

COLLECTIVE AGREEMENT

between



O. J. INDUSTRIAL MAINTENANCE
(A division of O.J. PIPELINES CANADA)

and



**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 955**

Effective: October 5, 2020 - July 31, 2022

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COLLECTIVE AGREEMENT

by and between

**O.J. INDUSTRIAL MAINTENANCE
A division of O.J. PIPELINES CANADA
An Alberta Limited Partnership**

(Hereinafter referred to as the "Employer")

- And -

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955**

(Hereinafter referred to as the "Union")

On behalf of all employees represented by the Union under the terms of this Collective Agreement

(Each of which employees is hereinafter referred to as the "employee")

WHEREAS, the representatives of the above noted parties have bargained collectively pursuant to the provisions of the *Alberta Labour Relations Code*, and

WHEREAS, pursuant to the terms of the said *Code*, the terms of a Collective Agreement have now been agreed and ratified or otherwise established,

NOW THEREFORE this Collective Agreement witnessed that the terms of the Collective Agreement between the Parties are as follows:

ARTICLE 1.00 - PURPOSE

- 1.01** The purpose of this Collective Agreement is to assist in stabilizing the industry, improving the trade, promoting peace and harmony between the Employer and the employees and providing efficient service to the client.

ARTICLE 2.00 - SCOPE

- 2.01**
- (a) the provisions of this Collective Agreement shall apply to the **Suncor** site, or such other sites as may be mutually agreed between the Union and the Employer.
 - (b) Industrial Maintenance Work shall include but not necessarily be limited to:
 - Natural gas pipeline under 24" in diameter;
 - Oil pipelines under 24" in diameter;
 - Fuel pipelines;
 - Condensate pipelines;
 - Water pipelines;
 - Slurry pipelines including bitumen, diluted bitumen, and tailings;
 - S.A.G.D. piping systems;
 - Pipe assemblies and components;
 - Lowering, removal and replacement of existing pipelines;
 - Corrosion repair of existing pipelines;
 - Hydrostatic/pneumatic testing of pipelines;
 - Casing installation and removal;
 - Hot tapping.
 - (c) The parties recognize that the work covered herein requires the use of mixed crews. Supervisor's areas of responsibility and composite crew make-up will be discussed and agreed upon at the sole discretion of the Business Manager

for OE Local Union No. 955 and the representative of the Employer. Employees shall take direction from supervision, which may be in charge of several crews, and they may be assigned to any aspect of the work. An employee may be utilized to perform a variety of tasks provided such employee is qualified to perform such tasks and no employee's hourly rate shall be lowered from the rate at which he was hired. OE Local Union No. 955 agrees to cooperate with the Employer in every respect in order that the work is conducted in a most safe and expedient manner.

2.02 Special Projects

The Parties share a commitment towards the enhancement and retention of the share of the market performed by Employers and employees who are bound by this Collective Agreement. It is understood that certain provisions of the Collective Agreement may not be appropriate in the competition for and execution of certain projects. Accordingly, "special needs" in respect to any given project shall be addressed by the Parties.

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

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

ARTICLE 3.00 - UNION RIGHTS

- 3.01**
- (a) The Employer agrees to engage employees only through the services of union dispatch facilities. Employees must register and obtain a dispatch slip prior to the commencement of work. The parties recognize that the work covered herein will require workers typically employed in the pipeline sector, and as such, the Employer shall be permitted to select fifty percent (50%) of the employees from the list of all unemployed OE Local Union No. 955 members in good standing and if not available, from anywhere.
 - (b) Reasonable usage of local and aboriginal manning, including skilled operators, may be utilized at the sole discretion of the Employer, but under no circumstances shall an individual be assigned work for which she/he is not qualified.
 - (c) Employees shall be subject to a mandatory probationary period of four hundred (400) hours. This period may be extended by mutual agreement of the Employer and the Union where it is deemed by the Employer that additional time is required to assess an employee's competency or fit with their role. The Union agrees that such extension will not be unreasonably withheld.

Employees rehired within twenty-four (24) months will not be required to serve an additional probationary period.

