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**OVERBURDEN/MINE SUPPORT SERVICES**

**COLLECTIVE AGREEMENT**

Between

**NORTH AMERICAN MINING INC.**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,**

**LOCAL UNION NO. 955**

EFFECTIVE:

**November 28, 2010 to March 31, 2015**

10609. (04)

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**OVERBURDEN/MINE SUPPORT SERVICES  
COLLECTIVE AGREEMENT**

Between

**NORTH AMERICAN MINING INC.**

(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 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 Agreement with respect to rates of pay, hours of work and other working conditions.

This Agreement shall cover all bargaining unit employees as defined in Article 7:00 of this Agreement, of the Employer engaged in overburden removal performed for Oilsands mining and shall cover all employees engaged in reclamation, stockpiling of reclamation material, erosion protection; Construction and maintenance of roads (excluding paving and surfacing), drainage ditches; Construction of mine infrastructures; Excavation for installation and recovery of piezometers and slope indicators; Loading, hauling and disposal of by-products; Excavation for and installation of sewer, water and drainage lines; Processing of aggregates and gravel pit stripping; Construction of filter drains; Construction of dams' and containment berms; Grading of construction areas; Utility work, Ore hauling and any other work in the Oilsands industry except for all; Supervisory, Training personnel, office clerical and purchasing.

2:02 If any provision of this Agreement is in conflict with the laws or regulations of Canada or Alberta, such provision shall be superseded by such law or regulation.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 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 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 Agreement may be altered accordingly by mutual agreement of the Union 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 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 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. The Employer will give preference 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. 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.

Any employee hired by the Employer shall become a member of the Union following completion of his probationary period and maintain his membership in the Union as a condition of continued employment.

**4:02** Employees shall be subject to a mandatory probationary period of ninety (90) calendar days. This period may be extended by the Employer 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 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 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 15th day of the month following such deduction.

**4.05** (a) Job Stewards shall be recognized by the Employer and shall be treated fairly and impartially. Stewards shall be allowed time during working hours to perform the work of the Union but shall not abuse that privilege.

(b) The Union may appoint one of its members who is a qualified worker in their classification as Job Steward for each shift. It will be mandatory that all Job

Stewards appointed must have taken the Job Steward Course, provided for by the Union. The Union will notify the Employer in writing the names of the Job Stewards appointed. The Chief Job Steward(s) will be one of the last employees laid off in their classification. Job Stewards 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.

(c) There shall be one (1) Chief Job Steward appointed by the Union per site. The Chief Job Steward's training shall be provided by the Union. The Chief Job Stewards shall receive a premium of one (\$1.00) dollar per hour, for all hours worked.

4:06 The Business Agent is to have access to all projects covered by this 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 for approval.

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

4:08 On projects where circumstances have necessitated the hiring of Local 955 permit holders and layoffs take place, employees will be laid off based on skill and ability. Where the 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 Definition of Sub-Contractor: A sub-contractor is a person or contractor who performs work at the project under a subcontract from the Employer and that work, if done by the Employer, would have come under the terms of this 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 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 Job Steward on shift, and the Business Agent/Representative.

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

5:04 The Employer may subcontract without penalty work not consistently performed by the Employer, equipment warranty work, service contracts, survey work and specialized work. In addition the Employer may subcontract work without penalty to direct service providers who possess specialized skills not readily available. The parties further agree that mechanical, electrical and welding work not covered above may be subcontracted

and where these services are subcontracted, the Employer will remit the equivalent of union dues to the Union for each sub-contractor subcontracted in a given month. The use of sub-contractors is not intended to be used as a mechanism for laying off current employees.

