

COLLECTIVE AGREEMENT

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS CANADA
UNION, LOCAL NO. 401

AND

CIVEO CROWN CAMP SERVICES LTD.
DEVON ENERGY JACKFISH SITE

Renewal: March 31st, 2017

14823 (01)

TABLE OF CONTENTS

Article	Description	Page
	Preamble	3
1	Recognition	3
2	Management Rights	4
3	Union Security	5
4	Check Off	7
5	Grievance Procedure	7
6	No Strike or Lockout	10
7	Job Classifications and Pay, Premiums	10
8	Hours of Work and Overtime	12
9	Overtime, Callouts, Standby, Sunday Work, Split Shifts	14
10	General Holidays and Vacation Pay	17
11	Company Contributions	18
12	Probation	19
13	Promotions and Vacancies	19
14	Safety	20
15	Absence from Work	25
16	Bereavement Leave	26
17	Clothing and Tools	26
18	Apprenticeship	27
19	Union Management Committee	27
20	Discipline and Employee Records	28
21	No Discrimination	29
22	General	29
23	Transportation and Accommodation	30
24	Seniority	31
25	Work Expectations	32
26	Employee Rights	32
27	Term of Agreement	33
	Schedule "A" – Job Classifications and Pay Scale	34
LOU #1	Letter of Understanding #1 – Food Safety & Cleanliness	36
LOU #2	Letter of Understanding #2 – Printing of Collective Agreement	36
LOU #3	Letter of Understanding #3 – Driving Duties	37

COLLECTIVE AGREEMENT

The Agreement made this _____ day of _____, **2014.**

between

Civeo Crown Camp Services Ltd,
at the Devon Energy Jackfish Site
(hereinafter referred to as the “Company”)

and

UNITED FOOD & COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401
(hereinafter referred to as the “Union”)

Preamble

The purpose of this Agreement shall be to record the agreement of the parties arrived at through negotiation as to terms and conditions of employment relating to rates of pay, hours of work and other working conditions of employees; to provide a method of negotiating settlements of disputes and grievances; and to establish a harmonious relationship between the Company and employees.

Article 1 - Recognition

- 1.1 The Company recognizes the Union at the Devon Energy Jackfish Site as the sole and exclusive collective bargaining agent for employees of the Company, namely, “All employees except those designated as Managers, Chef, Safety Coordinator, Maintenance Supervisor, Head Housekeeper, Office Staff, and Clerical Staff”.

- 1.2 The Company signatory to this Agreement will not subcontract any bargaining unit work within the jurisdiction of UFCW Local 401, which is to be performed at the job site, except to a contractor who is signatory to this Collective Agreement.

Article 2 - Management Rights

- 2.1 The Company will be the sole judge of the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations. Except where otherwise expressly limited by a specific provision of this Agreement, the Company shall have the sole and exclusive right to determine all matters pertaining to the management of the Company and its affairs. Without limiting the generality of the foregoing, such Company rights shall include the right to:
- (a) **M**aintain order, discipline and efficiency;
 - (b) **S**elect or alter its products and services, determine operating schedules of production, the locations of operations, and methods and sequences of operations;
 - (c) **D**etermine the qualifications of any employee to perform any work, taking into full consideration such factors as ability and performance;
 - (d) Designate the work to be performed by the employee;
 - (e) Designate the time, or times an employee is to work;
 - (f) Hire, reassign, promote and require employees to observe fair and reasonable Company rules and regulations not inconsistent with the terms of this agreement; and
 - (g) Demote, discipline or discharge for only just cause.

2.2 Matters not specifically covered by the express provisions of this Agreement will be dealt with at the sole discretion of the Company.

Article 3 - Union Security

3.1 Every employee shall at the commencement of their employment apply for and maintain membership in the Union as a condition of their employment.

3.2 The Company shall provide one **(1)** hour of paid time for each employee or group of employees in the first month of employment for the **Shop Stewards** or Union Representative to provide a proper Union orientation.

3.3 A duly accredited Officer of the Union or Union Representative shall be admitted to the Company's premises to attend meetings related to employees and to observe working conditions. The Union Representative agrees to comply with the client's reasonable access rules, and the Company agrees to make every effort to facilitate Union access to its members.

