

COLLECTIVE AGREEMENT

BETWEEN:



GOLDEN ARROW INDUSTRIAL LTD.  
*(hereinafter referred to as "the COMPANY")*

Regional Municipality of Wood Buffalo

AND:



THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION NO. 955  
*(hereinafter referred to as "the UNION")*

Period

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

## Table of Contents

ARTICLE 1:00 - OBJECT .....	3
ARTICLE 2:00 – SCOPE .....	3
ARTICLE 3:00 – SUB-CONTRACTING.....	3
ARTICLE 4:00 – UNION SECURITY.....	4
ARTICLE 5:00 – SENIORITY.....	4
ARTICLE 6:00 – CLASSIFICATIONS .....	6
ARTICLE 7:00 – PROBATIONARY PERIOD .....	7
ARTICLE 8:00 – MANAGEMENT RIGHTS .....	7
ARTICLE 9:00 – EMPLOYEE REPRESENTATION .....	8
ARTICLE 10:00 – BEREAVEMENT LEAVE .....	9
ARTICLE 11:00 – WAGES, PENSION AND HEALTH & WELLNESS .....	9
ARTICLE 12:00 – SAFETY CONDITIONS .....	14
ARTICLE 13:00 – SPECIAL PROVISIONS .....	14
ARTICLE 14:00 – STATUTORY HOLIDAYS.....	16
ARTICLE 15:00 – VACATIONS .....	16
ARTICLE 16:00 – GRIEVANCE PROCEDURE.....	17
ARTICLE 17:00 – NO STRIKES OR LOCKOUTS.....	18
ARTICLE 18:00 – SAVING CLAUSE .....	18
ARTICLE 19:00 – TERMINATIONS AND AMENDMENTS.....	18
Letter of Intent #1 .....	20
Letter of Intent #2.....	21
Letter of Intent #3.....	23
Letter of Intent #4.....	24
LETTER OF UNDERSTANDING #1.....	25

## **ARTICLE 1:00 - OBJECT**

- 1:01** It is the intent and object of this Collective Agreement that the Company and the Union cooperate to obtain efficient and unrestricted operation of the industry; to promote peaceful and harmonious relations between the Company and the employees; to provide for the amicable settlement of all disputes and grievances and to establish rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.
- 1:02** Throughout this Collective Agreement, a word used in the masculine gender applies also in the feminine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

## **ARTICLE 2:00 – SCOPE**

- 2:01** This Collective Agreement shall apply to all employees working as coach and shuttle operators, and any other employees in the Regional Municipality of Wood Buffalo & the site operation at Cenovus Foster Creek as agreed to by the Company and the International Union of Operating Engineers Local Union No. 955.
- 2:02** Supervisory staff, safety officers, office clerical, mechanics, shop employees and cleaners are not covered under the scope of this Collective Agreement.
- 2:03** If during the term of this Collective Agreement it becomes necessary for the Company to perform work which falls within the scope of this Collective agreement on any other site, the parties agree to meet and negotiate terms and conditions posed by the implementation of this Collective Agreement at a different geographical site.

## **ARTICLE 3:00 – SUB-CONTRACTING**

- 3:01** The Company and the Union agree that the Company may use Owner/Operators or outside Contractors on a required basis to supplement the regular work force and to provide additional help on a required basis. Furthermore, the Company undertakes that such contracting out shall not result in the loss of employment for any Golden Arrow Industrial Ltd. employee covered under this Collective Agreement.
- 3:02** The Company, shall forward to the Union, a permit fee of ninety dollars (\$90.00) per month for any bus with an operator engaged in a sub-contracted capacity, for any period beyond six (6) working days in a calendar month. The Company shall submit a list of the number of sub-contracted buses to the Union no later than the fifteenth (15th) of the following month and the Union shall issue an invoice.
- 3:03** All Owner/Operators and Contractors are required to comply with the provisions of any site policies, procedures and the safety regulations which apply to employees of Golden Arrow Industrial Ltd.
- 3:04** It is recognized by the Union that circumstances may require the use of sub-contractors

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

on work covered under the terms of this Collective Agreement. The Employer agrees that if such circumstances arise, they will notify the Union of any subcontracts. Notification will be in the form of written notice to the Business Agent and a Job Steward within six (6) working days after the commencement of work.

### **ARTICLE 4:00 – UNION SECURITY**

- 4:01** The Company agrees to recognize the Union as the sole collective bargaining agent for all employees as described in Clause 2:01.
- 4:02** It is agreed that as a condition of employment, each employee shall become and remain a member in good standing of the Union.
- 4:03** Each new employee when hired by the Company and working under the terms and conditions of this Collective Agreement, will be required to;
- Sign an application card, as well as the dues deduction agreement card (or DDA), at point of orientation, for Union membership (cards to be supplied by the International Union of Operating Engineers, Local Union No. 955), and
  - Must apply to become an initiated member of the Union the first day following ninety (90) calendar days from the date of employment, and are responsible to pay the initiation fee to the Union, or be replaced.
  - Upon the completion of their probation period, new employees shall be provided with a letter from the Company stating that they have completed the probation period which will be forwarded to the Union by email or fax.
  - The Union shall provide a copy of the current Collective Agreement.
  - All new employees will return the member application and dues deduction authorization (DDA) forms to Union Hall within ten (10) working days of commencement of work by email or fax.
- 4:04** The Company agrees for the duration of this Collective Agreement to deduct from the first pay cheque of each month, the monthly dues and assessments of any employees who are covered by this Collective Agreement and remit such monies so deducted to the Head Office of the Union along with a list of the employees from whom the money was deducted and shall be forwarded to the Union no later than the fifteenth (15th) day of the following month.
- 4:05** The company agrees to inform the Business Agent of any and all new employees within ten (10) working days after the commencement of work.

### **ARTICLE 5:00 – SENIORITY**

- 5:01** a) Once an employee has completed his or her probationary period, they become eligible to accrue seniority based on their length of continuous service in positions

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

coming within the scope of this Collective Agreement from their date of hire.

