

**COLLECTIVE AGREEMENT**

Between

**FORESITE GEOMATICS LTD.**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,**

**LOCAL UNION NO. 955**

EFFECTIVE:

**March 1, 2023 to March 1, 2026**

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# **COLLECTIVE AGREEMENT**

Between

## **FORESITE GEOMATICS LTD**

(Hereinafter referred to as the Employer)  
and

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

### **ARTICLE 1:00 - PURPOSE**

- 1:01 The purpose of this Collective Agreement shall be to record the agreement of the parties arrived at through negotiations 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 settlement of disputes and grievances, and to maintain a harmonious relationship between the Employer and its employees.
- 1:02 In this Collective Agreement words using the masculine gender include the feminine and neuter.

### **ARTICLE 2:00 - SCOPE**

- 2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees covered under this Collective Agreement with respect to rate of pay, hours of work and other working conditions.

The Collective Agreement shall cover all employees of the Employer listed in Clause 7:02 Classifications and engaged in oil-sands development, operations, maintenance and reclamation, north of the 55' parallel.

- 2:02 If any provision of this Collective Agreement is in conflict with the laws or regulations of Canada or Alberta, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of the Collective Agreement invalid or inoperable, the Employer and the Union, within fifteen (15) days' notice of either upon the other shall commence negotiations the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon legal replacement for such provision within seven (7) days of commencement of negotiations or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article 6:00.

## **ARTICLE 3:00 - MANAGEMENT RIGHTS**

- 3:01 Subject to the terms of this Collective Agreement, the Union recognizes the right of the Employer to the management of its operations and direction of the working forces including the right to hire and select employees, promote or 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.
- 3:02 The Employer shall have the right to name-hire IUOE Local 955 Members on the out of work list who will be engaged in one of the Surveyor Classifications.
- 3:03 In the event that a project's conditions place the Employer in an uncompetitive position with alternate union or non-union bidders, or with the owners' forces, this Collective Agreement may be altered accordingly by mutual agreement of the Union and the Employer, following consultation with the Union members and the Employer's negotiating committee, based on a mutually agreed time period.
- 3:04 Non-bargaining unit employees shall not perform work normally assigned to employees of the bargaining unit. However, it is recognized that there will be occasions such as in emergency situations or for purposes of investigation or inspection, instruction or demonstration purposes, in experimental and developmental work, critical start-up or shut down periods, or to improve productivity and effectiveness of the operation that it may be necessary from time to time for non-bargaining unit employees to do work in cooperation with bargaining unit employees. However if a non-bargaining unit employee is required in any of the above circumstances it is understood that no bargaining unit employee shall be displaced as a result, nor suffer any loss of wages from regularly scheduled hours.
- 3:05 It is agreed that any of the terms of this Collective Agreement may be modified on a project-by-project basis by mutual written agreement of both parties. Where project-specific terms have been agreed to for a specific project, they shall be binding only on that project and subject to renewal for subsequent projects.
- 3:06 This Collective Agreement represents the entire agreement between the parties and there are no enforceable oral or other agreements (written or otherwise) or practices which are not contained herein.

## **ARTICLE 4:00 - UNION RIGHTS**

- 4:01 The Union and Employer will cooperate in maintaining a desirable and competent workforce. To that end, the Employer agrees to provide, at the end of employment, the Union with employee qualification, experience and performance information. The Union will ensure that members dispatched will have their work experience and qualifications verified and meet Employer job posting requirements. The Union also commits to resolve work performance issues prior to members being dispatched.

The Employer will give preference and priority to qualified Union members in good standing who are competent and able to meet all reasonable requirements of the Employer. The Union agrees that it will provide evidence of a prospective employee's qualifications prior to consideration for employment with the Employer. If the Union fails to provide a list of Union members who meet all of the Employer's requirements within twenty-four (24) hours of a request being made, the Employer may hire from any source. The Employer agrees that those hired outside of the Union will have met the Employer's job posting requirements. In the event that all positions are not filled from the original posting, the Employer may reduce the requirements and repost with the Union. Employees hired by the Employer must register with the Union and obtain a dispatch slip before commencement of work.

All persons employed as Operating Engineers, shall as a condition of employment apply to become members of the Union within four hundred (400) hours worked after commencement of employment; or be replaced by a competent Union worker when available.

4:02 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 his 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.

4:03 All employees shall be required to pay an amount equal to Union dues during their term of employment. The Employer shall deduct this amount from the employee's wages by the first payday after commencement of employment and thereafter on the first payday of each month. All dues so collected shall be remitted to the Union, together with a list of employees concerned, not later than the fifteenth (15<sup>th</sup>) day of the month following such deduction.