3.4 **Shop Stewards** shall be recognized by the Company and shall be treated fairly and impartially. With permission of the Company, which shall not be unreasonably withheld, **Shop Stewards** shall be allowed time during working hours to perform the work of the Union without loss of pay or benefits. The Union **shall** appoint members, as **Shop Stewards**, such that there will be proper representation for workers on each shift and at each location (e.g. Housekeeping, Catering). Issues requiring the attention of Senior Management shall be addressed by the Union Representative or his/her designate. The Union will notify the Company in writing of the names of the **Shop Stewards** appointed by the Union.

3.5 Employees shall, at their request, have the right of Union representation by a **Shop Steward** or Union Representative in any dispute with the Company, or discussion that may lead to discipline. A **Shop Steward** shall be present during investigation meetings and

at the time an employee is presented with written notice of discipline, suspension, or discharge (a copy of the written notice will be provided to the **Union** member and the **Union Representative** attending the discipline, suspension or discharge meeting). **A copy shall be sent to the Union office via email within forty-eight (48) hours.**

3.6 Leave of absence without pay shall be granted to up to **six (6)** employees appointed by the Union to sit on the Union bargaining committee for the purpose of collective bargaining. The Company agrees to remunerate and treat employees who are on collective bargaining leave as though they were working without loss of seniority and benefits. The Union agrees to reimburse the Company for such remuneration.

3.7 The Union shall have the right to post notices and informational material on bulletin boards in the workplace supplied by the Company. All such notices must be signed and authorized by the Union Representative. The Company also agrees to assist in the distribution of Union mail to members.

3.8 ***The Company agrees to provide the following information via FTP website by the middle of each month for the previous month sorted by Lodge and Department:***

(a) ***Name, home address, telephone numbers, cell phone, Social Insurance Number, Postal Code and email address;***

(b) ***Seniority lists – employee name, number, Department, Classification, rate of pay, and seniority;***

(c) ***Employees hired and terminated during the preceding month;***

(d) ***Hours worked by each employee in each week of the previous month;***

(e) *Employees on a leave of absence and the nature of the leave.*

Article 4 - Check off

- 4.1 The Company agrees that upon written request by the Union, accompanied by signed authorization cards, all initiation fees shall be deducted for and on behalf of all employees who are applying to be members of the Union, and such monies shall be made payable, for deposit only, to the Union's bank account and forwarded to the Union not later than the fifteenth (15th) day of the following month accompanied with a list of names of all employees for and on behalf of whom such deduction have been made in the format required by the Union. Monthly statements showing the names of all additions and deletions of members together with reasons for the same shall also be forwarded to the Union.
- 4.2 All employees shall, as a condition of employment, consent to the deduction of initiation fees, Union dues, fines, assessments, or other levies, and such monies shall be automatically deducted from the earnings of the employee and remitted by the Company as stated in this article.

Article 5 - Grievance Procedure

- 5.1 A grievance is a dispute raised by an employee or employees or the Company or the Union as to the meaning or application of a provision of the Agreement. A grievance must specify the issue/s involved and also specify the action requested on behalf of the grievor. In case of discharge, the Company will notify the Local Union prior to dismissal, where possible; but no later than the following day shift.

5.2 Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Lodge Manager or designate. The employee shall be accompanied by a Shop Steward at this step.

5.3 First Step

A grievance shall be presented to the Company's designate for Labour Relations or Human Resources, with the answer to be given in writing within seven (7) days of such presentation. Any grievance, including a grievance lodged by an employee claiming he was discharged without just cause, not presented within fourteen (14) calendar days of the occurrence of the act causing the alleged grievance will be barred.

5.4 Second Step

If a satisfactory settlement is not reached in the First Step, then it may be referred to the Second Step, provided it is so referred in writing to the Human Resources Director within seven (7) calendar days after receipt of the Company's answer in the First Step. At the Second Step, the grievor may be represented by a Union representative. The Union and Company representatives will meet and discuss the grievance and the Company's answer will be given within fourteen (14) calendar days after delivery of the Company's First Step answer.

5.5 Arbitration

If no satisfactory settlement has been reached in the first two steps or the expedited grievance procedure, then the grievance may be submitted to arbitration by written notice given within thirty (30) calendar days to the Company.

If within thirty (30) calendar days after such written notice for arbitration, the parties have failed to agree upon an arbitrator, either

party may request the Director of Mediation Services for the Province to appoint an arbitrator.

