

**COLLECTIVE AGREEMENT
BETWEEN:**

**First Canada ULC
Regional Municipality of Wood Buffalo**



AND:

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



Period: December 20th, 2015 to July 31st, 2018

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ARTICLE 1:00 – PURPOSE, SCOPE and UNDERSTANDINGS

1.01 *Purpose*

It is the intent and object of this Collective Agreement that the Company and the Union cooperate to obtain efficient and unrestricted operation of the industry; to promote peaceful and harmonious relations between the Company and the employees; to provide for the amicable settlement of all disputes and grievances and to establish rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

1.02 *Scope*

This Collective Agreement will bind the Company, the Union and all employees. Unless otherwise specified the term “employee(s)” means a person covered by this Collective Agreement, as set out in Article 8:00 of this Collective Agreement, and any “Temporary or Contracted Person” engaged to provide any function traditionally performed by bargaining unit members, under the control and direction of a Company manager or director.

1.03 *Different Geographical Site*

If during the term of this Collective Agreement it becomes necessary for the Company to perform work which falls within the scope of this Collective Agreement on any other site within the Regional Municipality of Wood Buffalo, the parties agree to meet and negotiate terms and conditions posed by the implementation of this Collective Agreement at said different geographical site.

1.04 *Use of Terms*

- (a) Wherever the singular or masculine is used in this Collective Agreement, it will be considered as if the plural or feminine has been used where the context so requires.
- (b) Wherever “spouse” is used in this Collective Agreement, it will include common-law or same-sex spouse.

1.05 *Saving Clause*

Both parties assume that any or all provisions of this Collective Agreement conform to all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws, then the parties hereto agree to renegotiate such provision or provisions, for the purpose of having them conform to the law, with all other provisions of this Collective Agreement not being affected thereby.

1.06 *No Strikes or Lockouts*

- (a) The Union will not declare or authorize a strike during the term of this Collective Agreement.

- (b) The Company will not lock out employees bound by this Collective Agreement during the term of the Collective Agreement.

1.07 *Future Legislative Change*

- (a) In the event that any future legislation renders null and void any provisions of this Collective Agreement, the remaining provisions will remain in effect for the term of this Collective Agreement.
- (b) The Parties will negotiate a mutually agreeable provision to be substituted for the specific provision(s) rendered null and void.

ARTICLE 2:00 – UNION SECURITY

2.01 *Recognition*

The Company recognizes that the Union is the exclusive bargaining agent for all employees covered by this Collective Agreement.

2.02 *No Written or Formal Agreements*

The Company will not make any written or verbal agreement with any employee, or group of employees that conflicts with this Collective Agreement, or that which provides for any employee, or group of employees, a benefit or allowance, that has not been ratified by a majority vote by members within the same scope of work as that which is covered by this Collective Agreement.

2.03 *Maintain Union Membership*

All employees who are members of the Union or hereafter become members of the Union will, as a condition of continued employment, maintain such membership with the Union in good standing.

2.04 *Application for Membership*

Each new employee when hired by the Company will be required to sign an application card for Union membership, (cards to be supplied by the Union) and must apply to become an initiated member of the Union the first day following ninety (90) calendar days from the date of employment, or be replaced. The respective employees covered under this Article, upon completion of their probation period, shall be provided with a letter stating that they have completed the probation period which along with the initiation fee will be forwarded to the Union by the employee within thirty (30) days following the completion of the probation period.

2.05 *New Employee Introduction*

- (a) New employees will be acquainted with the fact that a Collective Agreement is in effect. A Job Steward will be given up to one (1) hour to talk to all new employees to acquaint such employees with their rights and responsibilities under the Collective Agreement. Such meetings will take place during the Company's normal

orientation sessions or training periods, which where possible will be held within fourteen (14) calendar days of an employee commencing employment. Where this does not occur, arrangements will be made for the Union orientation to occur separate from the orientation or training sessions, wherever practical.

- (b) At any work location that is covered by this Collective Agreement and there is no Job Steward in place, the Company will allow, and make the required arrangements to allow, a representative as designated by the Union, access to meet with employees covered by this Collective Agreement for the purposes of Clause 2.05(a).

2.06 Deductions of Dues and Assignments

The Company agrees for the duration of this Collective Agreement to deduct on a bi-weekly basis, the dues and assessments of all employees who are covered by this Collective Agreement and shall be remitted to the Head Office of the Union along with a list of the employees from whom the money was deducted and shall be forwarded to the Union no later than the fifteenth (15th) day of the following month.

2.07 Use of Union Insignia

- (a) Union members will have the right to wear or display on their person or Company supplied uniform the recognized Union insignia provided by the Union. Such insignia will not alter, displace or cover Company logos or other Company placed patches.
- (b) At the request of the Union and/or the members responsible for operation of Company owned, leased or managed vehicles, the Union's insignia, in a form of a decal not to exceed two and one-half inches (2½") in diameter, may be displayed on the side window of a Company owned, leased or managed vehicle. Subject to Company approval similar signs and decals may be displayed in other appropriate locations. Specifically, a decal may be placed at the front entrance to each Company facility.

2.08 Eligibility

All members will be eligible for all benefits of the Collective Agreement except where otherwise stated.

2.09 Union Activity

There will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any First Canada ULC or International Union of Operating Engineers employee for reason of membership or activity in the Union.

2.10 Union Bulletin Boards

The Company will provide a bulletin board for such notices as the Union may, from time to time, wish to post in each of its premises covered by this Collective Agreement. The said notices will be posted and signed by a Union Representative. These bulletin boards

will be used only for notices relating to Union matters, or as authorized by the Union for posting.

2.11 Bargaining Unit Work

Bargaining Unit work shall not be performed by anyone outside the Bargaining Unit, while qualified Bargaining Unit members are reasonably available to perform that work, except that Management, Supervisory Personnel or Safety Officers may only be used in case of an emergency and are qualified to operate such equipment.

2.12 Contracting Out

The Company and the Union agree that the Company may use Owner/Operators or outside Contractors on a required basis to supplement the regular work force, and provide additional help on a regular basis. The basis for such use of Contracting Out will be as described below in this Article.

- (a) The Company agrees not to contract out any work normally or presently performed by employees within the Bargaining Unit which would result in the laying off of such employees at the site that the contracting out is occurring except for:
 - (i) Where there is no Bargaining Unit members available to perform work of an urgent nature; or
 - (ii) There is no Bargaining Unit members available who can efficiently perform the duties associated with what would normally be considered Bargaining Unit work.
- (b) At any time where the Company requires contracting out for a period of more than sixty (60) days, or there is a foreseeable need to fill a position for more than sixty (60) days, the Company will fill the position with a Union member as soon as possible.
- (c) Except in the case of an emergency situation, or evacuation of work site crews, at no time will contract companies, or contract employees, be used to operate Company equipment that would normally be operated by Union members. This will include such equipment that is "dry leased" by the Company.
- (d) The Company guarantees that there will be no layoff of employees and/or involuntary salary reductions as a result of contracting out at the site that the contracting out is occurring.
- (e) When there is not sufficient Company owned equipment for Bargaining Unit members to perform new or continued work, the Company will make every effort to "dry lease" required equipment to facilitate such work.

2.13 Contractor Permit Fees

The Company shall forward to the Union, a permit fee of ninety dollars (\$90.00) per month for any equipment engaged in sub-contracting capacity, for any period beyond six (6) working days in a calendar month. The Company shall submit a list of the number of sub-

contracted buses to the Union no later than the fifteenth (15th) of the following month and the Union shall issue an invoice.

2.14 Contractor Policy/Safety Guidelines

All Owner/Operators and Contractors, including their employees, are required to comply with the provisions of any site policies, and the safety regulations which apply to employees of First Canada ULC.

2.15 Distribution of Collective Agreement

- (a) At time of hiring the Company will provide each new employee the information where the employee will be able to access a copy of the current Collective Agreement in place on the internet.
- (b) If the employee is unable to access the internet to download and/or print the Collective Agreement the Company agrees to print a copy of the Collective Agreement for the employee. Such printing will be done on a one time basis only per each employee during the life of the Collective Agreement.
- (c) Employees will be able to attend any IUOE Local 955 offices to receive a printed copy of the Collective Agreement.

