

COLLECTIVE AGREEMENT

between

**LIEBHERR-CANADA LTD.**  
(hereinafter referred to as the “Company”)

and

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

**March 1, 2022 to February 28, 2025**

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## COLLECTIVE AGREEMENT

The Collective Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2022

between

**LIEBHERR-CANADA LTD.**  
(hereinafter referred to as the "Company")

and

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

### **Preamble**

The purpose of this Collective 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.

Liebherr-Canada Ltd. and its employees share a common interest in achieving the goals of sustained growth, positive client relations and a safe, healthy and rewarding working environment. Liebherr-Canada Ltd. and the International Union of Operating Engineers, Local Union No. 955 are committed to working together for common goals, recognizing that the Union's role is to represent the interests of its members and the Company's role is to manage in the best interests of the organization.

### **Article 1 - Recognition**

- 1.1 The Company recognizes the Union as the sole and exclusive collective bargaining agent for employees of the Company as set out in the certification order of the Alberta Labour Relations Board, namely, "All employees except office, clerical, and sales personnel."

## **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 Collective 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 sequence of operations,
  - (c) determine the qualifications of any employee to perform any work, taking into full consideration such factors as ability, performance and length of service,
  - (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 Company rules and regulations not inconsistent with the terms of this Collective Agreement,
  - (g) demote, discipline or discharge for only just cause.
- 2.2 Matters not specifically covered by the express provisions of this Collective Agreement will be dealt with at the sole discretion of the Company.

## **Article 3 - Union Security**

- 3.1 Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment and every new employee whose employment commences hereafter shall within fifteen (15) days after the commencement of their employment apply for and maintain membership in the Union as a condition of their employment.
- 3.2 The Company shall provide one-half (½) hour of paid time for each employee or group of employees in the first week of employment for the Job Steward to provide a proper union orientation.
- 3.3 A duly Appointed Officer of the Union or Business Agent shall be admitted to the Company's premises and may attend meetings related to employees. Prior

arrangement / permission shall be made with the Company for such attendance, and permission shall not be unreasonably withheld.

- 3.4 Job 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, 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 one (1) of its members as Job Steward for each shift at each shop location. The Union will notify the Company in writing of the names of the Job Stewards appointed by the Union.
- 3.5 Employees shall at their request have the right of Union representation by a Job Steward or Union Representative in any dispute with the Company, or discussion that may lead to discipline. Employees shall at their request have a Job Steward present during formal 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 also be provided to the Job Steward.
- 3.6 Leave of absence without pay shall be granted to two (2) employees appointed by the Union to sit on the Union bargaining committee for the purpose of collective bargaining provided the attendance will not negatively affect provision of service. Approval to attend shall not be unreasonably denied. In order to provide representation and reduce impact on operations, these appointments will be separated between Edmonton and Fort McMurray.
- 3.7 The Union shall have the right to post notices on bulletin boards in the workplace supplied by the Company. All such notices must be signed by the proper officer of the Union.

#### **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 members of the Union, and such monies shall be made payable, for deposit only, to the Union's Bank Account and forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) 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. Monthly statements showing the names of all additions and deletions of members together with reasons for the same shall also be forwarded to the Secretary-Treasurer of the Union.
- 4.2 All employees shall, as a condition of employment, consent to the deduction of Union dues and such dues 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 Collective Agreement. A grievance must specify the contract provisions involved and also specify the particular action requested on behalf of the grievant. When an employee grievance exists, an employee or group of employees affected may verbally discuss the grievance with their immediate supervisor either with or without a steward present, as the employee desires. If the grievance is not settled in the course of such discussion, it may be reduced to writing with one (1) copy for the Company, the Union, and the griever, in which event the procedure will then be as follows. It is understood that throughout the grievance process, the grievance shall be presented to the immediate supervisor that is not within the bargaining unit.

### 5.2 First Step

The grievance shall be presented to the griever's immediate supervisor, with the answer to be given in writing within five (5) business days of such presentation. Any grievance, including a grievance lodged by an employee claiming he was discharged without reasonable cause, not presented within twenty (20) business days of the occurrence of the act causing the alleged grievance will be deemed to be abandoned and shall not advance to the next step of the grievance procedure.

### 5.3 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 Department Manager within five (5) business days after receipt of the Company's answer in the First Step. At the Second Step, the griever 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 ten (10) business days after delivery of the Company's First Step answer.

### 5.4 Third Step

If a satisfactory settlement is not reached in the Second Step, then it may be referred to the Third Step, provided it is so referred in writing to Senior Management within five (5) business days after receipt of the Company's answer in the Second Step. At the Third Step, the griever 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 ten (10) business days after delivery of the Company's Second Step answer.

5.5 Fourth Step

If no satisfactory settlement has been reached in the first three (3) steps, then the grievance may be submitted to arbitration by written notice given within twenty (20) business days after delivery of the Company's Third Step answer.