- 5.6** The decision of the arbitrator shall be binding on both the Company and the Union. The expense of the arbitrator shall be shared equally by the Company and the Union. The arbitrator shall have no authority to add to, modify or alter any of the terms or provisions of this agreement; the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of this written contract with respect to the dispute.
- 5.7** In the event that either the Company or the Union wish to process a policy grievance, such grievance shall be submitted by the one party to the other, in writing, and shall be submitted within fourteen (14) calendar days of the act causing grievance. The party in receipt of the grievance must make known its decision regarding the grievance to the other party within fourteen (14) calendar days of receipt. In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration **within** thirty (30) calendar days of the rendering of the decision.
- 5.8** The Union and the Company agree to have an expedited grievance procedure to deal with grievances resulting from site suspensions required by the client or site suspensions by the Company and termination discipline. The Union and the Company agree to meet or fully discuss the matter within **ten (10)** calendar days of a grievance being filed in an attempt to resolve the issue. Should the grievance be submitted to arbitration the arbitrator shall be instructed to schedule and treat the matter with urgency, requiring both sides to do the same. An oral decision will be required within **fourteen (14)** days of the completion of the arbitration hearing. A written decision with reasons shall be provided as soon as possible if either side requests it.

Article 6 - No Strike or Lockout

6.1 The Company agrees that it will not cause or direct any lockouts of its employees during the life of this agreement. In like manner, the Union agrees that there shall be no strike or work stoppage during the life of this agreement.

Article 7 - Job Classifications and Pay, Premiums, Relief Pay

7.1 Job classifications and pay shall be according to Schedule "A" attached to and forming part of this Agreement.

7.2 In the event that the Company creates a new classification that is not included in this Collective Agreement and falls within the scope of this Agreement, the rate of pay shall be negotiated by the Company with the Union. If a satisfactory conclusion to negotiations has not been concluded within fourteen (14) calendar days or such longer time as may be agreed upon, then the matter may be referred to arbitration. The final settlement of the rate of pay shall be retroactive to the placing of an employee in the new classification.

7.3 Union employees relieving non-union positions shall receive a premium of one dollar fifty cents (\$1.50) per hour for all hours worked.

7.4 A Housing/Retail Worker relieving a Housekeeping Coordinator shall receive a premium of one dollar twenty-five cents (\$1.25) per hour for all hours worked. A Journeyman Cook or Non Journeyman Cook relieving a 1st Cook shall receive a premium of one dollar twenty-five (\$1.25) per hour for all hours worked.

7.5 Payday shall be once every two (2) weeks by direct deposit to the employee's account. The Company shall be allowed up to one (1) week following the end of the pay period to prepare payrolls.

- 7.6 Employees required to work a split shift shall be paid a split shift premium of sixty (\$0.60) cents per hour for all hours worked in addition to all other premiums or differentials paid.
- 7.7 Employees shall be paid, in addition to other wages or premiums payable to them, a night shift premium on all hours worked on other than regularly scheduled day shifts. The night shift premium will be **one (\$1.00) dollar** per hour paid on a straight-time basis on all the regular hours and any overtime hours on such shifts. Night shift is any shift that includes at least four (4) hours between 8:00PM and 6:00AM.
- 7.8 There shall be no pyramiding of premiums under this Agreement unless otherwise specified elsewhere in the Collective Agreement.
- 7.9 ***The parties recognize the importance of ensuring the quality and consistency of training for new employees. To reflect this, there will be two (2) employees designated as ‘trainers’ in each department (Housekeeping, Kitchen) of each Lodge.***

To ensure that the proper candidate is selected, seniority will not be the determining factor. A representative of the Union will participate in the selection process to ensure an open and transparent process. If issues arise as to the selection of trainers, there will be a discussion between the Union President and the Company Vice President of Human Resources.

The employee designated as the trainer will have their work expectations on days when they are conducting training reduced commensurate with the amount of training being performed on the day, and will receive a premium of two (\$2.00) dollars per hour for all hours spent conducting training.

The scope and length of training will be determined by the department head, with initial and ongoing input from the trainer.

- 7.10** When to meet the Company's requirements, an employee is temporarily transferred to a lower classification job while work is still available for him at his regular job, he shall receive the wage rate for his regular job. When due to shortage of work, an employee is transferred to a lower class job as an alternative to layoff or discharge, he shall receive the wage rate for such lower classification effective the day following such transfer.
- 7.11** When an employee is temporarily transferred to a higher classification job, he shall receive the wage rate for such higher classification for the hours worked as such higher classification. A temporary transfer shall not normally exceed sixty (60) days after which the employee shall either revert to his previous classification to transfer permanently to the new classification, subject to the reinstatement of an employee who has greater seniority under Article 24.3.

