and survey:
  - (i) Circumstances affecting safety and efficiency of the work.

- (ii) Determine degree of urgency of job continuation.
  - (iii) Determine number and skills of tradesmen required to perform the work commensurate with the urgency established.
  - (iv) Determine and arrange protection for safe efficient performance of the work as required by urgency and inclement condition.
- (b) The Foreman and Job Steward will then advise the tradesmen of the circumstance, provisions being made for their safety and protection and arrange for the necessary tradesmen to proceed with assignments.
  - (c) If work which can be done under reasonable and safe conditions cannot be found for all the craftsmen, then those who cannot be gainfully employed will be allowed to leave the job. The Employer at this point will endeavor to find work for all craftsmen by rescheduling and altering the planned work, if so required.
  - (d) If at this stage the craftsmen still refuse to go to work, the Superintendent will instruct the Foreman and Steward of the craft that they are to contact the Business Agent or his immediate superior and report that the craftsmen have refused to go to work.
  - (e) Subject to above, Clause 18:08 of the Agreement shall be applied.
  - (f) When an employee reports to work and cannot work because of inclement weather he shall be paid two (2) hours reporting time and the employee must remain on the job for the two-hour period unless otherwise instructed by the Employer Supervisor.

18:03 Work Not Available - The following conditions apply:

- (a) When an employee reports to work and is not given the opportunity to work because none is available he shall be paid two (2) hours reporting time and allowed to leave the job immediately.
- (b) If an employee has started to work on his regular shift he shall be paid not less than four (4) hours pay. When the employee works more than four (4) hours but less than eight (8) hours on his regular shift he shall be paid for all hours worked.

18:04 Conditions for Call-Ins of employees will be as follows:

- (a) When an employee is called in to work on his scheduled day off or on an observed holiday, he shall be paid a minimum of two and one half (2½) hours pay at time and one half, (1½) the basic hourly rate.
- (b) Employee will receive minimum of two and one half (2½) hours pay for all Call-Ins regardless of time or duration except that total call in pay within a given eight (8) hour period will not exceed normal overtime pay for that eight (8) hour period.

- (c) Call-Ins which immediately precede and become continuous with regular work day will be paid as follows:
- (i) Minimum of two and one half (2½) hours at time and one half, (1½) the basic hourly rate
  - (ii) Overtime rate for any hours worked in excess of two and one half (2½) hours up to starting time of employee's regular work day.
  - (iii) At normal starting time of employee's regular work day pay shall revert to appropriate pay for that day.
  - (iv) When a tradesman is advised prior to completion of a shift or work day or provided eight (8) hours' notice after completion of a shift or work day, to report early for succeeding shift or work day, such work is not considered "Call-In", but will be paid at the applicable overtime rate without regard to minimum pay.
  - (v) When a tradesman is advised prior to completion of a shift or work day or provided eight (8) hours' notice after completion of a shift or work day, to report back and does report for work, at a specific time between shifts or on a scheduled day off, such work is not considered "Call- In" but will be paid a minimum of two and one half (2½) hours at the applicable overtime rate.

18:05 It is not intended that an employee shall work more than sixteen (16) hours in any given twenty-four (24) hour period, therefore, it should be established that the employee must have at least eight (8) continuous hours off between regular shifts or he will be paid overtime rates for all hours worked in excess of first eight (8), until such time as the employee does have eight (8) continuous hours off.

This shall be established as a Project Rule and it shall be the Supervisor's responsibility to verify the returning time with any employee working in excess of sixteen (16) hours or returning between shifts on "Call-Ins" to ascertain that the employee does receive the eight (8) hours off or is paid correctly.

18:06 It is the intent of this clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break.

18:07 Subject to the above, it shall be the Employer's prerogative to decide whether work shall be stopped during a day of work.