## **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 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 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 settled within two (2) 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 three (3) 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 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 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 – Operations**

- Group 1 Crane Over 15 Ton Capacity,
- Group 2 Dragline, Shovel, Frontend Loader, over 10 cu.yd. capacity; Backhoe over 3 cu.yd. capacity. The operators on loading equipment with bucket capacities over 15 m<sup>3</sup>, Survey Instrument Persons; Finish Operator
- Group 3 Dragline, Shovel, Clam up to and including 10 cu.yd. capacity; Motor Scraper; Frontend Loader, 1 cu.yd. and up to 10 cu.yd. capacity; A-Frame; Grader; Off highway vehicle, 60 ton capacity and over; Crawler Tractor with attachments such as Dozer, Scraper, larger than D-4 or equivalent; Crane up to 15 ton; Backhoe up to and including 3 cu.yd. capacity;
- Group 4 Crawler Tractor with attachments such as Dozer, Scraper, up to and including D-4 or equivalent; Frontend Loader, up to 1 cu.yd. capacity; Dump Truck; Compaction equipment with attachments such as dozer blade; Off highway vehicle, under 60 ton capacity; Apprentice Survey Instrument Person; Rod and Chainperson; Bus or Van Driver
- Group 5 Oiler; Assistant operator; Water pump; Compressor; Mechanical heater; Tow tractor without attachments; Compaction equipment without attachments; Forklift; Flagperson; Labourer.



7.02(b) Classifications– Maintenance

- Group 1 Ticketed tradesperson employed as: Heavy Duty Equipment Technician, Automotive Technician, Welder, Machinist, Heavy Equipment Electrician, and Crane/Picker Operator over 10 ton
- Group 2 Serviceman 1; Tire Person 1 shall be paid an additional one dollar (\$1.00) per hour over the contract group rate
- Group 3 Serviceman 2; Tire Person 2; Lowboy; Highboy; Senior Warehouse/Receiver; Ticketed Partsman
- Group 4 Serviceman 3; Steam Cleaner; Tire Person 3; Intermediate Warehouse/Receiver
- Group 5 Maintenance Labourer; Entry Level Steam Cleaner

Where the Employer employs a Mechanic or Welder with Rig, it is understood that the arrangements for the use of the Rig do not fall under the terms of this agreement.

7:03 Hourly Wage Rates

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

| <b>First Sunday Following Date of Ratification by the Union<br/>November 28, 2010</b> | <b>Increase</b> | <b>Group 1</b> | <b>Group 2</b> | <b>Group 3</b> | <b>Group 4</b> | <b>Group 5</b> |
|---------------------------------------------------------------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| Base Rate                                                                             | 2.00%           | \$41.65        | \$38.33        | \$36.46        | \$31.64        | \$25.74        |
| Pension                                                                               | 10%             | \$4.17         | \$3.83         | \$3.65         | \$3.16         | \$2.57         |
| Health & Welfare                                                                      | \$0.05          | \$1.40         | \$1.40         | \$1.40         | \$1.40         | \$1.40         |
| Training Fund                                                                         | \$0.05          | \$0.05         | \$0.05         | \$0.05         | \$0.05         | \$0.05         |
| Vacation Pay                                                                          | 6%              | \$2.50         | \$2.30         | \$2.19         | \$1.90         | \$1.54         |
| Holiday Pay                                                                           | 4%              | \$1.67         | \$1.53         | \$1.46         | \$1.27         | \$1.03         |
| <b>Gross Rate</b>                                                                     |                 | <b>\$51.44</b> | <b>\$47.44</b> | <b>\$45.21</b> | <b>\$39.42</b> | <b>\$32.33</b> |

| <b>First Sunday in<br/>May, 2012<br/>May 6, 2012</b> | <b>Increase</b> | <b>Group 1</b> | <b>Group2</b>  | <b>Group3</b>  | <b>Group4</b>  | <b>Group 5</b> |
|------------------------------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| Base Rate                                            | 2.00%           | \$42.48        | \$39.10        | \$37.19        | \$32.27        | \$26.25        |
| Pension 10%                                          |                 | \$4.25         | \$3.91         | \$3.72         | \$3.23         | \$2.63         |
| Health & Welfare                                     |                 | \$1.40         | \$1.40         | \$1.40         | \$1.40         | \$1.40         |
| Training Fund                                        | \$0.01          | \$0.06         | \$0.06         | \$0.06         | \$0.06         | \$0.06         |
| Vacation Pay 6%                                      |                 | \$2.55         | \$2.35         | \$2.23         | \$1.94         | \$1.58         |
| Holiday Pay 4%                                       |                 | \$1.70         | \$1.56         | \$1.49         | \$1.29         | \$1.05         |
| <b>Gross Rate</b>                                    |                 | <b>\$52.44</b> | <b>\$48.38</b> | <b>\$46.09</b> | <b>\$40.19</b> | <b>\$32.97</b> |

