

# COLLECTIVE AGREEMENT

Between

CIVEO PREMIUM SERVICES EMPLOYEES LP  
ENCANA KAYBOB LODGE

And

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA UNION, LOCAL No. 401

Renewal: February 28<sup>th</sup>, **2021**

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THIS COLLECTIVE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, **2019**.

BY AND BETWEEN:

CIVEO PREMIUM SERVICES EMPLOYEES LP  
ENCANA KAYBOB LODGE,  
hereinafter referred to as the “COMPANY”,

-and-

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA UNION, LOCAL NO. 401, hereinafter  
referred to as the “UNION”.

### Preamble

The purpose of this Agreement shall be to record the agreement of the parties arrived at through negotiation as to terms and conditions of employment relating to rates of pay, hours of work, and other working conditions of employees; to provide a method of negotiating settlements of disputes and grievances; and to establish a harmonious relationship between the Company and employees.

### Article 1 – Recognition

- 1.1 The Company recognizes the Union at the Encana Kaybob Lodge as the sole and exclusive collective bargaining agent for employees of the Company, namely, “All employees except those designated as Managers, Chef, Safety Advisor, Executive Housekeeper, Office Staff, and Clerical Staff”.

## Article 2 – Management Rights

2.1 The Company will be the sole judge of the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations. Except where otherwise expressly limited by a specific provision of this Agreement, the Company shall have the sole and exclusive right to determine all matters pertaining to the management of the Company and its affairs. Without limiting the generality of the foregoing, such Company rights shall include the right to:

- (a) Maintain order, discipline, and efficiency;
- (b) Select or alter its products and services, determine operating schedules of production, the locations of operations, and methods and sequences of operations;
- (c) Determine the qualifications of any employee to perform any work, taking into full consideration such factors as ability and performance;
- (d) Designate the work to be performed by the employee;
- (e) Designate the time, or times an employee is to work;
- (f) Hire, reassign, promote, and require employees to observe fair and reasonable Company rules and regulations not inconsistent with the terms of this agreement; and
- (g) Demote, discipline, or discharge for only just cause.

2.2 Matters not specifically covered by the express provisions of this Agreement will be dealt with at the sole discretion of the Company.

**2.3     *The Company agrees to be reasonable in the application and operation of this Collective Agreement.***

Article 3 – Union Security

- 3.1     Every employee shall at the commencement of their employment apply for and maintain membership in the Union as a condition of their employment.
- 3.2     A duly accredited Officer of the Union or Union Representative shall be admitted to the Company’s premises to attend meetings related to employees and to observe working conditions. The Union Representative agrees to comply with the client’s access rules, and the Company agrees to make every effort to facilitate Union access to its members.
- 3.3     Shop Stewards shall be recognized by the Company and shall be treated fairly and impartially. With permission of the Company, which shall not be unreasonably withheld, Shop Stewards shall be allowed time during working hours to perform the work of the Union without loss of pay or benefits. The Union may appoint members, as Shop Stewards, such that there will be proper representation for workers on each shift and at each location (e.g. Housekeeping and Kitchen). Issues requiring the attention of Senior Management shall be addressed by the Union Representative or his/her designate. The Union will notify the Company in writing of the names of the Shop Stewards appointed by the Union.
- 3.4     Employees shall have the right of Union representation by a Shop Steward or Union Representative in any dispute with the Company, or discussion that may lead to discipline. A Shop Steward shall be present during investigation meetings and at the time an employee is presented with written notice of discipline,

suspension, or discharge (a copy of the written notice will be provided to the Union Member and the Union Representative attending the discipline, suspension, or discharge meeting). A copy shall be sent to the Union office via email within forty-eight (48) hours.

In case of discharge, the Company will notify the Local Union prior to dismissal, where possible; but no later than the following day shift.

- 3.5** Leave of absence without pay shall be granted to up to three (3) employees appointed by the Union to sit on the Union bargaining committee for the purpose of collective bargaining. The Company agrees to remunerate and treat employees who are on collective bargaining leave as though they were working without loss of seniority and benefits. The Union agrees to reimburse the Company for such remuneration.
- 3.6** The Union shall have the right to post notices and informational material on bulletin boards in the workplace supplied by the Company. All such notices must be signed and authorized by the Union Representative.
- 3.7** The Company will provide one half (1/2) hour during the normal Company orientation for the Union to provide a Union orientation.
- 3.8** The Company agrees to provide the following information via File Transfer Protocol by the middle of each month for the previous month sorted by lodge and department:
- (a) Name, home address, telephone numbers, cell phone, Social Insurance Number, postal code, and email address;
  - (b) Seniority lists – employee name, number, department, classification, rate of pay, and seniority.