18:08 If an employee stops work for reasons of his own, and without the approval of the Employer, he shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

18:09 Conditions for employees on Stand-By Duty on scheduled days off will be as follows:

Whenever an employee is scheduled for stand-by duty the employee will be reimbursed with two (2) hours pay at time and one half (1½) the basic hourly rate for each period of duty. Each stand-by period will not exceed twenty-four (24) consecutive hours, and not more than three (3) consecutive stand-by periods will be permitted. Stand-by duty means that an employee agrees to be available on call during the period. The names of persons on stand-by duty will be posted.

- 18:10 On initial hire or transfer, employees who report for work and no work is available shall be paid two (2) hours show-up on the first day. If no work available persists, employees who report for work each subsequent day will be so notified and paid two (2) hours straight time per day until work commences. In any event, after three (3) consecutive days of no work available, the employee is entitled to a layoff for lack of work.

### **Article 19:00 - TRAVEL**

- 19:01 During the term of this Agreement, no subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Agreement.

### **Article 20:00 - MIXED CREWS**

- 20:01 It is recognized by the parties to this Agreement that the work covered at times requires the use of mixed crews. Where this becomes necessary, the Unions agree to cooperate with the Employer in every respect in order that the work be conducted in a most expedient manner.
- 20:02 In the event that an emergency arises which would not warrant the "Call-In" of other tradesmen or others could not be reached, the Employer shall have the right to assign those on the project to such emergency work as is necessary. The Employer agrees that in such cases, it will have due regard where practicable to Union jurisdiction.
- 20:03 Conditions for emergency work are as follows:
- (a) A mixed crew under the terms of this Agreement shall be any group of employees up to and including the entire maintenance force necessary to meet the emergency situation without regard to classification or craft for that period only.
  - (b) An emergency under the terms of this Agreement is defined as any situation of an unexpected nature endangering life, property or normal plant production.
  - (c) In the event such emergency continues, a return to craft line operation will be made as soon as contact between the Contractor and Local Business Agent is feasible. In any event the Contractor shall notify any

or all Local Business Agents whose craft rights have been affected during the course of such emergency not later than the next regular business day.

## **Article 21:00 - SUPERVISION**

21:01 The Employer reserves the right to send into the area of work as many Supervisors and Professional Engineers as it deems necessary to supervise the work covered by this Agreement.

## **Article 22:00 - FIRST AID, SAFETY AND PROTECTIVE CLOTHING**

22:01 First Aid - the Employer or the Owner will provide first aid services in accordance with applicable Provincial or Federal Legislation and Regulations.

22:02 Safety – The Union and their Members recognize that Client and Employer safety rules have been established to ensure that no employees are harmed in the performance of the work. The Union and their Members shall at all times fully cooperate with the employer ensuring that safe work practices have been followed. The employees covered by the terms of this agreement shall at all times while in the employ of the Employer be bound by the Safety Rules and Regulations as established by the Employer and the Owner. These rules and regulations are to be published at conspicuous places throughout the plant. The Employer will provide to the employees, such items of safety equipment and apparel as required by these Safety Rules and Regulations.

22:03 Protective clothing for employees will be as follows:

The Employer on request shall issue up to two (2) pairs of coveralls to long term employees each twelve (12) months. Cleaning of these coveralls will be the responsibility of the Employer. All such clothing when issued by the Employer will be worn during on-the-job activity, and will remain Employer property and must be returned before leaving the jobsite. Rules and regulations governing the issue and return of such clothing will be published at a conspicuous location on the job.

22:04 The Employer accepts the responsibility to provide coveralls and all necessary protective clothing required for working conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions.

22:05 The Employer will provide a separate area for employees to remove and store coveralls, work clothing etc., and prior to entering lunch rooms.

## **Article 23:00 - PROJECT RULES**

- 23.01 Local Union Business Representatives should encourage all Members to give employers a permanent mailing address and the name and address of "next of kin" for notice purposes.
- 23.02 It is recognized that in an operation of this kind, the Employer and the Union have interests in the rules governing the performance of the work under this contract. It is agreed that such project rules and regulations will be prepared and distributed among the tradesmen on the job by the Employer, provided such rules do not conflict with or contravene terms of this Agreement.
- 23.03 It is agreed by the Union that all of the employees covered by this Agreement shall be made aware of these project rules and regulations by the Employer at the time of their hire and that they shall be bound by them throughout the duration of their employment.
- 23.04 It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including discharge subject to Article 6:00, Grievance Procedure.

