

OVERBURDEN/MINE SUPPORT SERVICES

COLLECTIVE AGREEMENT

Between

NORTH AMERICAN MINING INC.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL UNION NO. 955

EFFECTIVE:

July 26, 2015 to April 30, 2020

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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 Collective Agreement shall be to record the agreement of the parties arrived at through negotiations as to terms and conditions of employment relating to rates of pay, hours of work and other working conditions of employees, to provide a method of settlement of disputes and grievances, and to maintain a harmonious relationship between the Employer and its employees.
- 1:02 In this Collective Agreement words using the masculine gender include the feminine and neuter.

ARTICLE 2:00 - SCOPE

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

The Collective Agreement shall cover all employees of the Employer except Supervisory, Training Personnel, office, and clerical engaged in Oilsands mine development, operation, maintenance and reclamation.

- 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of this Collective Agreement is in conflict with the laws or regulations of Canada or Alberta, such provision shall be superseded by such law or regulation.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 and the Employer, following consultation with the Union members and the Employer's negotiating committee, based on a mutually agreed time period.
- 3:04 Non-bargaining unit employees shall not perform work normally assigned to employees of the bargaining unit. However, it is recognized that there will be occasions such as in emergency situations or for purposes of investigation or inspection, instruction or demonstration purposes, in experimental and developmental work, critical start-up or shut down periods, or to improve productivity and effectiveness of the operation that it may be necessary from time to time for non-bargaining unit employees to do work in cooperation with bargaining unit employees. However if a non-bargaining unit employee is required in any of the above circumstances it is understood that no bargaining unit employee shall be displaced as a result, nor suffer any loss of wages from regularly scheduled hours.
- 3:05 It is agreed that any of the terms of this Collective Agreement may be modified on a project-by-project basis by mutual written agreement of both parties. Where project-specific terms have been agreed to for a specific project, they shall be binding only on that project and subject to renewal for subsequent projects.
- 3:06 This Collective Agreement represents the entire agreement between the parties and there are no enforceable oral or other agreements (written or otherwise) or practices which are not contained herein.

ARTICLE 4:00 - UNION RIGHTS

- 4:01 The Union and Employer will cooperate in maintaining a desirable and competent workforce. To that end, the Employer agrees to provide, (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 posting, the Employer may reduce the requirements and repost with the Union. Employees hired by the Employer must register with the Union and obtain a dispatch slip 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 four hundred (400) hours. This period may be extended by mutual agreement of the Employer and the Union where it is deemed by the Employer that additional time is required to assess an employee's competency or fit with his role. The Union agrees that such extension will not be unreasonably withheld. Employees rehired within twenty-four (24) months will not be required to serve an additional probationary period.
- 4:03 All employees shall be required to pay an amount equal to Union dues during their term of employment. The Employer shall deduct this amount from the employee's wages by the first payday after commencement of employment and thereafter on the first payday of each month. All dues so collected shall be remitted to the Union, together with a list of employees concerned, not later than the fifteenth (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 one (1) of its members who is a qualified worker in their classification as Job Steward for each shift. The Union will notify the Employer in writing the names of the Job Stewards appointed. The Employer and the Union will endeavor to ensure that there is a Job Steward working on each crew of six (6) or more members when available, provided that the Job Steward is a qualified Steward and is qualified to perform the work required.

- (a) The Union will notify the Employer in writing the names of the Job Stewards appointed. 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. There shall be one (1) Chief Job Steward appointed by the Union per site.
- (b) 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. 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 he is qualified, the Chief Job Steward(s) will be the last employee laid off in their classification. Shift Job Stewards will be one of the last two (2) employee(s) 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 last.

Good standing members will be laid off based on discipline record and positive/negative: documented safety performance, skill, attendance and workplace behavior.

