

COLLECTIVE AGREEMENT

Between

BADGER INFRASTRUCTURE SOLUTIONS LTD

Regional Municipality of Wood Buffalo

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL UNION NO. 955

EFFECTIVE:

First Sunday of May 2022 to April 30, 2025



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Between

BADGER INFRASTRUCTURE SOLUTIONS 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.

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 rates of pay, hours of work and other working conditions.

This Collective Agreement shall cover all bargaining unit employees as defined in Article 7:00 of this Collective Agreement, of the Employer engaged in hydro vac operation, road watering, water hauling, wastewater removal performed for and any other related work in and outside of the Oil sands industry within Wood Buffalo Region except for all; Supervisory, Training personnel, office clerical and purchasing.

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of this Collective Agreement is in conflict with the laws or regulations of Canada or Alberta, such provision shall be superseded by such law or regulation.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 who have been employed by the Employer in the previous twenty-four (24) months from the date of hire.
- 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, following consultation with the Union members, and the Employer.
- 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, (on an annual basis or upon termination 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 positing, 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 within fourteen (14) days after commencement of work. Local residents shall be given preference of employment on projects within a reasonable daily commuting distance from the City of Fort McMurray. For purposes of this Clause the only existing projects considered within reasonable daily commuting distance are Syncrude Base Plant and Suncor Base Plant. Local residents shall be defined as residing within the Regional Municipality of Wood Buffalo. In the event the Employer returns an employee to the Union who was deemed unqualified for his position the Employer will provide the Union with information outlining the reasons for such determination.

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 ninety (90) calendar days. 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 (15th) 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 (15th) day of the month following such deduction.

4:05 JOB STEWARDS

The Union may appoint its member/s who are qualified workers in their classification as Job Steward/s. The Union will notify the Employer in writing the names of the Job Steward/s appointed.

- (a) Job Steward/s shall be recognized by the Employer and shall be treated fairly and impartially. Steward/s shall be allowed time during working hours to perform the work of the Union but shall not abuse that privilege. There shall be one (1) Chief Job Steward appointed by the Union.
- (b) Job Steward/s will be selected based on their leadership qualities, maturity, ability to problem-solve, positive attitude and to uphold the spirit of cooperation between the Employer and the Union. It will be mandatory that all Job Stewards appointed must take the Job Steward Course, provided by the Union.
- (c) The Chief Job Stewards shall receive a premium of one dollar (\$1.00) per hour for all hours worked. This premium does not attract overtime.
- (d) Provided they are qualified, the Chief Job Steward(s) will be one of the last two employees laid off in their classification.

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 and layoffs take place; the following procedures and sequence for layoff shall be followed provided the remaining employees are qualified to perform the work required:

- (1) Permit holders first;
- (2) Travel cards next, and;
- (3) Good standing members, who are still in probationary stage with the Company, and;
- (4) Good standing members last.

Good standing members will be laid off based on discipline record and positive/negative: documented safety performance, skill, attendance and workplace behavior. If all of these factors are equal, seniority will be used to determine layoff sequence.

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

ARTICLE 5:00 - SUB-CONTRACTING

5:01 Definition of Sub-Contractor: A sub-contractor is a person or contractor who performs work at the project under a sub-contract from the Employer and that work, if done by the Employer, would have come under the terms of this Collective Agreement.

5:02 It is recognized by the Union that circumstances may require the use of sub-contractors on work covered under the terms of this Collective Agreement. The Employer agrees that if such circumstances arise, they shall notify the Union prior to the letting of any sub-contracts. Such notification shall be in the form of written notice to the Union Business Agent/Representative.

5:03 Employees of sub-contractors, as referred to in Clause 5:02, shall be employed under and in accordance with all of the terms and conditions of this Collective Agreement.

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 paragraph (d) below.

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

- (a) An aggrieved party shall within ten (10) days of the alleged violation submit their complaint in writing to the Chief Job Steward who shall endeavour to settle the complaint between the employee and the employee's immediate supervisor.
- (b) If the complaint is not then settled within five (5) days (excluding Saturdays, Sundays and Holidays) it may be referred to the Project Superintendent and an official representative of the Union.
- (c) If the complaint is not then settled within 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.
- (d) If the complaint is not then settled within seven (7) days (excluding Saturdays, Sundays and Holidays) it shall be referred to Arbitration. By mutual consent of the parties this time limit may be extended. The parties will attempt to jointly select a sole Arbitrator, failing which either party may request one be appointed by the Alberta Labour Relations Board. Each party shall bear one-half (½) of the expense of the Arbitrator.
- (e) If a grievance is not submitted or advanced from one step to another within the time limits the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end, except that the Union and the Employer may mutually agree to extend the time limits.
- (f) The Arbitrator shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the conclusion of the hearing. By mutual consent of the parties the time limits may be extended.