## **Article 24:00 - PERIODIC CONFERENCE**

- 24:01 Periodic meetings shall be held by the union and the employer for the purpose of discussing matters of mutual interest that effect the employees.

## **Article 25:00 - WORK STOPPAGES**

- 25:01 During the term of this Agreement there shall be no lock-out by the Employer and no slowdown or work stoppage by any of the Unions.

## **Article 26:00 - MANAGEMENT CLAUSE**

- 26:01 The Employer shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used to complete the work and the right to discharge or lay-off any employee for just and sufficient cause, provided, however, that no Employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in its judgement the spirit and intent of this Agreement has been violated.

## **Article 27:00 - DRUG AND ALCOHOL**

27:01 Whereas the Parties are committed to ensuring insofar as possible the health and safety of every employee, the current Canadian Model (currently posted at: <http://www.coaa.ab.ca/Safety/CanadianModel.aspx>) [the "Canadian Model"], 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.

### **27:02 Risk Assessment**

If an Employer requests a worker to participate in a Point of Collection Testing (POCT) risk assessment pursuant to 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 28:00 - SPECIAL PROVISIONS**

28:01 It is understood by the contractor signatory to the Agreement that if an employee is requested and required to work in areas where approved footwear is required, as a result of normal duties, such footwear costs will be reimbursed by the Employer. A ceiling of three hundred dollars (\$300.00) per year inclusive of G.S.T. is payable supported by receipts. Employees eligible with be those who have 6 months of continual employment with Cart Construction.

28:02 It is clarified that tonnage premiums as established in the Operating Engineers reference agreement will be paid to Crane Operators working under this Agreement.

## **Article 29:00 - BEREAVEMENT LEAVE**

29:01 The Parties agree to establish a Bereavement Policy whereby, as a minimum those with more than three (3) months service with the Employer will be entitled to three (3) days of Bereavement Leave in the event of a death of members of immediate family.

29:02 For purposes of Bereavement Pay Benefits set out in Article 29:03, the following definitions apply:

- (a) "Bereavement Pay Benefits" means the benefits as set out in Article II hereof.
- (b) "Child" means a biological or legally adopted child of an Employee, or a stepchild or other child who is or has been dependent upon the Employee for support and who lives or has lived with the Employee in a regular parent-child relationship.
- (c) "Grandparent" shall mean the parent of an Employee's Parent.
- (d) "Employee" means an employee of the Employer who at the time of the funeral or memorial service has been in the continuous employ of the employer for a period of twelve months (12) or longer and who is in good standing with his or her Union.
- (e) "Parent" means a birth parent or legally adoptive parent or step-parent and "Parent-in-law" shall mean the parent of an Employee's Spouse.
- (f) "Sibling" means a birth sibling or legally adopted brother or sister, step-brother, step-sister, or other person sharing a common parent with an employee.
- (g) "Spouse" means a husband, wife or same-sex partner by virtue of a religious or civil marriage ceremony, except that a person of the same or opposite sex living with an employee will be deemed to be the employee's spouse if such person publicly represented as the employee's spouse for a continuous period as established under the Alberta Adult Interdependent Relationships Act. (RS). In the event that the period of time established under the Act is amended this protocol shall be deemed to have been amended with the same effective date.

29:03 Bereavement Pay Benefits in an amount of eight (8) hours straight time pay shall be paid to an employee for up to three (3) days of lost work incurred as a result of the employee's attendance at a funeral or memorial service upon the death of an employee's Spouse, Child, Parent, Parent-in-Law, Grandparent or Sibling.

29:04 Bereavement Pay Benefits shall only be paid to an employee who:

- (a) Was employed at the time of the funeral or memorial service.
- (b) If employed at the time of the funeral, provides a completed Application for Bereavement Benefits form as prescribed by the employer.
- (c) Provides a documentation acceptable to the employer which establishes the death of the individual and the relationship of the employee to the deceased within sixty (60) working days of the death. This may include but is not limited to a photocopy of the deceased person's death certificate, death notice, memorial card or obituary.