| <b>First Sunday in<br/>May, 2013<br/>May 5, 2013</b> | <b>Increase</b> | <b>Group 1</b> | <b>Group 2</b> | <b>Group 3</b> | <b>Group 4</b> | <b>Group 5</b> |
|------------------------------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Base Rate</b>                                     | 2.00%           | \$43.33        | \$39.88        | \$37.93        | \$32.92        | \$26.78        |
| Pension 10%                                          |                 | \$4.33         | \$3.99         | \$3.79         | \$3.29         | \$2.68         |
| Health & Welfare                                     | \$0.05          | \$1.45         | \$1.45         | \$1.45         | \$1.45         | \$1.45         |
| Training Fund                                        |                 | \$0.06         | \$0.06         | \$0.06         | \$0.06         | \$0.06         |
| Vacation Pay 6%                                      |                 | \$2.60         | \$2.39         | \$2.28         | \$1.98         | \$1.61         |
| Holiday Pay 4%                                       |                 | \$1.73         | \$1.60         | \$1.52         | \$1.32         | \$1.07         |
| <b>Gross Rate</b>                                    |                 | <b>\$53.50</b> | <b>\$49.37</b> | <b>\$47.03</b> | <b>\$41.02</b> | <b>\$33.65</b> |

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| <b>First Sunday in<br/>May, 2014<br/>May 4, 2014</b> | <b>Increase</b> | <b>Group 1</b> | <b>Group2</b>  | <b>Group3</b>  | <b>Group4</b>  | <b>Group5</b>  |
|------------------------------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| Base Rate                                            | 2.00%           | \$44.20        | \$40.68        | \$38.69        | \$33.58        | \$27.32        |
| Pension 10%                                          |                 | \$4.42         | \$4.07         | \$3.87         | \$3.36         | \$2.73         |
| Health & Welfare                                     | \$0.05          | \$1.50         | \$1.50         | \$1.50         | \$1.50         | \$1.50         |
| Training Fund                                        | \$0.01          | \$0.07         | \$0.07         | \$0.07         | \$0.07         | \$0.07         |
| Vacation Pay 6%                                      |                 | \$2.65         | \$2.44         | \$2.32         | \$2.01         | \$1.64         |
| Holiday Pay 4%                                       |                 | \$1.77         | \$1.63         | \$1.55         | \$1.34         | \$1.09         |
| <b>Gross Rate</b>                                    |                 | <b>\$54.61</b> | <b>\$50.39</b> | <b>\$48.00</b> | <b>\$41.86</b> | <b>\$34.35</b> |

On the first Sunday (November 28, 2010) following Date of Ratification (November 24, 2010) by the Union all base hourly rates will increase by two percent (2%).

On the first Sunday in May of 2012 the base rate will increase by a minimum of two percent (2%), or the average increase of the Oilsands Mining Industry minus 1%, whichever is greater. This means the increase will be 2% or more.

On the first Sunday in May of 2013 and 2014, the base rate will increase by the greater of two percent (2%) or the average increase of the Oilsands Mining Industry.

In the event that the Employer and the Union are not able to agree as to the benchmark base rate increases or their weighting, either party may refer the issue to arbitration through Article 6:01 Grievance Procedure. In this case the Arbitrator will be restricted to addressing base rates only.

Effective the first Sunday following Date of Ratification by the Union the Health & Welfare contributions shall be one dollar and forty cents (\$1.40) per hour.