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

6:02 A probationary employee's discipline or termination may be the subject of a grievance up to Step No.3 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:** When the Employer utilizes employees not covered by existing classifications, 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 Arbitrator 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(a) Classifications

- Group 1 Senior Hydrovac Operator
- Group 2 Hydrovac Operator,
- Group 3 Hydrovac Operator Trainee
- Group 4 Senior Swamper
- Group 5 Swamper
- Group 6 Groundworker and/or Swamper Trainees

Hydrovac Operator Trainees will be promoted from Group 3 to Group 2 classification upon completion of their training, specifically defined as receiving a sign-off by a mentor; but will not exceed a time period of twelve (12) calendar months.

Groundworker and/or Swamper Trainees will be promoted from Group 6 to Group 5 classification upon completion of one thousand (1000) hours, or six (6) calendar months, whichever comes first.

7:03 Hourly Wage Rates

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

Effective May 1 st , 2022	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
Base Rate	\$41.54	\$39.53	\$36.71	\$34.30	\$27.90	\$26.01
Pension 10%	\$4.15	\$3.95	\$3.67	\$3.43	\$2.79	\$2.60
Health & Wellness	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75
Local 955 Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Vacation Pay 6%	\$2.49	\$2.37	\$2.20	\$2.06	\$1.67	\$1.56
Holiday Pay 4%	\$1.66	\$1.58	\$1.47	\$1.37	\$1.12	\$1.04
Gross Rate	\$51.69	\$49.28	\$45.90	\$43.00	\$35.33	\$33.06

On the first Sunday in May of 2023 and 2024 the base rate will increase by two- and one-half percent (2.5%) each year.

Health and Wellness is to be increased by five cents (\$0.05) per hour on the first Sunday in May in each year of 2023 and 2024.

7:04 Boot Allowance

All employees employed in classifications listed in Clause 7:02 will receive a boot allowance of ten cents (10¢) per hour for all hours worked, to a maximum of two hundred and twenty-five dollars (\$225.00) per year.

7:05 Shift Premium

Employees required working scheduled shifts which start between 4:00 P.M. and 5:00 A.M. shall receive a premium of two dollars (\$2.00) per hour on a straight time basis for all hours worked on such scheduled shifts.

7:06 Lead Hand Premium

The Employer may designate Lead Hands (with the agreement of the employee). When an employee is assigned as a Lead Hand, he shall be paid a premium as outlined below, payable at straight time rates for all hours worked.

Lead Hand one dollar fifty cents per hour (\$1.50/hr)

A Lead Hand is responsible for the correct completion of work but not for disciplinary action or other performance management activities, 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 such assignment is not considered to be a permanent position.

7:07 Training Premium

Employees selected to provide training to other employees shall receive a premium of one dollar (\$1.00) per hour on a straight time basis for all hours worked.

ARTICLE 8:00 - HOLIDAYS AND VACATION PAY & ENTITLEMENT

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	

When an employee works on any of the above Observed Holidays and is paid overtime pay of at least one and one-half (1.5) 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. Overtime earned for hours worked will be calculated at thirty-two (32) hours instead of forty (40).

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 straight time rate for all hours worked.

8:04 Vacation pay shall be credited to the employee at the rate of six percent (6%) of the straight time rate for all hours worked.

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

8:06 All employees covered under this Collective Agreement will qualify for at least two (2) weeks vacation after each year. Upon completion of five (5) years consecutive service and each year thereafter (breaks in employment of up to and including 90 days will count as continuous employment), all employees shall receive three (3) weeks vacation per year.

Vacation will be scheduled in one (1) week increments, beginning January 1st, with the most senior employees granted first vacation options. Employees are encouraged to indicate prioritization of requested vacation dates (i.e. "need these specific dates to attend daughter's wedding"). After employees have scheduled their first weeks vacation, then the second, and third weeks vacation approvals will be granted. Once the weekly scheduling process is completed on January 31st, additional vacation requests will be granted on a first come first serve basis. Vacation requests submitted in January will be given preference over those submitted with short notice.