- b) Employees who request a site transfer shall be transferred based on their seniority and approval by the Regional Manager. The Company will post vacant positions, of thirty (30) days or greater, at other site/project locations on the bulletin board, and interested employees may apply for transfer. The applicant with the most seniority shall be awarded the position, provided he or she is qualified to perform the work.
- c) In the event of a lay-off by the Company, employees shall be laid off in the reverse order of their seniority, provided that those remaining will have demonstrated the required job performance, knowledge, qualifications, abilities, and skills to fill the positions available. Employee will be allowed one refusal of recall; any further refusal would result in loss of seniority

**5:02** Part-time employees shall not accrue seniority. If part-time employees are hired on as regular full-time employees, they will begin to accrue seniority from the date they were hired as a full-time employee.

**5:03** An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence if approved by the Company. An employee shall lose seniority rights by reason of:

- a) The employee is discharged for just cause.
- b) The employee voluntarily resigns.
- c) Failure to return to work after being recalled within (7), calendar days of the recall. Acceptance of recall will be verified by telephone conversation, and confirmed by either email or text-message within forty-eight (48) hours. Employees will be allowed one refusal of recall; any further refusal would result in loss of seniority.
- d) After a lay-off of twenty-four (24) consecutive months.
- e) Any employee who has been promoted beyond the scope of this Collective Agreement for a period in excess of ninety (90) working days. Employees so promoted will continue to pay their regular monthly Union dues during this ninety (90) day period.

**5:04** In the event that employees are required to temporarily perform additional work within the scope of this Collective Agreement, it will be assigned in a fair and equitable fashion so as not to show favoritism or discriminate against any individual and will be on a seniority basis from those employees available for the work.

When an operator is called in for any scheduled or unscheduled work, he or she shall be paid a minimum of three (3) hours.

Extra work will be posted every Tuesday on a weekly basis in two distinct categories. The first category will be labelled 24 Hour Notice, will be for drivers able to report for the extra with a minimum of twenty-four (24) hour notice. This will be used to cover vacancies with advance notice. The second category will be labelled "less than 24 Hour Notice" and will have for purpose to cover last minute changes and vacancy.

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

When Operators check off for extra work, he or she must have the ability to report to work on time and with their own transportation. If an operator wants to cancel his or her availability, they must request to cancel within a minimum twenty-four hour (24) prior to said availability. If a driver refuses the extra work outside the notice period or does not report to work once notified without a valid and documented reason he or she will subject to discipline.

The hour guarantee explained in article 11.03 will only apply if the operator makes themselves available for the entire day and commences work

- 5:05** The Company shall provide for and allow up to ten employees per calendar year the opportunity to cross-train, for other bargaining unit positions (i.e.: shuttle-bus drivers would be able to cross-train for coach-bus positions or vice versa): thereby allowing employees opportunities for advancement. Trainees will cross-train on their own time and expense at Golden Arrows Driver Training School in Edmonton. Employees must apply directly to Golden Arrow's Human Resources department, and meet all prerequisite qualifications, and safety record evaluation, for consideration. Training opportunities will be awarded on a seniority basis, provided applicants have met requirements and safety qualifications. Applications must be submitted by November 1<sup>st</sup> annually.
- 5:06** Runs and duties will be allocated via a bid system that is further defined in the dispatch rules.

## **ARTICLE 6:00 – CLASSIFICATIONS**

### ***PART-TIME OPERATORS***

- 6:01** Part-time operators have completed their probationary period.
- 6:02** Part-time operators will not be used when regular operators are available to do required trips.
- 6:03** Part-time operators will be carried on a separate part-time operator list at the worksite.
- 6:04** Part-time operators must be members of the Union.
- 6:05** Safety Supervisors will only be used in the case of emergency. Non-bargaining unit employees shall not perform work normally assigned to employees of the bargaining unit. However, it is recognized that there will be occasions such as:
- Emergency situations
  - For purposes of investigation
  - Inspection
  - Instruction
  - Demonstration purposes
  - Experimental and developmental work
  - Critical start-up or shut down periods

It may be necessary from time to time for non-bargaining unit employees to do work

**Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

in cooperation with bargaining unit employees. If a non-bargaining unit employee is required in any of the above circumstances it is understood that no bargaining unit employee shall be displaced as a result, nor suffer any loss of wages from regularly scheduled hours. If at any time, there is no driver available, and a daily run must be completed, this would be considered an emergency circumstance. The Job Steward on duty will be notified prior to the commencement of such work, or as soon as is practical. This article only applies to revenue generating runs.

**REGULAR OPERATORS**

- 6:06** Regular operators have completed their probationary period.
- 6:07** Regular operators have made themselves available to the Company for full-time employment under this Collective Agreement. Full-time employment means any regular operator who is regularly scheduled for work.

**LEAD HAND**

- 6:08** Lead-hands may assist, train and mentor fellow employees, as well as follow up on directions as given by the supervisor. Lead-hands are members of the Union and at no time will be used in a management capacity (i.e.: they shall not be able to discipline.).

**ARTICLE 7:00 – PROBATIONARY PERIOD**

- 7:01** All newly hired employees shall be considered as probationary employees.
- 7:02** All employees shall have completed their probationary period on the first day following ninety (90) calendar days of employment.
- 7:03** There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work, or dismissed, during the probationary period.

**ARTICLE 8:00 – MANAGEMENT RIGHTS**

- 8:01** The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Collective Agreement and shall be administered fairly and reasonably.
- 8:02** The Company shall always have the right to hire, and to discipline, demote or discharge employees for just cause, and shall follow the principles of progressive discipline.
- 8:03** Discipline must be based on just cause and in accordance with the principles of progressive discipline. The parties agree that in the event an employee is to be disciplined by the Employer, the employee shall have the right to Union representation through Job Stewards, Business Agents and/or Representatives. It is agreed that

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

disciplines that exceed twelve (12) months for operational purposes or twenty-four (24) months for safety purposes prior to the event in question shall not be relied upon.

The steps of progressive discipline are as follows;

- Documented Coaching
- Documented Verbal Warning
- Written Warning
- Suspension
- Termination with just cause.

