

# MEMORANDUM OF AGREEMENT

- between -

**O.J. INDUSTRIAL MAINTENANCE**  
A division of O.J. PIPELINES CANADA  
An Alberta Limited Partnership

-and -

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

RECEIVED

**Term: January 1, 2008 to December 31, 2010**

13855(01)

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# COLLECTIVE AGREEMENT

by and between

**O.J. INDUSTRIAL MAINTENANCE**  
**A division of O.J. PIPELINES CANADA**  
**An Alberta Limited Partnership**

(hereinafter referred to as the "Employer")

- and -

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

(hereinafter referred to as the "Union")

on behalf of all employees represented by the Union under the terms of this Collective Agreement

(each of which employees is hereinafter referred to as the "employee")

**WHEREAS**, the representatives of the above noted parties have bargained collectively pursuant to the provisions of the *Alberta Labour Relations Code*, and

**WHEREAS**, pursuant to the terms of the said *Code*, the terms of a Collective Agreement have now been agreed and ratified or otherwise established,

**NOW THEREFORE** this Agreement witnesseth that the terms of the Collective Agreement between the Parties are as follows:

## ARTICLE 1.00 - PURPOSE

**1.01** The purpose of this Agreement is to assist in stabilizing the industry, improving the trade, promoting peace and harmony

between the Employer and the Employees and providing efficient service to the client.

## **ARTICLE 2.00 – SCOPE**

- 2.01**
- (a) The provisions of this Collective Agreement shall apply to the **Suncor** site, or such other sites as may be mutually agreed between the Union and the Employer.
  - (b) Industrial Maintenance Work shall include but not necessarily be limited to:
    - Natural gas pipeline under **24**” in diameter;
    - Oil pipelines under 24” in diameter;
    - Fuel pipelines;
    - Condensate pipelines;
    - Water pipelines;
    - Slurry pipelines including bitumen, diluted bitumen, and tailings;
    - S.A.G.D. piping systems;
    - Pipe assemblies and components;
    - Lowering, removal and replacement of existing pipelines;
    - Corrosion repair of existing pipelines;
    - Hydrostatic/pneumatic testing of pipelines;
    - Casing installation and removal;
    - Hot tapping.
  - (c) The parties recognize that the work covered herein requires the use of mixed crews. Supervisor’s areas of responsibility and composite crew make-up will be discussed and agreed upon at the sole discretion of the Business Manager for OE Local Union No. 955 and the representative of the Employer.

Employees shall take direction from supervision, which may be in charge of several crews, and they may be assigned to any aspect of the work. An employee may be utilized to perform a variety of tasks provided such employee is qualified to perform such tasks and no employee's hourly rate shall be lowered from the rate at which he was hired. OE Local Union No. 955 agrees to cooperate with the Employer in every respect in order that the work is conducted in a most safe and expedient manner.

## **2.02 Special Projects**

The Parties share a commitment towards the enhancement and retention of the share of the market performed by Employers and employees who are bound by this Agreement. It is understood that certain provisions of the Collective Agreement may not be appropriate in the competition for and execution of certain projects. Accordingly, "special needs" in respect to any given project shall be addressed by the Parties.

For the purposes of this article, "special needs" shall include specific owner/client requirements, competitive circumstances and/or workforce supply and demand circumstances.

## **ARTICLE 3.00 – UNION RIGHTS**

- 3.01** (a) The Employer agrees to engage employees only through the services of union dispatch facilities. The parties recognize that the work covered herein will require workers typically employed in the pipeline sector, and as such, the Employer shall be permitted to select fifty percent (50%) of the required journeymen and apprentices from the list of all unemployed OE Local Union No. 955 members in good standing and if not available, from anywhere.
- (b) Reasonable usage of local and aboriginal manning, including skilled operators, may be utilized at the sole discretion of the Employer, but under no circumstances shall an individual be assigned work for which she/he is not qualified.
- 3.02** The Employer shall deduct regular monthly union dues from the first pay period in each month from all employees and all

employees shall, as a condition of employment, consent to such deduction.