Health and Welfare is to be increased by five cents (\$0.05) per hour on the first Sunday in May in each year of 2013 and 2014.

Effective the first Sunday following Date of Ratification by the Union the Pension Fund contributions shall be ten percent (10%) of the employees hourly base rate of pay for all hours worked.

Effective the first Sunday following Date of Ratification by the Union Training Fund contributions shall be five cents (\$0.05) per hour.

Effective the first Sunday in May, 2012 the Training Fund contributions shall be six cents (\$0.06) per hour.

Effective the first Sunday in May, 2014 the Training Fund contributions shall be seven cents (\$0.07) per hour.

7:04 a) Tool Allowance:

All employees who are employed as a Ticketed or Apprentice Heavy Duty Equipment Technician or Automotive Service Technician shall receive a tool allowance of one (\$1.00) dollar per hour on a straight time basis for all hours worked.

All employees who are employed as a Ticketed or Apprentice Electrician, Welder or Serviceman shall receive a tool allowance of fifty (\$0.50) cents per hour on a straight time basis for all hours worked.

b) Boot Allowance

All employees employed in classifications listed in Article 7:02(b) as well as Operations Labourers 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 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.

7:06 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 Mechanic           | \$2.50/hr |
| Lead Hand Welder             | \$2.00/hr |
| Lead Hand Serviceman/Tireman | \$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 Equipment Operator Training Premium

Equipment Operators selected to provide training to other Operators 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

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   |                  |

Except for FOM work, 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.

8:02 The Employer may require employees to work on any of the above Holidays (Article 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 except for FOM work.

8:03 Holiday pay shall be credited to the employee and shall be calculated at four (4%) percent of the straight time rate for all hours worked.

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

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 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 the regularly scheduled days off following their regular scheduled days of work, will be paid overtime for that time.
- c) 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.

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 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. 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 the employees. If such notice is not given, the Employer shall pay reporting time as set out in Article 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 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 Article 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 kilometre. The paid length of the shift will not differ as a result of utilization of the project specific transportation system **as** opposed to North American 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 (November 24, 2010) 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 Article 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.
- 14:03 All employees covered by this 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 a ticketed tradesperson or apprentice (mechanic, welder or electrician) as a condition of employment, is required to carry a full complement of tools, he shall before starting work for the Employer, submit an inventory of tools which will be checked by the Employer. Upon acceptance, the Employer shall insure those tools and toolbox at the agreed value against fire and/or theft of the complete unit of tools while on the Employer's premises. The Employer shall be responsible for the repair of tools damaged on the job, or replace them with tools of equal value. The Employer responsibility for the previous sentence shall apply only in the case of employees who have been employed for a period of one (1) year or longer.
- 14:05 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.
- 14:06 Fresh bottled drinking water in approved sanitary coolers containers, and paper cups will be provided and placed at all fuelling stations in convenient locations on all jobs.
- 14:07 The Employer shall supply a clothes locker, gloves, wristlets, appropriate seasonal coveralls, and laundering of same to those employees employed in the servicing and repair of equipment. The gloves shall remain the property of the Employer and will be replaced without charge when worn out gloves are presented for exchange. This provision shall apply only to the following classifications:

Mechanics, Electricians, Machinists, Welders, Servicemen, Fuel truck drivers, Steam Cleaner operators, Tire Servicemen, Mechanic's and Welder's Helpers, and Maintenance Labourers.

When work conditions dictate, Operators and Labourers 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.

14:08 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.

#### **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 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, 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 - APPRENTICESHIP AND TRAINING**

17:01 Apprentices shall be paid in accordance with the appropriate regulations of the *Alberta Apprenticeship Act*, but in any case at a rate that is no lower than that of Group 5 covered in this Collective Agreement.

17:02 All apprentices shall acquire and maintain basic hand tools required to carry out their apprenticeship training.

17.03 Employees training on any job classification will be paid one 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. This does not apply to Ticketed Tradespeople.