An employee will not be held out of service without pay unnecessarily in connection with an investigation.

It is understood, incidents more severe in nature may warrant the bypassing of one or more of the steps listed above, and more severe discipline up to and including termination with just cause may be warranted.

### **ARTICLE 9:00 – EMPLOYEE REPRESENTATION**

- 9:01** a) The Union may appoint one (1) of its members who is a qualified worker in their classification as Job Steward for each shift. The Union will notify the Company in writing the names of the Job Stewards appointed and the Company shall not discriminate against them for lawful Union activities. The Company and the Union will endeavor to ensure that there is a Job Steward working on each shift, provided that the Job Steward is a qualified Steward and is qualified to perform the work required.
- b) Job Stewards shall be recognized by the Company and shall be treated fairly and impartially. Stewards shall be allowed time during working hours to perform the work of the Union but shall not abuse that privilege.
- c) There shall be one (1) Chief Job Steward appointed by the Union per site of thirty (30) employees or more. The Chief Job Stewards shall receive a premium of one dollar (\$1.00) per hour for all hours worked. This premium does not attract overtime.
- d) Job Stewards will be selected based on their leadership qualities, maturity, ability to problem-solve, positive attitude and to uphold the spirit of cooperation between the Company and the Union. It will be mandatory that all Job Stewards appointed must take the Job Steward Course, provided by the Union.
- e) Provided he is qualified, the Chief Job Steward(s) will be the last employee laid off in their classification. Shift Job Stewards will be one of the last two (2) employee(s) laid off in their classification.
- 9:02** The Business Agent is to have access to all projects covered by this Collective Agreement after first notifying the person in charge, having due regard to project rules and safety regulations including the client owner's site access rules. The Business Agent shall not interfere with the progress of the work.



**Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

- 9:03** The Company shall make available, at each work site location covered under the terms and conditions of this Collective Agreement, a suitable place for the posting of Union notices.
- 9:04** The Company recognizes that the Union Steward performs services that are valuable to the Company, acting in liaison between the Company and the employees, therefore the Company agrees to pay each Steward the hourly rate of pay for attending Company-called meetings if so required.
- 9:05** If the Company wishes to terminate a Steward, they will notify the Business Representative or Agent of the Union in writing at least one (1) full day, (excluding Saturdays, Sundays and Holidays), before commencing such action.

**ARTICLE 10:00 – BEREAVEMENT LEAVE**

- 10:01** When death occurs to a member of a regular employee’s immediate family, the employee will be granted, upon request, an appropriate leave of absence. He/she shall be compensated for a maximum of three (3) days’ pay at his/her regularly scheduled hours per day.
- 10:02** Members of the employee’s immediate family are defined as the employee’s spouse, common law partner (regardless of gender), mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, grandparents and grandchildren. In the event of the death of a family member not covered above, the employee can make representation for funeral leave outlining the reasons why it should be granted.

**ARTICLE 11:00 – WAGES, PENSION AND HEALTH & WELLNESS**

**11:01**

	Shuttle	Wage Rate	Pension	Health & Wellness	Vacation Pay (4%)	Gross Rate
2.7%	2021	\$30.30	\$3.00	\$1.70	\$1.21	\$36.21
1.0%	2022	\$30.60	\$3.05	\$1.70	\$1.22	\$36.58
1.0%	2023	\$30.91	\$3.10	\$1.70	\$1.24	\$36.95
CPI up to 2.5%	2024	\$31.68	\$3.10	\$1.70	\$1.27	\$37.75

	Coach	Wage Rate	Pension	Health & Wellness	Vacation Pay (4%)	Gross Rate
1.9%	2021	\$33.58	\$3.40	\$1.70	\$1.34	\$40.02
1.0%	2022	\$33.92	\$3.45	\$1.70	\$1.36	\$40.42
1.0%	2023	\$34.25	\$3.50	\$1.70	\$1.37	\$40.83
CPI up to 2.5%	2024	\$35.11	\$3.50	\$1.70	\$1.40	\$41.72

- New Employee Rate (first 120 days – flat for the duration of the agreement)

**Collective Agreement**July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

Coach- New Employee	Wage Rate	Pension	Health & Wellness	Vacation Pay (4%)	Gross Rate
2021	\$31.68	\$2.56	\$1.59	\$1.27	\$37.10
2022	\$31.68	\$2.56	\$1.59	\$1.27	\$37.10
2023	\$31.68	\$2.56	\$1.59	\$1.27	\$37.10
2024	\$31.68	\$2.56	\$1.59	\$1.27	\$37.10
Shuttle – New Employee	Wage Rate	Pension	Health & Wellness	Vacation Pay (4%)	Gross Rate
2021	\$27.60	\$2.56	\$1.59	\$1.10	\$32.85
2022	\$27.60	\$2.56	\$1.59	\$1.10	\$32.85
2023	\$27.60	\$2.56	\$1.59	\$1.10	\$32.85
2024	\$27.60	\$2.56	\$1.59	\$1.10	\$32.85

The described rates shall take effect on the first Friday of July for each associated year. On the first Friday of July 2024 a wage increases of Alberta “All Items” Consumer Price Index (CPI) calculated over the period from January 1 to December 31 of the prior calendar year (2023) to a maximum of two-and one-half percent (2.5%). A percent (%) change that is equal to zero (0) or less will result in no change to the base rates for the current year. The CPI shall be that published at: <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/econ09j-eng.html>.

New Employees shall be paid the new employee rate for the first one hundred and twenty (120) day period of their employment. Upon completion of the one hundred and twenty (120) day period, new employees will then be paid the appropriate applicable rate for their classification.