4:04 The Employer agrees to deduct all Union dues in excess of the normal monthly Union dues, fees and assessments as evidenced by a signed authorization from an employee covered by this Collective Agreement, and forward such monies once each month to the Union together with a list showing the amount deducted for each person, said monies to be remitted not later than the fifteenth (15<sup>th</sup>) day of the month following such deduction.

4:05 **JOB STEWARDS**

The Union may appoint members who are qualified workers in their classification as Job Stewards. The Union will notify the Employer in writing the names of the Job Stewards appointed. The Employer and the Union will endeavor to ensure there are appropriate numbers of Stewards for proper representation. Job Stewards must successfully complete the Job Steward course and be qualified to perform the work required.

4:06 The Business Agent is to have access to all projects covered by this Collective Agreement after first notifying the Superintendent or person in charge, having due regard to project rules and safety regulations including the client owner's site access rules. The Business Agent shall not interfere with the progress of the work.

The Union shall have the right to post notices at designated places on the Project. All such notices must be signed by the proper officer of the Local Union and submitted to the management of the Employer.

4:07 A copy of this Collective Agreement shall be provided by the Union to all employees covered by the Collective Agreement.

4:08 On projects where circumstances have necessitated the hiring of Local 955 permit holders or travel cards and layoffs take place, employees will be laid off based on skill and ability. Where skill and ability is equal the following sequence for layoff shall be followed:

- (1) Permit holders first;
- (2) Travel cards next, and;
- (3) Good standing members last.

#### **ARTICLE 5:00 - SUB-CONTRACTING**

5:01 On work coming within the scope of this Collective Agreement, the Employer agrees to give preference when engaging Sub-Contractors to those Sub-Contractors who are in contractual relations with the Union. The Employer may sub-contract out work, without penalty, work not consistently performed by the Employer.

#### **ARTICLE 6:00 - GRIEVANCE PROCEDURE**

6:01 All differences between the Employer and the Union concerning the interpretation, application, operation, and/or an alleged violation of this Collective Agreement shall be settled without stoppage of work or lockout and the dispute shall be submitted in writing within ten (10) days of the issue becoming known to either party and then referred to Step 3 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:

**STEP 1** An aggrieved party shall within ten (10) days of the alleged violation submit their complaint in writing to the Job Steward who shall endeavor to settle the complaint between the employee and the employee's immediate Supervisor.

**STEP 2** If the complaint is not then settled within five (5) days (excluding

Saturdays, Sundays and Holidays) it shall be referred to the Management of the Employer involved and the Business Agent of the Union.

STEP 3 If the complaint is not then settled within seven (7) days (excluding Saturdays, Sundays and Holidays) it shall be referred to an Arbitration Board. By mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) member appointed by the Union and a neutral Chairperson appointed by the members. Each party shall bear the expense of their appointee and the expense of the Chairperson shall be shared equally by the parties.

STEP 4 If either party fails to appoint a member or if the appointed members cannot agree on a neutral Chairperson, such appointments shall be made in accordance with the *Alberta Labour Relations Code*.

STEP 5 The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is eligible for arbitration. It shall make its decision within fourteen (14) days of the appointment of the Chairperson. By mutual consent of the parties the time limits may be extended.

6:02 As an alternative procedure to that outlined, commencing with Step 3 the following procedure shall be used if mutually agreed in writing between the Employer and the Union. The abovementioned procedures in Step 1 and Step 2 shall apply.

STEP 3 If the matter of complaint is not then settled within seven (7) days (excluding Saturdays, Sundays, and Holidays), it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.

STEP 4 Should the Employer and the Union fail to agree on the appointment of a single Arbitrator, the appointment shall be made by the Minister of Labour.

STEP 5 The single Arbitrator shall have the same authority as an Arbitration Board and shall make his decision within fourteen (14) days of his appointment. By mutual consent of the parties the time limits may be extended. The costs of and in connection with the single Arbitrator shall be shared equally by the Employer and the Union.

6:03 The Single Arbitrator or Arbitration Board shall not alter, amend, or change the terms of this Collective Agreement. The decision of the Single Arbitrator or Arbitration Board shall be final and binding upon both parties.

6:04 A probationary employee's discipline or termination may be the subject of a

grievance up to Step 2 of the grievance procedure and the disposition of the grievance shall be final and binding at this Step. The discipline or termination of a probationary employee shall not be subject to Arbitration.

## **ARTICLE 7:00 - RATES OF PAY AND CLASSIFICATIONS**

7:01 **New Classifications:** Should there be a need to add a new classification, the Employer will establish the rate for such classification and notify the Union in writing within two (2) days of employment. If the Union disagrees with the rate, the proper Union representatives will advise the Employer in writing within fifteen (15) days from the date of notification requesting negotiation. In the event that such negotiations do not result in agreement upon the classification within seven (7) days of commencement of negotiations or such longer period as may be mutually agreed between the parties, the matter shall be resolved by an Arbitration Board as provided in the grievance procedure. The wage rate established shall become effective on the date upon which notice is given to commence negotiations.