- 3.02** The Employer shall deduct regular monthly union dues from the first pay period in each month from all employees and all employees shall, as a condition of employment, consent to such deduction.
- 3.03** Initiation fees, reinstatement fees and back dues, as evidenced by a signed authorization from the employee, shall be deducted by the Employer on a monthly basis.
- 3.04** Monies deducted in accordance with Clauses 3.02 and 3.03 above, shall be remitted to the Union not later than the fifteenth (15th) day of the month following, together with a list showing the amount deducted from each employee.
- 3.05** The Business Agent is to have access to all jobs covered by this Collective Agreement, after first notifying the Superintendent or person in charge, having due regard to project rules and safety regulations.
- 3.06** The Union shall have the right to post notices at the designated places on the job. All such notices must be signed by the proper officer of the Local Union and, except for meeting notices and training schedules, submitted to the management of the Employer for his approval.
- 3.07** Job Steward(s) shall be recognized by the Employer and shall be treated fairly and impartially. The Job Steward(s) shall be allowed time during working hours to perform the work of the Union but shall not abuse that privilege. The Union may appoint one of its members who is a qualified workman in his classification as Job Steward for each shift. For the purposes of the Clause, the Employer shall be required to deal only with the Chief Steward. The Union will notify the Employer in writing of the names of the Chief Job Steward and all Job Stewards appointed.
- Where possible, a person appointed as a Job Steward shall receive training respecting the Job Steward duties.
- 3.08** The Chief Job Steward shall be one of the last two (2) employees laid off in his classification. The Union shall be notified immediately if the Job Steward is terminated.
- At no time shall the Job Steward be discriminated against.
- 3.09** On projects where circumstances have necessitated the hiring of Local 955 permit holders and layoffs take place, the following procedures and sequence for layoff shall be followed:

- (1) permit holders first;
- (2) Travel Cards (not to exceed twenty-five percent (25%) of the total workforce in each classification)
- (3) Local 955 members in good standing last.

When there is a temporary slowdown of work, good standing members shall be retained on the individual crews, and travel cards and permits shall be sent home unless all good standing members are working, provided the remaining employees are qualified to perform the work required.

ARTICLE 4.00 - SUB-CONTRACTORS AND OWNER-OPERATORS

4.01 **Definition:** A sub-contractor is a person or contractor who performs work at the job site that, if done by the Employer, would have come under the terms of the Collective Agreement.

4.02 (a) The Employer shall engage only those sub-contractors that agree to be bound by the terms and conditions of this Collective Agreement if the sub-contractor is performing work that falls within the scope of this Collective Agreement and the employees of the Employer normally perform such work. For work that falls outside the scope of this Collective Agreement or that the employees of the Employer do not normally perform, the Employer may subcontract to any contractor.

The Employer agrees to notify the Union of the name of such sub-contractors prior to the sub-contractor commencing work on the project.

(b) The Employer shall be responsible for the enforcement of this Article.

(c) This Article does not apply to **bona fide** warranty work.

4.03 (a) Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Collective Agreement. Where an owner-operator performs work for which he has been engaged and he works beyond five (5) consecutive working days, he shall thereafter be entitled to all of the provisions of this Collective Agreement. The Employer shall remit Union dues and Trust Fund contributions on behalf of such owner-operators to the Union and Trust Funds. These owner-operators shall then apply to become Union members in order to access the benefit plans.

(b) The expression owner-operator may include any person in the job classification of mechanic, welder or serviceman, or any person who actually owns and/or

provides more than one (1) machine within the classifications of this Collective Agreement.

- (c) The service, maintenance and repair of all hoisting and portable machines, boilers and engines shall be performed by persons employed under the terms of this Collective Agreement, whether owned, leased or rented (excepting only that bona fide warranty service will be recognized).

ARTICLE 5.00 - NO STRIKES OR LOCKOUTS

- 5.01** The Employer 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 6.00 - MANAGEMENT RIGHTS

- 6.01** Subject only to the terms of this Collective Agreement, the Union recognizes the right of the Employer to the management of its business and the direction of the working forces, including the right to hire and select employees from the Union Hall, promote and/or transfer any employee or to discharge any employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.

Management of the Company and the direction of the working forces are vested solely and exclusively in the Company and shall not be abridged, except by specific restrictions as set forth in this Collective Agreement. The Management's rights as set out herein should not be deemed to exclude the other rights of Management at common law.

- 6.02** Employees who are working or are offered the number of hours of employment provided by this Collective Agreement shall not engage in any other employment at their trade for remuneration.