All vacation requests shall be submitted in writing or by email to the appropriate supervisor for approval at least two (2) weeks before desired vacation is to start. Employees will be notified of approval/denial of request in writing or email within three (3) business days of submitting their request in writing or email.

Approval for vacation time will not be unreasonably withheld or denied, however the Employer will determine the number of employees in each classification who may be approved to take vacation during the same time period, based on customer requirements.

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.

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

- (a) Work week schedules may be required to provide a competitive and acceptable service to the mine or 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 (40) in a week, Sunday to Saturday.
- (b) Every employee will be assigned a shift schedule with regularly scheduled days off. Shift schedules shall be posted.

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

(b) Any employee who was available for work or worked on all of their regularly scheduled days of work, and who works on any of their scheduled day(s) off following their regular scheduled days of work, will be paid overtime for that time. If a regularly scheduled shift is cancelled due to weather or lack of work, the employee is eligible for overtime pay on the following days off.

(c) Any employee who was not available for work or did not work their regularly scheduled days of work (ie. employee calls in sick for one (1) or more regularly

scheduled shift(s), the employee will not be eligible for overtime pay for day's equivalent to missed days.)

- (d) Where the Employer changes an employee's shift schedule, resulting in the schedule having fewer days off than originally scheduled, then the originally scheduled days off shall be at overtime rates, in addition to any overtime that would ordinarily be paid on the new shift schedule. This would apply only for the transition period from one shift schedule to another. It is agreed that where the Employer provides at least two (2) days notice of the change in shift schedule, no penalty will be paid. The Employer shall endeavor to implement shift changes in a manner that minimizes the impact to the employee, which may include the use of transition shifts.
- (e) 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.

9:03 The employee's time shall commence when they reach their dry or marshalling area and shall end when they return to the dry or 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 four (4) hours or hours worked 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. The Employer will provide employees with an opportunity to sign up ahead of time for overtime opportunities that may arise. Employees who are on duty will be notified of overtime work no later than seven pm (7:00pm) the day before the overtime assignment; those who are not on duty will be informed by three pm (3:00pm) the day prior to the overtime assignment. Employees shall have the right to refuse overtime when an employee is called out or requested to work on a scheduled day off. However,

should an employee indicate that they are willing and available to work on a scheduled day off, they will be required to meet their commitment or be subject to disciplinary action.

10:03 If circumstances arise that there is no work available, three (3) hours notice shall be given 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 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 a detailed pay stub in a sealed envelope showing the hours worked, rate of pay, deductions, etc. within forty-eight (48) hours of the deposit.

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 The Employer and the Union shall establish a Group RRSP that employees may contribute to in their own account by payroll deduction, in an amount specified by the employee. The institution, plan and governing regulations will be mutually agreed upon by the Union and the Employer.

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 as defined in Clause 4:01, 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 forty-nine cents (\$0.49) per kilometer. The paid length of

the shift will not differ as a result of utilization of the project specific transportation system as opposed to Badger Infrastructure Solutions buses. The parties agree that in the event that the Client provided bussing is to be discontinued, then the parties shall meet in order to come to a reasonable solution to the transportation issue.

The Employer shall pay employees working at project sites north of Syncrude Base Plant who are using Client or Employer provided bussing a daily transportation (inconvenience) allowance as outlined in this Clause. On Client sites where the Employer is in operation as of the date of ratification the Employer will pay an inconvenience allowance corresponding to the allowance paid by each respective Client Owner to its own employees, but in no case less than the allowance Syncrude pays to its employees bussing to Aurora site each day. On Client sites where the Employer secures work following the date of ratification the Employer will pay an inconvenience allowance corresponding to the allowance paid by such Client Owner to its own employees. In the event that the Client Owner does not provide such an allowance to its employees, no allowance shall be paid to employees of the Employer either.

In the event of the use of a hot change on any project an inconvenience allowance of ten dollars (\$10.00) per day worked will be paid.

12:02 Suitable covered transportation daily from the camp to the work area and return, shall be provided.

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 Chief 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 Chief Job Steward shall play an active role in the camp committees in order to deal with any camp issues that may arise.

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.

The Employer shall make every effort to ensure that all mobile equipment has fully enclosed cabs with operating air conditioning and heating systems where conditions warrant. This will not apply to tree clearing equipment due to safety concerns.