7:02 Classifications

Group 1	<b>Working Foreman</b>
Group 2	<b>Senior Party Chief</b>
Group 3	<b>Junior Party Chief</b>
Group 4	<b>Senior Survey Assistant</b>
Group 5	<b>Junior Survey Assistant</b>

7:03 Hourly Wage Rates

The following wage rates shall be effective for the duration of this Collective Agreement:

## Appendix A- Wage Table

March 1st, 2023	4% Group 1	4% Group 2	4% Group 3	4% Group 4	4% Group 5
<b>Base Rate</b>	\$ 44.84	\$ 41.26	\$ 39.26	\$ 34.06	\$ 27.73
<b>Pension</b>	\$ 4.48	\$ 4.13	\$ 3.93	\$ 3.41	\$ 2.77
<b>Health &amp; Wellness</b>	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75
<b>Training Fund</b>	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07
<b>International Training Fund</b>	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
<b>Vacation Pay - 4% 1 - 5 years</b>	\$ 1.79	\$ 1.65	\$ 1.57	\$ 1.36	\$ 1.11
<b>Vacation Pay - 6% 5+ years</b>	\$ 2.69	\$ 2.48	\$ 2.36	\$ 2.04	\$ 1.66
<b>Holiday Pay - 4%</b>	\$ 1.79	\$ 1.65	\$ 1.57	\$ 1.36	\$ 1.11
<b>Gross Rate with 4%</b>	\$ 54.77	\$ 50.56	\$ 48.20	\$ 42.06	\$ 34.59
<b>Gross Rate with 6%</b>	\$ 55.67	\$ 51.39	\$ 48.99	\$ 42.74	\$ 35.14

March 1st, 2024	3% Group 1	3% Group 2	3% Group 3	3% Group 4	3% Group 5
<b>Base Rate</b>	\$ 46.19	\$ 42.50	\$ 40.44	\$ 35.08	\$ 28.56
<b>Pension</b>	\$ 4.62	\$ 4.25	\$ 4.04	\$ 3.51	\$ 2.86
<b>Health &amp; Wellness</b>	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80
<b>Training Fund</b>	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07
<b>International Training Fund</b>	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
<b>Vacation Pay - 4% 1 - 5 years</b>	\$ 1.85	\$ 1.70	\$ 1.62	\$ 1.40	\$ 1.14
<b>Vacation Pay - 6% 5+ years</b>	\$ 2.77	\$ 2.55	\$ 2.43	\$ 2.10	\$ 1.71
<b>Holiday Pay - 4%</b>	\$ 1.85	\$ 1.70	\$ 1.62	\$ 1.40	\$ 1.14
<b>Gross Rate with 4%</b>	\$ 56.43	\$ 52.07	\$ 49.64	\$ 43.31	\$ 35.62
<b>Gross Rate with 6%</b>	\$ 57.35	\$ 52.92	\$ 50.45	\$ 44.01	\$ 36.19

March 1st, 2025	3% Group 1	3% Group 2	3% Group 3	3% Group 4	3% Group 5
<b>Base Rate</b>	\$ 47.58	\$ 43.78	\$ 41.65	\$ 36.13	\$ 29.42
<b>Pension</b>	\$ 4.76	\$ 4.38	\$ 4.17	\$ 3.61	\$ 2.94
<b>Health &amp; Wellness</b>	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.85
<b>Training Fund</b>	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07
<b>International Training Fund</b>	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
<b>Vacation Pay - 4% 1 - 5 years</b>	\$ 1.90	\$ 1.75	\$ 1.67	\$ 1.45	\$ 1.18
<b>Vacation Pay - 6% 5+ years</b>	\$ 2.85	\$ 2.63	\$ 2.50	\$ 2.17	\$ 1.77
<b>Holiday Pay - 4%</b>	\$ 1.90	\$ 1.75	\$ 1.67	\$ 1.45	\$ 1.18
<b>Gross Rate with 4%</b>	\$ 58.11	\$ 53.63	\$ 51.13	\$ 44.61	\$ 36.69
<b>Gross Rate with 6%</b>	\$ 59.06	\$ 54.51	\$ 51.96	\$ 45.33	\$ 37.28

7:04 Night Shift Premium

Employees required to work scheduled shifts which start between 4:00 P.M. and 5:00 A.M. shall receive a premium of one dollar and twenty cents (\$1.20) per hour on a straight time basis for all hours worked on such scheduled shifts.

7:05 Boot Allowance

All employees employed as Working Foreman, Senior Party Chief, Junior Party Chief, Senior Survey Assistant and Junior Survey Assistant will receive a boot allowance of Two Hundred Dollars (\$200.00) per year. An employee must be employed for a minimum of six (6) months before qualifying for the boot allowance. Initial Boot allowance to be paid at date of ratification.