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 subcontract 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 Job Steward on shift, and the 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.
- 5:04 The Employer may sub-contract without penalty work not consistently performed by the Employer, equipment warranty work, service contracts, survey work and specialized work. In addition the Employer may sub-contract 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 sub-contracted and where these services are sub-contracted, the Employer will remit the equivalent of union dues to the Union for each sub-contractor sub-contracted 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 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 an Arbitration Board. By mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) member appointed by the Union and a neutral Chairperson appointed by the members. Each party shall bear the expense of their appointee and the expense of the Chairperson shall be shared equally by the parties.
- (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) If either party fails to appoint a member or if the appointed members cannot agree on a neutral Chairperson, such appointments shall be made in accordance with the *Alberta Labour Relations Code*.
- (g) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairperson. By mutual consent of the parties the time limits may be extended.

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

6:02 As an alternative procedure to that outlined, commencing with Clause 6:01 (d) the following procedure shall be used if mutually agreed in writing between the Employer and the Union.

- (a) The steps prescribed in Clause 6:01 (a), (b) and (c) shall apply.
- (b) If the matter of complaint is not then settled within seven (7) days (excluding Saturdays, Sundays, and Holidays), it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.
- (c) Should the Employer and the Union fail to agree on the appointment of a single Arbitrator, the appointment shall be made by the Minister of Labour.

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

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

- 6:03 The parties may, upon mutual agreement, refer any outstanding grievance to the **Canadian Joint Grievance Panel** process as outlined in the agreed Procedures for **Schedule 1** and **Schedule 2** hearings that form a part of this Collective Agreement. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.
- 6:04 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 Arbitration Board as provided in the grievance procedure. The wage rate established shall become effective on the date upon which notice is given to commence negotiations.

7:02 (a) **Classifications – Operations**

- Group 1 Crane/Boom Truck Over 10 Ton Capacity;
- Group 2 Shovel, Frontend Loader, over 10 cu. yd. capacity; Excavator over 3 cu.yd. capacity; Operators on loading equipment with bucket capacities over 15 m³, Senior Surveyor; Finish Operator;
- Group 3 Shovel, Clam up to and including 10 cu. yd. capacity; Motor Scraper; Frontend Loader, 1 cu. yd. and up to 10 cu.yd. capacity; Grader; Fixed

Frame and Articulating Dump Truck 60 ton capacity and over; Crawler Tractor with attachments such as Dozer, Scraper, larger than D-4 or equivalent; Crane/Boom Truck up to 10 ton; Excavator up to and including 3 cu. yd. capacity; Intermediate Surveyor; Qualified bus and van drivers (when transporting employees);

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; Fixed Frame and Articulating Dump Truck under 60 ton capacity; Compaction equipment with blade; Junior Surveyor;

Group 5 Tow tractor; Compaction equipment without attachments; Forklift; Flagperson; Skilled Ground Worker;

Group 6 Intermediate Groundworker;

Group 7 Entry Level Groundworker.

(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 Skilled Maintenance Labourer; Entry Level Steam Cleaner

Group 6 Intermediate Maintenance Labourer

Group 7 Entry Level Maintenance Labourer

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 Collective Agreement.

7:03 Hourly Wage Rates

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

Effective Date 2015	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
Base Rate	\$41.65	\$38.32	\$36.46	\$31.63	\$25.74	\$24.75	\$24.00
Pension (10%)	\$4.46	\$4.10	\$3.90	\$3.39	\$2.76	\$2.48	\$2.40
Health & Wellness	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Training	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07
Vacation Pay (6%)	\$2.50	\$2.30	\$2.19	\$1.90	\$1.54	\$1.49	\$1.44
Holiday Pay (4%)	\$1.67	\$1.53	\$1.46	\$1.27	\$1.03	\$0.99	\$0.96
Gross Rate	\$51.85	\$47.82	\$45.58	\$39.76	\$32.64	\$31.28	\$30.37

On the first Sunday in May of 2016, 2017, 2018 and 2019 the base rate will increase by the average percentage (%) change in the Alberta “All Items” Consumer Price Index (CPI) calculated over the period from January 1 to December 31 of the prior calendar year. A percentage (%) change that is equal to zero (0) or less will result in no change to the base rates for the current year. The CPI shall be that published at: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm>

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 dollar (\$1.00) 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 cents (\$0.50) per hour on a straight time basis for all hours worked.

(b) Boot Allowance

All employees employed in classifications listed in Clause 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, following the mandatory probation period.