- 11:02** a) Operators will be paid overtime for hours worked over fifty (50) in a week, or ten (10) hours in a day, averaged over a three (3) week cycle. All overtime worked in the cycle, will be paid at time and one-half (1.5x) the regular hourly rate of pay on the subsequent pay period.
- b) All hours worked in excess of ten (10) hours per day will be paid at time and one-half (1.5x) the regular hourly rate of pay and will be paid on the subsequent pay period.
- c) Seniority lists shall be posted on the bulletin board (if no bulletin board is available it shall be provided to the Job Steward for verification).
- d) Night-shift premium. Employees shall receive a premium of one dollar twenty-five cents (\$1.25) per hour for any work performed between the hours of nine-fifty pm (9:50pm) and four-fifty am (4:50am). This premium does not attract overtime.

**11:03** a)

- All operators will be guaranteed a minimum of eight (8) hours for regularly scheduled days excluding travel days.

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

- All operators will be guaranteed a minimum of three (3) hours if called in on their scheduled days off. Meaning a day where said operator did not previously work or is not scheduled to work.
- Travel days:
  - If an operator works on a travel day it is considered a regularly scheduled day and have a three (3) hours, four (4) hours or five (5) hour guarantee.
- If an operator is already providing service within the hour guarantees outlined above and performs additional duties he or she shall be paid within said guarantee or in addition to the guarantee if the total hours performed for the day exceed the hour guarantee that is in place. These hours will not be considered or paid as a separate call out.

If new sites and/or new runs become available that require modification, The Employer and the Union will meet to discuss and negotiate new or additional terms.

- b) Any splits between assigned duties, meetings or assigned runs of sixty (60) minutes or less, shall be paid as straight through time.

**11:04** Operators, will be paid as per the hourly rates outlined in the Article 11:00, Clause 11:01. Operators performing work of less than eight (8) hours per day may be assigned other driving or non-driving duties.

**11:05** A Lead Hand premium will be applied as follows:

- a) A premium shall be paid to all employees, designated as a lead hand, in writing by the Company with a copy of the written designation supplied to the employee and the Union.
- b) Cancellation of the designation will be in writing and a copy of the cancellation will be supplied to the employee and the Union.
- c) The Company maintains exclusive authority to designate Lead Hands with the acceptance of the employee at its sole discretion.
- d) The premium shall be three dollars (\$3.00) per hour, for all hours worked while so designated.
- e) In no case shall there be any pyramiding of premiums throughout this Collective Agreement.

**11:06** Rates of pay for classifications not listed shall be set by negotiations provided for as follows: The Company 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. The wage rate established shall become effective on the date upon which notice was given to commence negotiations.

**11:07** *Paydays and Paystubs*

- a) Paydays are biweekly with employees receiving their pay on every second

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

Friday. The Company shall pay by direct deposit to the employee's account in a financial institution of the employee's choice. The financial institution shall be a recognized institution insured under the Canada Deposit Insurance Corporation.

- b) The employee shall be provided with a detailed pay stub in a sealed envelope showing the hours worked, rate of pay, Nightshift Premium, Statutory deductions, etc. as well as the account number and the code of the institution to which the direct deposit has been made. The Company may implement an electronic pay stub system. The employee's detailed pay stub will be available electronically to the employee using a secure access system. Upon the employee's request, a hard copy pay stub shall be provided by the site administration.

### **11:08 Company Contributions**

#### **Pension**

Effective on July 1<sup>st</sup>, 2021, for all Regular employees covered under this Collective Agreement, the Company will contribute for each employee working as a;

- **Coach Operator**: three dollars forty cents (\$3.40), for each hour worked to the Operating Engineers' Pension Plan. Pension contributions will be increased on July 1<sup>st</sup>, 2022 and July 1<sup>st</sup>, 2023 as per the contribution amounts listed in the wages and contributions table found in Article 11:01 of this Collective Agreement and for each employee working as a;
- **Shuttle Operator**: three dollars (\$3.00), for each hour worked to the Operating Engineers' Pension Plan. Pension contributions will be increased on July 1<sup>st</sup>, 2022 and July 1<sup>st</sup>, 2023 as per the contribution amounts listed in the wages and contributions table found in Article 11:01 of this Collective Agreement
- **New employee Coach Operator and New employee Shuttle Operator**: two dollars fifty-six cents (\$2.56), for each hour worked to the Operating Engineers' Pension Plan.

**11:09** The Company will remit pension contributions to the Union, in the above amount, on the first pay period following thirty (30) working days from the first day of employment.

- The Operating Engineers Pension Trust is controlled by the Board of Trustees comprised of four (4) Union and four (4) Management trustees.
- The Company agrees to be bound by the terms of the Trust Agreement.
- The Company is required to report on the forms provided by the Trust Office.
- Contributions must be forwarded by the Company to the Trust Fund Office by the fifteenth (15th) day of the month following that which contributions were accrued.
- In the event the Company fails to remit contributions to this Plan, in conformity with this section of the Collective Agreement, the Union is free to take any action it deems necessary against such Company, and such action shall not be considered violation of this Collective Agreement.

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

- The Business Representative of the Union may inspect, during business hours the Company's record of time worked by employees and contributions made to the Trust Fund.
- The Operating Engineers Local 955 Trust Funds Auditor shall be permitted to inspect and audit the Company's record of time worked by employees and contributions made to the Trust Funds and shall be allowed the time necessary to complete the audit. The Auditor shall notify the Company of his/her intentions to audit and make the necessary arrangements for the time and place.
- Payments to Operating Engineers Local 955 Trust Funds shall be payable by cheque; delivered or mailed to their office at, 17603 – 114 Avenue, Edmonton, AB, T5S 2R9

### **Health & Wellness**

**11:10** *Effective on July 1<sup>st</sup>, 2021, for all Regular employees covered under this Collective Agreement, the Company will contribute for each employee working as a;*

- **Coach Operator**: *one dollar seventy cents (\$1.70), for each hour worked to the Operating Engineers' Health and Wellness Trust Fund and for each employee working as a;*
- **Shuttle Operator**: *one dollar seventy cents (\$1.70), for each hour worked to the Operating Engineers' Health and Wellness Trust Fund.*
- **New employee Coach Operator and New employee Shuttle Operator**: *one dollar fifty-nine cents (\$1.59), for each hour worked to the Operating Engineers' Health and Wellness Trust Fund.*

**11:11** The Company will remit benefit contributions to the Union, in the above amount, on the first pay period following thirty (30) working days from the first day of employment.