If within twenty (20) business days after such written demand for arbitration, the parties have failed to agree upon an arbitrator, either party may upon five (5) business days written notice to the other party, 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 Collective 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 Where an employee has been suspended or dismissed the Arbitrator:

(a) may direct the Company to reinstate the employee and pay to the employee a sum equal to his wage, benefit, and premium loss by reason of his suspension or dismissal or such lesser sum as, in the opinion of the Arbitrator, is fair and reasonable, or,

(b) may make such other directive varying the penalty as they consider fair and reasonable having regard to the terms of the Collective Agreement.

5.8 If any of the time limits set out in the foregoing paragraphs of this Article are not met by the Union or the griever, the grievance will be deemed to be abandoned and shall not advance to the next step of the grievance procedure. If any of the time limits set out in the foregoing paragraphs of this Article are not met by the Company, the grievance shall advance to the next step of the grievance procedure. However, all time limits set forth in the grievance procedure may be extended by mutual agreement in writing between the Company and the Union and this mutual agreement shall not be unreasonably denied.

5.9 Each arbitration proceeding shall be held at such place and at such time as shall be mutually agreed upon by the Company and the Union, and if they cannot agree, then the Arbitrator shall designate the place and time. The Arbitrator shall have no authority to impose liability upon the Company or the Union for matters arising before or after the life of this Collective Agreement.

5.10 In the event that either the Company or the Union wish to process a policy grievance, such grievance shall be submitted by the one (1) party to the other, in writing, and shall be submitted within ten (10) business 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 ten (10) business days of receipt.

In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration within seven (7) business days of the rendering of the decision.

Unless otherwise specified in this Collective Agreement, "business days" does not include Saturday, Sunday, or the days designated to observe recognized holidays.

## **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 Collective Agreement. In like manner, the Union agrees that no employee shall cause or take part in any sit-down, slow-down, strike or stoppage of work during the life of this Collective Agreement. It is further agreed that the Company may discharge any employee causing or taking part in any sit-down, slow-down, strike or stoppage of work during the life of this Collective Agreement.

## **Article 7 - Probation, Job Classifications and Pay, Premiums**

- 7.1 Job classifications and pay shall be according to Schedule "A" and "C" attached to and forming part of this Collective 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 Collective 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) business 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. Cut off for the pay period shall be consistent, and not moved due to recognized holidays.
- 7.4 The Company may designate employees as Lead Hands, during which time they shall receive a premium while so assigned. The Lead Hand premium shall be three dollars (\$3.00) per hour worked.

A Lead Hand is responsible for the correct completion of work but not for disciplinary action or other personnel matters which are the responsibility of the Supervisor to whom the Lead Hand reports. An employee is paid the premium while assigned to be a Lead Hand and this assignment is not considered to be a permanent position.



7.5 There shall be no pyramiding of premiums under this Collective Agreement unless otherwise specified elsewhere in the Collective Agreement.

7.6 Probationary Period

1. A newly-hired employee shall be on probation for the employee's first one hundred and twenty (120) calendar days employed. The Company may extend the probationary period by another sixty (60) work days providing extension is not done arbitrarily or in bad faith. The Company will hold a meeting with the employee and the Union Business Agent or Shop Steward (as requested by the employee) to discuss the areas where improvement is required.
2. This time will be extended by any days an employee is absent during this period.
3. A probationary employee's termination may be the subject of a grievance up to the Third Step of the grievance procedure and the disposition of the grievance shall be final and binding at this Step.
4. The termination of a probationary employee shall not be subject to arbitration at the Fourth Step.

**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 of 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.

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 Collective Agreement. New shift schedules shall require consultation with the Union prior to implementation.

8.3 Regular Work Schedules

(a) Regular Eight (8) Hour Schedules

Regular eight (8) hour schedules for employees shall be defined as up to eight (8) hours worked per day, forty (40) hours worked per week, Monday to Friday.

(b) Hours of Work Averaging

Hours of work averaging schedules for employees shall be defined as twelve (12) hours per day, on a rotating schedule with an equal number of shifts worked and an equal number of shifts off in each cycle. Some examples of this might be 6 on/6 off, 7 on/7off, or 14 on/14 off.

The number of hours of work paid at straight time in a cycle shall average forty (40) hours per week. The total hours of the shift are confined to twelve (12) hours, inclusive of a one-half ( $\frac{1}{2}$ ) hour paid meal break at the straight time rate.

Employees working on an hours of work averaging schedule shall be paid a premium of three dollars and sixty cents (\$3.60) per hour worked, which shall not be pyramided. The Hours of work averaging premium shall be in addition to any other premium such as shift differential, Field Rate, or Lead Hand premium.

The calculation of entitlement to vacations, sick leave and other benefits for employees working Hours of work averaging schedules will be made using an hourly equivalent. For example, two (2) weeks of vacation will equate to eighty (80) working hours. It is intended that employees will neither gain nor lose any benefit entitlement while working Hours of work averaging schedules.

- 8.4 Shift schedules and starting and stopping times shall be established by the Company and posted reasonably in advance in locations accessible by employees. Every employee shall be assigned a shift schedule with regularly scheduled days off. Employees will be provided a minimum of seven (7) calendar days' notice of a permanent shift change. If a minimum of seven (7) calendar days' notice is not provided for a permanent shift change, the employee's first day on shift shall be payable at overtime rates.