Article 8 - Hours of Work and Overtime

- 8.1** This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per week, or days of work per week or as a restriction on the scheduling of a longer or shorter work week whenever this is required for business reasons. However, the parties desire to provide continuous employment to employees and to the extent possible, the **Company** will make all possible efforts to provide forty (40) hours of employment a week to employees.
- 8.2** The Union recognizes the Company's need for the flexibility to establish work schedules, to amend work schedules, to assign and re-assign employees to work schedules, to set employees' hours of work, and to change these arrangements to meet operating needs as the sole responsibility of the Company without limitation except as expressed through the specific written conditions of this Agreement. New shift schedules shall require consultation with the Union prior to implementation.

8.3 Regular Work Schedules

For the purpose of writing schedules Sunday will be considered the first (1st) day of the work week.

Regular Work Schedule

The regular work schedule shall be defined as up to ten (10) hours per day, forty (40) hours per week. ***The Company shall schedule employees in a manner that they are scheduled for a minimum of eight (8) hours per day. Nothing in this article limits or restricts the right of the Company to lay off employees when it deems necessary.*** Overtime shall be paid as per Article 9.1.

- 8.4 Shift schedules, meal times, starting times, and stopping times shall be established by the Company and posted for a two (2) week period in locations accessible by employees. Every employee shall be assigned a shift schedule with regularly scheduled days off.
- 8.5 Employees shall receive a work break of at least eight (8) hours between shifts including overtime. In the event that an employee does not receive eight (8) hours between shifts they shall be considered to still be working on their previous shift at the applicable rate, including overtime. Employees working overtime will not lose the pay for the time taken from their shift to make up the eight (8) hour break.
- 8.6 Employees shall receive a fifteen (15) minute paid coffee break in the first half of a shift, and a fifteen (15) minute paid coffee break in the second half of a shift, in addition to an unpaid half-hour lunch break. Employees scheduled to work over a ten (10) hour shift shall receive an additional ***fifteen (15)*** minute paid coffee break.
- 8.7 If changes are required to employee's daily shift schedules, starting times, or stopping times the Company shall provide a minimum of twenty-four (24) hours notice. In the event of unforeseeable circumstances the Company will provide as much notice as possible. ***For the purposes of this article, notice requires direct***

communication with employees by in person, telephone, text message, or email communication. It is not sufficient to simply change an employee's schedule.

8.8 ***The Company will schedule the employees on a 21/7 rotation and/or a 10/4 rotation.*** When the Company finds it necessary to change the monthly work schedule rotation or pattern the Company will provide the Union and employees thirty (30) days notice of the change.

Article 9 - Overtime, Callouts, Standby, Sunday Work, Split Shifts

9.1 Overtime

- (a) Time and one half (1 1/2 X) the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.
- (b) Time and one half (1 1/2 X) the employee's regular rate of pay will be paid for all hours worked on Saturday and/or Sunday.
- (c) ***All hours worked on Sunday shall be paid at double (2X) times the employee's regular rate provided that the employee has worked all scheduled work days during the prior week. If the employee has not worked all scheduled work days during the prior week, the hours worked on Sunday shall be paid at one and one half (1 1/2 X) times the employee's regular rate.***
- (d) The first two (2) hours of overtime worked on a split shift shall be paid at the rate of one and one half times (1 1/2X) the employee's regular rate. A split shift shall be confined within a continuous twelve (12) hour period. If an employee consents to working past the twelve (12) hour period, the **Company** shall be required to pay double time (2X) on such hours.

9.2 A system for fair and reasonable distribution of overtime shall be established. ***Employee availability for overtime shall be established by job classification and worksite.*** Overtime hours worked will be recorded for employees with overtime refused considered as overtime worked. These records will be provided to the Union as requested. The parties agree to meet promptly to resolve any issues respecting fair and reasonable distribution of overtime.

Overtime Distribution Guidelines

Management will determine when overtime work is required and the number of employees required to perform the work required.

A. Planned Overtime

(eg. Special Functions, Opening of New Wings)

Planned overtime shall not be regularly used to offset staffing shortage.

- (1) An overtime signup sheet will be posted for those employees who are required to perform the extra duties.***
- (2) Selection for the overtime is agreed that the factors to be considered shall be performance, qualifications, and the ability to perform the work required. Should performance, qualifications and ability to perform the work be sufficient, senior employees who have signed up for the overtime on the required sheet shall receive the overtime.***
- (3) If no employees sign up for the extra overtime, then the most junior employees with the qualifications and abilities will be assigned the extra duties.***

B. Unplanned Overtime

(eg. Fire, Flood, Employee Illness, Not Returning from Turnaround)

Unplanned overtime shall not be regularly used to offset staffing shortage.