ARTICLE 3:00 – UNION REPRESENTATIVES

3.01 Job Steward Appointments

- (a) The Union may appoint members, at their sole discretion, who they feel are a qualified worker in their classification as Job Steward for each shift. The Union will notify the Company in writing the names of the Job Stewards appointed, and the Company shall not discriminate against them for lawful Union activities. The Company and the Union will endeavor to ensure that there is a Job Steward working on each shift, provided that the Job Steward is qualified to perform the work assignments for that shift.
- (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 Company and the Union.
- (c) It will be mandatory that all Job Stewards appointed must take the Job Steward Course, provided by the Union at the earliest convenience agreed to by the Company and the Union, and the Company will make every reasonable effort to allow the employee the time needed during working hours to take such training.

3.02 Chief Steward Appointments

- (a) Description

The Chief Job Steward shall be elected by the Membership from the Job Stewards appointed by the Union. They will be used when feasible as a liaison between the

Company, Site Job Stewards and the members, for the day to day needs, inquiries and general Union relations on the work site. Site Job Stewards will still maintain duties in regards to any grievances or complaints that may arise and be brought to them by members.

The Chief Job Steward is the Local's link and liaison between the Site Job Stewards and the Business Agent on larger sites. In all cases each Job Steward however will be permitted to contact the Business Agent at any time at their discretion.

The Chief Job Steward has all the roles and responsibilities of the Site Job Stewards.

- (b) There shall be one (1) Chief Job Steward per site of thirty (30) employees or more.
- (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.

3.03 Layoff of Union Representatives

Provided they are qualified, the Chief Job Steward(s) will be the last employee laid off in their classification. The Senior Shift Job Steward will be one of the last employees laid off in their classification.

3.04 Recognition

Job Stewards shall be recognized by the Company 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.

3.05 Right to Representation

An employee will have the right to have a Union Representative present at any discussion with managerial or supervisory personnel which the employee believes might be the basis of disciplinary action, including discussions concerning less than satisfactory work performance. Where a manager or supervisor intends to interview an employee for disciplinary purposes, the manager or supervisor will notify the employee in advance of the purpose of the interview in order that the employee may contact a Union representative. This Clause will not apply to those discussions that are of an operational nature and do not involve disciplinary action.

3.06 Representation Request From Employee

It is understood by the parties that an employee may make a reasonable request to be represented by the Union Representative of their choice.

3.07 Job Steward Required Meetings

The Company recognizes that the Union Steward performs services that are valuable to the Company, acting in liaison between the Company and the employees, therefore the

Company agrees to pay each Steward the hourly rate of pay for attending Company-called meetings if so required.

3.08 *Discharge of Job Steward*

If the Company wishes to discharge a Job Steward, they will notify the Business Agent of the Union in writing at least two (2) full days, not including Saturdays, Sundays and Holidays, before commencing such action.

3.09 *No Discipline for Union Business*

No employee will be disciplined for the effect authorized absences for Union business has on the volume of his/her regular work nor will the effect such absences have on work volume be considered in assessing his/her performance.

3.10 *Union Representatives*

The Union Representative acting on behalf of the Union is to have access to all projects covered by this Collective Agreement after first notifying the person in charge, having due regard to project rules and safety regulations including the client owner's site access rules. The Representative shall not interfere with the progress or normal operations of the work.

ARTICLE 4:00 – MANAGEMENT RIGHTS

4.01 *Management Rights*

- (a) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Collective Agreement and shall be administered fairly and reasonably.
- (b) The Company shall always have the right to hire, and to discipline, demote or discharge employees for just cause.

ARTICLE 5:00 – HARASSMENT & DISCRIMINATION

5.01 *Personal Harassment/Discrimination Policy*

- (a) The Parties recognize the right of employees to work in an environment free of personal and sexual harassment and/or discrimination. The Company, along with the Union, will take whatever actions necessary to prevent personal or sexual harassment in the workplace.
- (b) The Parties will agree to abide by, but not limited to, the policies in accordance with the First Canada "Unlawful Workplace Harassment" policy as per Section 3(c) of the First Canada Employee Handbook (Cdn. Version).

ARTICLE 6:00 – SENIORITY, LAYOFF, REHIRE & TRANSFER

6.01 *Company Seniority Calculation*

Seniority shall be determined by an employee's last date of hire in the *Regional Municipality of Wood Buffalo Alberta*, covered by this Collective Agreement.

6.02 *Seniority Eligibility*

- (a) When full time employees complete their probationary period, they become eligible to accrue seniority based on their length of continuous service in positions coming within the scope of this Collective Agreement from their date of hire.
- (b) Part-time employees shall not accrue seniority. If Part-time employees are hired on full time, they will begin to accrue seniority.
- (c) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence if approved by the Company.
- (d) An employee shall lose seniority rights by reason of:
 - (i) The employee is discharged for just cause.
 - (ii) The employee voluntarily resigns.
 - (iii) Failure to return to work after lay-off recall within ten (10) working days.
 - (iv) After a lay-off of twelve (12) consecutive months.
 - (v) Any employee who has been promoted beyond the scope of this Collective Agreement for a period in excess of ninety (90) working days. Employees so promoted will continue to pay their regular monthly Union dues during this ninety (90) day period.

6.03 *Layoff by Seniority*

In the event of a layoff on any site covered by this Collective Agreement, the employee with the least seniority in the Company on that particular site shall be laid off first, provided that those remaining will have the required knowledge, qualifications, abilities and skills to fill positions available.

6.04 *Recall by Seniority*

The most senior employee laid off at any site system wide covered by this Collective Agreement, shall be the first employee recalled by order of Company seniority, provided they can perform the available work.

- **Site operational knowledge requirements will not be a deciding factor for recall, but client minimum requirements will take precedent.**

6.05 *Bumping Rights*

- (a) If the laid off employee possesses greater seniority than another employee on another site, they may elect to displace the employee with the least seniority providing they have the demonstrated ability and training to perform the job requirements of the site or department they are bumping into, as well as meet the client minimum requirements for placement.
- (b) Employees, who elect to bump another employee at any site covered by this Collective Agreement, will be considered qualified for that site if they will be operating the same equipment as that which they are trained or qualified to operate.
 - **Site operational knowledge requirements will not be a deciding factor for recall, but client minimum requirements will take precedent.**

6.06 *Method of Recall*

All employees who are laid off shall provide the Company with their mailing address. The Company agrees to notify employees, by priority post, or by live voice contact, of a recall to any classification provided they are capable of performing the work required in the classification to which they are being recalled into. The employee must respond within ten (10) days from the mailing date of the priority post letter or by confirmed live voice contact. An employee who does not answer the recall in the prescribed time shall be deemed to be terminated.

6.07 *Site Loan of Employees*

- (a) It is understood that from time to time because of site shut-downs and/or workforce requirements, the Company may place employees on "Loan" from one site to another site.
- (b) Employees so used will retain all seniority rights as laid out in Article 6:00.
- (c) When the need for the workforce ramps back up at the home site of the employees, the employees that have been loaned out will be recalled in reverse order to their original site.
- (d) Employees who have been loaned out may request to remain at the site they have been loaned to if needs for the workforce at the new site allow for it. Such request must be made in writing to the manager of both sites. Such request will be granted at the sole discretion of the Company. Once the request has been approved the employee may not reverse the decision.
- (e) Any employee who is on loan to another site will receive such notice in writing.

6.08 *Transfer of Employees*

- (a) Employees who request a site transfer shall make such request in writing to their Manager.

- (b) All such transfer requests will be based on seniority and operational needs of the Company upon approval by the General Managers.
- (c) Any employee who requests a site transfer and it is approved will not be eligible to request another transfer for a period of one (1) year.

ARTICLE 7:00 – BID RUNS

- (a) Any new position, vacancy in an existing position, or a temporary position within the scope of this Collective Agreement, intended to last three (3) months or longer, must be posted immediately for bid for a period of seven (7) calendar days. The posting will be distributed to the Operator's room at each site, sent as a group email distribution, as well as, posted on the Union bulletin board.