As far as possible, employees shall receive at least twenty-four (24) hours' notice of a temporary shift change. If twenty-four (24) hours' notice is not provided for a temporary shift change, the employee's first day on shift shall be payable at overtime rates. A temporary shift change shall be defined as a period of two (2) weeks or less in duration.

- 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 next shift to make up the eight (8) hour break.

- 8.6 (a) Employees scheduled to work an eight (8) hour shift shall receive a fifteen (15) minute paid coffee break in the first half ( $\frac{1}{2}$ ) of a shift, and a fifteen (15) minute paid coffee break in the second half ( $\frac{1}{2}$ ) of a shift, in addition to an unpaid half ( $\frac{1}{2}$ ) - hour lunch break.
- (b) Employees scheduled to work a Hours of work averaging schedule shall receive a fifteen (15) minute paid coffee break in the first half ( $\frac{1}{2}$ ) of a shift,

and a fifteen (15) minute paid coffee break in the second half ( $\frac{1}{2}$ ) of a shift, in addition to a paid half ( $\frac{1}{2}$ ) - hour lunch break.

- 8.7 Employees will be allowed appropriate paid wash-up time before meal breaks and at the end of each shift.

## **Article 9 - Overtime, Callouts, Standby**

### 9.1 Overtime

- (a) If an employee is required to work in excess of the hours of a regular eight (8) hour schedule or on scheduled days off, the employee will be paid one and one-half times ( $1\frac{1}{2}x$ ) the employee's regular rate for the additional hours worked to a maximum of twelve (12) hours. Hours worked in excess of twelve (12) hours in a day will be paid double time (2X) the employee's regular rate. Time spent by employees taking mandatory training on scheduled days off shall be paid for at the applicable rate of pay.
  - (b) Employees on a regular eight (8) hour schedule shall be paid double time (2x) for work on Sunday and for work on the day designated as a recognized holiday in addition to holiday pay the employee is eligible to receive.
  - (c) If an employee is required to work in excess of the hours of a regular hours of work averaging schedule or on scheduled days off, the employee will be paid one and one-half times ( $1\frac{1}{2}x$ ) the employee's regular rate for the additional hours worked, to a maximum of twelve (12) hours. Hours worked in excess of twelve (12) hours in a day will be paid double time (2X) the employee's regular rate. Time spent by employees taking mandatory training on scheduled days off shall be paid for at the applicable rate of pay.
  - (d) Employees on a regular hours of work averaging schedule shall be paid double time (2x) for work on a Sunday if it is a scheduled day off, and for work on the day designated as a recognized holiday in addition to holiday pay the employee is eligible to receive.
- 9.2 An employee who has left the worksite and is called out and reports to the worksite outside their regular shift shall be paid a minimum of two (2) hours pay at the applicable overtime rate provided such work is not contiguous with the employee's regular shift. If an employee works more than two (2) hours then they shall be paid four (4) hours pay at the applicable rate of pay.

### 9.3 On Call/Standby Premium

A premium of three hundred and fifty dollars (\$350.00) per week shall be paid to employees who are required to be "on call/standby".

All capable and competent employees within the particular department must take part in the on call rotation.

Details outlined in the Liebherr Canada Policy "On Call & Call-in Policy."

## Article 10 - Shift Differential

- 10.1 Shift Differential - Employees working on other than day shift on a two (2) or three (3) shift operation, shall receive a premium of three dollars (\$3.00) per hour in addition to their wages for all hours worked between 4:00 pm and midnight and a premium of three dollars (\$3.00) per hour in addition to their wages for all hours worked between midnight and 8:00 am.

## Article 11 - Recognized Holidays

- 11.1 The following shall be recognized holidays:

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

- 11.2 An employee is not entitled to recognized holiday pay if the employee:

- (a) does not work on a recognized holiday when required or scheduled to do so, or;
- (b) is absent from employment without the consent of the Company on the employee's last regular work day preceding, or the employee's first regular work day following a recognized holiday.

- 11.3 For employees working a regular work week schedule, if a recognized holiday falls on a full-time employee's scheduled day off, a day off in lieu will be provided before or after the recognized holiday.

## Article 12 - Annual Vacations

### 12.1 Years of Service and Vacation Entitlement

<b>Years of Service</b>	<b>Vacation Entitlement</b>
<i>From the start of the 1<sup>st</sup> year up to and including 6 years</i> <b>0 – 6.99 years</b>	Three (3) weeks (120) hours with vacation pay of six percent (6%) of Total Earnings
<i>From 7 years up to and including 14 years</i> <b>7 – 14.99 years</b>	Four (4) weeks (160) hours with vacation pay of eight percent (8%) Total Earnings
<i>From 15 years up to and including 29 years</i> <b>15 – 29.99 years</b>	Five (5) weeks (200) hours with vacation pay of ten percent (10%) Total Earnings
<i>From 30 years and any subsequent year</i> <b>30+ years</b>	Six (6) weeks (240) hours with vacation pay of twelve percent (12%) Total Earnings