(1) Overtime is offered to employees currently on shift in the required area at the Lodge where the overtime is required.

(2) Should employees currently on shift in the required area at the Lodge where the overtime is required turn down the overtime, then employees with the required qualifications currently on shift in the same job classification will be offered the extra overtime.

(3) If no employees are available for the extra overtime then the most junior employees with the qualifications and abilities will be assigned the extra duties.

9.3 An employee who has left work and is called out and reports to work outside his regular shift shall be provided with a minimum of four (4) hours work or four (4) hours pay **at** the overtime rate provided such work is not continuous with the employee's regular shift.

9.4 An employee who reports for work as scheduled without having been notified not to report and for whom no work is available, will be allowed four (4) hours pay **at** the rate of the job for which he was scheduled to report.

9.5 An employee who reports for and commences work, shall be paid at the applicable rate for a minimum of four (4) hours or hours worked, whichever is greater.

Article 10 - General Holidays and Vacation Pay

10.1 (a) General Holidays shall be as follows:

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

(b) When a General Holiday falls on a Saturday and/or Sunday, the following work day(s) will be observed: Monday and/or Tuesday.

10.2 The Company may require employees to work on any of the above **General Holidays**. Such employees working on any of the above **General Holidays** shall be paid at the rate of time and one half (**1 1/2X**) times based on the employee's regular hourly rate.

10.3 General Holiday pay shall be paid at the rate of four (4%) percent of the employee's regular straight time rate for all hours worked.

10.4 Vacation pay shall be paid at the rate of six (6%) percent of the employee's gross wages.

10.5 General Holiday pay and vacation pay shall be paid on each pay period.

10.6 Employees with a minimum of six (6) months of service shall be entitled to two (2) weeks of vacation time per year. Scheduling of vacation shall involve the balancing of the Company's reasonable operational requirements with the employee's right to the time off. The Company shall not unreasonably deny employees chosen vacation schedules, but has the final reasonable discretion in determining actual vacation scheduling. A year is defined as twelve (12) months from the employees start date and every twelve (12) consecutive months thereafter.

Article 11 - Company Contributions

11.1 Health and Welfare

The Company agrees during the term of this agreement to provide a health and welfare plan to eligible employees. Employees become eligible **thirty** (30) calendar days after their start date. The company shall contribute **two dollars fifteen cents** (\$2.15) per hour for every bargaining unit hour worked towards the cost of premiums for such coverage. The Company shall provide benefits as set out in the benefits booklet. The health and welfare plan shall include:

Group Life Insurance, Accidental Death and Dismemberment, Vision Care, Extended Health Care, Prescription Coverage, Dental Care, and Short Term Disability. The Prescription Coverage will include the Pay Direct Drug Card.

11.2 Retirement Plan

The Company will contribute **four dollars twenty-five cents** (\$4.25) **per** hour worked to a RRSP for eligible employees.

11.3 Education and Training Fund

The Company agrees to contribute fifteen (**\$0.15**) cents for each hour worked in the bargaining unit to the UFCW Local 401 Education and Training Fund.

11.4 Building Trades or Alberta Federation of Labour Assessment

The Company agrees to contribute six (**\$0.06**) cents for each hour worked in the bargaining unit to the UFCW Local 401 for Building Trades or Alberta Federation of Labour dues assessment.

11.5 *Employees being laid off may choose to continue their extended health, dental and life insurance benefits at their own cost from the date of layoff until the expiration of their recall rights.*

Article 12 - Probation

12.1 Probationary Period

A newly hired employee shall be on probation for the employee's first ninety (90) calendar days employed. The termination of a probationary employee shall not be subject to arbitration unless the termination involved a breach of human rights principles.

Article 13 - Promotions and Vacancies

13.1 Employees interested in skills development or career opportunities shall make their Manager aware of that interest in writing. The Manager shall keep a record of employees interested in other opportunities.

13.2 The Company will post for vacancies, promotions and new positions in a conspicuous location for a period of **ten (10)** days at **all Crown/Devon Lodges**. Within the **ten (10)** day period set out above, employees may apply. Should performance, qualifications and ability to perform the work be sufficient, senior employees shall receive these positions. However, in the event that there are no qualified employees or that none of the employees have sufficient ability to properly perform the work in question, the Company reserves the right to fill the position from any source.