The successful bidder must have the required qualifications of the position and shall be selected as follows:

- (i) By seniority from those qualified employees bidding at the site where the work will be operated.
 - (ii) If no bids are received from employees at the site of the work, the work will be assigned to the senior qualified employee applying from the other sites.
 - (iii) In instances where the vacancy is filled from outside the work site, the successful bidder will commence the new position at a date determined by the Company. In all instances the needs of the customer will be a priority and may delay this process.
 - (iv) In all instances the successful bidder(s) will continue to operate his/her previous work until assuming the new bid position.
- (b) In the event that two (2) or more of the bidders are of equal ability and qualification, the Company will give preference to the employee with the most seniority.
- (c) In the event that there are no bidders or no bidders with the proper qualifications, the Company reserves the right to fill the position from any source. Current employees will receive preference on training positions over new hires.
- (d) Where the Company deems it necessary to fill the position immediately; a temporary appointment may be made for the duration of the posting and assignment procedure.
- (e) In the event that employees are required to temporarily perform additional work described in Article 7:00(d), it will be assigned in an equitable fashion so as not to show favoritism to, or discriminate against any individual and will be on a rotational seniority basis from those employees available for the work.
- (f) An employee on vacation, days off or otherwise prevented from bidding, may deposit an Intention to Bid notice in the bid box outlining the jobs they would wish to bid on during their absence.

- (g) Notice of the selected candidate shall be posted on the Union bulletin board and a copy mailed to the Union. The selected candidate will not be eligible to bid a return to the original site for a period of twelve (12) months.

ARTICLE 8:00 – CLASSIFICATIONS & JOB DESCRIPTIONS

Classifications listed below are covered under the scope of the Collective Agreement.

In the event that there is a change or addition to the classifications covered under this Collective Agreement, both parties will meet and discuss the change or addition within fourteen (14) days.

8.01 Operator

Operators will perform all assigned driving, and other reasonable duties required as per driving assignments, general vehicle non-mechanical service in relation to their assigned vehicle, and other reasonable duties as required by the Company.

8.02 Lead Hand

Leads, trains, assists, and mentors fellow employees in daily duties. Lead Hands may perform some, or all, of the following duties:

- Train, evaluate and mentor new Operators.
- Review turned in Operator Log Books and DVIR's.
- Assist dispatcher in ensuring routes are being covered and that proper coverage has been provided as per client requirements.
- Oversee and coordinate the safe and efficient movement of buses in laydown areas.
- Review mechanical, safety or environmental concerns and report same to the proper personnel.
- Lead Hands will not be permitted to do any maintenance or use any equipment that would normally be that which falls under the description of Service Person.

The parties agree that Lead Hands are members of the Union, and at no time will they be used in what would normally be considered a managerial capacity. They will not be permitted, or will they be used to discipline, or inform members of discipline notices. Other than those duties as described in the scope of work above they shall not be expected to take on a management role.

8.03 Site Utility Person

- (a) Under the supervision and direction of the Company, the Site Utility Person may; assist the mechanic(s) with minor repair work on buses and other automotive equipment while on site.

The Site Utility Person will not perform any duty that falls under the scope of a Mechanic or Apprentice Mechanic.

A site Utility Person may also be assigned to warehouse duties as required.

(b) Heavy Equipment Operator

- The Heavy Equipment Operator is required to operate any equipment that is that which is normally classified as Heavy Equipment, or equipment of a nature that is known as that which is used in construction or road maintenance equipment.
- Conduct pre-operational checks on equipment and clean, lubricate and refill equipment.
- At no time will such operation of equipment be permitted unless the employee has proper certification of such equipment, and has demonstrated competent operation of such equipment.

8.04 *Journeyman Mechanics*

8.05 *Apprentice Mechanic*

ARTICLE 9:00 – PROBATIONARY PERIOD

9.01 *Time Limit*

- (a) All new employees will be considered as probationary employees for a period of ninety (90) calendar days.
- (b) All employees shall have completed their probationary period on the first day following ninety (90) calendar days of employment.

9.02 *No Company Obligation*

There shall be no responsibility on the part of the Company, and the Company shall not be held liable, respecting employment of probationary employees, should they be laid off for lack of work, or discharged, during the probationary period.

9.03 *Only One (1) Probationary Period*

No employee will serve more than one (1) probationary period while employed with the Company.

9.04 *Rehire*

- (a) An employee who leaves the Company and is rehired within one (1) year may be required to complete a maximum sixty (60) day probationary period at the discretion of the Company.
- (b) A former employee hired by the Company as per Clause 9.04(a) will not retain any former position or seniority rights.
- (c) An employee who leaves the Company and is rehired will not retain any former position or seniority rights.

9.05 Seniority

Probationary employees will not accrue permanent seniority until the successful completion of the probationary period, at which time s/he will be credited with seniority from his/her date of hire.

ARTICLE 10:00 – HOURS OF WORK / OVERTIME HOURS / TRAVEL

10.01 Operators

- (a) Operators will be guaranteed a minimum of eight (8) hours of paid work each day while on duty. Such time will be inclusive of all assigned work on the Operators Daily Run Sheet (DRS).
- (b) An Operator who operates a coach on any scheduled run, will receive the coach rate for that entire day.
- (c) For shift rotation days where an outgoing driver and incoming driver share a single daily schedule, to accommodate drivers individual travel plans, the daily guarantee is limited to four (4) hours.
- (d) Operators will be provided with a schedule that shows their regular days of work as well as their regular days off.
- (e) All shift rotations and work hours for Operators will comply with the, *Alberta Traffic Safety Act*, Driver's Hours of Service Regulation. Any variance granted by the Province of Alberta must be posted in a conspicuous place at all Company site offices, and a copy carried on each vehicle as per the regulations.

10.02 Splits

Any splits between assigned duties, meetings or assigned runs of sixty (60) minutes or less, shall be paid as straight through time.

10.03 Payment of Overtime

Overtime rates shall be paid for all work performed as follows:

- (a) Employees will be paid overtime for hours worked over fifty (50) in a week averaged over the employees respective cycle. All overtime worked in the cycle, will be paid at time and one-half (1.5x) the regular hourly rate of pay on the subsequent pay period.
- (b) All hours worked in excess of ten (10) in a day will be paid at time and one-half (1.5x) the regular hourly rate of pay and will be paid on the subsequent pay period.

The daily overtime hours are excluded from the weekly overtime calculation.

This provision does not apply to employees scheduled on twelve (12) hour work days and the maintenance shuttle.

- (c) All overtime shall be offered by order of rotational seniority to employees available to work.
- (d) Overtime Protocol will be developed to:
 - distribute overtime opportunities in a fair, equitable and consistent manner;
 - ensure the process is administratively and operationally feasible; and
 - ensure the process is open and transparent.
- (e) Any employee who was not available for work or did not work their regularly scheduled days of work, will not be eligible for overtime pay for the day's equivalent to missed days.

10.04 Maintenance Employees

- (a) Maintenance employees working a compressed work cycle will have their weekly overtime hours calculated on the basis of forty-four (44) hours per week.
- (b) It is further agreed to by both parties that the Company agrees to pay maintenance employees a four dollar (\$4.00) per hour premium, above the regular hourly rate set forth in this Collective Agreement for all hours worked on a compressed work cycle. This premium is not multiplied by the overtime rate for overtime hours.

10.05 Designated Days Off (DDO)

An employee who reports for duty at the request or direction of the Company, while on designated day off, shall be paid one and one half times (1½x) the straight time rate for all time worked, at a minimum of eight (8) hours. This rate will apply regardless if employee voluntarily agrees to come in to work as requested. Such time will not be subject to averaging.

10.06 No Pyramiding

Other than that stated in this Article, no pyramiding will be allowed when overtime is paid.

10.07 Limitation on Overtime

Overtime of fifteen (15) minutes or less will not be accepted by the Company. If a piece of work is continuously put into an overtime period under fifteen (15) minutes the Company will be required to correct the piece of work as soon as possible.

10.08 Mandatory Company Meetings and Non-driving Duties

- (a) Employees having to attend mandatory Company meetings, or performing non-driving duties, will be paid at the applicable hourly rate for all time spent at such meetings and/or duties.

10.09 CNRL Travel Allowance

- (a) The travel allowance as described in this Clause will remain in place until March 31, 2016. As of April 1, 2016 those employees who are receiving the travel allowance as described in Clause 10.09(b), will then be covered under 10.09(c) until December 31, 2017 at which time all entitlements to any travel allowances under this Collective Agreement will expire except where otherwise noted.
- (b) For all members employed with the Company at time of the 2009 ratification, a travel allowance for round trip travel will be provided for each rotation turn-around for the thirty-five (35) and forty-two (42) day rotations as follows:
- | | |
|-----------------------------------|----------|
| - Alberta (Edmonton and beyond) | \$300.00 |
| - British Columbia | \$400.00 |
| - Saskatchewan, Manitoba | \$400.00 |
| - Ontario | \$500.00 |
| - Quebec | \$600.00 |
| - New Brunswick, PEI, Nova Scotia | \$750.00 |
| - Newfoundland/Labrador | \$750.00 |
- (c) For all members hired after the 2009 ratification, the travel allowance will be as follows:
- | | |
|-----------------------------------|----------|
| - Alberta (Edmonton and beyond) | \$300.00 |
| - All Other Canadian Destinations | \$400.00 |
- (d) Should the Company or Client supply round trip flights to an employee's home province, employees shall not be entitled to this allowance.
- (e) Employees hired following the 2012 ratification will not be entitled to any travel allowance under this Collective Agreement.
- (f) Proof of residency may be required to receive the travel allowance.
- (g) Proof of travel is not required to receive the travel allowance.
- (h) It shall be the sole responsibility of the employee to make all necessary travel arrangements not supplied by the Company.