## Article 4 – Check Off

- 4.1 The Company agrees that upon written request by the Union, accompanied by signed authorization cards, all Initiation Fees shall be deducted for and on behalf of all employees who are applying to be members of the Union, and such monies shall be made payable, for deposit only, to the Union's Bank Account and forwarded to the Union not later than the fifteenth (15th) day of the following month accompanied with a list of names of all employees for and on behalf of whom such deductions have been made in the format required by the Union. Monthly statements showing the names of all additions and deletions of members together with reasons for the same shall also be forwarded to the Union.
- 4.2 All employees shall, as a condition of employment, consent to the deduction of initiation fees, Union dues, fines, assessments, or other levies, and such monies shall be automatically deducted from the earnings of the employee and remitted by the Company as stated in this Article.

## Article 5 – Grievance Procedure

- 5.1 A grievance is a dispute raised by an employee or employees or the Company or the Union as to the meaning or application of a provision of the Agreement. A grievance must specify the issue(s) involved, Articles alleged to be violated and also specify the action requested on behalf of the grievor.
- 5.2 Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Lodge



Manager or designate. At the employee's option, the employee may be accompanied by the Shop Steward at this step.

### 5.3 First Step

A grievance shall be presented to the Company's designate for Labour Relations or Human Resources with the answer to be given in writing within seven (7) days of such presentation. Any grievance, including a grievance lodged by an employee claiming he/she was discharged without just cause, not presented within fourteen (14) calendar days of the occurrence of the act causing the alleged grievance will be barred.

### 5.4 Second Step

If a satisfactory settlement is not reached in the First Step, then it may be referred to the Second Step, provided it is so referred in writing to the Human Resources Director within seven (7) calendar days after receipt of the Company's answer in the First Step. At the Second Step, the grievor may be represented by a Union Representative. The Union and Company Representatives will meet and discuss the grievance and the Company's answer will be given within fourteen (14) calendar days after delivery of the Company's First Step answer.

### 5.5 Arbitration

If no satisfactory settlement has been reached in the first two steps or the expedited grievance procedure, then the grievance may be submitted to arbitration by written notice given within thirty (30) calendar days to the Company.

If within thirty (30) calendar days after such written notice for arbitration, the parties have failed to agree upon an arbitrator,

either party may request the Director of Mediation Services for the Province to appoint an arbitrator.

- 5.6 The decision of the arbitrator shall be binding on both the Company and the Union. The expense of the arbitrator shall be shared equally by the Company and the Union. The arbitrator shall have no authority to add to, modify, or alter any of the terms or provisions of this Agreement; the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of this written contract with respect to the dispute.
- 5.7 In the event that either the Company or the Union wish to process a policy grievance, such grievance shall be submitted by the one party to the other, in writing, and shall be submitted within fourteen (14) calendar days of the act causing grievance. The party in receipt of the grievance must make known its decision regarding the grievance to the other party within fourteen (14) calendar days of receipt. In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration within thirty (30) calendar days of the rendering of the decision.
- 5.8 The Union and the Company agree to have an expedited grievance procedure to deal with grievances resulting from site suspensions required by the client or site suspensions by the Company and termination discipline. The Union and the Company agree to meet or fully discuss the matter within ten (10) calendar days of a grievance being filed in an attempt to resolve the issue. Should the grievance be submitted to arbitration the arbitrator shall be instructed to schedule and treat the matter with urgency, requiring both sides to do the same. An oral decision will be required within fourteen (14) days of the completion of the arbitration hearing. A written decision with reasons shall be provided as soon as possible if either side requests it.

## Article 6 – No Strike or Lockout

- 6.1 The Company agrees that it will not cause or direct any lockouts of its employees during the life of this Agreement. In like manner, the Union agrees that there shall be no strike or work stoppage during the life of this Agreement.