**3.03** Initiation fees, reinstatement fees and back dues, as evidenced by a signed authorization from the employee, shall be deducted by the Employer on a monthly basis.

**3.04** Monies deducted in accordance with Articles **3.02** and **3.03** above, shall be remitted to the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, together with a list showing the amount deducted from each employee.

**3.05** The Business Agent is to have access to all jobs covered by this Agreement after first notifying the Superintendent or person in charge, having due regard to project rules and safety regulations.

**3.06** The Union shall have the right to post notices at the designated places on the job. All such notices must be signed by the proper officer of the Local Union and, except for meeting notices and training schedules, submitted to the management of the Employer for his approval.

**3.07** Job Steward(s) shall be recognized by the Employer and shall be treated fairly and impartially. The Job Steward(s) shall be allowed time during working hours to perform the work of the Union but shall not abuse that privilege. The Union may appoint one of its members who is a qualified workman in his classification as Job Steward for each shift. For the purposes of the Clause, the Employer shall be required to deal only with the Chief Steward. The Union will notify the Employer in writing of the names of the Job Stewards appointed.

Where possible, a person appointed as a Job Steward shall receive training respecting the Job Steward duties.

**3.08** The Job Steward shall be one of the last two (**2**) employees laid off in his classification. The Union shall be notified immediately if the Job Steward is terminated.

At no time shall the Job Steward be discriminated against.

**3.09** 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:

- (1) permit holders first;
- (2) members in good standing second.

## ARTICLE 4.00 - SUB-CONTRACTORS AND OWNER-OPERATORS

**4.01**        **Definition:** A sub-contractor is a person or contractor who performs work at the job site that, if done by the Employer, would have come under the terms of the Agreement.

**4.02**        (a)        The Employer shall engage only those sub-contractors that agree to be bound by the terms and conditions of this Agreement if the sub-contractor is performing work that falls within the scope of this agreement and the employees of the Employer normally perform such work. For work that falls outside the scope of this agreement or that the employees of the Employer do not normally perform, the Employer may subcontract to any contractor.

The Employer agrees to notify the Union of the name of such sub-contractors prior to the sub-contractor commencing work on the project.

(b)        The Employer shall be responsible for the enforcement of this Article.

(c)        This Article does not apply to **bona fide** warranty work.

**4.03**        (a)        Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. Where an owner-operator performs work for which he has been engaged and he works beyond five (5) consecutive working days, he shall thereafter be entitled to all of the provisions of this Agreement. The Employer shall remit Union dues and Trust Fund contributions on behalf of such owner-operators to the Union and Trust Funds. These owner-operators shall then apply to become Union members in order to access the benefit plans.

(b)        The expression owner-operator may include any person in the job classification of mechanic, welder or serviceman, or any person who actually owns and/or provides more than one (1) machine within the classifications of this Agreement.

(c)        The service, maintenance and repair of all hoisting and portable machines, boilers and engines shall be performed by persons employed under the terms of this Agreement,

whether owned, leased or rented (excepting only that bona fide warranty service will be recognized).

## **ARTICLE 5.00 - NO STRIKES OR LOCKOUTS**

**5.01** The Employer agrees that there shall be no lockout during the term of this Agreement.

The Union agrees that there be no strike, stoppage of work, slow down or work to rule or other collective action which would stop or interfere with the Employer's operations during the term of this Agreement.

## **ARTICLE 6.00 - MANAGEMENT RIGHTS**

**6.01** Subject only to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its business and the direction of the working forces, including the right to hire and select workmen, promote and/or transfer any employee or to 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.

Management of the Company and the direction of the working forces are vested solely and exclusively in the Company and shall not be abridged, except by specific restrictions as set forth in this Agreement. The Management's rights as set out herein should not be deemed to exclude the other rights of Management at common law.

**6.02** Employees who are working or are offered the number of hours of employment provided by this Agreement shall not engage in any other employment at their trade for remuneration.