**ARTICLE 8:00 - HOLIDAYS AND VACATION PAY**

8:01 The following Holidays will be observed as follows:

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

The Employer shall provide at least two (2) weeks' notice of the Christmas work schedule for the period of December 20<sup>th</sup> to January 5<sup>th</sup>. Failure to provide such notice shall result in the Employer paying any employees affected at applicable overtime rates for the first day worked where notice is not provided.

When an employee works on any of the above Holidays and is paid overtime pay of at least one and one-half (1½) times the employee's wage rate for each hour worked, the hours worked are not to be counted for the purpose of calculating any entitlement to overtime pay under Clause 9:01(a), for the work week in which the general holiday occurs. For example, the overtime earned for hours worked will be calculated at thirty-two (32) hours instead of forty-four (44).

8:02 The Employer may require employees to work on any of the above Holidays (Clause 8:01). Such employees working on any of the above Holidays shall be paid at one and one-half (1½) times the regular hourly rate of pay. The Employer shall pay a premium of eight (8) hours regular pay for work performed on Labour Day, Christmas Day, and New Year's Day.

8:03 Holiday pay shall be credited to the employee and shall be calculated at four percent (4%) of the base rate paid for all hours worked to a maximum of fifty (50) hours per week

8:04 Vacation pay shall be credited to the employee at the appropriate percentage rate based on years of service and paid for all base rate hours worked, to a maximum of fifty (50) hours per week.

Vacation Entitlement:

Two (2) weeks four percent (4%) after each of the first four (4) years of employment. Three (3) weeks six percent (6%) after five (5) years of employment and each year of employment after that.

8:05 Holiday and Vacation Pay shall be paid on each payday and upon termination.

## **ARTICLE 9:00 - HOURS OF WORK AND OVERTIME**

9:01 In recognizing that the Employer will be serving the needs of the Project Owner in operating mines and other projects, it is understood that shift schedules and hours of work may vary to suit the requirements of the projects.

(a) Work week schedules may be required to provide a competitive and acceptable service to the project. Work schedules may be scheduled on the basis of a maximum of twelve (12) regularly scheduled hours per day. Overtime will be paid for hours worked over eight (8) in a day, forty-four (44) in a week, Sunday to Saturday.

(b) Every employee will be assigned a shift schedule with regularly scheduled days off whenever possible.

(c) The Employer will attempt to distribute hours of work and overtime equitably among the employees who normally perform the work.

9:02 All overtime will be paid at one and one-half (1½) times the employee's base hourly rate.

9:03 The employee's time shall commence when they reach their marshalling area and shall end when they return to the marshalling area at the end of each shift.

9:04 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.

9:05 In no case will overtime compensation or premiums be duplicated or pyramided, unless specifically provided for elsewhere in this Collective Agreement.

## **ARTICLE 10:00 - REPORTING AND CALL-OUT PAY**

10:01 An employee who reports for work as scheduled without having been notified not to report and for whom no work is available, will be allowed three (3) hours pay at the rate of the job for which they were scheduled to report.

An employee who reports for and commences work, shall be paid at the applicable rate for a minimum of (3) three hours worked or whichever is greater.

These payments shall apply only in cases where an employee discontinues work at the request of the Employer.

10:02 When an employee is called out to work on their regularly assigned period of rest, they will be paid for a minimum of three (3) hours at the applicable rate. The Employer may require an employee to perform work within their jurisdiction for the three (3) hour call-out. Employees shall have the right to refuse overtime when an employee is called out or requested to work on a scheduled day off.

10:03 If circumstances arise that there is no work available, three (3) hours' notice shall be given to the employees. If such notice is not given, the Employer shall pay reporting time as set out in Clause 10:01.

Employees shall be provided notice through a telephone message service which they may call and/or public posting in camp or other means mutually agreed upon between the Employer and the Union.

## **ARTICLE 11:00 - PAY DAYS**

11:01 The Employer shall pay each employee by direct deposit on a weekly basis, with pay deposited no later than Friday of the week following the end of the pay period.

11:02 The employee shall be provided in their workplace with access to detailed pay information showing the hours worked, rate of pay, deductions, etc. within forty-eight (48) hours of the deposit. Paper copies will be made available upon request.

11:03 Sunday shall be deemed the first day of the week for payroll purposes.

11:04 Employees shall be paid wages due at the time of layoff on the next scheduled pay day, but in no case later than seven (7) days following cessation of employment. When an employee is terminated or quits, he shall be paid on the next regular payday.