## Article 7 – Job Classifications, Pay, and Premiums

- 7.1 Job classifications and pay shall be according to Schedule “A” attached to and forming part of this Agreement.
- 7.2 In the event that the Company creates a new classification that is not included in this Collective Agreement and falls within the scope of this Agreement, the rate of pay shall be negotiated by the Company with the Union. If a satisfactory conclusion to negotiations has not been concluded within fourteen (14) calendar days or such longer time as may be agreed upon, then the matter may be referred to arbitration. The final settlement of the rate of pay shall be retroactive to the placing of an employee in the new classification.
- 7.3 Payday shall be once every two (2) weeks by direct deposit to the employee’s account. The Company shall be allowed up to one (1) week following the end of the pay period to prepare payrolls.
- 7.4 There shall be no pyramiding of premiums under this Agreement unless otherwise specified elsewhere in the Collective Agreement.
- 7.5 To meet the Company’s requirements, an employee may be temporarily transferred to a lower classification job while work is still available for him/her at his/her regular job, he/she shall

receive the wage rate for his/her regular job. When due to shortage of work, an employee is transferred to a lower class job as an alternative to layoff or discharge, he/she shall receive the wage rate for such lower classification effective the day following such transfer.

7.6 When an employee is temporarily transferred to a higher classification job, he/she shall receive the wage rate for such higher classification for the hours worked as such higher classification. A temporary transfer shall not normally exceed sixty (60) days after which the employee shall either revert to his/her previous classification or transfer permanently to the new classification, subject to the reinstatement of an employee who has greater seniority under Article 25.1.

**7.7 *A 1<sup>st</sup> Cook assigned to relieve the Chef shall receive a premium of two (\$2.00) dollars per hour worked as relief.***

## Article 8 – Hours of Work and Overtime

8.1 This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per week, or days of work per week or as a restriction on the scheduling of a longer or shorter work week whenever this is required for business reasons. However, the parties desire to provide continuous employment to employees and to the extent possible, the Company will make all possible efforts to provide forty (40) hours of employment a week to employees.

8.2 The Union recognizes the Company's need for the flexibility to establish work schedules, to amend work schedules, to assign and re-assign employees to work schedules, to set employees' hours of work, and to change these arrangements to meet operating needs as the sole responsibility of the Company

without limitation except as expressed through the specific written conditions of this Agreement. New shift schedules shall require consultation with the Union prior to implementation.

### 8.3 Regular Work Schedules

For the purpose of writing schedules and determining weekly overtime Sunday will be considered the first day of the work week.

The regular work schedule shall be defined as up to ten (10) hours per day, forty-four (44) hours per week. Overtime shall be paid as per Article 9.1.

8.4 Shift schedules, meal times, starting times, and stopping times shall be established by the Company and posted for a **three (3)** week period in locations accessible by employees. Every employee shall be assigned a shift schedule with regularly scheduled days off.

8.5 Employees shall receive a work break of at least eight (8) hours between shifts including overtime. In the event that an employee does not receive eight (8) hours between shifts they shall be considered to still be working on their previous shift at the applicable rate, including overtime. Employees working overtime will not lose the pay for the time taken from their shift to make up the eight (8) hour break.

8.6 Employees shall receive a fifteen (15) minute paid coffee break in the first half of a shift, and a fifteen (15) minute paid coffee break in the second half of a shift, in addition to an unpaid thirty (30) minute lunch break.

8.7 If changes are required to employee's daily shift schedules, starting times, or stopping times the Company shall provide a

minimum of twenty-four (24) hours' notice. In the event of unforeseeable circumstances the Company will provide as much notice as possible.

8.8 When the Company finds it necessary to change the work schedule rotation or pattern the Company will provide the Union and employees fifteen (15) days' notice of the change.

### Article 9 – Overtime and Callouts

9.1 Time and one-half (1 ½ X) the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours per day and/or forty-four (44) straight time hours per week.

9.2 An employee who reports for work as scheduled without having been notified not to report and for whom no work is available, will be allowed four (4) hours pay at the rate of the job for which he/she was scheduled to report.

9.3 An employee who reports for and commences work, shall be paid at the applicable rate for a minimum of four (4) hours or hours worked whichever is greater.

### Article 10 – General Holidays

10.1 General Holidays shall be as follows:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

- 10.2 The Company may require employees to work on any of the above General Holidays. Such employees working on any of the above General Holidays shall be paid at the rate of time and one-half (1 1/2X) times based on the employee's regular hourly rate for all hours worked on the General Holiday.
- 10.3 To be eligible for General Holiday pay, an employee must have worked for the Company for at least thirty (30) days in the preceding twelve (12) months prior to the General Holiday and the employee must work his/her last scheduled shift preceding and the first scheduled shift following the General Holiday.
- 10.4 Provided the employee is eligible, General Holiday pay shall be paid as eight (8) hours at the employee's regular rate of pay in the pay period immediately following the General Holiday.