**11:12** The Operating Engineers Health & Wellness and Pension Trust Funds are controlled by a Board of Trustees comprised of four (4) Union and four (4) management trustees.

- The Company agrees to be bound by the terms of the Trust Agreement presently in effect or as it may be amended.
- The Company is required to report on the forms provided by the Trust Fund Office.
- Contributions must be forwarded by the Company to the Trust Fund Office by the fifteenth (15th) day of the month following that which contributions cover.
- In the event the Company fails to remit contributions to this Plan. In conformity with this section of the Collective Agreement, the Union is free to take any economic action it deems necessary against such Company, and such action shall not be considered a violation of this Collective Agreement.

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

- The Business Representative of the Union may inspect during business hours the Company's record of time worked by employees and contributions made to the Trust Funds.
- The Operating Engineers Local 955 Trust Funds Auditor shall be permitted to inspect and audit the Company's record of time worked by employees and contributions made to the Trust Funds and shall be allowed the time necessary to complete the audit.
- The Auditor shall notify the Company of his intentions to audit and make the necessary arrangements for the time and place.
- Payments to Operating Engineers Local 955 Trust Funds shall be payable by cheque; delivered or mailed to their office at 17603 – 114 Avenue, Edmonton, AB, T5S 2R9

### **ARTICLE 12:00 – SAFETY CONDITIONS**

- 12:01** It is to the mutual advantage of both the Company and the employee, that employees shall not operate vehicles which are not in roadworthy condition. It shall not be cause for discipline if an operator refuses to operate any vehicle that is not roadworthy. It shall be the duty of the employee to report promptly, in writing, to the Company, on all defects, in equipment.
- 12:02** The Company shall develop a safety/performance incentive program to acknowledge employees without safety infractions.
- 12:03** Communication – all communication between bus operators and dispatch/supervisors shall be in the form of Company provided two-way radios, during working hours.

### **ARTICLE 13:00 – SPECIAL PROVISIONS**

- 13:01** Any Company request for medical examination by a Company selected physician, shall be promptly complied with by all employees, providing however the Company shall pay for such physical or medical examinations, lawfully ordered Drug and Alcohol tests, eye examinations, or mental capability tests for work related issues, and for all time lost as a result thereof, during his/her regular working hours.
- 13:02** Professional Behavior – It is agreed that in both personal behavior and equipment operation, operators must act in a professional manner and exercise their best efforts in the promotion of the Company's interests. It is the responsibility of all operators to be aware of and abide by policies and procedures documented in the Operator's Manual, which shall be supplied to the operator by the Company at point of hire. In addition, each new employee will receive a copy of the Collective Agreement.
- 13:03** As a requirement of continued employment, all employees must acquire and maintain certification in an accepted P.D.I. (Professional Driver's Improvement) course, or a recognized equivalent. Because this is a condition of employment, the Company agrees

## **Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

to provide the applicable training or pay the fees required on behalf of all employees.

**13:04** The Company agrees to pay for post-hire compulsory courses required by the Company, at the regular hourly rates. These are currently P.D.I. (Professional Driver's Improvement) courses annually, Plant Site Indoctrination and any other training that is a requirement by the Company or Client/Owner as a condition of employment.

**13:05** Employees having to attend mandatory Company meetings will be paid at the applicable hourly rate for all time spent at such meetings.

**13:06** *Company Uniforms* – Should the Company provide operators with a Company uniform; it will be maintained by the operator in a respectable condition, while representing the Company in a professional capacity. Company uniforms include on an annual basis; three (3) shirts, two (2) ties and two (2) pants, name tag, and every two (2) years a standard Company jacket or boots of equivalent value and will be worn and maintained as in accordance with Company policies.

**13:07** -Local Living Allowance (LOA) of one thousand dollars (\$1000.00) per month will be guaranteed to existing drivers meeting the defined parameters of the living allowance as follows:

- Employees must work a minimum of fourteen (14) days per month.
- Employees must hold one of the approved Town positions.
- Employees off on approved vacation will qualify for full LOA.

Layoff/Recalled employees will retain their original date of hire for the purposes of LOA qualification, and will receive the full one thousand dollars (\$1000.00) per month LOA. Any employees currently residing in camp, and are asked to move to town by the Company will be considered to hold an approved Town position, and will qualify for the one thousand dollars (\$1000.00) per month LOA rate.

All New Employees who are entitled to LOA will receive six hundred dollars (\$600.00) per month for the duration of this collective agreement. New Employees are defined as those hired after the date of ratification.

**13:08** Daily Transportation will be provided for those drivers residing in Fort McMurray, and will be of a safe and suitable nature. Employees will have the ability to verify their Bus location and expected pick-up time via the Golden Arrow website in the employee tab/section. If the affected drivers are picked up later than their scheduled pick up time but still report to site for work and complete the rest of their daily duties, no time will be added to their regularly scheduled hours. NOTE: this system will take effect October 31<sup>st</sup>, 2021.

**13:09** The Parties will bear jointly the cost of providing a copy of this Collective Agreement to all employees. A copy of this Collective Agreement will be provided to each employee at the time of hire.

## **ARTICLE 14:00 – STATUTORY HOLIDAYS**

**14:01** The Company recognizes the following ten (10) statutory holidays:

New Year's Day	Labour Day
Family Day	Remembrance Day
Good Friday	Thanksgiving Day
Victoria Day	Canada Day
Heritage Day	Christmas Day

**14:02** a) When an employee **does not** work on a statutory holiday:

The Company pays the employee for all ten (10) statutory holidays listed in Clause 14:01 whether they fall on a regularly scheduled day of work or not, at eight (8) hours per holiday.

b) When an employee **does** work on a statutory holiday:

If an employee is required to work on the holiday, then, in addition to the eight (8) hours per holiday pay, the employee must be paid time-and-a-half (1.5x) for all the hours worked on the holiday. As per Clause 14:02 a).