10.10 Travel Day

- (a) Should sufficient passenger numbers exist, the Company may provide, at their discretion, scheduled bus service between the work site locations to Edmonton and Calgary.
- (b) To prevent fatigue and unsafe travel either at the beginning or the end of the employees' rotation, employees may at their discretion, stop and obtain hotel accommodation if required.
- (c) Such travel as described in Clause 10.10(b) will be reimbursed by the Company to a maximum of one hundred dollars (\$100.00) with receipt of proof.

ARTICLE 11:00 – LEAVE OF ABSENCE (LOA) AND SPECIAL LEAVE

11.01 LOA Application Under Fourteen (14) Days

Employees may apply to their Site Manager for, and where possible, will be granted an unpaid leave of absence to a maximum of fourteen (14) working days during the term of this Collective Agreement. Approval will be at the discretion of the Company.

11.02 Bereavement Leave

- (a) An employee will be allowed time off with pay for any necessary period of absence not exceeding three (3) working days occasioned by the death of an immediate relative. The term “immediate relative” will include mother, father, spouse, common-law spouse, sons, daughters, brothers, sisters, grandparents, grandchildren or equivalent in-laws, any other person who has acted in loco parentis or any other relatives living under the same roof as the employee.
- (b) The absence will be increased to four (4) days for destinations east of Manitoba.
- (c) Gender will not be used in the interpretation of any of the designations in (a) above.
- (d) Additional leave of absence without pay will not unreasonably be withheld if requested. Satisfactory proof of the necessity for an employee to take additional leave of absence under this Article may be required.
- (e) At the discretion of the immediate manager, leave of absence without pay may be granted to attend the funeral of an individual with whom a special relationship has existed.

ARTICLE 12:00 – SICK LEAVE

12.01 Definition

Sick leave means the period of time an employee is absent from work by virtue of being sick, disabled or quarantined.

12.02 Proof of Entitlement

In the circumstances set out below, the Company may require an employee who is unable to work because of illness or injury to provide a statement providing medical evidence of the employee's inability to work from a qualified medical practitioner of the employees' choice, or the consulting physician to whom the employee is referred by the medical practitioner:

- (a) where it appears that a pattern of consistent or frequent absence from work is developing; or
- (b) where the employee has been absent for more than three (3) consecutive days of work; or

- (c) where at least thirty (30) calendar days have elapsed since the last statement was obtained and the employee has been on sick leave throughout that period.

Where a charge is levied for a medical return to work certificate, the charge will be the responsibility of the Company.

Sick Leave benefits will cease to be paid when an employee fails to provide satisfactory evidence of sickness.

12.03 Calculation of Entitlement

All employees within the scope of this Collective Agreement shall be eligible for up to one-half (½) sick leave day per month to a maximum of six (6) days per calendar year. Sick days may be used in half day increments and shall be paid out at sixty-five percent (65%) of the employee's regular rate of pay. Unused sick days may be carried over year to year, but the total accumulated days will not exceed six (6) days.

12.04 Company Required Medical Examination

- (a) Any Company request for medical examination by a Company physician, shall be promptly complied with by all employees, providing however the Company shall pay for such physical or medical examinations for work related issues, and for all time lost as a result thereof, during his/her regular working hours.
- (b) Any medical examination, or Company administered or ordered medical examination, required by the Company for the purposes of lawfully ordered drug and alcohol testing, physical health, including eye examinations, or mental capability to work, or any other such Company requirement of examination will be obtained at Company expense.

ARTICLE 13:00 – WAGES, PENSION AND BENEFITS

13.01 Salary / Wages Schedule

Classification	Increase	Rate	Pension	Health & Wellness	Vacation Pay (4%)	Gross Rate
Coach Operator						
August 1, 2015	0%	33.93	3.00	1.65	1.36	39.93
August 1, 2016	1%	34.27	3.00	1.70	1.37	40.34
August 1, 2017	2%	34.95	3.50	1.75	1.40	41.60
Shuttle Bus Operator (Formerly Yellow Operator)						
August 1, 2015	0%	30.87	3.00	1.65	1.23	36.74
August 1, 2016	1%	31.18	3.00	1.70	1.25	37.13
August 1, 2017	2%	31.80	3.50	1.75	1.27	38.32
Site Utility Person						
August 1, 2015	0%	27.11	3.00	1.65	1.08	32.84
August 1, 2016	1%	27.38	3.00	1.70	1.10	33.18
August 1, 2017	2%	27.93	3.50	1.75	1.12	34.30

Site Utility Person (Heavy Equipment Operator)						
August 1, 2015	0%	29.11	3.00	1.65	1.16	34.92
August 1, 2016	1%	29.40	3.00	1.70	1.18	35.28
August 1, 2017	2%	29.99	3.50	1.75	1.20	36.44
Journeyman Mechanic						
August 1, 2015	0%	48.93	3.00	1.65	1.96	55.54
August 1, 2016	1%	49.42	3.00	1.70	1.98	56.10
August 1, 2017	2%	50.41	3.50	1.75	2.02	57.67
Apprentice Mechanic						
August 1, 2015	0%		3.00	1.65		
August 1, 2016	1%		3.00	1.70		
August 1, 2017	2%		3.50	1.75		

* As per Clause 19.01(a-d), the following is the calculation for vacation pay entitlement as outlined below;

- six percent (6%) after three (3) years of continuous service,
- eight percent (8%) after five (5) years of continuous service, and
- ten percent (10%) after eight (8) years of continuous service.

The Company and the Union agree to the Salaries/Wages matrix as laid out in this schedule, and also agree that there will be no general salary/wage increases other than that specified in the schedule during the life of the Collective Agreement.

13.02 Apprentice Mechanics

- Apprentice mechanics will be paid the appropriate percentage of a journeyman mechanic rate in accordance with Provincial Apprenticeship Guidelines.
- The Company and the Union agree that the indenturing and training of apprentices is important and wherever possible apprentices will be incorporated from employees working within the scope of this Collective Agreement.

13.03 Mechanics Call-out

Minimum call-out outside of regular working hours shall be a minimum of two (2) hours for mechanics and apprentices.

13.04 Lead Hand Rate and Designation

- A premium of one dollar and fifty cents (\$1.50) shall be paid to all employees designated as a Lead Hand in writing by the Company. The premium will not be subject to overtime or permitted to be pyramided.
- Cancellation of the designation will be in writing and a copy of the cancellation will be supplied to the Union and the employee.
- The Company maintains exclusive authority at its sole discretion to designate or terminate the Lead Hand position, with the acceptance of the employee at its sole discretion when being offered the position.

- (d) The Lead Hand will not be considered as a division or department on to its own and all Lead Hands will fall under the Operator or Maintenance classification for the purposes of this Collective Agreement.

13.05 Unlisted Classifications or Positions

Rates of pay for classifications not listed shall be set by negotiations provided for as follows: the Company and the Union shall, within fifteen (15) days' notice of either upon the other, commence negotiations, the sole purpose of which shall be to establish classifications and rates of pay applicable thereto. The wage rate established shall become effective on the date upon which notice was given to commence negotiations.

13.06 Pay Day

- (a) Paydays are biweekly with employees receiving their pay on every second Thursday.
- (b) The Company shall pay by direct deposit to the employee's account in a financial institution of the employee's choice. The financial institution shall be a recognized institution insured under the Canada Deposit Insurance Corporation.
- (c) The employee shall be provided with a detailed pay stub in a sealed envelope showing the hours worked, rate of pay, deductions, etc. as well as the account number and the code of the institution to which the direct deposit has been made. All overtime worked will be shown separately and not combined with the regular hours worked.
- (d) The Company may implement an electronic pay stub system. The employee's detailed pay stub will be available electronically to the employee using a secure access system. Upon the employee's request, a hard copy pay stub shall be provided by the site administration.
- (e) Where an employee makes a claim for hours worked or other pay submission, the Company shall accept or deny the claim, but in any circumstances the employee shall be notified of the decision in writing should the submitted claim be denied.