#### Article 11 – Vacations and Vacation Pay

- 11.1 Employees with a minimum of six (6) months and less than five (5) years of service shall be entitled to two (2) weeks of vacation time per year.
- 11.2 Employees with more than five (5) years of service shall be entitled to three (3) weeks of vacation time per year.
- 11.3 Vacation pay for employees with less than five (5) years of service shall be four (4%) percent of regular wages and is paid on each pay period.
- 11.4 Vacation pay for employees with more than five (5) years of service shall be six (6%) percent of regular wages and is paid on each pay period.

- 11.5 Since vacation pay is paid on each pay period, vacation time taken is without pay.
- 11.6 Employees shall have preference according to seniority with respect to vacation within their departments and classifications provided they file application by February 15<sup>th</sup> of each year for leaves to be taken during that year. The Company will respond to these applications, in writing, by March 15<sup>th</sup>. Applications filed outside these guidelines must be answered in writing within two (2) weeks from receipt of the application, with vacations being granted on a first come first served basis.

Scheduling of vacation shall involve the balancing of the Company's reasonable operational requirements with the employee's right to the time off. The Company shall not unreasonably deny employees chosen vacation schedules, but has the final reasonable discretion in determining actual vacation scheduling. A year is defined as twelve (12) months from the employees start date and every twelve (12) consecutive months thereafter.

## Article 12 – Company Contributions

- 12.1 Health and Welfare - The Company agrees during the term of this agreement to provide a Health and Welfare plan to eligible employees. Employees become eligible upon completion of three hundred (300) hours of active work after their start date. The Company shall provide benefits as set out in the benefits booklet.

The Health and Welfare plan shall include:

Group Life Insurance, Accidental Death and Dismemberment, Extended Health Care, Prescription Coverage, Dental Care, and



Long Term Disability. The Prescription Coverage will include the Pay Direct Drug Card.

The premium costs of the Health and Welfare benefit coverage will be split between the Company and employee.

- Company - seventy (70%) percent
- Employee - thirty (30%) percent

Effective the first day of the month following ratification (December 1<sup>st</sup>, 2015), the Company will amend the benefit plan to include:

Vision Care Program – Coverage at one hundred (100%) percent to a maximum of three hundred (\$300) dollars in any twelve (12) month period for a person under age nineteen (19) and every twenty-four (24) months for any other person.

Dental Care – Co-insurance of eighty (80%) percent for routine basic services and fifty (50%) percent for major procedures to a combined maximum of two thousand (\$2,000) dollars per person per year. Co-insurance of fifty (50%) percent orthodontics for children under 19 years of age to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. Recall exams will be changed to one (1) every five (5) months to a maximum of two (2) per year.

### Article 13 – Probationary Period

- 13.1 A newly-hired employee shall be on probation for the employee's first sixty (60) days worked. The termination of a probationary employee shall not be subject to arbitration unless the termination involved a breach of human rights principles.

## Article 14 – Promotions and Vacancies

14.1 The Company will post for vacancies, promotions, and new positions in a conspicuous location for a period of ten (10) days at the Lodge. Within the ten (10) day period set out above, employees may apply. Should performance, qualifications, and ability to perform the work be sufficient, senior employees shall receive these positions. However, in the event that there are no qualified employees or that none of the employees have sufficient ability to properly perform the work in question, the Company reserves the right to fill the position from any source.

The Company will provide the successful candidate with the necessary training.

14.2 An employee who fills a position as per Article 14.1 shall be given a trial period of up to forty-five (45) working days. If during this trial period the Company determines the employee is not satisfactory or if the employee does not wish to continue in the position, the employee shall revert to his/her former position. Employees shall have the right to withdraw their application for a position up until the time the position is filled. In the event an employee withdraws their application, the position shall be filled by other employees who applied according to the conditions of this Article.

14.3 Temporary appointments to fill a position during the recruitment process shall only be with the agreement of the appointed employee. The Company will advise the Union of any temporary appointments.