## **Article 30:00 - APPRENTICESHIP AND TRAINING**

- 30:01 When an Employer employs more than four (4) but less than ten (10) journeymen, he must employ at least one (1) registered apprentice, and if he employs more than ten (10) journeymen he must employ at least two (2) registered apprentices.
- 30:02 When an employee works in a higher hourly wage classification, he shall be paid the higher rate for at least two (2) hours of the shift in which he works the higher classification.
- 30:03 At no time will an employee be required to work in a lesser wage classification than that for which he was dispatched, unless the employee and the union agrees to a lesser wage classification in writing.
- 30:04 The employer signatory to and bound by this agreement hereby agree to make contributions to the International Union of Operating Engineers National Training Fund in the amount of \$.05 (five cents) per hour for each hour worked to all employees whose compensation is covered by this agreement.
- 30:05 The Employer agrees to transmit and pay the amount of contributions due to the National Training Fund to the local union fringe benefit fund administrator, under the same terms and at the same time as the other local union fringe benefit fund contributions are made under this agreement.
- 30:06 The Employer agrees to become party to the current Agreement and Declaration of Trust Establishing the International Union of Operating Engineers National Training Fund and further agrees to be bound by the Agreement and Declaration of Trust and any amendments adopted thereto.
- 30:07 The Employer further agrees to be bound by all rules, regulations and procedures adopted by the Board of Trustees of the International Union of Operating Engineers National Training Fund, together with all actions taken by the Board of Trustees within the scope of its authority. Each employer also authorizes the parties to the Agreement and Declaration of Trust to appoint trustees and successor trustees and hereby ratifies and accepts the trustees so appointed.

## **Article 31:00 - FOREMEN**

### **31:01 Maintenance**

- (a) For the purposes of this Article, where numbers of "Operating Engineers employed on a project" are used, those numbers shall include owner-operators and operators of manned rented equipment.

Those numbers shall not include apprentices or any helpers or oilers.

(b) Operating Foremen

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

(c) Non-Operating Foremen

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

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

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

(f) Non-Operating Foremen and General Foremen may work at the trade in cases of emergency or to replace a regular employee who is absent. No Foreman shall work at the trade to displace a regular employee.

(g)

(i) Employees designated as Foremen will be capable of performing all tasks and duties under their supervision.

(ii) Crane apprentices shall not be designated as Foremen.

(h) Where General Foremen and Foremen are employed, orders shall normally be given in the following sequence: General Foremen to Foremen, Foremen to Operators.

(i) Foreman Rates

The following rates shall be added onto the applicable base rate for the respective Foreman levels:

- |       |                       |             |
|-------|-----------------------|-------------|
| (i)   | Operating Foreman     | \$4.00/hour |
| (ii)  | Non-Operating Foreman | \$5.25/hour |
| (iii) | General Foreman       | \$7.00/hour |

**Article 32:00 - PAY DAYS**

32:01 Wages and holiday and vacation pay shall be paid no less frequently than weekly.

**Article 33:00 - EMPLOYER CONTRIBUTION**

33:01 The Employer shall pay a rate equal to the amount indicated in the Wage Schedule of each applicable base hourly rate of pay for each hour worked by each employee into the Operating Engineers Local 955 Pension Trust Fund.

33:02 The Employer shall, not later than the fifteenth (15th) of each month, remit Pension Trust Fund contributions for the previous month to the Office of the Trust Fund. Cheques are to be made payable to the Operating Engineers Local 955 Pension Trust Fund.

33:03 It is agreed that the extent of the Employer liability for the provision of Pension benefits for the bargaining unit employees is in providing to the Pension Trust Fund the contributions as outlined above.

33:04 It is agreed that the employer will pay a rate of four (4.0%) percent of base rate for Statutory Holiday pay on each hour worked. Statutory Holiday pay will be paid on each pay period.