17.04 The Employer and the Union agree that the indenturing and training of apprentices is important and whenever possible apprentices will be incorporated.

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

18:01 It is understood and agreed that the parties to this 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 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 In this 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 subcontracting 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 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 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 Agreement. Such discharge may be subject to grievance and arbitration.

## ARTICLE 20:00 - EMPLOYER CONTRIBUTIONS

- 20:01 **Health and Welfare** – Effective November 28, 2010, the first Sunday following Date of Ratification by the Union of this Agreement the Employer shall pay one dollar and forty cents (\$1.40) for each hour worked by each employee into the Operating Engineers Local 955 Health and Welfare Trust Fund. Effective May 1, 2013 this will increase to one dollar and forty-five cents (\$1.45). Effective May 1, 2014 this will increase to one dollar and fifty cents (\$1.50).

The Employer shall, not later than the fifteenth (15th) of each month, mail Health and Welfare 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 Welfare Trust Fund.

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

20:02 **Pension** - Effective November 28, 2010, the first Sunday following the Date of Ratification by the Union of this 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.

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 November 28, 2010, the first Sunday following the Date of Ratification by the Union of this Agreement the Employer shall pay five cents (\$0.05) for each hour worked by each employee into the Operating Engineers Local 955 Training Trust Fund Effective May 1, 2012 this will increase to six cents (\$0.06). Effective May 1, 2014 this will increase to seven cents (\$0.07).

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.

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 AGREEMENT**

21:01 Except as otherwise specified herein, the Agreement shall be in full force and effect as of Sunday November 28, 2010, the first Sunday following the Date of Ratification by the Union of this Agreement, until March 31, 2015 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 Agreement, request the other party to the Agreement to commence collective bargaining. Such notice shall be given by registered mail.

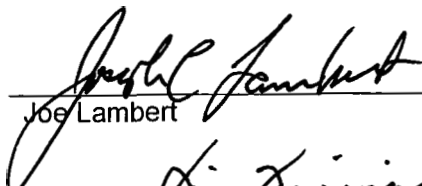
21:03 It being the intent of the parties to this Agreement that negotiations be concluded and a new Agreement signed prior to March 31, 2015. The parties agree that if no Agreement is reached by February 28, 2015, both parties shall apply for the services of a mediator immediately as provided for in the *Labour Relations Code*. 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 Agreement.


21:04 If notice has been given by the Union or the Employer this 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 Agreement shall make every effort to complete the procedures in the *Code* and conclude an Agreement prior to the expiry date.

SIGNED this 14 day of January, 2011 on behalf of:

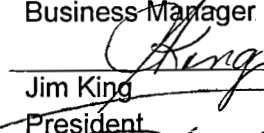
**NORTH AMERICAN MINING INC.**

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

  
\_\_\_\_\_  
Joe Lambert


  
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Bruce Moffatt  
Business Manager Financial Secretary

  
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Jim Finnigan

  
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Jim King  
President

  
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Stan Miller

  
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Bruce Kosmack  
Recording Corresponding Secretary

  
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Manny Galan

**LETTER OF UNDERSTANDING# 1**

Between

**NORTH AMERICAN MINING INC.**  
(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 Supervisory employees and their current status as members of the bargaining unit.

The parties agreed that effective November 28, 2010, the first Sunday following the date of ratification (November 24, 2010) all Supervisory employees will become out of scope and become part of management.


However, Foremen currently employed shall be grandfathered and given the option to remain as part of the bargaining unit. It is further understood by the parties that all Foremen hired after the date of ratification (November 24, 2010) of this Agreement shall be considered out of scope.

It is further agreed that existing Foremen electing to remain within the scope of the Collective Agreement will continue to receive no less than two dollars (\$2.00) per hour above the rate of the highest classification supervised.