14:02 The Employer shall provide reasonable protection from severe weather elements for all employees. When an employee is required to work in the rain, rainwear shall be supplied by the Employer. Such rainwear shall remain the property of the Employer and must be returned upon request by the Employer or upon termination of employment. Failing such return, the Employer is authorized to deduct the cost of the rainwear from the employee's pay.

Due to the nature of the work performed by bargaining unit employees, the Employer shall reimburse non-probationary employees up to a maximum of two hundred and fifty (\$250.00) dollars per year for the replacement of approved Personal Protective Equipment (PPE) / cold weather gear, which meets Company and customer standards, upon presentation of valid receipt.

14:03 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.

14:04 When an employee works in a higher hourly wage classification he shall be paid the higher rate for the entire half of the shift in which he works the higher classification.

14:05 Fresh bottled drinking water in approved sanitary coolers containers, and paper cups will be provided and placed at work sites in convenient locations on all jobs.

14:06 The Employer shall supply a clothes locker, gloves, wristlets, appropriate seasonal coveralls, and laundering of same to those employees employed in the hydrovac

operation. The gloves shall remain the property of the Employer and will be replaced without charge when worn out gloves are presented for exchange.

When work conditions dictate, Groundworkers will be supplied gloves and coveralls, as well as a clothes locker.

Any employee who is laid off, discharged or quits and who has been supplied gloves or coveralls which have not been returned, shall have the cost of these items deducted from their last pay cheque, provided the employee was assigned a lockable clothes locker. The Employer shall implement a sign-in/sign-out system for monitoring coveralls and gloves.

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 three (3) consecutive work days without providing a reason acceptable to the Employer shall be deemed to have abandoned his position and shall be treated as terminated.

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 - TRAINING

17:01 Employees training on any job classification will be paid one (1) classification below that job classification for a maximum of four hundred (400) hours. The training period may be shortened if the Supervisor certifies that the employee is fully qualified, or may be extended by mutual agreement of the Employer and the Union.

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 North American Standard Practice for Health, Safety and Environment, 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 Employers 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* workers 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 Canadian Model Alcohol and Drug Guidelines and Work Rule Version 5.0 - Effective October 8, 2014.
- 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 In this Collective Agreement words using the masculine gender include the feminine and neuter.
- 19:02 A Joint Labour-Management Committee consisting of representatives of the Employer and representatives of the Union shall be maintained. The Committee will meet periodically to discuss matters of mutual concern with a view to maintaining and improving effective labour-management relations between the Employer and the Union.
- 19:03 The Employer and the Union will cooperate in the implementation of First Nations employment and/or sub-contracting programs as appropriate. Any case of implementation of this Clause shall be subject to agreement of the Employer and the Union.

19:04 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.

19:05 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.

ARTICLE 20:00 - EMPLOYER CONTRIBUTIONS

20:01 Health and Wellness - The Employer shall pay the hourly rate provided for in Clause 7:03 for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended by the Trust Fund Trustees.

The Employer shall, not later than the fifteenth (15th) 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, delivered to or mailed to their office at 17603 – 114 Avenue, Edmonton, AB, T5S 2R9.

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** - Effective the first Sunday following the Date of Ratification by the Union of this Collective Agreement the Employer shall pay a rate equal to ten percent (10%) of each applicable base hourly rate of pay for each hour worked by each employee into the Operating Engineers Local 955 Pension Trust Fund.

The Employer shall, not later than the fifteenth (15th) 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, delivered to or mailed to their office at 17603 – 114 Avenue, Edmonton, AB, T5S 2R9.

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** – Effective the first Sunday following the Date of Ratification by the Union of this Collective Agreement the Employer shall pay the hourly rate provided in Clause 7:03 of the Collective Agreement for each hour worked by each employee into the Operating Engineers Local 955 Training Trust Fund.

The Employer shall, not later than the fifteenth (15th) 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 Training Trust Fund, delivered to or mailed to their office at 17603 – 114 Avenue, Edmonton, AB, T5S 2R9.

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 Training Trust 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.

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 the first Sunday following the Date of Ratification, except where otherwise noted, until April 30, 2025.