## 11:05 Correction of Errors in Payment

### (a) Underpayments

Where an employee has been underpaid an amount that is equal to or less than one (1) work day, the Employer will compensate the employee on the next pay day. Where an employee has been underpaid an amount that is greater than one (1) work day, the Employer will compensate the employee within the next three (3) business days.

### (b) Overpayments

If the Employer determines that an error of overpayment has occurred, and the error has occurred within the previous six (6) months, the Employer shall promptly give notice in writing to the affected employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through one (1) or more subsequent pay periods. The employee shall be given three (3) working days to respond to the notice from the Employer. If the employee agrees with the error and the plan for correction of the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional three (3) working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.

## **ARTICLE 12:00 - TRANSPORTATION**

12:01 On projects where the client provides daily bussing service from the City site of Fort McMurray to the project site the Employer will provide access to such bussing for the employees. Where the client does not provide bussing service for projects designated as within reasonable daily commuting distance from the City site of Fort McMurray the Employer will provide daily transportation to the project site and return. Employees shall report to the designated pickup point(s) within Fort McMurray in time to reach the project at the designated starting time of their shifts. If an employee uses his own vehicle at the request of the Employer, he shall be compensated at the rate of fifty-one cents (\$0.51) per kilometer.

In the event that the client owner does not provide such an allowance to the Surveying Contractor, no allowance shall be paid to its employees.

If camp or bussing is offered by the client and the employee refuses, all travel will be considered a voluntary commute. This will not be eligible for compensation and will not be included in maximum daily hours worked.

## **ARTICLE 13:00 - ROOM AND BOARD**

- 13:01 Room and board may be provided at the Employer's sole discretion. On jobs designated as camp only jobs, daily transportation and inconvenience allowance as per Clause 12:01 will not apply.
- 13:02 The Employer will participate in soliciting client support in ensuring high camp standards are maintained. This will include, for example, involvement in camp committees. At the request of the Job Steward the Employer shall assign the Project Manager or his designate to conduct a joint camp inspection and document any concerns which will be forwarded to the client camp coordinator. In addition it is understood that the Job Steward shall play an active role in the camp committees in order to deal with any camp issues that may arise.
- 13:03 In the event that an employee is on days off or away from camp, and is notified that he is being laid off according to the layoff procedure; all personal belongings will be packed and itemized by a Job Steward and Employer Representative and shipped to the employee's home address by the Employer at the earliest convenience with no cost incurred by the employee. If an employee is laid off and vacates their camp room, any remaining personal items will be deemed abandoned, and will be disposed of. All camp room clean outs will include a Job Steward.

## **ARTICLE 14:00 - WORKING CONDITIONS**

- 14:01 The Employer shall provide suitable sanitary facilities, (washrooms to be upgraded - hot water should be available at least in the shops area), propane-type toilets with hand cleaning supplies, including wet towels; a heated lunch room which shall not be used for storage of tools or equipment; and a lock-fast place for storage of employee's tools.

The Employer shall provide flush toilets in the area of the main shop. In addition, the Employer will participate in soliciting client support in ensuring sufficient sanitary facilities are provided for employees throughout the project site.

It is understood and agreed by the Employer and the Union there will be unusual circumstances where it is not practical to provide a lunchroom and sanitary facilities such as a minimal number of employees working in an area removed from the normal work area. In such cases, a pickup truck or similar vehicle maintained at a reasonable standard will be provided for the employee to eat their lunch if they do not have a heated cab, however where practicable, these facilities will be provided.

- 14:02 All employees covered by this Collective Agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the Project during regular working hours.

- 14:03 When an employee works in a higher or lower hourly wage classification he shall be paid the higher or lower rate for the actual hours worked at the higher or lower classification.
- 14:04 At no time will an employee be required to be paid in a lesser wage classification than that for which he was hired unless the employee agrees to the lesser wage classification in writing. The Employer agrees to give the employee two (2) days' notice prior to moving classifications. Based on the possible need to change projects during the course of the day, employees may be offered the opportunity to work and be paid in a lesser wage classification. Employees have the right to refuse work at a lower classification, in which case another employee shall be utilized. The Employer agrees to provide as much notice as possible.

#### **ARTICLE 15:00 - ABSENCE FROM WORK**

15:01 Absences: Employees are required to attend work regularly. When unable to attend, the employee must contact his Supervisor as far in advance as possible, but no less than two (2) hours prior to his scheduled start time, giving the reason he is unable to attend work, the date of his expected return, if known, and the details as to where he can be contacted during his absence. Where the employee has tried unsuccessfully to reach his Supervisor in person he must leave a recorded message with the required information. An employee is required to maintain regular contact with the Employer throughout his period of illness or injury and/or recovery.

An employee is required, if requested by the Employer, to substantiate the reasons for any absence. If an employee misses three (3) or more consecutive days of work due to illness he must, upon his return to work, present a medical certificate substantiating his absence and indicating his fitness to return to work.