**6.03** No Agreement different than the existing Agreement shall be signed by the Union with any other Employer within the scope of this Agreement.

## **ARTICLE 7.00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT**

**7.01** It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the



*Occupational Health and Safety Act* and any refusal on the part of a workman to perform his duties or to continue to perform his duties in contravention of the *Occupational Health and Safety Act* shall not be deemed to be a violation of this Agreement. No employee may be terminated for an accident except in cases of carelessness or negligence. However, a violation of the safety regulations or unsafe working practices shall be considered as just cause for dismissal.

The Union is required by the terms of this Agreement to use its best efforts to instruct its members in all standard safety precautions required under the regulations made under the authority of the *Occupational Health and Safety Act*. The Employer shall provide all necessary safety equipment as required by above mentioned regulations. Safety equipment may be allotted on a charge-out, refund basis.

**7.02** The Union shall appoint one of its members who is a qualified workman in his classification as a member of the Safety Committee.

## **ARTICLE 8.00 - VACATIONS AND GENERAL HOLIDAYS**

**8.01** General Holidays shall be:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the Collective Agreement prescribes straight time rates for the regular working day as set out in Article 11:00. Under these circumstances, work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

It is agreed that in the event any other day is declared a General Holiday by a Government (Federal or Alberta Provincial) which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

- 8.02** The Employer shall pay to the employee for each hour worked (not including any pay for time traveled) a vacation allowance equal to six (6) percent of the applicable rate of pay, and a holiday pay allowance equal to four **(4)** percent of the applicable rate of pay.
- 8.03** There shall be no work performed on Labour Day, except for the preservation of life or imminent danger to property.
- 8.04** Vacation and General Holiday Pay shall be paid to each employee every pay period. The vacation period shall be three (3) weeks each year; the period(s) to be mutually agreed upon between the Employer and the employee.

## **ARTICLE 9.00 - TRANSPORTATION, ACCOMMODATION, AND LOCAL RESIDENTS**

- 9.01** Employees whose home is farther than forty **(40)** kilometers from the marshalling point or yard shall be supplied suitable free room and board or a subsistence allowance when required by the Employer to remain away from home. When the Employer elects to provide subsistence allowance in lieu of supplying room and board, the rate shall be one hundred and thirty-five dollars (\$135.00) per day seven (7) days a week or such amount as agreed to by the Employer and the Union. The room and board rate shall be reviewed periodically, but at least each year in January, starting in 2009.
- 9.02** When applicable, one days' subsistence will be paid to any employee sent home due to shortage of work. If the employee is staying in camp there shall be two (2) hours reporting time pay if there **is** no work available and the employee has reported for work. Reporting time pay shall not be paid provided the employee **is** notified by the end of the previous shift that there will be no work available on the following shift.
- 9.03** After fifteen (15) working days on the job, or at job completion, whichever first occurs, travel expenses shall be paid as follows:

\$0.47 per highway kilometer or the rate established annually by Revenue Canada for the tax-exempt vehicle allowance;

via the shortest route from the city where the employee was hired to the point of commencement of employment. When the Employer elects to provide subsistence allowance in lieu of supplying room and board where the distance to the jobsite exceeds two hundred (200) kilometers, one days' subsistence shall be paid. Waiting time days shall be included in computing the fifteen (15) days.

- 9.04** The Employer shall provide daily transportation to and from the jobsite. Transportation privileges may be withdrawn by the Employer if abused by the employee.

## **ARTICLE 10.00 - GRIEVANCE PROCEDURE AND JURISDICTIONAL DISPUTES**

- 10.01** **Grievance Procedure:** In the event that either the Employer or the Union wish to process a grievance covering the interpretation, application, operation, or an alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within twenty (20) days of the event giving rise to the grievance and proceed to step **(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 fifteen (15) days of the alleged violation submit his complaint in writing to the Steward who shall endeavour to settle the complaint between the employee and his immediate supervisor.
- (b) If the complaint is not settled within two (2) days (excluding Saturdays, Sundays and General 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 General Holidays), it shall be referred to the Management of the Employer involved and the Business Agent of the Union.