The Company will provide the successful candidate with the necessary training.

13.3 An employee who fills a position as per **Article** 13.2 shall be given a trial period of up to forty-five (45) working days. If during this trial period the Company determines the employee is not satisfactory or if the employee does not wish to continue in the position, the employee shall revert to his former position. Employees shall have the right to withdraw their application for a position up until the time the position is filled. In the event an employee withdraws their

application, the position shall be filled by other employees who applied according to the conditions of this article.

- 13.4 Temporary appointments to fill a position during the recruitment process shall only be with the agreement of the appointed employee. The Company will advise the Union of any temporary appointments.

Article 14 - Safety

- 14.1 The Company and the Union agree that it is in the interests of all concerned to maintain high standards of safety and health in order to prevent industrial injury and illness. The Company agrees to ensure the health and safety of its employees.
- 14.2 The parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Code, as well as all safety regulations specified by the Company and the Client.
- 14.3 The Company ***shall maintain Health and Safety Committees as outlined below. Health and Safety Committee meetings must occur.***

Members

Each Health and Safety Committee must have:

- (a) ***At least two (2) but not more than four (4) worker members per Lodge (for purposes of this section District, J1 and J2 are each separate Lodges), and***
- (b) ***At least one (1) but not more than four (4) Company members per Lodge.***

Members of the committee will be provided a minimum of twenty one (21) hours of training in the proper functioning of a Health and Safety Committee. Training content shall be agreed upon by the Company and the Union. Paid training of fourteen (14) hours shall be provided every two (2) years after the initial twenty-one (21) hours of training outlined above.

The costs of the training will be paid by the Company. Committee members who attend training will be paid the greater of their scheduled hours or the time spent in the training.

Committee members will be paid for actual time spent at scheduled meetings and inspections.

Term of Membership

Members of the Health and Safety Committee hold office for a term of not less than one (1) year and may continue to hold office until their successors are appointed.

Members of the Health and Safety Committee may be re-appointed for further terms.

A worker member of the Health and Safety Committee may be replaced at any time during that member's term of office by the Union.

A list of the members of the Health and Safety Committee for each Lodge will be posted in a conspicuous location in the Lodge, and new hires will be introduced to the Health and Safety Committee member(s) in their department as part of their orientation.

Worker Member Appointment

Worker members of the Health and Safety Committee will be appointed by the Union from the workers who are part of the

bargaining unit to provide proper representation from each department (for example: housekeeping, kitchen).

In the event that the Union is unable to appoint worker members to the Health and Safety Committee, the Company and the Union shall meet forthwith and both parties shall make immediate efforts to recruit and appoint worker members.

To be eligible to be appointed a worker member, a person must work at the work site where the Health and Safety Committee is established. At any time a Union staff representative may attend meetings as an observer.

Appointment of Company Members

Company members of the Health and Safety Committee must be appointed to the committee by the Company in such a manner as to ensure there is representation from each department and will include the Lodge Manager and a member of the Crown safety department. At any time, a senior Company representative may attend meetings as an observer.

Co-chairs of Committee

The Health and Safety Committee must have two (2) co-chairs.

Worker members must select one (1) co-chair from among themselves.

Company members must select one (1) co-chair from among themselves.

Recording and Posting Minutes

The co-chair selected by Company members must ensure that:

- (a) Minutes of each meeting of the Health and Safety Committee are recorded,***

- (b) Copies of the minutes are given to the employer, the Local Union and all members of the committee within seven (7) days after the day the meeting was held; and**
- (c) Copies of the minutes will be reviewed and approved by the co-chairs and will be posted at the work site within seventy-two (72) hours after the day of the meeting.**

Meetings

The Health and Safety Committee must meet once in each calendar month.

Worker representatives will be scheduled to ensure their availability to attend the meetings. Company and worker representatives on shift at the time of the meeting must attend the meeting. Meetings and inspections shall be scheduled in such a manner to allow appropriate time for the committee to perform their functions.

Duty to Inspect Work Site

The Health and Safety Committee must perform inspections at the work site once before each regular meeting of the committee.

Other Responsibilities of the Committee

The Health and Safety Committee will make recommendations to the Company on the following areas:

- Hazard identification and control**
- Health Safety & Environment (HSE) incident investigations**
- HSE audits**
- Emergency planning and response**
- Worker training programs**

- **HSE communications**
- **HSE initiatives**
- **Any other health and safety matters as may be appropriate.**

Crown/Devon Wide Safety Meeting

Twice (2X) per year the co-chairs of each Health and Safety Committee will meet to discuss health and safety trends and needs within Crown/Devon. These meetings will be rotated between Lodges.