Total Earnings include the following payments:

- Bereavement
- LCA holiday
- Shift Differential
- Compressed Premium
- Lead Hand
- Short Term Disability
- CVIP premium
- Living Allowance
- Sick
- EI SUB plan
- On-Call flat rate
- Statutory Holiday
- Overtime (1.5x)
- Double time (2.0x)
- Statutory holiday worked
- Statutory holiday worked double time
- Field Premium
- Gym Allowance
- Regular Time
- Tool Allowance – Union
- Jury Duty
- Retro payment
- Travel Allowance
- Training

12.2 Vacation entitlements will be calculated and taken on a calendar year basis from January 1<sup>st</sup> to December 31<sup>st</sup>. Any unused, accrued vacation from the previous year shall be paid out to each employee on the last pay of January.



- 12.3 Upon termination, an employee shall receive the unused portion of earned vacation in the form of vacation pay based upon their entitlement as provided for in this Article.
- 12.4 Employees entitled to vacations in a calendar year will be allowed to schedule their vacations during that year with no option to carry forward their entitlement, without approval of the Company. New employees shall be entitled to schedule vacation earned after six (6) months of employment.
- 12.5 Employees will submit vacation requests no later than April 1<sup>st</sup> of each year for the following year to March 31<sup>st</sup> and the Company will post the approved vacation schedules no later than May 1<sup>st</sup> of that year. Requests received after this date shall be scheduled on a first come-first served basis and vacation approval or denial shall be given within fifteen (15) calendar days of the request. Vacation requests received prior to April 1<sup>st</sup> shall be scheduled within operating needs based on worksite and length of service within job classifications.
- 12.6 One (1) week of vacation for scheduling purposes will be based on forty (40) regularly scheduled hours of work.
- 12.7 It is understood that business requirements shall be the determining factor in all matters of vacation request by employees. Employees who have received notice of approved vacation shall not have that approval rescinded unless there is a significant business requirement to do so. An equitable arrangement in lieu shall be agreed between the Company and the employee taking into consideration any cancellation fees or costs that the employee may have incurred.
- 12.8 Loyalty Bonus
- Five Thousand dollars (\$5,000.00) loyalty bonus to all Ticketed Heavy Equipment Technicians, Electricians and Welders, assessed and payable in January of each year after 12 months of consecutive employment as a ticketed Heavy Equipment Technician, Electrician or Welder. In the first year of employment as a ticketed Heavy Equipment Technician, Electrician or Welder the loyalty bonus will be prorated from the start date to December 31.

### **Article 13 - Benefits**

- 13.1 Employee benefit provisions are contained in Schedule "B" of this Collective Agreement.
- 13.2 Employees who have met the eligibility requirements and who are subsequently laid off will be eligible for coverage on the first day of the month following recall.

## **Article 14 - Vacancies**

- 14.1 When filling vacancies to a permanent classification, the Company reserves the right to fill the position from any source. If filling the vacant position with an internal applicant, it is agreed that the factors to be considered shall be performance, qualifications, the ability to perform the work required and experience. In the event that two (2) or more internal applicants for a vacant position are of equal performance, ability and qualifications, the Company will give preference to the employee with greatest length of service. The Company may contact the Union to see if the Union can supply qualified personnel. The Company shall have an absolute right to reject any candidate put forward by the Union from outside the bargaining unit.
- 14.2 Vacancies in permanent classifications will be posted at all locations covered by this Collective Agreement within the province of Alberta and those employees wishing to apply must do so in writing within seven (7) days of the posting of the notice of vacancy. No applications from employees received later than the posted closing date will be considered. For the purpose of this Article a "permanent" job is one expected to exceed twelve (12) months duration. Employees who are going on vacation may file an "intention to bid" notice outlining the jobs they would wish to bid on in their absence. Postings shall include the classification, the number of positions and the initial shift schedule for those positions.
- 14.3 The selected candidate will not be eligible for a further job posting for a period of twelve (12) months unless they specifically so request and it is agreeable to the Company.
- 14.4 A Temporary Employee is hired for a prescribed period of time up to and including twelve (12) months to fulfill a prescribed business need. Should a temporary employee become a permanent employee within or immediately after twelve (12) months of employment, continuous employment will be recognized for the purposes of benefit eligibility, service awards, pay grid steps, and the probation period will be deemed as served.

## **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 Collective Agreement shall at all times comply with the accident prevention regulations of the *Occupational Health and Safety Act*, as well as all safety regulations specified by the Company.

- 15.3 The Company and the Union shall jointly maintain a Health and Safety Committee in accordance with the *Occupational Health and Safety Act*.
- 15.4 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.
- 15.5 No employee will be required to perform work that constitutes imminent danger to them 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 or manager and, if necessary, their Steward and/or a member of the Safety Committee. Any disagreement thereafter as to the safety of any act should be referred to Senior Management.
- 15.6 Each shift will hold regular safety discussions.