- 6.03** No Collective Agreement different than the existing Collective Agreement shall be signed by the Union with any other Employer within the scope of this Collective Agreement.

ARTICLE 7.00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT

7.01 It is understood and agreed that the parties to this Collective Agreement shall at all times comply with the accident prevention regulations of the *Occupational Health and Safety Act* and any refusal on the part of a workman to perform his duties or to continue to perform his duties in contravention of the *Occupational Health and Safety Act* shall not be deemed to be a violation of this Collective Agreement. No employee may be terminated for an accident except in cases of carelessness or negligence. However, a violation of the safety regulations or unsafe working practices shall be considered as just cause for dismissal.

The Union is required by the terms of this Collective Agreement to use its best efforts to instruct its members in all standard safety precautions required under the regulations made under the authority of the *Occupational Health and Safety Act*. The Employer shall provide all necessary safety equipment as required by above mentioned regulations.

7.02 The Union shall appoint one of its members who is a qualified workman in his classification as a member of the Safety Committee. The Safety Committee shall meet quarterly and all minutes shall be forwarded promptly to the Local Union by facsimile or electronic transmission.

7.03 If a valid First Aid training certificate is required by the Employer, a premium of fifty cents (50¢) per hour for all hours worked shall be paid to qualified employees.

ARTICLE 8.00 - VACATIONS AND GENERAL HOLIDAYS

8.01 General Holidays shall be:

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

Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the Collective Agreement prescribes straight time rates for the regular working day as set out in Article 11:00. Under these circumstances, work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be

paid double time. **Refer to Letter of Understanding suspending double time for life of the Collective Agreement.**

It is agreed that in the event any other day is declared a General Holiday by a Government (Federal or Alberta Provincial) which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

- 8.02** The Employer shall pay to the employee for each hour worked (not including any pay for time traveled) a vacation allowance equal to six percent (6%) of the applicable rate of pay, and a holiday pay allowance equal to four percent (4%) of the applicable rate of pay.
- 8.03** There shall be no work performed on Labour Day, except for the preservation of life or imminent danger to property.
- 8.04** Vacation and General Holiday Pay shall be paid to each employee every pay period. The vacation period shall be three (3) weeks each year; the period(s) to be mutually agreed upon between the Employer and the employee.

ARTICLE 9.00 - TRANSPORTATION, ACCOMMODATION, AND LOCAL RESIDENTS

- 9.01 (a)** Employees whose home is farther than forty (40) kilometers from the marshalling point or yard may be supplied suitable free room and board or a subsistence allowance when required by the Employer to remain away from home. When the Employer elects to provide subsistence allowance in lieu of supplying room and board, the rate shall be one hundred and ninety-five dollars (\$195.00) per day, for days worked only or such amount as agreed to by the Employer and the Union.

In the event that room and board is provided, the Employee will be responsible for any and all violations of the owner's rules and regulations including financial, which will be deducted from the Employee's next cheque.

- (b)** All local employees residing within the Regional Municipality of Wood Buffalo, as well as those who chose to move to town from camp, as well as those assigned to local incentive by the Employer, shall receive a local incentive allowance of fifty (\$50.00) dollars per day for all days worked. Employees are to be paid the cumulative allowance from the previous month on the first (1st) Thursday of each following month or upon lay-off, whichever comes first.

Any employee sent home due to a shortage of work or severe weather conditions by the Employer will also qualify for the local incentive allowance for the day that the employee was sent home.

Any employee who qualifies for this local incentive allowance and who is terminated for just cause or has quit, will forfeit the applicable local incentive allowance.

Those employees who are provided subsistence allowance as per Clause 9:01(a) will not qualify for the local incentive allowance as per Clause 9:01 (b).

9.02 When applicable, one (1) days' subsistence will be paid to any employee sent home due to shortage of work. If the employee is staying in camp there shall be three (3) hours reporting time pay if there is no work available and the employee has reported for work. Reporting time pay shall not be paid provided the employee is notified by the end of the previous shift that there will be no work available on the following shift.

9.03 After fifteen (15) working days on the job, or at job completion, whichever first occurs, travel expenses shall be paid as follows:

Fifty-two cents (52¢) per highway kilometer or the rate established annually by Revenue Canada for the tax-exempt vehicle allowance; via the shortest route from Edmonton to the point of commencement of employment. Waiting time days shall be included in computing the fifteen (15) days.