- 15:02 The parties recognize that attendance at work by employees is important to the efficient operation of the Employer's business. Any undue or habitual absenteeism shall be cause for discipline of the employee including discharge.
- 15:03 An employee who is absent without leave for a period of two (2) consecutive work days without providing a reason acceptable to the Employer shall be deemed to have abandoned his position and shall be treated as voluntarily quit.
- 15:04 The Employer, the employee and the Union have an ongoing obligation to cooperate in an effort to facilitate the early return of the employee to his job after illness or injury, which will require a regular review of his functional abilities including functional abilities assessments as and when requested by the Employer. It is agreed that employee participation in the Employer's modified work program is mandatory. The parties agree that an employee's failure to cooperate in the accommodation process may result in disciplinary action up to and including termination.

The employee shall be returned to his previous job, or to a comparable one, when his functional abilities so allow.

Where the Employer does not consider it has sufficient information to assess the employee's ability to return to work, it may request further information. An employee may be required to attend an independent medical examination. Should the Employer require independent medical examinations, such examinations shall be paid for by the Employer. In WCB related matters, WCB legislation shall apply.

## **ARTICLE 16:00 - BEREAVEMENT LEAVE**

16:01 Bereavement leave with pay will be granted to a maximum of thirty-six (36) regularly 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 funeral arrangements or attending the funeral. Immediate family shall include the employee's mother, father, brother, sister, spouse, common law partner (regardless of gender), 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 payment 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 - ADVANCEMENT AND TRAINING**

### **17:01 Definitions, Classifications and Qualifications**

Employees are able to apply to be dispatched for any level of work they are qualified to perform. If they choose to be dispatched at a lower level they will be paid at the lower classification. Pay is based on the classification of the work being performed, not the highest level the employee is qualified for.

#### **Group 5 - Junior Survey Assistant**

The Group 5 Assistant classification is for new hire survey assistants with no prior work experience in the survey field. After a 90 day probation period, the Employer will move these employees from the Group 5 to Group 4 classification.

#### **Group 4 - Senior Survey Assistant**

A minimum of six thousand eight hundred (6,800) hours of surveying experience or one thousand seven hundred and fifty (1,750) hours surveying experience plus completion of modules 1, 2, and 3 of the Northern Lakes College Survey Theory and Calculations program, or a diploma or degree in Civil, Construction, or Geomatics (Surveying) Engineering Technology and no prior surveying experience.

If hired prior to 2016 equivalent experience and ability to demonstrate skills will be recognized in place of educational requirements.

### **Group 3 - Junior Party Chief**

A minimum of three thousand five hundred (3,500) hours surveying experience plus completion of modules 1, 2, 3, 5, 6, and 9 of the Northern Lakes College Survey Theory and Calculations program, or a diploma or degree in Civil, Construction, or Geomatics (Surveying) Engineering Technology and one thousand seven hundred and fifty (1,750) hours of surveying experience. If hired prior to 2016 equivalent experience and ability to demonstrate skills will be recognized in place of educational requirements.

### **Group 2 - Senior Party Chief**

A minimum of five thousand two hundred and fifty (5,250) hours surveying experience plus either the completion of the Northern Lakes College Survey Theory and Calculations Certificate program, or a diploma or degree in Civil, Construction, or Geomatics (Surveying) Engineering Technology and three thousand five hundred (3,500) hours of surveying experience. Able to use RTK GNSS rover, and total station (reflector less mode) to complete topographical surveys and staking requirements. Verifies accuracy and adequacy of their work. If hired prior to 2016 equivalent experience and ability to demonstrate skills will be recognized in place of educational requirements.

### **Group 1 - Working Foreman**

Employees that have completed the Northern Lakes College Survey Theory and Calculations Certificate Program, or a diploma or degree in Civil, Construction, or Geomatics (Surveying) Engineering or Technology and is deemed competent in operating a GPS, Total Station and Level/Rod for the purpose of Construction Surveying for Civil, Structural and Mechanical surveying tasks.

## **ARTICLE 18:00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT**

18:01 It is understood and agreed that the parties to this Collective Agreement shall at all times comply with the accident prevention and safety regulations as stipulated by the Project Owner's Safety and Health Program and the *Occupational Health and Safety Act*. The adoption and application of a Health and Safety program, including an alcohol and drug program, shall in no way be interpreted as restricting or limiting the Employer's right to make and enforce other workplace rules that impose additional or higher standards in relation to drug and alcohol use or the testing for same, providing such additions and standards are consistent with current legislative guidelines within the Province of Alberta.