**Article 34:00 - CLASSIFICATIONS AND WAGE RATES**

34.02 Operator Classifications

GROUP 1 Crane (including boom truck, Spyder Cranes, Mobile Gantry Crane (e.g., Shuttlelift)) 15 ton capacity and over; piledriver (person in charge of hammer and leads); boring machine LDH equivalent and larger (including Texoma 900, Taurus XL, 800 & 700); sideboom; stiff-leg; guy derrick; gin or guy pole; double drum hoist used for hoisting, lowering and/or erecting; dragline; hoe, shovel, clam, 1½ cubic yard and over; hammerhead and tower cranes 3 ton capacity and over; gradall; front end loader 10 cubic yard capacity and over; concrete pump truck with 60 feet of boom or over, or 110 cubic yard per hour capacity and over, or, 1000 PSI pressure and over; Machinist; Mechanic, Welder, hydrovac operator (chemical cleaning, high pressure water blasting)

(3100 psi – 40,000 psi) and vacuum services (Class 1 wet/dry turbo-vac)), and 2<sup>nd</sup> Class Steam Engineer.

GROUP 2 Hammerhead and tower cranes up to 3 ton; crawler and mobile cranes (including boom truck, Spyder Cranes, Mobile Gantry Crane or Shuttlelift) up to 15 ton; boring machine MF and equivalent; trench type ditching machine (over 140 Cleveland); concrete pump truck with less than 60 feet of boom, or less than 110 cubic yard per hour capacity, or less than 1000 PSI pressure; single drum hoist ("tugger") used for hoisting, lowering and/or erecting; dragline, hoe, shovel, clam over ½ cubic yard capacity and up to 1½ cubic yards; front end loader 5 cubic yard capacity and up to 10 cubic yards; quad-tractor (one operator); motor scraper 657 and larger; crawler tractors larger than D8 or equivalent, hydrovac operators (high pressure water blasting (steam/wash truck 3000 psi and under) and vacuum services (Class 1 wet vac)), and 3<sup>rd</sup> Class Steam Engineer.

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

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

GROUP 3 Dragline, hoe, clam, shovel up to and including ½ cubic yard; crawler tractor with attachments such as dozer, scraper, over 75 b.h.p. up to and including D9 or equivalent; motor scraper up to 657 capacity; front end and overhead loader 1 cubic yard capacity and up to 5 cubic yards; concrete mixer 1 cubic yard capacity and over; concrete line pump; crusher; batch plant; A-frame; lowboy; highboy; shunt truck; haul truck; telescoping material handler ("zoom boom" fork lift) service truck; lubricator; boring machine BDH equivalent and smaller; parts person; compaction equipment with attachments; hydrovac operators (vacuum services (Class 3 wet vac)), skid steer (Bob-Cat type) equipment and Firefighter.

GROUP 4 Crawler tractors with attachments such as dozer and scraper up to and including 75 b.h.p.; front end and overhead loaders up to 1 cubic yard; concrete mixer up to 1 cubic yard; single drum skip hoist; elevator operator; dump truck operator; forklift; side loader; operated self-propelled and towed compaction equipment; single drum hoist used for purposes other than specified in Group 2; parts-person's helper.

GROUP 5 Oiler, assistant operator; water pumps; compressors; mechanical heater (Herman Nelson, Dravo Type); tow tractor without attachments; mechanic's helper; gas tester (sniffer); boring machine helper; rigger for Franki-type machine.

### 34.03 Attachments

Premiums for the principal operator as follows:

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

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

#### Current

January 1<sup>st</sup>, 2023

Wage 5%

Classification	Base Rate	Health & Wellness	Pension	Apprenticeship & Education	Holiday Pay (11%)	Gross
Group 1- Including 2nd Class Steam Engineer	\$47.82	\$2.00	\$3.30	\$0.35	\$5.26	\$58.73
Group 2 - Including 3rd Class Steam Engineer	\$42.27	\$2.00	\$3.30	\$0.35	\$4.65	\$52.57
Group 3 - Including Firefighter	\$39.94	\$2.00	\$3.30	\$0.35	\$4.39	\$49.98
Group 4	\$37.53	\$2.00	\$3.30	\$0.35	\$4.13	\$47.31
Group 5	\$35.10	\$2.00	\$3.30	\$0.35	\$3.86	\$44.61