(d) **Pre-Arbitration Process**

- (i) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (ii) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration commencing with step **(e)** within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of such notice being served.
- (iii) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (iv) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and General Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three (3) days (excluding Saturdays, Sundays, and General Holidays) of the date the hearing was held.
- (v) Each of the parties shall advise the other, within five (5) days *[of receipt of the recommendation]* (excluding Saturdays, Sundays, and General Holidays), as to whether they accept or reject the recommendation.
- (vi) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten (10) days (excluding Saturdays, Sundays, and General Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.

- (vii) In the event either party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration *commencing with step (e)* within ten (10) days (excluding Saturdays, Sundays, and General Holidays) of receipt of the JGP recommendations.
- (viii) No lawyers shall be permitted to participate in the JGP proceedings.
- (e) If the complaint is not settled within ten (10) days (excluding Saturdays, Sundays and General Holidays) of a notice pursuant to (d)(ii) or the rejection of a JGP recommendation pursuant to (d)(vii), the grievance 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) by the Union and a neutral Chairman appointed by the members. Each party shall bear the expense of their appointee and the expense of the Chairman shall be shared equally by the parties.
- (f) If either party fails to appoint a member to the Arbitration Board within ten (10) days, or if the appointed members cannot agree on a neutral Chairman within fourteen (14) days of the appointment of the second member, such appointments shall be made in accordance with the *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 Chairman.

It shall not alter, amend, or change the terms of this Agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award, the decision of the Chairman shall be the award.
- (h) By mutual consent of the parties the foregoing time limits may be extended.

## 10.02

As an alternative procedure to that outlined, commencing with Article 10.01 (d) the following procedure shall be used if mutually agreed in writing between the Employer and the Union:

- (a) The steps prescribed in Article **10.01 (a), (b) and (c)** shall apply.
- (b) If the matter of complaint is not then settled within ten (10) days (excluding Saturdays, Sundays and General 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 within fourteen (14) days from the date of referral, 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.
- (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 Agreement. The decision of the Arbitrator shall be final and binding on both parties.

- (f) By mutual consent of the parties the foregoing time limits may be extended.

**10.03** All jurisdictional issues shall be determined at the sole discretion of the Business Manager for IUOE Local Union No. 955 and the representative of the Employer.

## **ARTICLE 11.00 - HOURS OF WORK**

**11.01** The following sections are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

### **11.02 Work Week**

The regular working week shall consist of forty (40) hours of employment.

**11.03** (a) The regular working day shall consist of eight (8) hours of employment normally worked between 8:00 a.m. and 5:00

p.m., Monday through Saturday. There shall be a lunch period of one-half (½) hour duration.

- (b) The Employer may vary the start/quit times by up to one (1) hour at his option. Variances of greater than one (1) hour shall be mutually agreed between the Employer and the Union.
- (c) The parties understand and agree that on remote job sites or where special conditions apply scheduling of extended work weeks/days off may be beneficial to the completion of the work and, in those circumstances, the parties will mutually agree to a work schedule to meet job conditions.

**11.04** Employee's time will start at the marshalling point when they have "brassed in" and shall end at the marshalling point when they have "brassed out".

**11.05 Overtime rates shall be as follows:**

Time and one-half (1 ½ x) shall be paid for time worked in excess of eight (8) hours in a day and forty (40) in a week Monday through Saturday. Double time (2 x) shall be paid for all work performed on Sundays and General Holidays.

**11.06** (a) An unpaid lunch break of one-half (½) hour duration will be taken half way through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

If an employee is not provided time to commence his lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, he shall be paid at the applicable overtime rate for working through his lunch period.

All employees covered by this Agreement working an eight hour shift 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 job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break.

Employees working a ten hour shift shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts. If extended

overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break.

- (b) As an alternative to (a) above, the Employer may choose to provide employees with two twenty minute paid breaks in a day. The breaks shall be scheduled after the first third, and second third of the shifts. If job conditions require, the breaks may be moved up to one half hour in either direction.