9.04 The Employer shall provide daily transportation to and from the jobsite. Transportation privileges may be withdrawn by the Employer if abused by the employee.

ARTICLE 10.00 - GRIEVANCE PROCEDURE AND JURISDICTIONAL DISPUTES

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

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

- (a) An aggrieved party shall within fifteen (15) days of the alleged violation submit his complaint in writing to the Steward who shall endeavor to settle the complaint between the employee and his immediate supervisor.
- (b) If the complaint is not settled within two (2) days (excluding Saturdays, Sundays and General Holidays), it may be referred to the Project Superintendent and an Official Representative of the Union.

- (c) If the complaint is not then settled within three (3) days (excluding Saturdays, Sundays and General Holidays), it shall be referred to the Management of the Employer involved and the Business Agent of the Union.

- (d) **Pre-Arbitration Process**

- (i) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favor of referring the matter directly to arbitration.
- (ii) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration commencing with step (e) within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of such notice being served.
- (iii) Such Joint Grievance Panel will consist of two (2) appointees of the Employer and two (2) appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (iv) The Joint Grievance Panel shall hold a hearing into the matter within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three (3) days (excluding Saturdays, Sundays, and General Holidays) of the date the hearing was held.
- (v) Each of the parties shall advise the other, within five (5) days [of receipt of the recommendation] (excluding Saturdays, Sundays, and General Holidays), as to whether they accept or reject the recommendation.
- (vi) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten (10) days (excluding Saturdays, Sundays, and General Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (vii) In the event either party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to

Arbitration commencing with step (e) within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of receipt of the JGP recommendations.

(viii) No lawyers shall be permitted to participate in the JGP proceedings.

- (e) If the complaint is not settled within ten (10) days (excluding Saturdays, Sundays and General Holidays) of a notice pursuant to (d) (ii) or the rejection of a JGP recommendation pursuant to (d) (vii), the grievance shall be referred to an Arbitration Board; by mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) by the Union and a neutral Chairman appointed by the members. Each party shall bear the expense of their appointee and the expense of the Chairman shall be shared equally by the parties.
- (f) If either party fails to appoint a member to the Arbitration Board within ten (10) days, or if the appointed members cannot agree on a neutral Chairman within fourteen (14) days of the appointment of the second (2nd) member, such appointments shall be made in accordance with the *Labor Relations Code*.
- (g) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairman.

It shall not alter, amend, or change the terms of this Collective Agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award, the decision of the Chairman shall be the award.

- (h) By mutual consent of the parties the foregoing time limits may be extended.

10.02 As an alternative procedure to that outlined, commencing with Clause 10.01 (d) the following procedure shall be used if mutually agreed in writing between the Employer and the Union:

- (a) The steps prescribed in Clause 10.01 (a), (b) and (c) shall apply.
- (b) If the matter of complaint is not then settled within ten (10) days (excluding Saturdays, Sundays and General Holidays), it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.

- (c) Should the Employer and the Union fail to agree on the appointment of a single Arbitrator within fourteen (14) days from the date of referral, the appointment shall be made by the Minister of Labour.
- (d) The single Arbitrator shall have the same authority as an Arbitration Board and shall make his decision within fourteen (14) days of his appointment.
- (e) The costs of and in connection with the single Arbitrator shall be borne equally by the Employer and the Union.

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

- (f) By mutual consent of the parties the foregoing time limits may be extended.

10.03 All jurisdictional issues shall be determined at the sole discretion of the Business Manager for IUOE Local Union No. 955 and the representative of the Employer.

ARTICLE 11.00 - HOURS OF WORK

11.01 The following sections are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

11.02 Work Week: The regular working week shall consist of forty (40) hours of employment.

11.03 (a) The regular working day shall consist of eight (8) hours of employment normally worked between 8:00 a.m. and 5:00 p.m., Monday through Saturday. There shall be a lunch period of one-half (½) hour duration.

(b) The Employer may vary the start/quit times by up to one (1) hour at his option. Variances of greater than one (1) hour shall be mutually agreed between the Employer and the Union.