7:05 Night Shift Premium

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

7:06 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	

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

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

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.
 - (c) The company will attempt to distribute hours of work and overtime equitably among the employees who normally perform the work.
- 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 designated days off (DDO).
 - (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 shifts), the employee will not be eligible for overtime pay on the following designated days off (DDO) for day's equivalent to missed days, subject to overtime will be paid for hours worked over eight (8) in a day, forty (40) in a week.
 - (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.

- 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. 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 Clause 10:01.

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

ARTICLE 11:00 - PAY DAYS

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

11:02 The employee shall be provided in their workplace with 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.

11:06 Correction of Errors in Payment

(a) Underpayments

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

(b) Overpayments

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

ARTICLE 12:00 - TRANSPORTATION

12:01 On projects where the client provides daily bussing service from the City site of Fort McMurray to the project site the Employer will provide access to such bussing for the employees. Where the client does not provide bussing service for projects designated

as within reasonable daily commuting distance from the City site of Fort McMurray 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 fifty-one cents (\$0.51) 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 corresponding to the allowance paid by each respective 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.

13:03 In the event that an employee is on days off or away from camp, and is notified that he is being laid off according to the layoff procedure; all personal belongings will be packed and itemized by a Job Steward and Employer Representative and shipped to the employee's home address by the Employer at the earliest convenience with no cost incurred by the employee. If an employee is laid off and vacates their camp room, any

remaining personal items will be deemed abandoned, and will be disposed of. All camp room clean outs will include a Job Steward.

ARTICLE 14:00 - WORKING CONDITIONS

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

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

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

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 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 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. The Employer agrees to give the employee two (2) days' notice prior to moving classifications.

ARTICLE 15:00 - ABSENCE FROM WORK

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

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

15:02 The parties recognize that attendance at work by employees is important to the efficient operation of the Employer's business. Any undue or habitual absenteeism shall be cause for discipline of the employee including discharge.

15:03 An employee who is absent without leave for a period of two (2) consecutive work days without providing a reason acceptable to the Employer shall be deemed to have abandoned his position and shall be treated as voluntarily quit.

15:04 The Employer, the employee and the Union have an ongoing obligation to cooperate in an effort to facilitate the early return of the employee to his job after illness or injury, which will require a regular review of his functional abilities including functional abilities assessments as and when requested by the Employer. It is agreed that employee participation in the Employer's modified work program is mandatory. The parties agree that an employee's failure to cooperate in the accommodation process may result in disciplinary action up to and including termination.

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

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

ARTICLE 16:00 - BEREAVEMENT LEAVE

16:01 Bereavement leave with pay will be granted to a maximum of thirty-six (36) regularly scheduled hours at straight time rates in case of death in an employee's immediate family provided that the employee is directly involved in making funeral arrangements or attending the funeral. Immediate family shall include the employee's mother, father, brother, sister, spouse, common law partner (regardless of gender), children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren and grandparents. The employee must return to work to qualify for payment and the Employer reserves the right to request satisfactory evidence of attendance at the funeral or involvement in making the funeral arrangements.

ARTICLE 17:00 - 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 (1) classification below that job classification for a maximum of four hundred (400) hours. The training period may be shortened if the Supervisor or Trainer certifies that the employee has been signed off and is fully qualified, or may be extended by mutual agreement of the Employer and the Union. This does not apply to Ticketed Tradespeople.
- 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 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 Employer's right to make and enforce other workplace rules that impose additional or higher standards in relation to drug and alcohol use or the testing for same, providing such additions and standards are consistent with current legislative guidelines within the Province of Alberta.
- 18:02 It is agreed that as per the *Occupational Health and Safety Act* 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 A Joint Labour-Management Committee consisting of representatives of the Employer and representatives of the Union shall be maintained. The Committee will meet quarterly to discuss matters of mutual concern with a view to maintaining and improving effective labour-management relations between the Employer and the Union.

19:02 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.

19:03 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.

19:04 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 one dollar and fifty cents (\$1.50) for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund.

Health and Wellness is to be increased by five cents (\$0.05) per hour worked on the first Sunday in May in each year of 2016, 2018 and 2019.

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.