- 18:02 It is agreed that as per the *Occupational Health and Safety Act* employees have the right and obligation to refuse unsafe work if they believe that performing such work would place themselves or someone else at risk of injury.
- 18:03 No employee may be terminated for an accident except in cases of carelessness or negligence. However, a violation of the safety regulations described above or unsafe working practices shall be considered as just cause for dismissal. The Employer shall notify the Job Steward at the time of any such occurrences.
- 18:04 Every potential employee shall submit to and pass the Employer's lawful designated drug/alcohol test prior to employment with the Employer on a project. Employees may also be required to submit to a lawful drug/alcohol test for just cause during the course of their employment. The Employer and the employee shall also adhere to such other lawful drug/alcohol tests as required by the Owner or the Company's Alcohol and Drug program.
- 18:05 Employees must report all incidents to their Supervisor immediately after they occur. It is understood that failure to report an incident may be grounds for discipline up to possible termination of employment.
- 18:06 Employees must wear PPE as recommended by the manufacturers or their Supervisor, and must ensure they keep such PPE in good working order.

#### **ARTICLE 19:00 - OTHER PROVISIONS & EMPLOYEE RELATIONS**

- 19:01 Discipline must be based on just cause and in accordance with the principles of progressive discipline. The parties agree that in the event an employee is to be disciplined by the Employer, the employee shall have the right to Union representation through Job Stewards, Business Agents and/or Representatives. It is agreed that written warnings and suspensions that occurred greater than twenty-four (24) months previously shall not be relied upon in the event that further disciplinary action is necessary.

The Employer may impose increasingly severe discipline upon an employee for repeated infractions which may be dissimilar in nature.

- 19:02 The Employer agrees that it will not cause or direct any lockouts of its employee during the life of this Collective Agreement. In like manner, the Union agrees that neither will the Union cause or direct, nor shall any employee cause or take part in any sit-down, slow down, overtime boycott, strike or stoppage of work during the life of this Collective Agreement. It is further agreed that the Employer may discharge any employee causing or taking part in any of the above mentioned during the life of the Collective Agreement. Such discharge may be subject to grievance and arbitration.

19:03 The Union agrees that in the event a new competing contractor was provided more competitive terms, conditions or rates of pay for a specific job, those same terms, conditions or rates of pay will automatically apply to this Employer, for that same job. "Competing contractors" shall be defined as surveying contractors performing work of a similar nature.

## **ARTICLE 20:00 - EMPLOYER CONTRIBUTIONS**

20:01 **Health and Wellness** –The Employer shall pay one dollar and seventy five cents (\$1.75) for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund.

Health and Wellness is to be increased by five cents (\$0.05) for each hour worked by each employee on March 1, 2024. There will be an additional increase of five cents (\$0.05) for each hour worked by each employee on March 1, 2025.

The Employer shall, not later than the fifteenth (15<sup>th</sup>) 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.

It is agreed that the extent of the Employer liability for the provision of Health and Wellness benefits for the bargaining unit employees is in providing to the Health and Wellness Trust Fund the contributions as outlined above.

20:02 **Pension** - The Employer shall pay a rate equal to ten percent (10%) of each applicable base hourly rate of pay for all regular hours worked by each employee into the Operating Engineers Local 955 Pension Trust Fund.

Effective January 1, 2020 The Employer shall pay a rate equal to ten percent (10%) of each applicable base hourly rate of pay for all hours worked to a maximum of fifty (50) hours per week.

The Employer shall, not later than the fifteenth (15<sup>th</sup>) 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.

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

20:03 **Training** - The Employer shall pay seven cents (\$0.07) for each hour worked by each employee into the Operating Engineers Local 955 Training Trust Fund.

The Employer shall, not later than the fifteenth (15<sup>th</sup>) of each month, mail Training 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 Apprenticeship and Education Trust Fund.

It is agreed that the extent of the Employer liability for the provision of Union Trust Fund-provided training benefits for the bargaining unit employees is in providing to the Apprenticeship and Education Fund the contributions as outlined above. Nothing in this Clause shall be interpreted as limiting the Employer's ability to provide additional training to members of the bargaining unit at its own expense.

20:04 **International Training Fund** – The Employers signatory to and bound by this agreement hereby agree to make contributions in the amount of five cents (\$0.05) for each hour worked by each employee to the International Union of Operating Engineers National Training Fund.

## **ARTICLE 21:00 - DURATION OF COLLECTIVE AGREEMENT**

21:01 Except as otherwise specified herein, the Collective Agreement shall be in full force and effect as of March 1, 2023 to March 1, 2026 and from year to year thereafter except as hereinafter provided.

21:02 The Union or the Employer may, not less than thirty (30) 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.

21:03 It being the intent of the parties to this Collective Agreement that negotiations be concluded and a new Collective Agreement signed prior to March 1, 2026. It is the express intent of this provision to have concluded a new Collective Agreement or to have exhausted all the procedures as set out in the *Labour Relations Code* prior to the expiry date of the Collective Agreement.