SIGNED this 14 day of January, 2011 on behalf of:

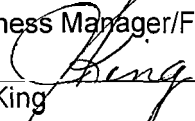
**NORTH AMERICAN MINING INC.**

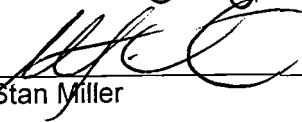
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955**

  
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Joe Lambert

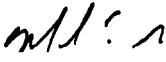
  
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Business Manager/Financial Secretary

  
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Jim Finnigan

  
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Jim King  
President

  
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Stan Miller

  
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Bruce Kosmack  
Recording Corresponding Secretary

  
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Manny Galan



**LETTER OF UNDERSTANDING# 2**

Between

**NORTH AMERICAN MINING INC.**  
(hereinafter referred to as the Employer)

and

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

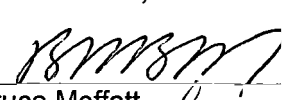
During negotiations the parties discussed the application of Article 3.06 of this Agreement. It was agreed that this clause will not apply to monetary provisions of this Agreement where the Employer has provided notice to the Union of a change in practice due, for example, to competitive pressures in the labour market. This change in practice will not be less than the provisions of the Collective Agreement.

SIGNED this 14 day of January, 2011 on behalf of:


**NORTH AMERICAN MINING INC.**

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

  
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Joe Lambert

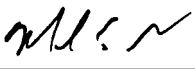
  
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Bruce Moffatt  
Business Manager/Financial Secretary

  
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Jim Finnigan

  
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Jim King  
President

  
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Stan Miller

  
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Bruce Kosmack  
Recording Corresponding Secretary

  
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Manny Galan

**LETTER OF UNDERSTANDING # 3**

Between

**NORTH AMERICAN MINING INC.**  
(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 implementation of newly negotiated classifications.

It was agreed that in the case of Servicemen and Tiremen, all existing employees on the active roll of the Employer on the date of ratification (November 24, 2010) would be grandfathered at their current classification and wage rate. Employees hired or rehired after the date of ratification will be placed in the appropriate classification based on their skill and ability.

SIGNED this 14 day of January, 2011 on behalf of:

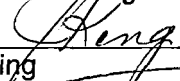
**NORTH AMERICAN MINING INC.**

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


  
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Joe Lambert

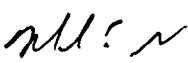
  
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Bruce Moffatt  
Business Manager/Financial Secretary

  
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Jim Finnigan

  
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Jim King  
President

  
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Stan Miller

  
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Bruce Kosmack  
Recording Corresponding Secretary

  
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Manny Galan

**LETTER OF UNDERSTANDING # 4**

Between

**NORTH AMERICAN MINING INC.**

(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 Oil Sands Average wage adjustment applied on the first Sunday in May of each of the years 2012, 2013 and 2014. It was agreed that in arriving at the final increase to be applied in a given year the general wage increase applied to the relevant workforce of the Employers listed below for the 12 months ending May 1<sup>st</sup> of the current year would be averaged to determine the Oil Sands average wage increase for that year.

Employers included in the calculation of the market average include:


- Peter Kiewit, K2, Ledcor CMI
- Suncor Energy, Shell (Albian), CNRL, Syncrude
- Any other unionized contractor that enters the Fort McMurray overburden/earth moving market
- Any other non-union contractor that enters the Fort McMurray overburden/earth moving market for which general wage increase data is available

It is further agreed that if any of the above employers provide market adjustments beyond the general wage increase such adjustments will not be factored into the above calculations. For example, if one of the project owners provides a 3% general increase to all classifications but also offers a further 10% increase to a particular group of employees, such adjustment will not be used in determining the Oil Sands Average under Article 7.03 of this Agreement.

SIGNED this 14 day of January, 2011 on behalf of:

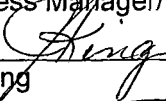
**NORTH AMERICAN MINING INC.**

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

  
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Joe Lambert

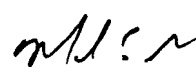
  
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Stan Miller

  
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Bruce Kosmack  
Recording Corresponding Secretary

  
\_\_\_\_\_  
Manny Galan

**LETTER OF UNDERSTANDING # 5**

Between

**NORTH AMERICAN MINING INC.**

(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 travel costs for non-local employees. It was agreed that employees who are non-residents of the Regional Municipality of Wood Buffalo who are required to travel from their home location to Wood Buffalo to work for the Employer may receive a T2200 - Declaration of Conditions of Employment.