## **Article 16 - Absence from Work**

- 16.1 Employees are required to attend work regularly. When unable to attend, the employee must contact their supervisor as far in advance as possible, but no less than two (2) hours prior to their scheduled start time, giving the reason they are unable to attend work, the date of their expected return, if known, and the details as to where they can be contacted during their absence. Where the employee has tried unsuccessfully to reach their supervisor in person, they must leave a recorded message with the required information. An employee is required to maintain regular contact with the Company throughout his/her period of illness or injury and/or recovery. It is understood that in emergency circumstances, employees may be unable to provide the required notification but will endeavour to contact the Company at their first available opportunity.
- 16.2 When an employee is called for jury service, or formally subpoenaed as a witness 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 fees received, will be paid whatever sum, if any, is necessary in addition to the fees received for such service to reimburse them for regular scheduled earnings lost because of such service at straight time.
- 16.3 Maternity, adoptive, and parental leave shall be granted according to conditions of the *Alberta Employment Standards Code*.
- 16.4 Paid sick leave shall be provided to each employee to a maximum of forty-eight (48) hours per calendar year on a prorated basis from the date of employment. Such leave shall not be cumulative from year to year. Medical and dental appointments during regularly scheduled work hours shall be deducted from Sick Leave.

The Company reserves the right to require verification from a Doctor when a medical absence is frequent and/or the health of the employee is of concern.



## **Article 17 - Bereavement Leave**

- 17.1 If an employee suffers a death in the immediate family, he/she shall be granted a compassionate leave of absence with base pay, eight (8) hours, for regular, twelve (12) hours for Hours of work averaging schedules for up to five (5) days (not including premiums and allowances), providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death. Immediate family includes: spouse, mother, father, brother, sister, children, step-children, mother-in-law, father-in-law, grandparents or grandchildren. This Article does not apply if an employee is already on different leave of absence, scheduled day off, 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 for the safety and health of employees. Safety clothing may include goggles and gloves, welder's gloves, leather aprons and arms, helmets, rubber clothes, coveralls, three (3) sets of winter coveralls, hardhats, hearing protection, and safety glasses.
- 18.2 Employees are required to take good care of 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 will provide, on a reimbursement basis, payable at any time of the year upon production of original receipts:
- (a) An annual safety boot allowance (inclusive of safety winter boots and safety rubber boots, insoles, laces, repairs and waterproofing treatments) of six hundred dollars (\$600.00)
  - (b) Prescription safety glasses up to a maximum of four hundred dollars (\$400.00) every two (2) years. Safety glasses must meet Company approved standards. If required by specific sites the Company will provide additional safety glasses.

The Safety Boot and Prescription Safety Glass allowance will be reimbursed upon successful completion of the probationary period and will be prorated for partial service in a calendar year from the first day of employment.

- 18.4 An annual tool allowance of one thousand dollars (\$1000.00) will be paid in two (2) equal payments on June 1<sup>st</sup> and December 1<sup>st</sup> to Journeyman Technicians and Apprentices in these trades. Employees must complete the base probationary

period to be eligible. The allowances will be prorated for partial service in a calendar year.

- 18.5 The Company shall replace tools that have been broken or modified to complete work with tools of equal value.
- 18.6 The Company will be responsible for arranging the repair and re-calibration of all air and precision tools required from normal wear and use.
- 18.7 Tool Insurance: The Company will reimburse employees for lost or stolen tools with a minimum value of two hundred dollars (\$200.00) and no maximum on any loss. The employee will provide an annual inventory list and digital image of their own tools maintained at the Company's premises with estimated valuation or purchase price thereof. Annual inventory list and digital image must be submitted and validated by the employee's supervisor or manager by January 31<sup>st</sup> of the calendar year and all inventory must be kept current and the list will be kept at the branch. The Company will replace the tools based on the employee inventory list that must be on file. Theft must show forced entry on a locked vehicle, toolbox or storage area, or non-negligence on the employee's behalf.
- 18.8 Tool Boxes: Employees will be reimbursed for damaged or stolen tool boxes to a maximum of three thousand dollars (\$3000.00).

## **Article 19 - Company Approved Apprenticeship**

- 19.1 The Company will pay the employee the difference between employment insurance benefits and the employee's normal rate of pay eight (8) hours per day at straight time based on a forty (40) hour work week biweekly up to the federally approved maximum amount (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-96-332/FullText.html#h-983349>) while attending apprenticeship technical training. The Company will ensure the employee's Record of Employment is prepared prior to the first day of technical training.
  - a) If the employee passes their apprenticeship technical training the apprentice will not be required to reimburse the Sub Benefit however:
  - b) If the apprentice fails to pass his/her apprenticeship technical training:
    - i. A discussion will be held between the employee, Company and the Union to establish the future course of action and,
    - ii. The apprentice will be afforded two (2) months to schedule the first available rewrite of any exam.
    - iii. If the employee still fails to pass the rewrite the Sub Benefit amount will be equally deducted biweekly over the next six (6) month period.