(c) The parties understand and agree that on remote job sites or where special conditions apply scheduling of extended work weeks/days off may be beneficial to the completion of the work and, in those circumstances, the parties will mutually agree to a work schedule to meet job conditions.

11.04 Employee's time will start at the marshalling point when they have "brassed in" and shall end at the marshalling point when they have "brassed out". In the event of delays

caused by weather or traffic conditions, beyond the control of the employee, the employees will be paid from the normal scheduled start time.

11.05 Overtime rates shall be as follows:

Time and one-half ($1\frac{1}{2}x$) shall be paid for time worked in excess of eight (8) hours in a day and forty (40) in a week Monday through Saturday. Double time shall be paid for all work performed on Sundays and General Holidays.

Refer to Letter of Understanding suspending double time for life of the Collective Agreement.

- 11.06** (a) An unpaid lunch break of one-half ($\frac{1}{2}$) hour duration will be taken half way through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

If an employee is not provided time to commence his lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, he shall be paid at the applicable overtime rate for working through his lunch period.

All employees covered by this Collective Agreement working an eight (8) hour shift shall be permitted ten (10) minutes in the first (1^{st}) half ($\frac{1}{2}$) and ten (10) minutes in the second (2^{nd}) half ($\frac{1}{2}$) of a shift for a coffee break on the job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break.

Employees working a ten (10) hour shift shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break.

- (b) As an alternative to (a) above, the Employer may choose to provide employees with two (2) twenty (20) minute paid breaks in a day. The breaks shall be scheduled after the first (1^{st}) third ($\frac{1}{3}$), and second (2^{nd}) third ($\frac{1}{3}$) of the shifts. If job conditions require, the breaks may be moved up to one-half ($\frac{1}{2}$) hour in either direction.

- 11.07** No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

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

11.09 Reporting Time Pay

- (a) When an employee reports to work at the regular starting time and such employee is not put to work, the employee so affected shall be entitled to a minimum of three (3) hours pay at the applicable rate of pay.
- (b) In order to qualify for show up time, employees must remain on the job site unless otherwise directed by the Employer. Where the employee(s) are directed to remain at the job site for more than three (3) hours they shall be paid for such time at the applicable rate.
- (c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- (d) An employee is not entitled to show up time if the Employer notifies the employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a job site where they are accommodated in a camp facility will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.
- (e) When an employee reporting for work qualifies for show up time, such time shall include the regular shift premium when applicable.

11.10 Call-Out Pay

Employees called out for work at other than the regular starting time shall receive a minimum of three (3) hours pay at the employee's applicable rate.

11.11 Reporting time pay and/or call-out pay is in addition to travel time pay if travel time pay is applicable.

11.12 The Employer may require an employee to perform work within his jurisdiction for the three (3) hour call-out.

11.13 Provisions for Meals on Overtime

- (a) When employees are required to work extended daily hours in excess of twelve (12) hours, the Employer shall be required, following the eleventh (11th) hour, to provide a meal at no cost to the employees, for those involved. One-half (½)

hour at the straight time rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than six (6) hours after the last meal time. Should an employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions above.

- (b) Should an employee not be provided with meals as set out in the preceding paragraph, he shall receive one-half ($\frac{1}{2}$) hour's pay at the applicable rate for each meal not provided.
- (c) Where a supervisor is required to:
 - (i) Start up to one (1) hour earlier, or
 - (ii) Finish up to one (1) hour later, or
 - (iii) Start up to one-half ($\frac{1}{2}$) hour earlier and finish up to one-half ($\frac{1}{2}$) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of Clause 11.13 (a) will not apply unless those provisions are applicable to the rest of the crew.

11.14 Except as specified in Clause 11.08, the paragraphs of Article 11.00 are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

ARTICLE 12.00 - WORKING CONDITIONS

12.01 The Employer shall supply all tools and equipment required for the proper installation of all work to be performed except where agreements have been made with mechanics and utility welders to supply rigs complete with certain tools and supplies.

All ticketed tradespersons, apprentices and servicemen shall be supplied coveralls. Ground workers shall be supplied coveralls when conditions dictate (line shut downs, etc....). Coverall type to be determined by the Employer.

12.02 A boot allowance of ten cents (10¢) per hour worked shall be paid to each employee.

Cool, fresh, drinking water in approved sanitary containers shall be provided at convenient locations on the job site. Paper cups will be supplied.