To be eligible to receive a T2200 the employee must provide the Employer with a completed TD4, Declaration of Exemption – Employment at a Special Work Site, and meet all of the conditions to qualify for a T2200. If the employee provides a completed TD4 and meets all of the requirements, the Employer will provide a T2200 to the employee prior to the income tax filing deadline for each applicable year. It is expressly agreed that the Employer is not responsible for any income tax liability of the employee relating to his eligibility to claim travel expenses, or ineligibility thereto.


For further clarity, the parties agree that the Employer will have no liability aside from the provision of a T2200 under the terms noted above.

SIGNED this 14 day of January, 2011 on behalf of:

**NORTH AMERICAN MINING INC.**


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

  
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Joe Lambert


  
\_\_\_\_\_  
Bruce Moffatt  
Business Manager/Financial Secretary

  
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Jim Finnigan

  
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Jim King  
President

  
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Stan Miller

  
\_\_\_\_\_  
Bruce Kosmack  
Recording Corresponding Secretary

  
\_\_\_\_\_  
Manny Galan

**LETTER OF UNDERSTANDING # 6**

Between

**NORTH AMERICAN MINING INC.**  
(hereinafter referred to as the Employer)

and


**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955**  
(hereinafter referred to as the Union)


During negotiations the parties discussed the topic of the ability of the Union to impact the competitiveness of the Employer by offering labour terms and conditions to competing contractors that are less expensive than those provided for in this Agreement. The Union agreed that in the event a competing contractor was provided more competitive terms, conditions or rates of pay those same terms, conditions or rates of pay will automatically apply to this Employer also. For purposes of this Letter of Understanding "competing contractors" shall be defined as overburden/earth moving contractors performing work of a similar nature.

SIGNED this 14 day of January, 2011 on behalf of:

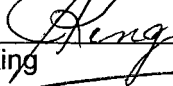
**NORTH AMERICAN MINING INC.**

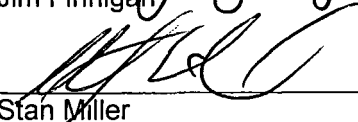
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955**

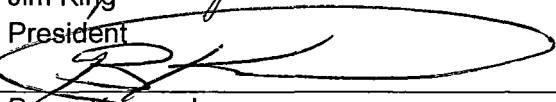
  
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Joe Lambert

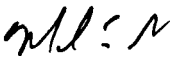
  
\_\_\_\_\_  
Bruce Moffatt  
Business Manager/Financial Secretary

  
\_\_\_\_\_  
Jim Finnigan

  
\_\_\_\_\_  
Jim King  
President

  
\_\_\_\_\_  
Stan Miller

  
\_\_\_\_\_  
Bruce Kosmack  
Recording Corresponding Secretary

  
\_\_\_\_\_  
Manny Galan

**SERVICEMEN & WELDERS REQUIRED TOOL LIST**

- 1.....2 lb. ball peen hammer
- 1..... 8" crescent wrench
- 1..... 12" crescent wrench
- 1.....Set of screw drivers (six assorted)
- 1..... Pair of pliers
- 1..... Chisel
- 1..... Punch
- 1..... Set of combination wrenches from 1/2" to 1 1/8" inclusive
- 1..... Set of 1/2" drive sockets from 3/8" to 1" inclusive  
together with ratchet & flex handle
- 1.....Tool box with **lock**
- 1..... Standard 3/4" Drive Set
- 1..... Filter Wrench (Auto) Serviceman
- 1..... Filter Wrench (Cat) Serviceman
- 1..... Chipping Hammer - Welder
- 1..... Measuring Tape - Welder

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