13.07 Pension

- (a) Employees will be entitled to the Operating Engineers' Pension Plan. The Company will contribute for each employee, three dollars (\$3.00) for each hour worked to the Operating Engineers' Local 955 Pension Trust Fund as per wage scale in Clause 13.01.
- (b) Effective August 1st, 2017, the Company will contribute for each employee three dollars and fifty cents (\$3.50) for each hour worked to the Operating Engineers' Pension Plan.
- (c) The Company will remit pension contributions to the Union, in the above amount, on the first pay period following thirty (30) working days from the first day of employment.

- (d) The Operating Engineers Pension Trust Fund is controlled by the Board of Trustees comprised of four (4) union and four (4) management trustees.
- (e) The Company agrees to be bound by the terms of the Trust Agreement.
- (f) The Company is required to report on the forms provided by the Trust Fund Office.
- (g) Contributions must be forwarded by the Company to the Trust Fund Office by the fifteenth (15th) day of the month following that which contributions were accrued.
- (h) In the event the Company fails to remit contributions to this Plan, in conformity with this section of the Collective Agreement, the Union is free to take any action it deems necessary against such Company, and such action shall not be considered a violation of this Collective Agreement.
- (i) The Business Representative of the Union may inspect, during business hours the Company's record of time worked by employees and contributions made to the Trust Fund.
- (j) The Operating Engineers Local 955 Trust Funds Auditor shall be permitted to inspect and audit the Company's record of time worked by employees and contributions made to the Trust Funds and shall be allowed the time necessary to complete the audit.
- (k) The Auditor shall notify the Company of his/her intentions to audit and make the necessary arrangements for the time and place.
- (l) Payments to Operating Engineers Local 955 Trust Funds shall be payable by cheque; delivered or mailed to their office at,

Center 170
#202, 10403 – 172nd Street
Edmonton, Alberta, Canada
T5S 2R9

13.08 Health and Wellness

- (a) Effective August 1st, 2015 the Company agrees to pay the sum of one dollar and sixty-five cents (\$1.65) per hour, for each hour worked by each employee, into the Operating Engineers Health and Wellness Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.
- (b) On August 1st, 2016, the Company agrees to pay the sum of one dollar and seventy cents (\$1.70) per hour, for each hour worked by each employee, into the Operating Engineers Health and Wellness Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.
- (c) On August 1st, 2017, the Company agrees to pay the sum of one dollar and seventy-five cents (\$1.75) per hour, for each hour worked by each employee, into the Operating Engineers Health and Wellness Trust Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended.

- (d) The Company will remit Health and Wellness contributions to the Union, in the above amount, on the first pay period following thirty (30) working days from the first day of employment.
- (e) The Operating Engineers Health & Wellness & Pension Trust Fund is controlled by the Board of Trustees comprised of four (4) union and four (4) management trustees.
- (f) The Company agrees to be bound by the terms of the Trust Agreement.
- (g) The Company is required to report on the forms provided by the Trust Fund Office.
- (h) Contributions must be forwarded by the Company to the Trust Fund Office by the fifteenth (15th) day of the month following that which contributions were accrued.
- (i) In the event the Company fails to remit contributions to this Plan, in conformity with this section of the Collective Agreement, the Union is free to take any action it deems necessary against such Company, and such action shall not be considered a violation of this Collective Agreement.
- (j) The Business Representative of the Union may inspect, during business hours the Company's record of time worked by employees and contributions made to the Trust Fund.
- (k) The Operating Engineers Local 955 Trust Funds Auditor shall be permitted to inspect and audit the Company's record of time worked by employees and contributions made to the Trust Funds and shall be allowed the time necessary to complete the audit.
- (l) The Auditor shall notify the Company of his/her intentions to audit and make the necessary arrangements for the time and place.
- (m) Payments to Operating Engineers Local 955 Trust Funds shall be payable by cheque; delivered or mailed to their office at,

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ARTICLE 14:00 – OCCUPATIONAL HEALTH & SAFETY

14.01 Statutory Compliance

The Parties agree to co-operate fully in the promotion of safe work habits and safe working conditions and in the prevention of accidents and occupational disease in the workplace. In doing so, the parties will adhere to the provisions of the *Alberta Health and Safety Act*, *Workers Compensation Act* and related regulations and legislations.

14.02 *Unsafe Work Activities*

- (a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which do not meet the required minimum standards for safe operation as laid out in the Operator's Daily Vehicle Inspection Record (DVIR), and/or the vehicle is placed out of service as required by the regulations.
- (b) It shall not be cause for discipline if an Operator refuses to operate any vehicle as described in Clause 14.02(a), that they reasonably believe is unsafe to operate, even if such vehicle is later found to be within the minimum guidelines as required by the *Act*.
- (c) It shall be the duty of the employee to report promptly, in writing, to the Company, on all defects, in equipment.

14.03 *Operator Safe Work Policies & Procedures*

- (a) A copy of the First Canada Driver Safe Work Policies and Procedures will be reviewed as per the instructions as described in the front of the document, with all Operators.
- (b) The implementation plan as described at the front of the handbook will be followed by all sites covered by this Collective Agreement.
- (c) It will be the Company's responsibility to ensure that any changes, additions or deletions to the policies will be made known to all employees and managers, and any updates as such.
- (d) A copy of the handbook will be provided to the Union Business Agent and all changes, additions or deletions to the handbook or the policies contained therein will be forwarded to the Agent by electronic media.

14.04 *Health and Safety Training*

The Company will ensure that all employees are provided with adequate and ongoing health and safety training, direction and instruction, to ensure the safe performance of their duties.

ARTICLE 15:00 – UNIFORM / WORK CLOTHING

15.01 *Company Responsibility*

Where any employee is required to wear any kind of uniform or specialized clothing, as a condition of continued employment, such uniforms and clothing will be furnished by the Company, and will be maintained by the employee.

15.02 Personal Protective Equipment (PPE)

- (a) On any site that requires any type of Personal Protective Equipment (PPE), all such PPE will be provided by the Company as needed to perform the duty assignments.
- (b) It will be the responsibility of the employee for the care and control of all Company issued PPE to them.

15.03 Operators Safety Boots

If work boots are required at the work site, the Company will upon presentation of a receipt, reimburse up to one hundred and twenty-five dollars (\$125.00) towards the purchase of one (1) pair of approved safety footwear or replacement with proof of necessity. This allowance shall not apply to the cost of resole or heeling.

ARTICLE 16:00 – MAINTENANCE EMPLOYEES

16.01 Tools

- (a) Tool Allowance
 - The Company shall pay each mechanic and apprentice mechanic a yearly Tool Allowance of six hundred dollars (\$600.00).
 - New hires will receive a pro-rated amount equal to the portion of the year worked.
 - Payment will be made in the last pay period of December.
- (b) Insurance

The Company will insure mechanics tools for theft by break-in provided that the mechanics have given the Company, in writing, a detailed list and estimate of the value of all tools. It is the responsibility of the Mechanic to ensure that such list is complete and kept up to date.

16.02 Clothing

- (a) Regular and quilted coveralls and winter jackets will be supplied by the Company to maintenance employees.
- (b) The Company shall provide a set of insulated gloves, insulated coveralls and rubber boots for the Serviceperson. All other PPE and required work clothing shall also be provided on an as needed basis.
- (c) The Company will provide laundering and repair of maintenance personnel coveralls and winter jackets.

- (d) All employees employed in maintenance classifications (utility, apprentices, mechanics) will receive a yearly Boot Allowance of two hundred and fifty dollars (\$250.00).

16.03 Lavatories

- (a) Lavatories shall be provided at any remote "Lay-down" location where the employees do not have access to such lavatories.
- (b) All lavatories shall be kept in sanitary condition, and shall be equipped with serviceable locks.
- (c) Washroom locations will be identified by Company bulletin board notice.
- (d) Lavatory placement will be subject to Client site approval for placement.