**11.07** 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.

**11.08** Employees will not be required to work less than the regular assigned hours, because of the starting and quitting time of any trade engaged on the job.

**11.09 Reporting Time Pay**

- (a) When an employee reports to work at the regular starting time and such employee is not put to work, the employee so affected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.
- (b) In order to qualify for show up time, employees must remain on the job site unless otherwise directed by the Employer. Where the employee(s) are directed to remain at the job site for more than two (2) hours they shall be paid for such time at the applicable rate.
- (c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- (d) An employee is not entitled to show up time if the Employer notifies the employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a job site where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.



- (e) When an employee reporting for work qualifies for show up time, such time shall include the regular shift premium when applicable.

**11.10 Call-Out Pay**

Employees called out for work at other than the regular starting time shall receive a minimum of two (2) hours pay at the employee's applicable rate.

**11.11** Reporting time pay and/or call-out pay is in addition to travel time pay if travel time pay is applicable.

**11.12** The Employer may require an employee to perform work within his jurisdiction for the two (2) hour call-out.

**11.13 Provisions for Meals on Overtime**

(a) When employees are required to work extended daily hours in excess of twelve (12) hours, the Employer shall be required, following the eleventh (11<sup>th</sup>) hour, to provide a meal at no cost to the employees, for those involved. One-half (½) hour at the straight time rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than six (6) hours after the last meal time. Should an employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions above.

(b) Should an employee not be provided with meals as set out in the preceding paragraph, he shall receive one-half (½) hour's pay at the applicable rate for each meal not provided.

(c) Where a supervisor is required to:

(i) start up to one (1) hour earlier, or

(ii) finish up to one (1) hour later, or

(iii) start up to one-half (½) hour earlier and finish up to one-half (½) hour later

than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **11.13(a)** will not apply unless those provisions are applicable to the rest of the crew.

- 11.14** Except as specified in Article **11.08**, the paragraphs of Article **11.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

## **ARTICLE 12.00 – WORKING CONDITIONS**

- 12.01** The Employer shall supply all tools and equipment required for the proper installation of all work to be performed except where agreements have been made with mechanics and utility welders to supply rigs complete with certain tools and supplies.
- 12.02** A boot allowance of 7 cents (\$0.07) per hour worked shall be paid to each employee.
- 12.03** Cool, fresh, drinking water in approved sanitary containers shall be provided at convenient locations on the job site. Paper cups will be supplied.

## **ARTICLE 13.00 – EMPLOYER CONTRIBUTIONS**

### **13.01 Health & Welfare**

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

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

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer’s liability to the said Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

### **13.02 Pension**

The Employer shall pay four dollars and fifty cents (\$4.50) 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) day 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".

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Trust Fund, the Employer's liability to the said Trust Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

### **13.03 Training**

The Employer shall pay twenty-one cents (21¢) 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) day of each month, mail Training Trust Fund contributions for the previous month, to the Office of the Trust Fund.

The liability of any Employer to the Training Trust Fund shall be limited to his obligation to pay the amounts stated in this Agreement at the times and in the manner stated.

### **13.04**

Where an employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf employees have performed work entitling them to receive contributions to the Fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

## ARTICLE 14.00 – CLASSIFICATIONS AND WAGE RATES

Effective Date January 1, 2008	Base Rate per Hour	Vacation Pay & SHP	Health & Welfare	Pension	Training
Foreman	40.21	4.02	1.75	4.50	\$0.21
Certified Journeyman	36.25	3.63	1.75	4.50	\$0.21
Certified Boomtruck Operator	35.18	3.52	1.75	4.50	\$0.21
Principal Operator, Serviceman	33.05	3.31	1.75	4.50	\$0.21
Straw Boss, Warehouse	29.24	2.92	1.75	4.50	\$0.21
Intermediate Operator	26.66	2.67	1.75	4.50	\$0.21
Groundworker with First Aid	25.05	2.51	1.75	4.50	\$0.21
Groundworker	24.52	2.45	1.75	4.50	\$0.21

**14.01** Increase wages on each of January 1, 2009 and 2010 by a minimum of 3%. If the average increase of the Oilsands Mining Industry settlements within the Ft. McMurray area of each year ending the preceding May 1st would provide an increase greater than 3%, then the average Oilsands Mining Industry increase shall be given on the following January 1, in 2009 and 2010.