12.04 The Employer, when permitted by the owner, will supply suitable sanitary washrooms however in the event the facilities are not permitted, the Employer will inform the

Employees of the nearest washroom facilities and provide transportation to the facilities as per Alberta Occupational Health and Safety Code.

ARTICLE 13.00 - EMPLOYER CONTRIBUTIONS

13.01 Health & Wellness

The Employer shall pay one dollar and eighty-five cents (\$1.85) commencing October 5, 2020, and one dollar and ninety cents (\$1.90) commencing April 1, 2021 and August 1, 2021 as per the applicable wage tables for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund.

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

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

13.02 Pension

The Employer shall pay the amounts as outlined in Article 14.00 of this Collective Agreement – CLASSIFICATIONS AND WAGE RATES for each hour worked by each employee into the Operating Engineers Local 955 Pension Trust Fund.

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

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Trust Fund, the Employer's liability to the said Trust Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

13.03 Training

The Employer shall pay twenty-one cents (21¢) upon October 5 2020, and April 1, 2021, and twenty-six cents (26¢) August 1, 2021 as per the applicable wage tables as per Article 14.00 and this (\$0.05) increase will be transferring to the IUOE International

Training Trust Fund (ITEC) for each hour worked by each employee into the Operating Engineers Local 955 Apprenticeship & Education Trust Fund

The Employer shall, not later than the fifteenth (15th) day of each month, mail Trust Fund contributions for the previous month, to the Office of the Apprenticeship & Education Trust Fund.

The liability of any Employer to the Apprenticeship & Education Trust Fund shall be limited to his obligation to pay the amounts stated in this Collective Agreement at the times and in the manner stated.

13.04

Where an employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Collective Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf employees have performed work entitling them to receive contributions to the Fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE 14.00 - CLASSIFICATIONS AND WAGE RATES**14.01 Wage Schedule****2% base wage increase minus \$0.10 which is added to H&W**

October 5, 2020	Base Hourly Rate	Vacation Pay & SHP	H & W	Pension	Training	Gross Rate
Foreman 2	\$47.00	\$4.70	\$1.85	\$5.50	\$0.21	\$59.26
Foreman 1	\$45.05	\$4.50	\$1.85	\$5.50	\$0.21	\$57.11
Certified Journeyman, Certified Boom truck and Side Boom	\$41.59	\$4.16	\$1.85	\$5.50	\$0.21	\$53.31
Specialty Operator	\$38.15	\$3.82	\$1.85	\$5.50	\$0.21	\$49.53
Principal Operator, Serviceman	\$37.00	\$3.70	\$1.85	\$5.50	\$0.21	\$48.26
Intermediate Operator	\$29.82	\$2.98	\$1.85	\$5.50	\$0.21	\$40.36
Ground worker - 2	\$27.42	\$2.74	\$1.85	\$5.50	\$0.21	\$37.72
Ground worker - 1	\$25.85	\$2.58	\$1.85	\$5.50	\$0.21	\$35.99
Ground Worker - Entry	\$24.24	\$2.42	\$1.85	\$5.50	\$0.21	\$34.22

2% base wage increase plus \$0.05 contribution by Employer (\$0.05 to H&W)

April 1, 2021	Base Hourly Rate	Vacation Pay & SHP	H & W	Pension	Training	Gross Rate
Foreman 2	\$47.94	\$4.79	\$1.90	\$5.50	\$0.21	\$60.34
Foreman 1	\$45.95	\$4.59	\$1.90	\$5.50	\$0.21	\$58.15
Certified Journeyman, Certified Boom truck and Side Boom	\$42.42	\$4.24	\$1.90	\$5.50	\$0.21	\$54.27
Specialty Operator	\$38.91	\$3.89	\$1.90	\$5.50	\$0.21	\$50.41
Principal Operator, Serviceman	\$37.74	\$3.77	\$1.90	\$5.50	\$0.21	\$49.12
Intermediate Operator	\$30.41	\$3.04	\$1.90	\$5.50	\$0.21	\$41.06
Ground worker - 2	\$27.97	\$2.80	\$1.90	\$5.50	\$0.21	\$38.37
Ground worker - 1	\$26.37	\$2.64	\$1.90	\$5.50	\$0.21	\$36.61
Ground Worker - Entry	\$24.72	\$2.47	\$1.90	\$5.50	\$0.21	\$34.80