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 April 30, 2025. 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 27 day of April, 2022 on behalf of:

BADGER INFRASTRUCTURE SOLUTIONS LTD

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955



Paul Stevenson
Director of Operations

Chris Flett
Business Manager



~~Peter Clarke~~
Area Manager

WACIE M. WILSON
REGIONAL VICE PRESIDENT
WESTERN CANADA

Declan Regan
President



Pat Dunphy
Business Representative

LETTER OF UNDERSTANDING # 1

Between

BADGER INFRASTRUCTURE SOLUTIONS 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 application of Clause 3:06 of this Collective Agreement. Upon ratification April 14th, 2022, it was agreed that this Clause will not apply to monetary provisions of this Collective Agreement where the Employer has provided notice to the Union of a change in practice due, for example, to competitive pressures in the labour market. This change in practice will not be less than the provisions of the Collective Agreement.


SIGNED this 27 day of April, 2022 on behalf of:

BADGER INFRASTRUCTURE SOLUTIONS LTD

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955


Wade Wilson
Regional Vice President, Canada *WESTERN*


Chris Flett
Business Manager


Paul Stevenson
Regional Manager, AB Edmonton


Declan Regan
President


Pat Dunphy
Business Representative

AW

MEMORANDUM OF UNDERSTANDING

Between

BADGER INFRASTRUCTURE SOLUTIONS LTD

(hereinafter referred to as the Employer)

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

(hereinafter referred to as the Union)

During 2021 through 2022 negotiations the parties discussed the topic of the Letter of Understanding #2, which was negotiated and agreed upon by the Company and Union during the 2015 negotiations and reads as follows:

“During negotiations the parties discussed the topic of the implementation of newly negotiated classifications.

It was agreed that in the case of Senior Hydrovac Operator and Senior Swamper, all existing employees on the active roll of the Employer on the date of ratification as Hydrovac Operator or Swamper as of May 1st, 2015 would be grandfathered as Senior Hydrovac Operator and Swamper classification and wage rate. Employees hired or rehired after the date of ratification will be placed in the appropriate classification based on Clause 7.02 (a).”

The Company and Union agree to remove Letter of Understanding #2 from the 2021 Collective Agreement.

The Company agrees that no employee who was on the active payroll of the Employer as of May 1, 2015, who was grandfathered into the Senior Hydrovac Operator or Senior Swamper classification and wage rate at that time will be demoted after the ratification of the 2022 Collective Agreement. All employees grandfathered/protected following the 2015 ratification will continue to be protected/grandfathered, with rates and classifications remaining the same.

SIGNED this 27 day of April, 2022 on behalf of:

BADGER INFRASTRUCTURE SOLUTIONS LTD



Wade Wilson *WESTON*
Regional Vice President, Canada



Paul Stevenson
Regional Manager, AB Edmonton

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955



Chris Flett
Business Manager



Declan Regan
President



Pat Dunphy
Business Representative

LETTER OF UNDERSTANDING # 3

BADGER INFRASTRUCTURE SOLUTIONS LTD

(hereinafter referred to as the Employer)

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 955

RE: Hours of Work Averaging Arrangement; formerly known as the Compressed Work Week Schedule, for the Industrial Cleaning Services Project at the Suncor Site.

Whereas the parties discussed and agreed upon during bargaining an hours of work averaging arrangement for Employees working at the Suncor site.

Whereas stated in the Alberta Employment Standards Code, hours of work averaging arrangements must be in writing and specify the daily and weekly hours of work and specify the manner in which overtime will be calculated.

Therefore the parties agree as follows:

1. The Employees' work schedule will be seven on, commencing on Wednesdays, and seven days off, at twelve hours per day at straight time rates with a premium of three dollars (\$3.00) per hour for all classifications; see Appendix "A". Or alternatively, the Employees' work schedule will be five days on and 4 days off followed by four days on and five days off, at 12 hours per day at straight time rates with a premium of three dollars (\$3.00) per hour for all classifications, followed by four days on and five days off; see Appendix "B".
2. During 2022, hours will be averaged over thirty-five (35) weeks, which represents the remaining number of weeks in the year after effective date of the Agreement. In 2023 and each subsequent year thereafter, the number of weeks over which Employees' hours will be averaged is fifty-two (52) (an "Averaging Period").
3. The schedule of the daily and weekly hours for an Averaging Period (including average hours scheduled) is set out at Appendix "C". The Employer may amend this schedule with respect to the daily and weekly hours of work in order to give effect to paragraph 1 and to reflect the calendar year to which the schedule corresponds. The Employer will provide a reasonable amount of prior written notice to the Union and the Employees of any amendment to the schedule.