- 14.4 No employees will be required to perform work that constitutes imminent danger to themselves or others nor will they be disciplined for such refusal. An employee who is unsure of the safety of any action should, prior to committing such action, discuss their concerns with their Supervisor and, if necessary, their Steward and/or a Safety Committee Representative. Any disagreement thereafter as to the safety of any act should be referred to the Manager.
- 14.5 Minutes of all meetings shall be recorded by the Committee. Copies shall be given to all members of the Committee and a copy **will be** sent to the Local Union and the Company.
- 14.6 Each shift **shall** hold a safety discussion a minimum of once every week **and it must be scheduled for a minimum of twenty (20) minutes. The Health and Safety Committee shall determine the weekly topic schedule for these meetings by meeting four (4) times per year to determine the schedule for the following three (3) month period. The presenter at each weekly meeting shall alternate between a Management representative from the Health and Safety Committee and an employee representative from the Health and Safety Committee. It is understood that weekly topic scheduled items may be replaced with urgent or timely issues at the discretion of the co-chairs of the Health and Safety Committee.**

- 14.7 The Company agrees to comply with all OH&S legislation and regulations. The Company agrees to follow the OH&S legislation with respect to arranging for transporting ill or injured workers to the nearest health care facility.

Article 15 - Absence from Work

- 15.1 An employee who may be absent from work due to illness, or late, shall notify their immediate **S**upervisor or **D**ePARTMENT **H**ead as soon as is reasonably possible. It is understood that in emergency circumstances, employees may be unable to provide the required notification.

The Company will not require a doctor's certificate for absences of less than three (3) days for medical reasons unless the employee has been formally advised that their attendance record is unacceptable and that doctor's certificates will be required for absences in the future.

Employees will be responsible to provide, at their cost, for each occurrence the initial medical certificate to justify their absence. The Company will pay the cost for additional medical documentation or information requested.

- 15.2 If operating conditions permit, leave of absence without pay may be granted by the Company for periods of up to three (3) months. ***The Company shall reply in writing to employee's request within fourteen (14) days.*** Requests shall not be unreasonably denied. ***The Company will send out a copy of their reply to the Union office at the same time. Where an employee faces a circumstance where they want time off and long distance travel or an extended period of time off is required, the Company shall treat the circumstance with special sensitivity.***

- 15.3 When a regular employee is called for jury service, or formally subpoenaed as a witness for the Crown they shall be excused from work on the days they are required to appear in court. Employees

called for court in this manner, upon proof of such service and of the amount of pay received therefore, will be paid whatever sum, if any, is necessary in addition to the fees received for such service to reimburse them for earnings lost because of such service.

- 15.4 Maternity, adoption and parental leave shall be granted according to conditions of the Alberta Employment Standards Code.
- 15.5 Compassionate leave shall be dealt with on a case by case basis. Reasonable requests shall not be denied.

Article 16 - Bereavement Leave

- 16.1 If any employee suffers a death in the immediate family, they shall be granted a leave of absence **for up to seven (7) consecutive days, commencing with the date of death, of which three (3) days shall be** with full pay. In the event that the funeral services are conducted in a location other than Alberta and the employee attends the funeral, then the seven (7) consecutive days described above shall be extended to fourteen (14) consecutive days. The Company may grant additional leave without pay to the bereaved employee.

Immediate family includes: spouse, life-partner, mother, father, brother, sister, children, step-child, step-parents, step-sister, step-brother, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparents or grandchildren.

This article does not apply if an employee is already on a different leave of absence or vacation.

Article 17 - Clothing and Tools

- 17.1 The Company agrees to provide, free of charge to employees, safety supplies and articles of clothing and footwear which are deemed by law or Company policy to be necessary for the

employee's safety and health. In addition the Company will provide winter clothing and winter footwear to employees who are required to work on a continuous basis outside. The Company shall supply suitable seasonal protective clothing for unloading of supplies. The employees will provide all other articles of clothing.

- 17.2 Employees are required to take good care of such safety supplies, and articles of clothing provided to them by the Company and such articles shall be returned to the Company on termination of employment.
- 17.3 The Company shall supply free of charge any uniforms, laundry and tools of same that the employees may be required to wear and/or use. Such articles shall be returned to the Company on termination of employment.