**January 1<sup>st</sup>, 2024  
Wage 4%**

Classification	Base Rate	Health & Wellness	Pension	Apprenticeship & Education	Holiday & Vacation Pay (11%)	Gross
Group 1- Including 2nd Class Steam Engineer	\$49.73	\$2.15	\$4.15	\$0.35	\$5.47	\$61.85
Group 2 - Including 3rd Class Steam Engineer	\$43.96	\$2.15	\$4.15	\$0.35	\$4.84	\$55.45
Group 3 - Including Firefighter	\$41.54	\$2.15	\$4.15	\$0.35	\$4.57	\$52.76
Group 4	\$39.03	\$2.15	\$4.15	\$0.35	\$4.29	\$49.97
Group 5	\$36.10	\$2.15	\$4.15	\$0.35	\$4.02	\$46.77

**January 1<sup>st</sup>, 2025  
Wage 3%**

Classification	Base Rate	Health & Wellness	Pension	Apprenticeship & Education	Holiday Pay (11%)	Gross
Group 1- Including 2nd Class Steam Engineer	\$51.22	\$2.30	\$5.00	\$0.35	\$5.63	\$64.50
Group 2 - Including 3rd Class Steam Engineer	\$45.28	\$2.30	\$5.00	\$0.35	\$4.98	\$57.91
Group 3 - Including Firefighter	\$42.79	\$2.30	\$5.00	\$0.35	\$4.70	\$55.14
Group 4	\$40.20	\$2.30	\$5.00	\$0.35	\$4.42	\$52.27
Group 5	\$37.18	\$2.30	\$5.00	\$0.35	\$4.09	\$48.92

The following schedule will be used in determination for maintenance Rates Classifications and Benefits for the duration of the Agreement – October 15<sup>th</sup>, 2019 to October 15<sup>th</sup>, 2021.

- 1) It is agreed by the Union and Employer that a wage reopener may be called by either party in advance of the January.1<sup>st</sup> 2024 or January.1<sup>st</sup> 2025 anniversary dates (years 2 and 3) of this agreement. The Parties will discuss matters pertaining to the base

wage rates only. If mutual agreement cannot be reached the matter may be referred to a mutually acceptable Arbitrator within fifteen (15) business days. Failing agreement either party may apply to *Mediation Services* for the appointment of an arbitrator. No Arbitrator who has been proposed and rejected by either party shall be authorized to hear and determine the grievance on an appointment by the ministry, subject to legislation.

- 2) Apprentice rates are calculated at the percentages provided in the Local Construction Agreement applied to Maintenance Journeyman Rate.
- 3) Employers are responsible for operating their own payroll in an accurate and timely fashion pursuant to the collective agreement. Appropriate union dues deductions are to be made pursuant to the local agreements.
- 4) Contributions to Audio Metric Testing fund are payable on maintenance as appropriate, if no plan is provided by the client.

## **APPENDIX "A" EXAMPLES SECTION**

**CASE I** An employee who works from 8:00 a.m. to 4:30 p.m., and is called in at 1:00 a.m. and works until 3:30 a.m., then resumes his regular shift at 8:00 a.m., would be paid overtime for the hours worked from 1:00 a.m. to 3:30 a.m., but would be on straight time for 8:00 a.m.

The employee had a continuous eight (8) hour break between the end of one regular shift (4:30 p.m. to 1:00 a.m.) and the beginning of the next.