ARTICLE 17:00 – SPECIAL PROVISIONS

17.01 Professional Behavior

- (a) It is agreed that in both personal behavior and equipment operation, Operators must act in a professional manner and exercise their best efforts in the promotion of the Company's interests.
- (b) It is the responsibility of all Operators to be aware of and abide by policies and procedures documented in the First Canada Employee Handbook (Cdn. Version), and other Company and site policies and procedures that are not covered by this Collective Agreement.
- (c) Each employee will receive a copy of the First Canada Employee Handbook (Cdn. Version) upon hire.
- (d) The Company will ensure that all employees are made aware of location and/or access of, any other policy and procedure manuals and/or documents.

17.02 Compulsory Training Courses

The Company agrees to pay for post-hire compulsory courses, Company mandated development and training programs required by the Company, or by a third party approved by the Company, at the regular hourly rates, as well as any course or training registration fees. Courses and training will include all Plant Site Indoctrination and any other training that is a requirement by the Company or Client/Owner as a condition of employment, or transfer to another work site or location.

17.03 Local Living Allowance

- (a) The Company agrees to pay Local Living Allowance of one thousand and one hundred dollars (\$1,100.00) on a monthly basis, for all employees who are covered by the Collective Agreement, who are required by the Company to reside in the Regional Municipality of Wood Buffalo to fulfill the requirements of their job.

- (b) The Company agrees to pay Local Living Allowance of eight hundred dollars (\$800.00) on a monthly basis, for Suncor shuttle drivers who are covered by the Collective Agreement, and are required by the Company to reside in the Regional Municipality of Wood Buffalo to fulfill the requirements of their job. This amount will be reviewed quarterly to determine any increases that may be applicable.
- (c) Employees who stay in Company or Client/Owner provided accommodations during their shift rotations do not qualify for the local living allowance in (a) and (b) above.
- (d) Employees who are paid the local living allowance described in (a) and (b) above, do not qualify for any travel allowance claim as per Clause 10.10.

17.04 Labour Management Meetings

- (a) The Company and the Union agree that they shall meet on a quarterly basis to conduct open talks in regards to Labour Management issues, concerns and other such topics that may need attention. Such meetings will be to foster open dialogue and communication between the Parties and will be conducted in an informal manner.
- (b) Wherever possible and without disruption to the operations of the Company, a representative from both Parties from each work site will be permitted to attend the meetings.
- (c) The quarterly meetings will be held as close as possible to the beginning of the month in January, April, July and October, at a mutually agreed location by the Parties.

ARTICLE 18:00 – STATUTORY HOLIDAYS

18.01 Designated Days

The Company recognizes the following eleven (11) statutory holidays:

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

18.02 Other Proclaimed Days

In addition to the aforementioned holidays, all employees will also be entitled to holiday entitlement on any other day proclaimed as a holiday by the Government of Canada, or the Government of Alberta.

18.03 Holiday Pay

- (a) When an employee does not work on a holiday:

The Company pays the employee for all eleven (11) holidays listed in Clause 18.01, whether they fall on a regularly scheduled day of work or not, at eight (8) hours per holiday.

- (b) When an employee does work on a holiday:

If an employee is required to work on the holiday, then in addition to the eight (8) hours per holiday pay, the employee must be paid one and one half times (1½x) for all the hours worked on the holiday.

18.04 Christmas Day

The Company shall pay a premium of eight (8) hours regular pay for work performed on Christmas Day.

ARTICLE 19:00 – VACATIONS

19.01 Vacation Entitlement

- (a) All employees covered under this Collective Agreement will qualify for at least two (2) consecutive weeks' vacation after each year of continuous service subject to conditions set out below. Payment for such will be an amount equal to four percent (4%) of gross wages earned.

- (b) Upon completion of three (3) years of service, all employees shall receive three (3) weeks' vacation with pay at the end of each year of continuous service with the Company.
Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages of the employee during the year in which he qualified for such vacation.

- (c) Upon completion of five (5) years of service, all employees shall receive four (4) weeks' vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages of the employee during the year in which he qualified for such vacation.

- (d) Upon completion of eight (8) years of service, all employees shall receive five (5) weeks of vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacations shall be in the amount equal to ten percent (10%) of the gross wages of the employee during the year in which he qualified for such vacation.

- (e) Vacation pay will be that which has been accrued out on every regular pay cheque disbursed according to the employee's instruction under the Company's Vacation Pay Banking Policy.

19.02 Vacation Sign-up

Choice of vacation periods will be on a seniority basis, by site assignment, subject to the Company's right to determine how many employees may be on vacation at one time.

The following procedures will apply to sign-up for annual vacations:

- (a) All sign-ups will be conducted on a quarterly sign-up process as described in the table below.

Quarter	Start Sign-up	End Sign-up	Approval Notice by
1: Jan, Feb, Mar	Oct 15 th	Nov 15 th	Dec 1 st
2: Apr, May, Jun	Jan 15 th	Feb 15 th	Mar 1 st
3: Jul, Aug, Sep	Apr 15 th	May 15 th	Jun 1 st
4: Oct, Nov, Dec	Jul 15 th	Aug 15 th	Sep 1 st

- (b) Requested vacation periods that overlap quarters, will be at the approval of the Manager.
- (c) Employees will keep their regular days off prior to, and after vacations.
- (d) Employees may take vacation time, by their choice, of one (1) continuous block or partial blocks of entitlement.
- (e) An employee shall not trade vacation time with another employee.
- (f) If an employee is transferred to another site, and has already signed up and been approved for their vacation time, they shall retain that time at the new site.

ARTICLE 20:00 – TERMINATION OF EMPLOYMENT AND DISCIPLINE

20.01 Record of Discipline

- (a) No disciplinary report or document relating to an employee's conduct or performance will be placed on the employee's personnel file or constitute a part thereof unless a copy of said report or document is provided to the employee.
- (b) All disciplinary reports and documents on an employee's personnel file shall be removed after twenty-four (24) months provided that there has been no other discipline of a similar or like nature in the previous twenty-four (24) months. In the case of disciplinary reports or documents on the employee's file that are similar or like nature, then those reports or documents will be removed from the employee's file after twenty-four (24) months.

20.02 Notice of Investigation

- (a) All notices of investigation must be issued within five (5) days of the incident occurrence being made known to the Company, or they will be null and void, and removed from the employee's record.
- (b) Where an investigation is required, time will be allowed for completion of such. Any discipline must be issued within twenty-four (24) hours upon completion of investigation.
- (c) The notice may be in the form of verbal telephone communication between the Manager and the employee if the employee is on rotation and away from their site. The written notice will be sent via registered mail to the employee if they will not be returning to the work site due to termination or prolonged suspension. In all cases a copy of the notice will be sent to the Union.

20.03 Just and Reasonable Cause

No measure of discipline, suspension or discharge, or in any other form, will be imposed on any employee without just and reasonable cause, and without his/her receiving beforehand, or at the same time, a written notice outlining the reasons for the disciplinary measure imposed.

20.04 Suspension of an Employee During Investigation

- (a) If an employee is suspended pending an investigation, it will be clearly indicated on the notice. If there is no notice indicating pending investigation, then the suspension time will be considered the only form of discipline handed down.
- (b) An employee will not be held out of service unnecessarily in connection with an investigation but, when necessary, the time out of service will be with pay, unless suspension is found to be with cause.
- (c) If the Company indefinitely suspends an employee with or without pay while conducting an investigation for any offence, the Company will endeavor either to reinstate the employee pending further investigation, or to impose appropriate discipline based on the facts of a completed investigation, within ten (10) working days.

20.05 Notice of Disciplinary Interview

- (a) The Company must advise an employee and the Union within a reasonable time period in advance of a disciplinary interview or disciplinary counseling session and indicate the purpose of the meeting, including whether it involves the employee's personnel file.
- (b) An employee is entitled to review all statements or evidence relied upon by the Company as a result of the investigation. An employee will be given an opportunity to offer comment or rebuttal.

- (c) All documents referred to in Clause 20.05(b) may be censored at the Companies discretion. Such censoring will only be in the form of names and/or addresses, or any other identifying marks of the author.

20.06 Progressive Discipline

The purpose of the Progressive Discipline steps is to give every opportunity, and to allow for an employee to be able to correct or improve their job performance, or modify behavior. Termination from employment is a last resort, and/or is supplied in cases in which the consequences of the performance or behavior warrant it.

This Clause recognizes the application of progressive discipline; however, the nature of the discipline taken in the progression may vary depending on the seriousness of the infraction, or, continued infractions of Company policies, rules, or site specific regulations, which may cause employees to be subject to suspension or termination without the benefit of the full progressive process.

The standard process for the Progressive Discipline steps will be that which is addressed in the First Canada Employee Handbook (Cdn Version).