- 19.2 The Company will cover the costs of tuition, books, apprenticeship fees, and school parking for the first attempt at each appropriate apprenticeship schooling level.
- 19.3 The employee will attend full time apprenticeship training once per calendar year, subject to apprenticeship program availability and management approval. Management approval shall not be unreasonably withheld.
- 19.4 The company will require repayment of tuition fees and books of the last attended schooling session, on a pro rata basis, if the employee quits from the Company within one (1) year of completion of the most recent apprenticeship training.
- 19.5 Apprentices who have completed and met all criteria (anniversary date, accumulated hours and a passing grade from the course) to advance to the next level of apprenticeship or to Journeyman status shall be paid retroactively once confirmation and documentation is received to the date in the Stamped Blue book from the Alberta apprenticeship board.
- 19.6 When the Company is approving a journeyman employee to pursue another relevant journeyman certificate through the apprenticeship program said employee will be paid their current journeyman rate.

## **Article 20 - Union Management Committee**

- 20.1 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. This structure may be based on a combination of worksite Committees and an overall Committee structure for all worksites as appropriate to matters under discussion. The Committee shall meet quarterly.
- 20.2 The Union Management Committee structure will have no authority to amend the Collective Agreement.

## **Article 21 - Discipline and Employee Records**

- 21.1 Any discipline process resulting from an incident will be initiated within seven (7) days of the incident becoming known to the Company and/or upon two (2) days of the employee returning to work if on scheduled days off (extensive investigations excepted).
- 21.2 Discipline must be based on just cause and in accordance with the principles of progressive discipline.
- 21.3 Employees shall be allowed to review and make a copy of their personnel files in the presence of a Company representative.



- 21.4 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 two (2) years has elapsed from the incident giving rise to the discipline provided there are no further incidents of discipline during this two (2) year period; or
  - (b) such disciplinary action or dismissal has been grieved and determined to be unjustified.

## **Article 22 - Discrimination**

- 22.1 Neither party shall discriminate against any employee on the basis of Union activity, gender, sexual preference, religion, race, national origin, age, marital status, political affiliation, or handicap. The parties agree to act in accordance with the *Alberta Human Rights Act* and that the foregoing grounds are subject to the bonafide occupation requirements permitted in law.

## **Article 23 - General**

### 23.1 Interpretations

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

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

## **Article 24 - Transportation and Living Allowances**

- 24.1 Employees driving Company vehicles shall be paid their regular and overtime rates as applicable for actual work related travel time. When an employee flies at the request of the Company an airline ticket will be provided, and actual travel time shall be paid at straight time rates. If the employee subsequently starts work upon arrival at the destination, the employee shall be paid at the applicable overtime rate, if any, based on the total number of hours at work and in transit. In the event of travel for training purposes the provisions of Clause 8.5 shall not apply.
- 24.2 When assigned to work at locations from which daily commuting to and from the employee's primary or secondary residence is not practicable, the Company shall provide adequate room and board, based on single occupancy of rooms.

## **Article 25 - Site Specific Conditions**

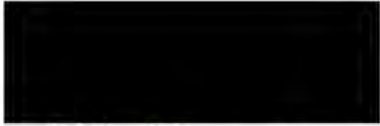
- 25.1 In the event that the Company decides to open branch offices, shops, or satellite operations in the province of Alberta or have employees with permanent residences in locations other than the current location, the Company and the Union agree to meet and negotiate the terms and conditions associated with those specific locations. The intent is to provide for competitive rates and specific conditions of employment in other than the Edmonton office and area.

## **Article 26 - Term of Collective Agreement**

- 26.1 Except as otherwise specified, this Collective Agreement shall be effective as of the date of Ratification except where noted otherwise in this Collective Agreement and shall remain for a period ending February 28, 2025 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 on this 27 day of April, 2022 in the City of Edmonton, Alberta.

**LIEBHERR-CANADA LTD.**



Tim Petersen, Managing Director



Paul Robson, Managing Director



Samantha Walton, Head of Human Resources



Natalia Schiopu, HR Business Partner



Kyle Jardine, Divisional Director LWE



Ramtin Nouzari, General Manager  
Customer Service, LWE



Tor Juric, Divisional Director Mining



Francis O'Flaherty, General Manager  
Customer Service, Mining

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



Chris Flett, Business Manager



Declan Regan, President

**Schedule "A" - Job Classifications and Pay**  
Edmonton / Grande Prairie

<b>Classification</b>	<b>Effective Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Service Technician</b>	March 1, 2022	\$43.97	\$46.16	\$50.79
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Electrician</b>	March 1, 2022	\$43.97	\$46.16	\$50.79
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Liebherr Certified Welder</b>	March 1, 2022	\$43.97	\$46.16	\$50.79
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Welder</b>	March 1, 2022	\$41.46	\$43.52	\$47.86
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Parts Person</b>	March 1, 2022	\$38.07	\$40.01	\$44.00
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Shipper/ Receiver</b>	March 1, 2022	\$24.64	\$25.90	\$28.48
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Labourer</b>	March 1, 2022	\$21.96	\$23.28	\$25.60
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%

The above wage table reflects a 4.5% Percent Increase

3-year term

- 2022 – 4.5%
- 2023 – 3% or CPI (whichever is greater) to a max of 6%
- 2024 – 3% or CPI (whichever is greater) to a max of 6%



If the Memorandum of Agreement is ratified on or prior to April 30<sup>th</sup>, 2022, all Negotiated increases shall be retroactive to March 1, 2022.