## Article 15 – Safety

- 15.1 The Company and the Union agree that it is in the interests of all concerned to maintain high standards of safety and health in order to prevent industrial injury and illness.
- 15.2 The parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Code, as well as all safety regulations specified by the Company and the Client.
- 15.3 The Company and the Union shall jointly maintain a Health and Safety Committee in accordance with the Occupational Health and Safety Code and Company policy.
- 15.4 No employees will be required to perform work that constitutes imminent danger to themselves or others nor will they be disciplined for such refusal. An employee who is unsure of the safety of any action should, prior to committing such action, discuss their concerns with their Supervisor and, if necessary, their Shop Steward and/or a Safety Committee Representative. Any disagreement thereafter as to the safety of any act should be referred to the Manager.
- 15.5 Minutes of all meetings shall be recorded by the Committee, copies shall be given to all members of the Committee and a copy sent to the Local Union and the Company.
- 15.6 Each shift will hold a safety discussion a minimum of once every week.
- 15.7 The Company agrees to comply with all OH&S legislation and regulations. The Company agrees to follow the OH&S legislation with respect to arranging for transporting ill or injured workers to the nearest health care facility.

## Article 16 – Absence from Work

- 16.1 An employee who may be absent from work due to illness or late, shall notify their immediate Supervisor or Department Head as soon as is reasonably possible. It is understood that in emergency circumstances, employees may be unable to provide the required notification.

The Company will not require a doctor's certificate for absences of less than three (3) days for medical reasons unless the employee has been formally advised that their attendance record is unacceptable and that doctor's certificates will be required for absences in the future.

Employees will be responsible to provide, at their cost, for each occurrence the initial medical certificate to justify their absence. The Company will pay the cost for additional medical documentation or information requested.

- 16.2 If operating conditions permit, leave of absence without pay may be granted by the Company for periods of up to three (3) months. Requests shall not be unreasonably denied. Where an employee faces a circumstance where they want time off and long distance travel or an extended period of time off is required, the Company shall treat the circumstance with special sensitivity.
- 16.3 When a regular employee is called for jury service, or formally subpoenaed as a witness for the Crown they shall be excused from work on the days they are required to appear in court. Employees called for court in this manner, upon proof of such service and of the amount of pay received therefore, will be paid whatever sum, if any, is necessary in addition to the fees received for such service to reimburse them for earnings lost because of such service.

- 16.4 ***Employees shall be granted leave in accordance with the Alberta Employment Standards Code. Leaves shall include, but not be limited to, Maternity Leave, Adoption and Parental Leave, Domestic Violence Leave, and Personal and Family Responsibility Leave.***
- 16.5 Compassionate Leave shall be dealt with on a case by case basis. Reasonable requests shall not be denied.

#### Article 17 – Bereavement Leave

- 17.1 If any employee suffers a death in the immediate family, they shall be granted a leave of absence with eight (8) hours regular pay for up to three (3) days, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death. Immediate family includes: spouse, life-partner, mother, father, brother, sister, children, step-parents, step-child, step-sister, step-brother, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparents, or grandchildren. In the event that the funeral services are conducted in a location other than Alberta and the employee attends the funeral, then the seven (7) consecutive days described above shall be extended to fourteen (14) consecutive days. This article does not apply if an employee is already on different leave of absence or vacation. The Company may grant additional leave without pay to the bereaved employee.

#### Article 18 – Clothing and Tools

- 18.1 The Company agrees to provide, free of charge to employees, safety supplies and articles of clothing and footwear which are deemed by law or Company policy to be necessary for the employee's safety and health. In addition, the Company will

provide winter clothing and winter footwear to employees who are required to work on a continuous basis outside. The Company shall supply suitable seasonal protective clothing for unloading of supplies. The employees will provide all other articles of clothing.

- 18.2 Employees are required to take good care of such safety supplies, any articles of clothing provided to them by the Company and such articles shall be returned to the Company on termination of employment.
- 18.3 The Company shall supply free of charge any uniforms, laundry, and tools of same, that the employees may be required to wear and/or use. Such articles shall be returned to the Company on termination of employment.

#### Article 19 – Union Management Committee

- 19.1 The Union and the Company shall establish a Union Management Committee structure to allow for discussion of issues of interest or concern to the parties.
- (a) Meetings are to be scheduled once a month at the lodge.
  - (b) As a guideline meetings should not take longer than one (1) hour.
  - (c) Agenda items will be communicated to each party prior to the meeting.
  - (d) Minutes will be recorded for each meeting and reviewed by both parties before distribution.
  - (e) There will be a minimum of two (2) to a maximum of four (4) participants from each party to attend the meeting.