In all cases the Union and the employee will have the right to challenge the level of discipline imposed if they feel it is unfair or not warranted at that particular level.

20.07 Site Specific Rules

Site specific location, "absolutes" will take precedence over this Clause, however, the Company will make every effort to use the progressive discipline process, within their power.

20.08 Employee Opportunity

- (a) If any discussion or meeting, no matter how informal or formal, is conducted, and such meetings or discussions could in any way lead to the employee being disciplined or terminated, they will be permitted to have their Union representative, officer, or Job Steward be present at any such meetings. Until such Union representation arrives, they will have the right to not participate in any meetings or discussions.
- (b) No imposition of discipline shall occur, including Clause 20.07, without the employee having an opportunity to present their account, evidence and/or witnesses in their defense, during the investigation process.

ARTICLE 21:00 – GRIEVANCE PROCEDURE

21.01 Differences of Interpretation

All differences between the Company 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 and then referred to Clause 21.02 (4) below.

21.02 Grievance Process Steps

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

- (1) An aggrieved party shall within ten (10) days (excluding Saturdays, Sundays and Holidays) of the alleged violation submit their complaint in writing to the Steward or Business Agent who shall endeavour to settle the complaint between the employee and the employee's immediate supervisor.
- (2) If the complaint is not settled within two (2) days (excluding Saturdays, Sundays and Holidays) it may be referred to the Area Manager and an official representative of the Union.
- (3) If the complaint is not then settled within three (3) days (excluding Saturdays, Sundays and Holidays) it shall be referred to the Owner/Manager involved and the Business Agent of the Union.
- (4) If the complaint is not 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) appointee appointed by the Company, one (1) appointee by the Union and a neutral Chairperson appointed by the parties. Each party shall bear the expense of their appointee and the expense of the Chairperson shall be shared equally by the parties.
- (5) 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 Company may mutually agree to extend the time limits.

21.03 Probationary Employee Limitation

A probationary employee's discipline or termination may be the subject of a grievance up to Step 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.

21.04 Advancement to Arbitration

- (a) If either party fails to appoint a neutral Chairperson, such appointments shall be made in accordance with the *Alberta Labour Relations Code*.
- (b) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitral. 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.
- (c) 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.

21.05 Referral to Canadian Joint Grievance Panel

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 2 Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Clause or, withdraw the grievance.

ARTICLE 22:00 – PERSONNEL FILE

22.01 Consent to View

Each employee, and with his/her prior written consent, his/her Job Steward or Business Agent of the Union, will have access at a pre-arranged time to view the employee's personnel file.

22.02 Notification of Additions to File

Each employee will be advised by his/her immediate supervisor at any time of any addition or new notation to his/her file concerning his/her performance and will be provided with a copy of any document, relating to that employee's performance, which is to be placed on the employee's personnel file.

22.03 Disclosure

The Company or Union will not use in any grievance procedure, arbitration hearing, or other consideration involving disciplinary measures, any record the existence of which was not made known to either party.

22.04 Only One Record

For all purposes connected with this Collective Agreement, the file which is kept on site at the employee's regular place of work, will constitute the only record pertaining to an employee, and no other written evidence will be admissible for disciplinary or other measures taken against an employee.

22.05 Disclosure of File

Subject to the provisions of Clause 22.01 the personnel record may not be revealed to anyone without the express written consent of the employee except for:

- (a) superiors in direct line of supervision,

- (b) the employee's departmental or divisional manager or his/her assistant, or
- (c) the equivalent persons in another department or division into which the employee has requested a transfer or a promotion and is being considered for such a move.

At no time will any employee covered by the scope of this Collective Agreement, have access to employee files. This will include, but not limited to, the possession of any keys to cabinets or offices, or access to any computers that may contain employee information that goes beyond the scope of, as needed information, to perform their direct in line duties.

ARTICLE 23:00 – TERMINATIONS AND AMENDMENTS

- (a) This Collective Agreement shall be in full force and effect as of the first pay period following ratification by the Union and shall continue in full force and effect until July 31st, 2018 and from year to year thereafter, except as hereinafter provided.
- (b) Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days, or more than one hundred and twenty (120) days prior to the expiration date of this Collective Agreement.
- (c) Changes in this Collective Agreement, agreed upon by the parties hereto, may be made at any time provided that such changes are properly reduced in writing and executed by authorized representatives of the parties to this Collective Agreement.

IN WITNESS WHEREOF the Company and the Union have executed this Collective Agreement this 1st day of February, 2016.

On Behalf of
**First Canada ULC, Regional Municipality
of Wood Buffalo**



Stan Webber, President

ON BEHALF OF THE UNION
**International Union of Operating
Engineers, Local Union No. 955**


Bruce Moffatt, Business Manager


Jack Andrews, General Manager


Kevin Thomas, Financial Secretary


Stuart Morse, General Manager

LETTER OF UNDERSTANDING

By and between

First Canada ULC, Regional Municipality of Wood Buffalo
(hereinafter referred to as the Company)

And

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

Re: SUNCOR WORK

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from the first pay period following ratification by the Union through July 31st, 2018 as set out in the said Collective Agreement.

It is hereby agreed by the Company and the Union for the scope of work First Canada ULC is currently performing providing service from Fort McMurray to the Suncor Business Centre, as follows:

"All Operators performing this scope of work will be guaranteed a minimum of six (6) hours per day." Vehicles to be used are 26-30 passenger light buses and will be paid at the Shuttle Rate.

Signed this 15th day of February, 2016 on behalf of:

ON BEHALF OF THE COMPANY
**First Canada ULC, Regional Municipality
of Wood Buffalo**


ON BEHALF OF THE UNION
**International Union of Operating
Engineers, Local Union No. 955**


Stan Webber, President


Bruce Moffatt, Business Manager


Jack Andrews, General Manager


Kevin Thomas, Financial Secretary


Stuart Morse, General Manager

LETTER OF UNDERSTANDING

By and between

First Canada ULC, Regional Municipality of Wood Buffalo
(hereinafter referred to as the Company)

And

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

Re: GRANDFATHERED YELLOW BUS DRIVERS

Whereas the parties have reached a Memorandum of Agreement on September 11, 2015, which if ratified shall remain in effect from August 1st, 2015 through July 31st, 2018.

It is hereby agreed by the Company and the Union that the three (3) yellow bus drivers listed below will continue to be paid and advance according to the coach driver rate in Article 11:00, for the duration of this Collective Agreement.

- 1) Peter Hogan
- 2) Bernie Leudee
- 3) Steve Murphy

Signed this 1st day of February, 2016 on behalf of:

ON BEHALF OF THE COMPANY
**First Canada ULC, Regional
Municipality of Wood Buffalo**


Stan Webber, President

ON BEHALF OF THE UNION
**International Union of Operating
Engineers, Local Union No. 955**


Bruce Moffatt, Business Manager


Jack Andrews, General Manager


Kevin Thomas, Financial Secretary


Stuart Morse, General Manager

Letter of Understanding

By and Between

FIRST CANADA ULC - Regional Municipality of Wood Buffalo
(hereinafter referred to as the "Company")

and

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

Re: Committee – Schedule 'A'

During our negotiation meeting on November 16, 2015 the issue of Schedule 'A' was brought forward by both parties as a point of concern.

In an effort to bring a memorandum of agreement to the employees/members for ratification, the Company and the Union have made a commitment as follows.

A committee will be formed and the discussions will commence regarding Schedule 'A' within ninety (90) days of the ratification of the Memorandum of Agreement by the Local 955 members.

The intention of this committee is to discuss and explore options while working to a resolution regarding the requirement of Schedule 'A'. Also, to maintain good relations, hear out concerns, and engage in meaningful dialogue.

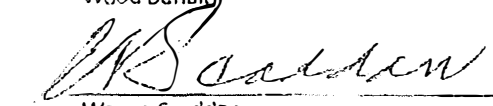
This committee will be comprised of fifteen (15) people and will include members directly affected by Schedule 'A', Local 955 Business Agents / Representative, site management along with senior management representing First Canada ULC in the Regional Municipality of Wood Buffalo.

Please note: Schedule 'A' will remain in effect until the successful conclusion and agreement of the above noted committee.

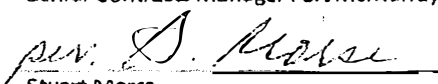
All of which is agreed this 17th day of November, 2015.