2% base wage increase plus \$0.05 contribution by Employer (\$0.05 to Training)

August 1, 2021	Base Hourly Rate	Vacation Pay & SHP	H & W	Pension	Training	Gross Rate
Foreman 2	\$48.90	\$4.89	\$1.90	\$5.50	\$0.26	\$61.45
Foreman 1	\$46.87	\$4.69	\$1.90	\$5.50	\$0.26	\$59.21
Certified Journeyman, Certified Boom truck and Side Boom	\$43.27	\$4.33	\$1.90	\$5.50	\$0.26	\$55.26
Specialty Operator	\$39.69	\$3.97	\$1.90	\$5.50	\$0.26	\$51.32
Principal Operator, Serviceman	\$38.49	\$3.85	\$1.90	\$5.50	\$0.26	\$50.00
Intermediate Operator	\$31.02	\$3.10	\$1.90	\$5.50	\$0.26	\$41.78
Ground worker - 2	\$28.53	\$2.85	\$1.90	\$5.50	\$0.26	\$39.04
Ground worker - 1	\$26.89	\$2.69	\$1.90	\$5.50	\$0.26	\$37.24
Ground Worker - Entry	\$25.22	\$2.52	\$1.90	\$5.50	\$0.26	\$35.40

14.02 *October 5, 2020; Base rate increase of 2%, minus ten cents (\$0.10) which is added to H&W as presented above on October 5, 2020 table.*

April 1, 2021; Base rate increase of 2%, plus Employer contribution of five cents (\$0.05) which is to be added to H&W as presented above in April 1, 2021 wage table.

August 1, 2021; Base rate increase of 2%, plus Employer contribution of five cents (\$0.05) which is to be added to Training as presented above in August 1, 2021 table.

- 14.03**
- (a) Foreman 2 (Foreman with minimum 2 years' experience with exceptional crew safety performance)
 - (b) Foreman 1
 - (c) Certified Journeyman, Certified Boom Truck and Side Boom
 - (d) Specialty Operator;
Finish Grade Operator and Lowboy
 - (e) Principal Operator;
Excavator, Dozer, Truck Driver (class 1 license), Front End Loader (844 or equivalent), any loader equipped with a pipe grapple, Serviceman.

- (f) Intermediate Operator;
Wiggle-Wagon, Skid-Steer, Zoom-Boom, Forklift, Front End Loader (644 or equivalent), Truck Driver (without class 1 license), Warehouse, Parts, Runner, Steam Bay Operator with Air Brake Endorsement.
- (g) Ground Workers;
Ground Worker 2-Lead Hand
Ground Worker 1-Manual Worker
Ground Worker Entry – Manual worker with less than 6 months Experience.

Employees training on any job classification will be paid one (1) classification below that job classification for a maximum of four hundred (400) hours. The training period may be shortened if the Supervisor or Trainer certifies that the employee has been signed off and is fully qualified, or may be extended by mutual agreement of the Employer and the Union. This does not apply to Ticketed Tradespeople.

14.04

Shift differential:

- (a) Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.
- (b) Employees working on other than the day shift on a two (2) or three (3) shift operation shall receive a premium of two dollars (\$2.00) per hour in addition to their wages for all hours worked on a second (2nd) or third (3rd) shift.
- (c) Employees/sub-contractors requested to move to or from night shift, shall be paid five (5) hours straight time at their applicable rate as transition pay each way. The Employer shall provide at least twenty-four (24) hours' notice in the event that an employee is switching from days to nights or vice versa. In the event that the employee / sub-contractor is returning from days off and starts on nightshift or is given days off after completing nightshift, transition pay would not be applicable.
- (d) There shall be no pyramiding of premiums.

ARTICLE 15.00 - PAY DAYS

15.01 Wages, holiday pay and vacation pay shall be paid weekly.

Payment may be affected by cash, or by cheque (for which there is no charge for exchange), or, at the Employer's discretion, by direct deposit to an account designated by the employee, or by other mutually agreeable arrangements. No more than five (5) days' pay may be held back. When a General Holiday falls on a payday, the day preceding the General Holiday shall be considered the payday for the pay period. Pay calculation and deduction slips shall be supplied for each regular pay period.