**14.02 Principal Operator shall include:**

Sideboom, hoe, dozer, grader, truck driver (class 1 license), Front End Loader 5 cu. yards capacity and over, service man, (trainees with 600 hours of experience on a piece of Principal Operator equipment shall be paid at the Principal Operator rate for that equipment when operating it).

**14.03 (a) Intermediate Operator shall include:**

Wiggle-wagon, bobcat, zoom-boom, forklift, truck driver (without class 1 license), Front End Loader 5 cu. yards capacity and over, trainee Principal Operator (trainees with 600 hours of experience on a piece of Intermediate Operator equipment shall be paid at the Intermediate Operator rate for that equipment when operating it)

**(b) Ground Worker shall include:**

Manual worker and trainee Intermediate Operator.

**14.04 Shift differential:**

(a) Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.

- (b) Employees working on other than the day shift on a two (2) or three (3) shift operation shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour in addition to their wages for all hours worked on a second or third shift.
- (c) There shall be no pyramiding of premiums.

## **ARTICLE 15.00 - PAY DAYS**

**15.01** Wages, holiday pay and vacation pay shall be paid weekly.

Payment may be affected by cash, or by cheque (for which there is no charge for exchange), or, at the Employer's discretion, by direct deposit to an account designated by the employee, or by other mutually agreeable arrangements. No more than five (5) days pay may be held back. When a General Holiday falls on a payday, the day preceding the General Holiday shall be considered the payday for the pay period. Pay calculation and deduction slips shall be supplied for each regular pay period.

An employee may only opt out of direct deposit if he was incapable of making arrangements for a bank account (i.e., denied or refused an account by the institutions).

**15.02** When an employee is laid off or discharged, all wages and vacation and general holiday pay, together with Employment Insurance separation slip, the Apprenticeship Work Record Book, and/or any other documents or records required to be returned to the employee, shall be given or sent to the employee in accordance with Article **15.03**.

**15.03** (a) If the employee who is being paid by cheque prefers, he may arrange with his Employer to pick up his pay and records at the office of the Employer no later than on the afternoon of the working day following termination of employment.

(b) If an employee is being paid by direct deposit, his records will be mailed to him no later than the working day following termination of employment, and he will receive his final pay by direct deposit on the next regular pay day, but will be paid by manual cheque and given his records at the office of the Employer no later than on the afternoon of the working day following termination of employment if he so requests.

**15.04** In the event of a lay off, one (1) hour's notice shall be sufficient. One (1) hour's pay may be given in lieu of notice. No notice is required for termination for cause.

**15.05** When an employee quits, his pay and records will be mailed to him or given to him at the central pay office of the Employer no later than on the next regular payday. Alternatively, the Employer may directly deposit the pay to the employee's account.

## **ARTICLE 16.00 - DURATION OF AGREEMENT**

**16.01** This Agreement shall be effective from the 1st day of January, 2008, to the 31st day of December, 2010, and thereafter it shall terminate, continue, or be renewed in accordance with the provisions of the *Alberta Labour Relations Code*.

## **ARTICLE 17.00 - TOTALITY OF AGREEMENT**

**17.01** This contract contains the entire Agreement between the parties and supersedes and replaces all previous Agreements and practices, both written and oral.

SIGNED this 10<sup>th</sup> day of January, 20078


**O. J. INDUSTRIAL MAINTENANCE,**  
a division of O. J. PIPELINES Canada,  
Limited Partnership

Peter Thompson, B.Sc.,  
Vice President


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



Ron Macdonald  
Business Manager



Paul Bokowski  
President



Bruce Kiryluk  
Recording Corresponding Secretary