## Article 20 – Discipline and Employee Records

- 20.1 Any discipline resulting from an incident will be implemented within seven (7) days of the incident becoming known to the Company (extensive investigations excepted). In the event an employee is on turnaround, leave of absence or vacation the discipline will be implemented no later than three (3) days after their return from absence.
- 20.2 Discipline must be based on just cause and in accordance with the principles of progressive discipline.
- 20.3 Employees shall be allowed to review and make a copy of their personnel files in the presence of a Company representative.
- 20.4 Records of disciplinary action shall be removed from the employee's file and not referred to in the future after the earlier of:
- (a) A period of one (1) year has elapsed from the incident giving rise to the discipline provided there are no further incidents of discipline during this one (1) year period; or
  - (b) Such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 20.5 A United Food and Commercial Workers Canada Union, Local No. 401 Union Representative will be required to participate when a Shop Steward is disciplined. The Union Representative shall be available within seventy-two (72) hours of being notified of the discipline meeting.

## Article 21 – No Discrimination

21.1 Neither party shall discriminate against any employee on the basis of Union activity, gender, sexual orientation, religious beliefs, race, ancestry, place of origin, age, marital status, family status, political affiliation, physical disability, mental disability, source of income, or place of residence. The parties agree to act in accordance with the Alberta Human Rights Act and that the foregoing grounds are subject to the bona fide occupation requirements permitted in law.

## Article 22 – General

### 22.1 Interpretations

In this Agreement (unless otherwise indicated by the context) all words of masculine gender shall include the feminine and vice versa.

22.2 Company personnel not within the bargaining unit may perform the work normally done by bargaining unit employees when required due to a shortage of staff, minor assistance to employees, emergencies, or training.

22.3 The Company and the Union shall cooperate in the implementation of Aboriginal employment and training programs that are consistent with the provisions of this agreement.

## Article 23 – Medical Examinations

23.1 Employees who are returning to work after an illness or disability are required to provide the Company with satisfactory information



from their doctor regarding their fitness to return to work and perform their duties.

- 23.2 Should the Company deem the information provided by the employee to be insufficient, the employee will be required to provide to their doctor a letter from the Company with specific questions and points of clarification. The employee will cooperate in having this information obtained and returned in a timely fashion. Should the employee not provide sufficient information, the provisions of Article 23.3 or 23.4 may be implemented.
- 23.3 Upon reasonable cause, for the purpose of determining an employee's ability to perform his/her duties, when the employee has not provided the Company with satisfactory medical information when requested by the Company to do so, the Company may, at its cost, send the employees for a medical examination with a physician chosen by the Company. The employee will cooperate in having the medical examination done. The Company shall pay the employee's regular wages for the time taken for the medical examination and for reasonable transportation as pre-approved by the Company. A copy of the medical report shall be provided to the employee and shall be kept confidential.
- 23.4 Upon reasonable cause, when a duty to accommodate arises related to an employee and the employee does not provide the Company with satisfactory medical information when requested by the Company to do so, the Company may, at its cost, send the employee for a medical examination with a physician chosen by the Company. The employee will cooperate in having the medical examination done. The Company shall pay the employee's regular wages for the time taken for the medical examination and for reasonable transportation as pre-approved by the Company. A copy of the medical report shall be provided to the employee and shall be kept confidential.

## Article 24 – Transportation and Accommodation

### 24.1 Transportation

Point of dispatch shall be Edmonton, Alberta. Transportation will be provided by the Company to and from point of dispatch to the Kaybob Lodge on regularly scheduled turnaround days. The Company shall provide to each employee a subsidy of one hundred (\$100.00) dollars per month while actively employed. For clarity, an employee is not actively employed while on a Leave of Absence, Disability, Worker's Compensation, or any other leave.

The travel subsidy program will be administered as follows:

- (a) Travel subsidy is to be paid on the first payroll of each month after an employee becomes eligible.
- (b) Employees become eligible after they have worked for Civeo Premium Services Employees LP for thirty (30) calendar days.
- (c) The Company shall pay a pro-rated amount for the portion of the month in which said employee is hired, laid off, recalled, or quits.

### 24.2 Accommodation

- (a) Accommodations shall be provided by the Company for employees at no cost to the employees. Accommodations are provided at no cost only for working days.

Meals shall be provided by the Company for all employees at no cost to the employee. Meals are provided at no cost only for working days.