21:04 If notice has been given by the Union or the Employer this Collective Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said expiry date, until the procedures in the *Labour Relations Code* have been exhausted. The parties to this Collective Agreement shall make every effort to complete the procedures in the *Code* and conclude a Collective Agreement prior to the expiry date.

SIGNED this 20<sup>th</sup> day of April, 2023 on behalf of:

**FORESITE GOEMATICS LTD**



D.J. Grant  
General Manager

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



Chris Flett  
Business Manager



Patrick Dunphy  
Vice President

**Letter of Understanding # 1**

Between

**Foresite Geomatics LTD.**

(Hereinafter referred to as the "Employer")

and

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

(Hereinafter referred to as the "Union")

During negotiations the parties discussed the topic of the Employer's Employee and Family Assistance Program (EFAP). The Employer agrees it will continue providing EFAP services to employees covered under the Collective Agreement. This will include employees referred to a substance abuse professional (SAP) following a failure to comply with the Employer's Alcohol and Drug Program. Once the individual is assessed by a SAP, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert's recommendations, entering into a post assessment agreement, and supporting compliance with prescribed aftercare.

SIGNED this 20<sup>th</sup> day of April, 2023 on behalf of:

**FORESITE GEOMATICS LTD**

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



D.J. Grant  
General Manager



Chris Flett  
Business Manager



Patrick Dunphy  
Vice President

## **Letter of Understanding # 2**

Between

**Foresite Geomatics LTD.**

(Hereinafter referred to as the "Employer")

and

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

(Hereinafter referred to as the "Union")

and

**Construction Labour Relations—An Alberta Association Operating Engineers (Provincial) Trade Division** (hereinafter referred to as the "Association")

**Whereas** the Employer intends to perform certain Surveying work engaged in Oil Sands mine development, operation, maintenance and reclamation north of the 55' parallel (the "Work");

**And Whereas** the parties wish to identify the terms and conditions of employment that will apply to the Work;

General Construction Agreement authorizes the parties to negotiate project-specific terms and conditions of employment;

**Now Therefore** the parties agree as follows:

Subject to the terms and conditions of employment set out in the Collective Agreement between the Employer and the Union, this Collective Agreement shall be binding on the parties regardless of whether all, or any portion, of the Work falls within the General Construction sector or qualifies for exemption from the Roadbuilding and Heavy Construction Agreement as work related to Industrial Construction.

This Collective Agreement shall supersede any provisions of the General Construction Agreement that might otherwise apply to the Work.

SIGNED this 20<sup>th</sup> day of April, 2023 on behalf of:

**FORESITE GEOMATICS LTD.**



D.J. Grant  
General Manager

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

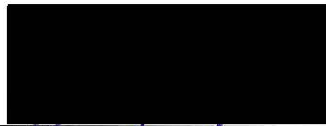


Chris Flett  
Business Manager



Patrick Dunphy  
Vice President

**CONSTRUCTION LABOUR RELATIONS – ALBERTA**



Joe McFadyen / President

## **Letter Of Understanding #3**

By and Between

**CONSTRUCTION LABOUR RELATIONS – AN ALBERTA ASSOCIATION  
OPERATING ENGINEERS (PROVINCIAL) TRADE DIVISION**  
(The Trade Division)

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION NO. 955**  
(the Union)

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 24 (the General Sector Collective Agreement); and

Whereas the Union has entered into Collective Agreements for work performed north of the 55' parallel with Centerline Geomatics Ltd, Foresite Geomatics Ltd. and ICON Surveys INC. for a term from March 1<sup>st</sup>, 2023 through March 1, 2026 and thereafter as provided therein.

Whereas the Parties jointly desire to apply the terms of the above described Collective Agreement to work within the scope of the General Sector Collective Agreement.

Now Therefore It Is Agreed between the Parties:

1. That an Employer affected by the said Registration Certificate may apply to the terms of the above described Surveying Collective Agreement to work within the scope of the General Sector Collective Agreement that is performed north of the 55' parallel to classifications of employees described in Article 7:01 of this Collective Agreement, for as long as this Collective Agreement and the General Sector Collective Agreement remain in effect, notwithstanding any provision or provisions of the General Sector Collective Agreement.
2. That in the event there is any difference between the Parties or between the Union and an Employer respecting the application of the terms of this Collective Agreement to employees within the scope of the General Sector Collective Agreement, representatives of the Parties shall promptly meet and resolve the difference.

3. That this Letter of Understanding shall be attached to and form part of the General Sector Collective Agreement.

All of which is agreed this 20<sup>th</sup> day of APRIL, 2023 and signed by the Parties:

**For the Union:**



Chris Flett  
Business Manager



Patrick Dunphy  
Vice President

**For the Trade Division:**



Joe McFadyen, President