ON BEHALF OF THE COMPANY:

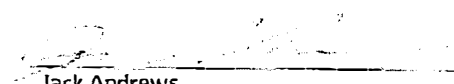
First Canada ULC (Regional Municipality of
Wood Buffalo)



Wayne Scaddan
Senior Contracts Manager Fort McMurray



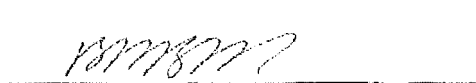
Stuart Morse
General Manager




Jack Andrews
General Manager

ON BEHALF OF THE UNION:

International Union of Operating Engineers Local
Union No. 955



Bruce Moffatt
Business Manager/CEO



Kevin Thomas
Business Representative

SCHEDULE A

Run "A"- SPLIT COACH RUN (When Operators are driving their coaches both ways)

(1) AM:

Leave camp at 3:00 AM to get coach and complete pre-trip. Leave site for pick up in town. Return to site with passengers. Park bus at site and complete post-trip. (Clean coach daily and fuel if needed). Return to camp by 7:00 AM.

RUN IS PAID FOUR (4) HOURS

PM:

Operators leave camp at 3:00 PM to get coach and complete pre-trip. (Clean coach and fuel if needed). If scheduled to do a side trip, arrive at destination on site at 4:10 PM depart at 4:20 PM to go to main admin. All coaches depart main admin at 4:30 PM to drop off passengers in town. All Operators return to site, complete post-trip and return to camp by 7:00 PM.

RUN IS PAID FOUR (4) Hours

- When completing this run if the schedule is followed, all Operators will have an eight (8) hour break from 7:00 PM to 3:00 AM or from 7:00 AM to 3:00 PM.
-

Run "A"- SPLIT COACH RUN (When Operators are driven to town in the AM and driven back to site in the PM)

(2) AM:

Operators meet in front of McKay Camp at 2:45AM (with the exception of Routes BH-1A and ER-1C. These two routes have earlier start times so Operators will drive from site in the AM.) Operator of ER-1B will pick up Operators in front of McKay at 2:45 AM to take them to the lay down in town. Operators will arrive at lay down 4:00 AM. Complete a 15 minute pre-trip, continue on to stage at start of route. Pick up passengers and head back to site. Complete post-trip. (Clean coach daily and fuel if needed). Return to camp by 7:00 AM.

RUN IS PAID THREE (3) HOURS

(If you are the Operator of route ER-1B **RUN IS PAID FOUR POINT FIVE (4.5) Hours.**)

PM:

Operators leave camp at 3:00 PM to get coach and complete pre-trip. (Clean and fuel coach if needed). If scheduled to do a side trip, arrive at destination on site at 4:10 PM depart at 4:20 PM to go to main admin. All coaches depart main admin at 4:30 PM to drop off passengers in town. Operators head to the lay down in town, park coaches and complete a 15 minute post-trip. Operator of route ER-1B will pick up Operators at lay down in town and take all Operators back to site.

RUN IS PAID THREE POINT FIVE (3.5) HOURS

(If you are the Operator of route ER-1B **RUN IS PAID FOUR POINT FIVE (4.5) Hours.**)

- When completing this run if the schedule is followed all Operators will have an eight (8) hour break between 7:00 AM and 3:00 PM.
- Operators will be paid a minimum of eight (8) hours/day.

Run "B"- SINGLE DROP OFF FROM ADMIN TO TOWN AT 4:30 PM

Operators leave camp at 3:00 PM to get coach and complete pre-trip. (Clean coach daily and fuel if needed). If scheduled to do a side trip, arrive at destination on site at 4:10 PM depart at 4:20 PM to go to main admin. All coaches depart main admin at 4:30 PM to drop off passengers in town. Operators head to the lay down in town, park coaches and complete a 15 minute post-trip. Operator of route DF-1A will pick up Operators at lay down in town and take all Operators back to site so this coach can be used in the morning by the DF-1A Operator to take the other Operators that do a double morning run to town.

RUN IS PAID THREE POINT FIVE (3.5) HOURS

(If you are the Operator of DF-1A the **RUN IS PAID FOUR (4) Hours.**)

- All Operators are back to site between 7:30 PM and 7:45 PM. These Operators all will be scheduled to do yellow bus runs in the morning for two (2) hours and also scheduled for two (2) hours of work during the day to make up an eight (8) hour day. The hours may consist of cleaning coaches or yellows, moving buses/coaches for pressure washer, moving buses for shop, etc.
- On the way back from town if all Operators decide they would like to stop for supper in town before returning to camp they can do so but this will be on their own time. They just need to inform dispatch of where the coach will be parked.

RUN "C"- DOUBLE MORNING COACH RUN (When Operators are driving their coaches both ways)

(1) AM:

Operators leave camp at 3:00 AM to get coach and complete pre-trip. Leave site for pick up in town. Return to site with passengers. Park coach at admin (go to McKay camp for breakfast if they want to). Depart admin at 6:50 AM to drop off passengers in town. Return to site with coach. Park bus at site and complete post-trip. (Clean coach daily and fuel if needed). Return to camp by 10:00 AM.

RUN IS PAID SEVEN (7) HOURS

RUN "C"- DOUBLE MORNING COACH RUN (When Operators are driven to town)

(2) AM:

Operators meet in front of McKay camp at 2:45AM (with the exception of route ER-1A. This route has an earlier start time so the Operator will drive from site in the AM.)

Operator of DF-1A will pick up Operators in front of McKay camp at 2:45 AM to take them to the lay down in town. Operators will arrive at lay down 4:00 AM. Complete a 15 minute pre-trip, continue on to stage at start of route. Pick up passengers and head back to site. Park coach at admin (go to McKay camp for breakfast if they want to). Depart admin at 6:50 AM to drop off passengers in town. Return to site with coach. Park bus at site and complete post-trip. (Clean coach daily and fuel if needed). Return to camp by 10:00 AM.

RUN IS PAID SIX (6) HOURS

(If you are the Operator of route DF-1A **RUN IS PAID SEVEN POINT FIVE (7.5) HOURS**)

- If you are completing a double am coach run you will also be scheduled to complete a PM yellow bus run (two (2) hours) to make eight (8) hours for the day. If your yellow bus run starts at 4:00 PM you will be paid three (3) hours for the yellow bus run to make nine (9) hours for the day.
- When completing this run if the schedule is followed all Operators will have an eight (8) hour break from 6:45 PM to 2:45 AM or between 7:00 PM and 3:00 AM.

RUN "D"- DOUBLE EVENING COACH RUN (When Operators are driving their coaches both ways)

(1) PM:

Operators leave camp at 3:00 PM to get coach and complete pre-trip. Leave site for pick up in town. Return to site with passengers. Park coach at admin (go to McKay camp for supper if want to). Depart admin at 6:50 PM to drop off passengers in town. Return to site with coach. Park bus at site and complete post-trip. (Clean coach daily and fuel if needed). Return to camp by 9:30 PM.

RUN IS PAID SIX POINT FIVE (6.5) HOURS

RUN "D"-DOUBLE EVENING COACH RUN (When Operators are driven to town and back from town)

(2) PM:

Operators meet in front of McKay camp at 2:30 PM. Operator of 12ER-9A will pick up Operators in front of McKay at 2:30 PM to take them to the lay down in town. Operators will arrive at lay down 4:00 PM. Complete a 15 minute pre-trip, continue on to stage at start of route. Pick up passengers and head back to site. Park coach at admin (go to McKay camp for supper if they want to). Depart admin at 6:50 PM to drop off passengers in town. Continue to lay down in town, park coach and complete a 15 minute post-trip. Get driven back to site by Operator of 12ER-9A. Return to camp by 10:00 PM.

RUN IS PAID SIX (6) HOURS

- All double evening Operators will be given two (2) hours of work during the day to make up an eight (8) hour day. The two (2) hours may consist of cleaning coaches or yellows, moving buses/coaches for pressure washer, moving buses for shop, etc. If scheduled to do an early AM yellow bus run and you have to start at 5:30 AM and did not return to camp until 10:00 PM the night before, you will be paid nine (9) hours for that particular day. Seven (7) hours for the coach run and two (2) hours for the yellow bus run.
- On the way back from town if all Operators decide they would like to stop for supper in town before returning to camp they can do so but this will be on their own time. They just need to inform dispatch of where the coach will be parked.
- Operators that do not wish to go to camp in between runs for supper, a supper will be ordered at McKay Camp by dispatch.
- Subject to change based upon the Client's requirements. All changes will be made in writing with a copy sent to the Local Union.