On the first day in March of 2023 the base rate will increase by a minimum of three (3%) percent or the average percentage (%) change in the Alberta "All Items" Consumer Price Index (CPI) calculated over the period from January 1 to December 31 of the prior calendar year to a maximum of six percent (6%).  
<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09i-eng.htm>

On the first day in March of 2024 the base rate will increase by a minimum of three (3%) percent or the average percentage (%) change in the Alberta "All Items" Consumer Price Index (CPI) calculated over the period from January 1 to December 31 of the prior calendar year to a maximum of six percent (6%).  
<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09i-eng.htm>

Parts Persons Edmonton an additional 5% increase prior to negotiated increase.

- Step I - start to completion of probation
- \*\* Step II - completion of probation to one and one-half (1½) years of service from date of hire
- \*\*\* Step III - one and one-half (1½) years of service from date of hire

The Company shall place new employees on the grid at the step that is commensurate with experience.

Movement from one step to another shall be based upon the required time being continuously served provided the employee may be absent on leave for a period of time of less than two (2) months. If the employee is absent for a period of two (2) months or longer the period of absence shall be added to the time required.

An employee shall not receive the next step if they are subject to ongoing discipline that is reasonably related to performance. Movement to the next step shall be reviewed annually in such cases, or such shorter time as the Company may see fit. The movement to the next step shall not be unreasonably withheld, and shall be subject to grievance and arbitration.

FIELD RATE – In addition to the base hourly rate, a rate of four dollars and seventy-five cents (\$4.75) for hours worked will be paid for work performed in the field or outside the shop area. A field work assignment is defined as a work assignment that is physically located beyond the property boundary of any Liebherr owned or leased location/facility.

C.V.I.P. Premium – In addition to the base hourly rate, a rate of fifty cents (\$0.50) for each hour worked when an employee is required by the Company to acquire and maintain this certificate to complete work designated by the Company.



## APPRENTICES

Apprentices will be paid the appropriate percentage of the Journeyperson Rate.  
e.g.

### Four (4) Year Apprenticeship:

- First Year - sixty percent (60%) of Journeyperson Rates
- Second Year - seventy percent (70%) of Journeyperson Rates
- Third Year - eighty percent (80%) of Journeyperson Rates
- Fourth Year - ninety percent (90%) of Journeyperson Rates

### Three (3) Year Apprenticeship:

- First Year - seventy percent (70%) of Journeyperson Rates
- Second Year - eighty percent (80%) of Journeyperson Rates
- Third Year - ninety percent (90%) of Journeyperson Rates



## Schedule "B" - Employee Benefits

The conditions of this Schedule provide a summary of benefit coverage only. Conditions of the insurance policies and plan conditions shall govern eligibility in all respects. Such policies and plan conditions shall not be considered incorporated by reference into this Collective Agreement, although the obligation of the Company to arrange the plan(s) on the terms set out herein is grievable.

Subject to the obligation of the Company to arrange the benefit coverage above, in the event a claim for benefits made pursuant to any insurance plan is denied by the insurance carrier, the Company shall not be held liable for such claim; and shall not be obligated to pay such benefits as were sought. Any dispute in regards to eligibility or individual benefits shall be resolved strictly between the carrier and the claimant. Any such dispute as to the validity or invalidity of a claim shall not be subject, in any manner, to the grievance and arbitration procedure herein.

### 1. Alberta Health Care

Company pays premium costs from the first day of the month following three (3) months of continuous service.

### 2. Group Benefits

Group Benefits Includes:

Group Life Insurance  
Dependent Life Insurance  
Accidental Death and Dismemberment Insurance  
Dental Plan  
Extended Health Care

Company pays the full premium cost.

Employee becomes eligible on the first day of the month following three (3) months of continuous service.

Coverage and details are in accordance with the Liebherr-Canada group plan

### 3. Long-Term Disability

Coverage and details are in accordance with the Liebherr-Canada group plan. Employee becomes eligible on the first day of the month following three (3) months of continuous service. Company pays the full premium cost.

### 4. Short Term Disability

Coverage and details are in accordance with the Liebherr-Canada plan. Employee becomes eligible on the first day of the month following three (3) months of continuous service.

5. Pension Plan

Employee entitlements in the current Liebherr RRSP Plan shall be maintained.

If the employee matches the Company contribution, the Company will contribute up to six percent (6%) of employees' gross wages upon date of ratification. At the discretion of the employee, Company contributions shall be directed to either the Operating Engineers Pension Trust Fund, or the Liebherr RRSP Plan (at the discretion of the employee), employee contributions shall be directed to the Liebherr RRSP Plan. Coverage and details are in accordance with the Liebherr-Canada group plan.