**14:03** The Company shall pay a premium of four (4) hours regular pay for work performed on Christmas Day.

**14:04** In the event that the Provincial government declares or rescinds any day as a statutory holiday, then such named day will be added to or deleted from the above list.

## **ARTICLE 15:00 – VACATIONS**

**15:01** All employees covered under this Collective Agreement will qualify for at least two (2) consecutive weeks' vacation after each year of continuous service subject to conditions set out below.

**15:02** Upon completion of one (1) and up to and including four (4) years of consecutive service, all employees shall receive two (2) weeks' vacation at the end of each year of continuous service with the Company.

Payment for such vacation will be an amount equal to four percent (4%) of gross wages earned and shall be paid out on every regular pay cheque.

**15:03** Upon completion of five (5) years of continuous service and each year thereafter, all employees shall receive three (3) weeks' vacation at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages earned and shall be paid out on every regular pay cheque.



## **ARTICLE 16:00 – GRIEVANCE PROCEDURE**

**16:01** All differences between the Company and the Union concerning the interpretation, application, operation, and/or an alleged violation of this Collective Agreement shall be settled without stoppage of work or lockout and the dispute shall be submitted in writing within ten (10) days and then referred to paragraph d) below.

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

- a) An aggrieved party shall within ten (10) days of the alleged violation submit their complaint in writing to the Job Steward who shall endeavour to settle the complaint between the employee and the employee's immediate supervisor.
- b) If the complaint is not settled within ten (10) days (excluding Saturdays, Sundays and Holidays) it may be referred to the Area Manager and an official representative of the Union.
- c) If the complaint is not then settled within ten (10) days (excluding Saturdays, Sundays and Holidays) it shall be referred to the Owner/Manager involved and the Business Agent of the Union.
- d) If the complaint is not settled within ten (10) days (excluding Saturdays, Sundays and Holidays) it shall be referred to an Arbitration Board. By mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) appointee appointed by the Company, one (1) appointee by the Union and a neutral Chairperson appointed by the parties. Each party shall bear the expense of their appointee and the expense of the Chairperson shall be shared equally by the parties.
- e) If a grievance is not submitted or advanced from one step to another within the time limits the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end, except that the Union and the Company may mutually agree to extend the time limits.
- f) If either party fails to appoint, or disagree on the appointment of a neutral Chairperson, such appointments shall be made in accordance with the Alberta Labour Relations Code.
- g) The Arbitration Board, or a single Arbitrator, 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 Chairperson. By mutual consent of the parties the time limits may be extended.

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 upon both parties but if there is no majority award, the decision of the Chairperson shall be the award.

**16:02** The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process as outlined in the agreed Procedures for Schedule 1 and Schedule 2 Hearings that form a part of this Collective Agreement. The

Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule 2 Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

## **ARTICLE 17:00 – NO STRIKES OR LOCKOUTS**

**17:01** The Company agrees that there shall be no lockout during the term of this Collective Agreement.

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

## **ARTICLE 18:00 – SAVING CLAUSE**

**18:01** Both parties assume that any or all provisions of this Collective Agreement conform with all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws, then the parties hereto agree to renegotiate such provision or provisions, for the purpose of having them conform to the law, with all other provisions of this Collective Agreement not being affected thereby.

**18:02** The Company and the Union shall meet on a quarterly basis for joint Labour Management meetings to discuss any ongoing labour issues or concerns, and any other relevant matters as may arise. This guideline suggests a minimum recommendation, and Labour Management meetings can be arranged in mutual agreement of the Employer and the Union to deal with any emergency situation as may arise.

## **ARTICLE 19:00 – TERMINATIONS AND AMENDMENTS**

**19:01** This Collective Agreement shall be in full force and effect as of July 1st, 2021, and shall continue in full force and effect until June 30<sup>th</sup>, 2025 and from year to year thereafter, except as hereinafter provided.

**19:02** Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiration date of this Collective Agreement.

**19:03** Changes in this Collective Agreement, agreed upon by the parties hereto, may be made at any time provided that such changes are properly reduced in writing and executed by authorized representatives of the parties to this Collective Agreement.

**Collective Agreement**

July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

IN WITNESS WHEREOF the Company and the Union have executed this Collective Agreement this \_\_15th\_\_ day of October, 2021.

**ON BEHALF OF THE COMPANY**

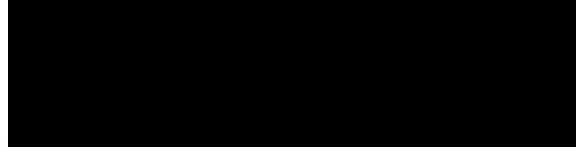
*Golden Arrow Industrial Ltd.  
Regional Municipality of Wood Buffalo*

**ON BEHALF OF THE UNION**

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



*Glen Bartel  
President*



*Chris Flett  
Business Manager*



*Tom McGratton  
Vice-President*



*Declan Regan  
President*

**Letter of Intent #1**

Between

**Golden Arrow Industrial Ltd.**  
(hereinafter referred to as the “Company”)  
**Regional Municipality of Wood Buffalo**

AND

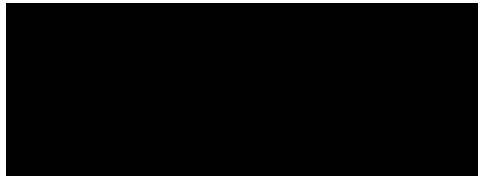
**International Union of Operating Engineers, Local Union No. 955**  
(hereinafter referred to as the “Union”)

**RE: Disciplinary Policy: specifically changing from a Demerit Disciplinary system to a Progressive Disciplinary system**

It is the intent and commitment of the Company and the Union to meet and complete within ninety (90) days of ratification, the conversion from Demerits to an equal level of Progressive discipline for each file. The parties may extend the timeline upon mutual agreement.