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

20:02 **Pension** - The Employer shall pay a rate equal to ten percent (10%) of each applicable base hourly rate of pay for 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.

Pension contributions will be red-circled at the rates as of May 4, 2014 until the rate equal to ten percent (10%) of each applicable base hourly rate of pay exceeds the May 4th, 2014 red-circled amount at which time the pension shall be calculated at ten percent (10%) of base rate.

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

The Employer shall, not later than the fifteenth (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 COLLECTIVE AGREEMENT

- 21:01 Except as otherwise specified herein, the Collective Agreement shall be in full force and effect as of July 26, 2015 until April 30, 2020, and from year to year thereafter except as hereinafter provided.
- 21:02 The Union or the Employer may, not less than thirty (30) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Collective Agreement, request the other party to the Collective Agreement to commence collective bargaining. Such notice shall be given by registered mail.
- 21:03 It being the intent of the parties to this Collective Agreement that negotiations be concluded and a new Collective Agreement signed prior to April 30, 2020. 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 14 day of August, 2015 on behalf of:

NORTH AMERICAN MINING INC.



Barry Palmer, Vice President, Heavy
Construction & Mining



Manny Galan, Director, Human
Resources

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



Bruce Moffatt, Business Manager



Mike Bourgeois, Vice President

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, 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 November 28, 2010 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 August, 2015 on behalf of:

NORTH AMERICAN MINING INC.



Barry Palmer, Vice President, Heavy
Construction & Mining

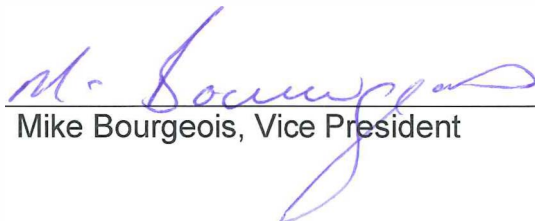
**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955**



Bruce Moffatt, Business Manager



Manny Galan, Director, Human
Resources



Mike Bourgeois, Vice President

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 Collective 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 August, 2015 on behalf of:

NORTH AMERICAN MINING INC.



Barry Palmer, Vice President, Heavy Construction & Mining

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955



Bruce Moffatt, Business Manager



Manny Galan, Director, Human Resources



Mike Bourgeois, Vice President

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 Clause 3:06 of this Collective Agreement. 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 ____ day of _____, 2015 on behalf of:

NORTH AMERICAN MINING INC.

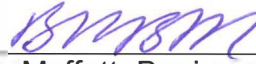


Barry Palmer, Vice President, Heavy
Construction & Mining

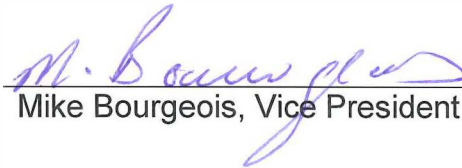


Manny Galan, Director, Human
Resources

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



Bruce Moffatt, Business Manager



Mike Bourgeois, Vice President

LETTER OF UNDERSTANDING # 3

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 Collective 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 August, 2015 on behalf of:

NORTH AMERICAN MINING INC.



Barry Palmer, Vice President, Heavy
Construction & Mining

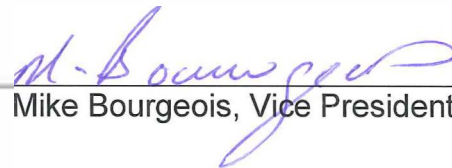
**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955**



Bruce Moffatt, Business Manager



Manny Galan, Director, Human
Resources



Mike Bourgeois, Vice President

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

SIGNED this 14 day of August, 2015 on behalf of:

NORTH AMERICAN MINING INC.



Barry Palmer, Vice President, Heavy
Construction & Mining

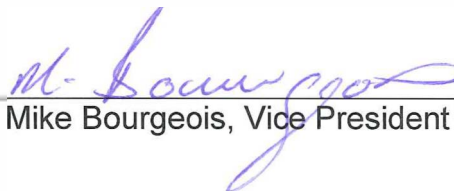
**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 955**



Bruce Moffatt, Business Manager



Manny Galan, Director, Human
Resources



Mike Bourgeois, Vice President

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