The Company shall complete the Operating Engineers Pension Trust Fund Employer contribution report and submit by mail to the office of the Operating Engineers Pension Trust Fund the contributions for the previous month not later than the fifteenth (15<sup>th</sup>) day of each month. 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 Company'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.

The Union shall provide to the Company, documentation/statement from the Trust Fund confirming the amount of the Company's contributions deposited to the Trust Fund every six (6) months for reconciliation purposes.

The Union shall provide to the employee, documentation/statement from the Trust Fund regarding the employee's entitlements under the Trust Fund on a yearly basis.

When requested, the Union shall provide to the Company, pension booklets based on the employee's pension plan.

The Union shall provide, a pension system whereby the Company may upload pension funds and payments electronically when available.

## Schedule "C" - Fort McMurray - Rates and Conditions

Classification	Effective Date	Step 1	Step 2	Step 3
<b>Service Technician</b>	March 1, 2022	\$49.89	\$52.36	\$57.62
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Electrician</b>	March 1, 2022	\$49.89	\$52.36	\$57.62
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Liebherr Certified Welder</b>	March 1, 2022	\$49.89	\$52.36	\$57.62
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Welder</b>	March 1, 2022	\$47.02	\$49.37	\$54.29
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Parts Person</b>	March 1, 2022	\$44.49	\$46.70	\$51.40
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Shipper/ Receiver</b>	March 1, 2022	\$28.49	\$29.93	\$32.93
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
<b>Labourer</b>	March 1, 2022	\$25.89	\$27.15	\$29.88
	March 1, 2023	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%
	March 1, 2024	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%	3% or AB CPI to a MAX of 6%

The above wage table reflects a 4.5% Percent Increase

3-year term

- 2022 – 4.5%
- 2023 – 3% or CPI (whichever is greater) to a max of 6%
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If the Memorandum of Agreement is ratified on or prior to April 30<sup>th</sup>, 2022, all Negotiated increases shall be retroactive to March 1, 2022.

On the first day in March of 2023 the base rate will increase by a minimum of three (3%) percent or the average percentage (%) change in the Alberta "All Items" Consumer Price Index (CPI) calculated over the period from January 1 to December 31 of the prior calendar year to a maximum of six percent (6%).  
<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09i-eng.htm>

On the first day in March of 2024 the base rate will increase by a minimum of three (3%) percent or the average percentage (%) change in the Alberta "All Items" Consumer Price Index (CPI) calculated over the period from January 1 to December 31 of the prior calendar year to a maximum of six percent (6%).  
<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09i-eng.htm>

- \* Step I - start to completion of probation
- \*\* Step II - completion of probation to one and one-half (1½) years of service from date of hire
- \*\*\* Step III - one and one-half (1½) years of service from date of hire

The Company shall place new employees on the grid at the step that is commensurate with experience.

Movement from one (1) step to another shall be based upon the required time being continuously served provided the employee may be absent on leave for a period of time of less than two (2) months. If the employee is absent for a period of two (2) months or longer the period of absence shall be added to the time required.

An employee shall not receive the next step if they are subject to ongoing discipline that is reasonably related to performance. Movement to the next step shall be reviewed annually in such cases, or such shorter time as the Company may see fit. The movement to the next step shall not be unreasonably withheld, and shall be subject to grievance and arbitration.

FIELD RATE - In addition to the base hourly rate, a rate of four dollars and seventy-five cents (\$4.75) for hours worked will be paid for work performed in the field. A field work assignment is defined as a work assignment that is physically located beyond the property boundary of any Liebherr owned or leased location/facility.

TRAVEL ALLOWANCE – A daily travel allowance of sixty dollars (\$60.00) shall be paid if an employee utilizes their own vehicle to drive from their place of residence in Fort McMurray or south of Fort McMurray to work at the Fort McKay Liebherr shop or other workplace north of the Athabasca River ("Bridge to Nowhere") and return.

C.V.I.P. Premium – In addition to the base hourly rate, a rate of fifty cents (\$0.50) for each hour worked when an employee is required by the Company to acquire and maintain this certificate to complete work designated by the Company.

MILEAGE - Employees will be reimbursed at the current corporate rate when required to use their personal vehicles for Company directed business.

COST OF LIVING ALLOWANCE – Each bargaining unit employee shall receive an allowance of seven hundred dollars (\$700.00) paid biweekly to offset the high cost of living in the Fort McMurray area.

If the Company offers paid camp accommodations, employees residing in these camps will not be eligible to receive the travel or cost of living. Unless the Company provides transportation to/from the Fort McMurray airport to/from camp on the first and last day of their scheduled shift, the employee will receive travel allowances on those days only.

If the Company offers paid bussing, employees using this transportation will not be eligible to receive travel allowance.

### APPRENTICES

Apprentices will be paid the appropriate percentage of the Journeyperson Rate.

e.g.

#### Four (4) Year Apprenticeship:

- First Year - sixty percent (60%) of Journeyperson Rates
- Second Year - seventy percent (70%) of Journeyperson Rates
  
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