Employees shall not be permitted to stay on site during their turnaround. Employees shall be required to take all personal belongings with themselves when they go on their turnaround.

- (b) The work site shall not provide permanent residence to employees, nor shall it become the permanent address for any employee.
- (c) If the Company requests that the employee change their accommodation (room) during working hours the move shall be at the Company's time. If the employee is asked to move after working hours the employee will be paid one (1) hour at their regular rate of pay.
- (d) *Employees checking into an un-serviced room, upon arrival at site, will be provided paid time to clean the room.***

## Article 25 – Seniority

- 25.1 Seniority shall be defined as length of continuous service with the Company at the Encana Kaybob Lodge.
- 25.2 Seniority of employees who commence work on the same day shall be determined alphabetically by last name, followed by first name in situations where employees have the same last name.
- 25.3 Qualifications and ability being sufficient, filling of vacancies, transfers, staff reductions, layoffs, reduction of hours, recalls, and vacation selection shall be determined by seniority.
- 25.4 Laid off employees shall have recall rights for one hundred fifty (150) days and their seniority shall accrue during this period.

25.5 It is the employee's responsibility to advise the Site Manager of their current contact information and any changes to said information.

25.6 Loss of Seniority

An employee shall lose their seniority and their employment shall be deemed terminated if he/she:

- (a) Quits;
- (b) Is terminated for cause, and the termination is not reversed through the Grievance Procedure;
- (c) Is laid off for a period of more than one hundred fifty (150) days.

Article 26 – Work Expectations

26.1 Employee workloads and work assignments shall be fair and reasonable.

Article 27 – Employee Rights

The Company agrees to treat all employees with dignity and respect, ensuring, without restricting the generality of the foregoing:

- (a) The right to a safe workplace.
- (b) The right to be free from discrimination, intimidation, retaliation, and harassment.
- (c) The right to be compensated for work performed.

- (d) The right to be informed of all workplace rights, obligations, policies, and rules.
- (e) The right to safe and necessary equipment.
- (f) The right to necessary training for the work performed.
- (g) The right to participate in lawful Union activity.
- (h) The right to statutory benefits, rights, and other privileges.

#### Article 28 – Term of Agreement

28.1 Except as otherwise specified, this Agreement shall be effective ***the Sunday following ratification (August 11<sup>th</sup>, 2019)*** and shall remain for a period ending February 28<sup>th</sup>, **2021** and from year to year thereafter, providing that either party may not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date hereof, give notice in writing to the other party of its intentions to negotiate a revision thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2019**.

For the Company:

For the Union:

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\_\_\_\_\_  
\_\_\_\_\_

Mike Pisak  
**Carson Engele**  
**Kristin MacDougall**

**Bill Sudo**  
**Prem Apetor**  
**Larry Zima**  
**Chris O'Halloran**

This Collective Agreement was ratified on: **August 8<sup>th</sup>, 2019**.

Schedule "A"

Job Classifications and Pay Scale

Classifications	Current	2%	2%
		<i><b>August 11<sup>th</sup>, 2019</b></i>	<i><b>March 1<sup>st</sup>, 2020</b></i>
1 <sup>st</sup> Cook	\$23.61	<b>\$24.08</b>	<b>\$24.56</b>
2 <sup>nd</sup> Cook	\$19.71	<b>\$20.10</b>	<b>\$20.50</b>
Night Cook/Baker	\$23.61	<b>\$24.08</b>	<b>\$24.56</b>
General Helper	\$19.09	<b>\$19.47</b>	<b>\$19.86</b>
Room Attendant	\$19.09	<b>\$19.47</b>	<b>\$19.86</b>

**Signing Bonus**

***Employees on the payroll, as of the date of ratification (August 8<sup>th</sup>, 2019), will receive a one-time signing bonus of two hundred fifty (\$250.00) dollars less statutory deductions. Employees currently on layoff, with recall rights, will receive the signing bonus upon returning to work.***

Letters of Understanding

By and between:

United Food and Commercial Workers Canada Union, Local No. 401

And;

Civeo Premium Services Employees LP – ENCANA KAYBOB LODGE

Letter of Understanding #1 – Printing of Collective Agreement Booklets

The Company agrees to pay fifty (50%) percent of the cost of the printing of the Collective Agreement booklets.



Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2019.**

For the Company:

For the Union:

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\_\_\_\_\_

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This Collective Agreement was ratified on: **August 8<sup>th</sup>, 2019.**