An employee may only opt out of direct deposit if he was incapable of making arrangements for a bank account (i.e., denied or refused an account by the institutions).

15.02 When an employee is laid off or discharged, all wages and vacation and general holiday pay, together with Employment Insurance separation slip, the Apprenticeship Work Record Book, and/or any other documents or records required to be returned to the employee, shall be given or sent to the employee in accordance with Clause 15.03.

15.03 (a) If the employee who is being paid by cheque prefers, he may arrange with his Employer to pick up his pay and records at the office of the Employer no later than on the afternoon of the working day following termination of employment.

(b) If an employee is being paid by direct deposit, his records will be mailed to him no later than the working day following termination of employment, and he will receive his final pay by direct deposit on the next regular pay day, but will be paid by manual cheque and given his records at the office of the Employer no later than on the afternoon of the working day following termination of employment if he so requests.

15.04 In the event of a layoff, one (1) hours' notice shall be sufficient. One (1) hour's pay may be given in lieu of notice. No notice is required for termination for cause.

15.05 When an employee quits, his pay and records will be mailed to him or given to him at the central pay office of the Employer no later than on the next regular payday. Alternatively, the Employer may directly deposit the pay to the employee's account.

ARTICLE 16.00 - BEREAVEMENT LEAVE

16.01 Bereavement leave with pay will be granted to a maximum of twenty (20) regular scheduled hours at straight time rates in case of death in an employee's immediate

family provided that the employee is directly involved in making the funeral arrangements or attending the funeral. Immediate family shall include the employee's mother, father, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren and grandparents. The employee must return to work to qualify for payments and the Employer reserves the right to request satisfactory evidence of attendance at the funeral or involvement in making the funeral arrangements.

ARTICLE 17.00 - DURATION OF COLLECTIVE AGREEMENT

17.01 This Collective Agreement shall be in effect from the 5th day of October 2020 to the 31st day of July 2022 and thereafter it shall terminate, continue, or be renewed in accordance with the provisions of the Alberta Labour Relations Code.

The Union or the Employer may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Collective Agreement, request the other party to the Collective Agreement to commence collective bargaining. Such notice shall be given by registered mail.

ARTICLE 18.00 - TOTALITY OF COLLECTIVE AGREEMENT

18.01 This contract contains the entire Collective Agreement between the parties and supersedes and replaces all previous Collective Agreements and practices, both written and oral.

SIGNED this 5 day of OCTOBER, 2020

**O.J. Industrial Maintenance
Division of O.J. Pipelines Canada
An Alberta Limited Partnership**

[Redacted Signature]

Russell Keller, President

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

[Redacted Signature]

Chris Flett, Business Manager

[Redacted Signature]

Darren Deets, Vice President

[Redacted Signature]

Mike Bourgeois, Assistant Business Manager

LETTER OF UNDERSTANDING

Between

O.J. INDUSTRIAL MAINTENANCE
(A Division of O.J. Pipelines Canada)
(hereinafter referred to as the Employer)

And

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

Whereas the parties have entered into a Collective Agreement, which shall remain in effect from Point of Ratification, 2020 to July 31st, 2022 as set out in said Collective Agreement, and

Whereas, during negotiations the parties discussed the topic of Double Time in the Article 8.00 – Vacations and General Holidays, Clause 8.01, and Article 11.00 – Hours of Work, Clause 11.05; the parties have agreed to suspend the Double Time provision during the life of this Collective Agreement. All overtime under the above mentioned Articles will be paid at time and one half (1.5x) the regular rate of pay.

If, however, market conditions should change, and direct competitors of OJ Industrial Maintenance (the Employer) should start paying Double Time; as an effort for future recruitment and/or retainment, or other matters the Employer deems suitable, then upon mutual agreement of the Employer and the Union, the Double Time provisions shall be reengaged in part and/or in full, as per the original language in Article 8.00 and Article 11.00.

SIGNED this 5 day of OCTOBER, 2020 on behalf of:

O.J. Industrial Maintenance
Division of O.J. Pipelines Canada
An Alberta Limited Partnership



Russell Keller, President

International Union of Operating Engineers
Local Union No. 955



Chris Flett, Business Manager



Darren Deets, Vice President



Mike Bourgeois, Assistant Business Manager