**ON BEHALF OF THE COMPANY**

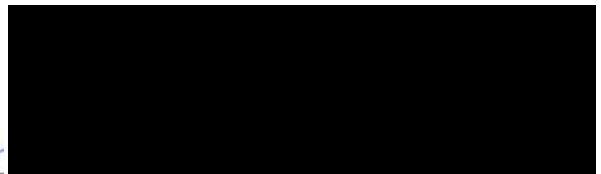
*Golden Arrow Industrial Ltd.*  
*Regional Municipality of Wood Buffalo*



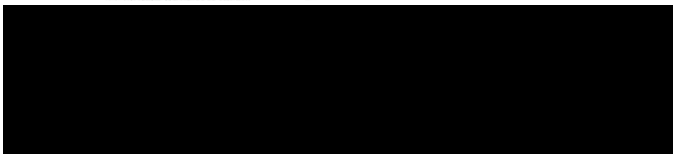
*Glen Bärstel*  
*President*

**ON BEHALF OF THE UNION**

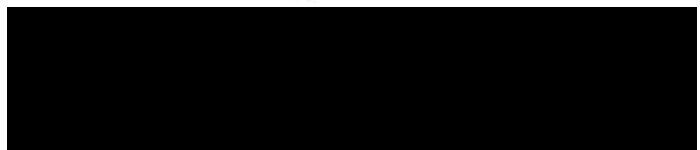
*International Union of Operating Engineers, Local Union No. 955*



*Chris Flett*  
*Business Manager*



*Tom McGratton*  
*Vice-President*



*Declan Regan*  
*President*

**Letter of Intent #2**  
Between

**Golden Arrow Industrial Ltd.**  
(Hereinafter referred to as the "Company")  
**Regional Municipality of Wood Buffalo**

AND

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

**RE: Onsite Cenovus Foster Creek Project**

It is the intent of this letter that the above project (Onsite Cenovus Foster Creek Project) will form a part of the existing Golden Arrow Industrial Ltd. Regional Municipality of Wood Buffalo Collective Agreement.

Both the Union and the Company agree to the following terms and conditions herein:

This Letter of Intent (LOI) applies to the present Golden Arrow Industrial Collective Bargaining Agreement (July 1, 2018 - June 30, 2021) and will be further negotiated, included and extended in the new Collective Agreement that will take effect sometime after June 30, 2021.

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from July 1, 2018 through to June 30, 2021 as set out in the said Collective Agreement. The Company further agrees that this Letter of Intent (LOI) will further extend into the new negotiated Collective Agreement to commence after June 30, 2021.

It is hereby further agreed by the Company and the Union that the Cenovus Foster Creek project transportation scope of work will be added to the scope referred to in *Article 2:01* of the Golden Arrow Industrial Ltd. Regional Municipality of Wood Buffalo Collective Agreement.

All operators performing that work will be members of the Union in good standing and will be entitled to all benefits and wages described in said Collective Agreement between the Union and the Company.

It is further agreed by both the Company and the Union that eight (8) (pre-existing) operators requested by Cenovus (the site owner) will remain employed on this project by the Company until they are either terminated, transferred, or decide to vacate the position, at which point the vacancy will be as per *Article 5:01 (b)* of the Golden Arrow Industrial Collective Agreement (as referred to below):

5:01 a) Once an employee has completed his or her probationary period, they

**Collective Agreement**  
July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2025

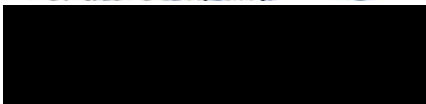
become eligible to accrue seniority based on their length of continuous service in positions coming within the scope of this Collective Agreement from their date of hire.

Employees who request a site transfer shall be transferred based on their seniority and approval by the Regional Manager. The Company will post vacant positions, of thirty (30) days or greater, at other site/project locations on the bulletin board, and interested employees may apply for transfer. The applicant with the most seniority shall be awarded the position, provided he or she is qualified to perform the work.

In the event of a lay-off by the Company, employees shall be laid off in the reverse order of their seniority, provided that those remaining will have demonstrated the required job performance, knowledge, qualifications, abilities, and skills to fill the positions available.

Signed on this date *June 25, 2021*.

For the Company:



Olivier Baril, General Manager

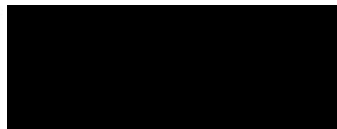
For the Union:



Patrick Dunphy, Business Representative



Tom McGratton, Vice-President



Marshall Payne, Business Agent

**Letter of Intent #3**

Between

**Golden Arrow Industrial Ltd.**  
(Hereinafter referred to as the "Company")  
**Regional Municipality of Wood Buffalo**

AND

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

**RE: Bidding Committee & Bidding Process**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from July 1<sup>st</sup>, 2021, through June 30, 2024 as set out in the said Collective Agreement.

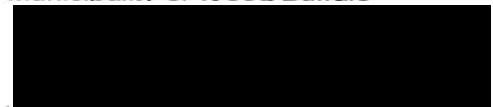
It is hereby agreed by the Company and the Union that a bidding process will be utilized going forward to determine the allocation of each industrial duties associated to this Collective Agreement. The process, rules and implementation of this bidding process shall be included in a "dispatch rules" document that will be discussed by a committee with members from the union and the company.

The dispatch rule committee will be selected by November 1, 2021, furthermore it is agreed that the "dispatch rules" document will be completed by said committee no later than January 31, 2022.

The Parties have approved a bidding format that will at a minimum baseline include a semi-annual General Bid and a quarterly Mini-Bid. The first General Bid shall take place no later than March 1, 2022.

**ON BEHALF OF THE COMPANY**

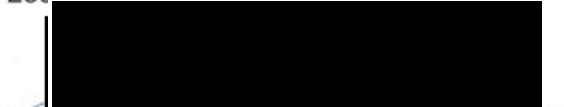
*Golden Arrow Industrial Ltd. Regional  
Municipality of Wood Buffalo*



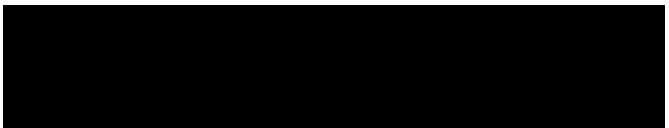
*Glen Bartel  
President*

**ON BEHALF OF THE UNION**

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



*Chris Flett  
Business Manager*



*Tom McGratton  
Vice-President*



*Declan Regan  
President*

**Letter of Intent #4**

Between

**Golden Arrow Industrial Ltd.**  
(Hereinafter referred to as the "Company")  
**Regional Municipality of Wood Buffalo**

AND

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

**RE: Retroactivity**

During negotiations, the parties agreed that this agreement will come into full force retroactively to July 1<sup>st</sup>, 2021.