4. Overtime threshold – With respect to an Averaging Period, an Employee is entitled to overtime if their hours of work exceed:
 - a. twelve (12) hours per day (“Daily Overtime”); and
 - b. an average of forty-four (44) hours per week (“Averaging Period Overtime”).
5. For an Averaging Period, an Employee who has worked overtime under paragraph 4 will be paid overtime pay for the greater of the following:
 - a. the Employee’s total Daily Overtime hours (i.e., the total number of hours worked in excess of twelve (12) hours per day); and
 - b. the Employee’s total Averaging Period Overtime hours (i.e., the total number of hours as based on the average hours worked per week exceeding forty-four (44) hours per week).

For greater certainty, an Employee will not be paid overtime pay for the combination of both total Daily Overtime hours and total Averaging Period Overtime hours. Examples of the methodology for the calculation of the Hours Averaging Arrangement are contained in Appendix D

6. Overtime pay is calculated as one-and-one-half (1.5 times) an Employee’s regular wage rate.

If there is any conflict between the **Alberta Employment Standards Code** and/or any regulations enacted thereunder and this Agreement, the terms of the **Alberta Employment Standards Code** and any regulations enacted thereunder shall apply.

BADGER INFRASTRUCTURE SOLUTIONS LTD



Wade Wilson *WESTERN*
Regional Vice President, Canada



Paul Stevenson
Regional Manager, AB Edmonton

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955



Chris Flett
Business Manager



Declan Regan
President



Pat Dunphy
Business Representative

APPENDIX 'A'

BADGER INFRASTRUCTURE SOLUTIONS LTD.

7 days on - 7 days off

HWAA - (14-day rotation)

Wed	Thu	Fri	Sat	Sun	Mon	Tue
Days On	Days On	Days On	Days On	Days On	Days On	Days On
Wed	Thu	Fri	Sat	Sun	Mon	Tue
Days Off	Days Off	Days Off	Days Off	Days Off	Days Off	Days Off

APPENDIX 'B'

BADGER INFRASTRUCTURE SOLUTIONS LTD.

5 days on – 4 days off and 4 days on – 5 days off

HWAA - (18-day rotation)

Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu
Days On	Days On	Days On	Days On	Days On	Days Off	Days Off	Days Off	Days Off
Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Days On	Days On	Days On	Days On	Days Off	Days Off	Days Off	Days Off	Days Off



Appendix C: 2022 HWA- 5 on, 4 off, 4 on, 5 off

January	1							2							3							4							5							
	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10						
February	5					6					7					8					9															
	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28								
	0	0	0	0	0	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2									
March	9					10					11					12					13															
	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12	12	0	0	0	0	0					
April	14				15				16				17																							
	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
	12	12	12	12	12	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12						
May	18							19							20							21														
	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0					
June	22				23				24				25				26																			
	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	0	0	0	0	0	12						
July	27							28							29							30														
	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
	12	12	12	12	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12	12	12	0				
August	31						32						33						34						35											
	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	0				
September	36					37					38					39																				
	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
	12	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12						
October	40							41							42							43														
	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
	12	13	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12	12	0	0	0					
November	44					45					46					47					48															
	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
	0	0	12	12	12	12	12	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	12						
December	49					50					51					52																				
	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat	sun	mon	tue	wed	thu	fri	sat					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
	12	12	12	0	0	0	0	0	12	12	12	12	12	0	0	0	0	12	12	12	12	0	0	0	0	0	12	12	12	12	12					

Appendix C: 2022 HMAA- 5 on, 4 off, 4 on, 5 off

Week 1	43
Week 2	43
Week 3	43
Week 4	58
Week 5	24
Week 6	60
Week 7	43
Week 8	58
Week 9	58
Week 10	58
Week 11	60
Week 12	38
Week 13	58
Week 14	38
Week 15	43
Week 16	60
Week 17	38
Week 18	24
Week 19	43
Week 20	43
Week 21	43
Week 22	58
Week 23	24
Week 24	60
Week 25	43
Week 26	38
Week 27	58
Week 28	58
Week 29	60
Week 30	43
Week 31	24
Week 32	58
Week 33	43
Week 34	60
Week 35	58
Week 36	24
Week 37	43
Week 38	43
Week 39	60
Week 40	58
Week 41	24
Week 42	60
Week 43	43
Week 44	58
Week 45	58
Week 46	58
Week 47	60
Week 48	43
Week 49	24
Week 50	58
Week 51	43
Week 52	60

Total # Hours 2220

Avg. Hours Per 42.69