**CASE II** An employee who works from 8:00 a.m. to 4:30 p.m., and is called in at 11:00 p.m. and works until 2:00 a.m., then resumes his regular shift at 8:00 a.m., thus has not had a continuous eight (8) hour break between the end of one shift and the beginning of the next. The employee is entitled to overtime from 8:00 a.m. onwards until an eight (8) hour break occurs, or alternately and preferably the employee may be instructed not to report until 10:00 a.m., i.e., so that the employee has an eight (8) hour break. In this event the "2, 4, 8 hour" pay clause would apply and the employee would receive eight (8) hours pay for that day even though he reported back to work at 10:00 a.m. For call-ins on Sunday, which precede and may become continuous with regular work day Monday morning, the following rules will apply:

- (1) The employee must have eight (8) continuous hours off in the twenty-four (24) hour period immediately preceding 8:00 a.m. Monday morning.
- (2) The employee should not work more than sixteen (16) hours without an eight (8) hour break.

**CASE III** Therefore, if an employee is called in at 4:00 p.m. Sunday and works until 1:15 a.m., the employee should report for work at 8:00 a.m. and be paid straight time, as the employee had an eight (8) hour break in the twenty-four (24) hour period preceding 8:00 a.m. Monday.

**CASE IV** An employee should not work more than sixteen (16) hours and must take an

eight (8) hour break before continuing work. Therefore, an employee called in at 7:00 p.m. Sunday could work until 11:00 a.m. Monday, sixteen (16) hours. The employee would be paid time and one half (1½) from 7:00 p.m. until 8:00 a.m. The employee would revert to straight time at 8:00 a.m., until 11:00 a.m. The employee would then be sent home at 11:00 a.m. and paid eight (8) hours for Monday (8:00 a.m. to 4:30 p.m.). Employees working long call-ins that approach regular starting time on Monday, should be given the option of remaining at work and taking advantage of the sixteen (16) hour rule. In other words, it is unfair to send the employee home at 7:00 a.m. after working ten (10) hours, and expect the employee to be back at 8:00 a.m. to be paid straight time.

CASE V In another case an employee is called in at 2:00 p.m. on Sunday and works until 2:00 a.m. The employee would be instructed to take an eight (8) hour break and report at 10:00 a.m. Monday and be paid for the day at straight time, as the employee did not have a continuous eight (8) hour break in the twenty-four (24) hour period from 8:00 a.m. Sunday to 8:00 a.m. Monday.

## **APPENDIX “B” TWELVE (12) HOUR SHIFT ALTERATION POLICY LETTER**

Upon written notification to the union, the Employer may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities.

1. The shift will be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift.
2. There are to be three (3) half hour paid breaks.
3. Employees will be on site a total of twelve (12) hours and paid for twelve (12) hours for all work days including overtime days.
4. The shift schedule will be paid as follows: Monday to Thursday or Tuesday to Friday: ten (10) hours @ straight time, two (2) hours @ time and one half (1½).
5. Any hours worked on Saturday, Sunday or Holidays will be paid at time and one half (1½).
6. Employees will receive an overtime meal or provided compensation in lieu at the amount of forty dollars (\$40.00).
7. All employees on this shift must observe three (3) half hour breaks.

The notification to the union must be received no later than seven (7) days prior to the start of the shift and the notice will highlight the anticipated start and completion dates.

The following conditions need to be highlighted:

1. The approval of the above terms and conditions is to be implemented for the dates requested by the Employer. Should the Employer need to extend the

completion date, they will serve formal notice to the Parties.

2. It is expected that the nature of the work and break structure will not be a detriment as to how the work will be performed safely and effectively executed.
  
3. Any deviation from the outlined conditions may result in the cessation of the shift for the Employer.

### **Article 35:00 - DURATION OF AGREEMENT**

It is understood that this Agreement shall be in full force and effective from January.1st, 2023 to December.31st, 2025 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date. Changes by mutual consent of the parties, are not excluded during the lifetime of this Agreement.

This contract contains the entire Collective Agreement between the parties, supersedes, and replaces all previous Collective Agreements and practices, both written and signed this 15 day of December, 2022 in the Province of Alberta.

On Behalf of the Employer:

On Behalf of the Union:

**Cart Construction Inc.**

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

\_\_\_\_\_  
Claude Jeddry  
President

\_\_\_\_\_  
Chris Flett  
Business Manager

\_\_\_\_\_  
Declan Regan  
President