**All compensation resulting from this Collective Agreement from the previous Collective Agreement will be paid in full not later than the second pay period after ratification.**

**ON BEHALF OF THE COMPANY**

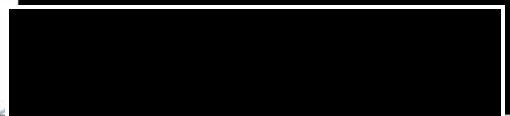
*Golden Arrow Industrial Ltd. Regional  
Municipality of Wood Buffalo*



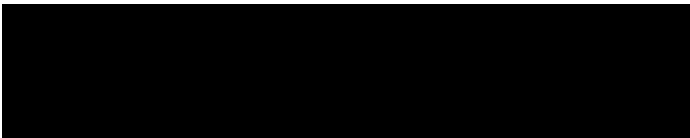
*Glen Bartel  
President*

**ON BEHALF OF THE UNION**

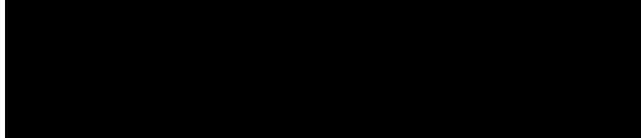
*International Union of Operating Engineers,  
Local Union No. 955*



*Chris Flett  
Business Manager*



*Tom McGratton  
Vice-President*



*Declan Regan  
President*



## LETTER OF UNDERSTANDING #1

Between

**Golden Arrow Industrial Ltd.**  
(Hereinafter referred to as the "Company")  
**Regional Municipality of Wood Buffalo**

AND

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

### **RE: HOURS OF WORK AVERAGING ARRANGEMENT**

WHEREAS the Employer and the Union wish to formalize an hour of work averaging arrangement pursuant to Article 11:02 of the Collective Agreement and in accordance with the requirements of the *Employment Standards Code*.

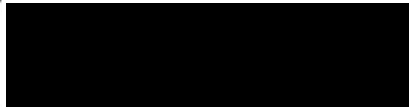
NOW THEREFORE the parties agree as follows:

1. The within averaging provisions apply to Golden Arrow Industrial Ltd. and all employees engaged as Coach Operators and Shuttle Operators (the "Employees").
2. The Employer and the Employees desire to continue the past practice of operating on a standard 14 days on - 7 days off schedule. The Employer will provide the Employees with a schedule detailing each shift rotation and schedule for the entire averaging period.
3. This averaging arrangement shall be effective July 1, 2021 and will last for the duration of the Collective Agreement.
4. In accordance with Article 11:02(a), the Employer shall average the Employee's hours of work over averaging periods of 3 weeks in length each for the purpose of determining the Employee's entitlement to overtime pay or, in lieu of overtime pay, time off with pay.
5. The Employees shall work the scheduled hours for each of the 3-week averaging periods.
6. Each of the averaging periods average less than 50 hours a week in accordance with Part 2.1, Division 1 and Part 3, Division 8 of the *Employment Standards Regulation*, Alta Reg 14/1997, and Employment Standards Policy. Overtime at time and one-half (1.5x) the regular hourly rate of pay will be paid for all hours worked in excess of 10 hours per day or in excess of an average of 50 hours per week.

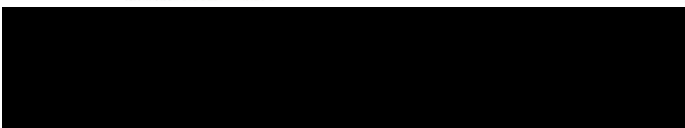
7. Any Employee's schedule may be changed temporarily by the Employer:
  - by providing the Employee with no less than 2 weeks' advance notice of the temporary change; or
  - Due to an accident, where urgent work is necessary, or some other unforeseen or unpreventable circumstance.
8. If any employee is required to be absent on a scheduled work day and the employee makes up the time off on an unscheduled work day *during the same averaging (i.e. 3 week) period*, the Employee's entitlement to overtime shall be determined as if the Employee had worked the originally scheduled day.
9. If the Employee does accumulate overtime, the Employee shall receive overtime pay (calculated at the end of the applicable 3-week averaging period) on his or her next pay period.
10. All other terms and conditions in respect of averaging agreements as stated in the *Employment Standards Code* of Alberta and any regulations enacted thereunder are incorporated into this Agreement. If there is any conflict between the *Employment Standards Code* of Alberta and any regulations enacted thereunder and this Agreement, the terms of the *Employment Standards Code* of Alberta and any regulations enacted thereunder shall prevail.
11. Either party to this Letter of Understanding may request to re-negotiate the provisions by providing the other party with thirty (30) days' written notice. If the parties agree to amend the provisions of this Letter of Understanding, those amended provisions shall apply effective the date of that agreement. If the parties cannot agree to amend the provisions of this Letter of Understanding, the existing provisions shall remain in effect.

**ON BEHALF OF THE COMPANY**

*Golden Arrow Industrial Ltd. Regional  
Municipality of Wood Buffalo*



**Glen Bartel**  
**President**



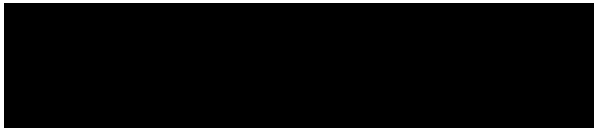
**Tom McGratton**  
**Vice-President**

**ON BEHALF OF THE UNION**

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



**Chris Flett**  
**Business Manager**



**Declan Regan**  
**President**