Article 18 - Apprenticeship

- 18.1 Sixty (60) calendar days after returning to work, the Company will reimburse apprenticeship tuition fees to employees who have attended applicable apprenticeship training, provided only, that such employees passed their respective courses.
- 18.2 New pay rates for apprentices advancing to another level will commence on the date that the Company receives written confirmation from the Apprenticeship Board that the employee has successfully completed his/her apprenticeship level.
- 18.3 Retroactive pay will apply for the apprentice, back to the date that all apprenticeship requirements were fulfilled.

Article 19 - Union Management Committee

- 19.1 The Union and the Company shall establish a Union Management Committee structure to allow for discussion of issues of interest or concern to the parties.

- (a) Meetings are to be scheduled once a month **for the Crown/Devon site.**
- (b) As a guideline, meetings should not take longer than **one (1)** hour.
- (c) Agenda items will be communicated to each party prior to the meeting.
- (d) Minutes will be recorded for each meeting and reviewed by both parties before distribution.
- (e) There will be a minimum of **two (2)** to a maximum of **four (4) stewards from the District Lodge and a minimum of one (1) to a maximum of two (2) from each of the other Lodges** to attend the meeting.

Article 20 - Discipline and Employee Records

- 20.1 Any discipline resulting from an incident will be implemented within seven (7) days of the incident becoming known to the Company (extensive investigations excepted). In the event an employee is on turnaround, leave of absence or vacation the discipline will be implemented no later than **three (3)** days after their return from absence.
- 20.2 Discipline must be based on just cause and in accordance with the principles of progressive discipline.
- 20.3 Employees shall be allowed to review and make a copy of their personnel files in the presence of a Company representative.
- 20.4 Records of disciplinary action shall be removed from the employee's file and not referred to in the future after the earlier of:

- (a) A period of one **(1)** year has elapsed from the incident giving rise to the discipline provided there are no further incidents of discipline during this one (1) year period; or
- (b) Such disciplinary action or dismissal has been grieved and determined to be unjustified.

20.5 A UFCW staff representative will be required to participate when a **Shop Steward** is disciplined.

20.6 The Company shall not discipline, terminate, or invoke a penalty of any kind in respect to employees who have, in good faith, spoken out or complained about camp, working conditions, the Company, or a client to anyone. Such protections shall also apply to employees who, in good faith, speak out or complain about conditions, environmental issues, or political issues that in any way arise out of or relate to the oil industry.

Article 21 - No Discrimination

21.1 Neither party shall discriminate against any employee on the basis of Union activity, gender, sexual preference, religion, race, national origin, age, marital status, political affiliation, handicap, or place of residence. The parties agree to act in accordance with the **Alberta Human Rights Act** and that the foregoing grounds are subject to the bona fide occupation requirements permitted in law.

Article 22 - General

22.1 Interpretations

In this Agreement (unless otherwise indicated by the context) all words of masculine gender shall include the feminine and vice versa.

22.2 Company personnel not within the bargaining unit shall not perform the work normally done by bargaining unit employees except when required due to a shortage of staff, minor assistance to employees, emergencies, or training.

22.3 The Company and the Union shall cooperate in the implementation of Aboriginal employment and training programs that are consistent with the provisions of this agreement.

22.4 Union Bulletin Boards

The Union shall be allowed to place a Union bulletin board in a mutually agreed upon conspicuous location at each site. The Union shall be allowed to place Union notices, posters, newsletters, and information regarding grievances and collective bargaining on its bulletin board.

22.5 Union Decals

The Union shall be allowed to place its Union decal in a mutually agreed upon conspicuous location at each site.

Article 23 - Transportation and Accommodation

23.1 Transportation

(a) Point of dispatch shall be Edmonton, Alberta. Transportation shall be provided by the Company to and from point of dispatch and the site. The Company shall provide to each employee a subsidy of two hundred (\$200.00) dollars per turnaround while actively employed. For clarity, an employee is not actively employed while on a leave of absence, disability, Workers' Compensation or any other leave. Such monies will be paid on the first payroll of each turnaround starting the first turnaround following ratification. The Company shall pay a pro-rated amount for the portion of the turnaround in which said employee is hired, laid off or quits.

- (b) Should air transportation be provided, from Edmonton to the site and return, by the **Company** or via an independent source no travel allowance will be paid.

23.2 Accommodation

- (a) Accommodations shall be provided by the Company for employees at no **cost only** for working days.

Meals shall be provided by the Company for all employees at no cost to the employee. Meals are provided at no cost only for working days.

- (b) The work site shall not provide permanent residence to employees, nor shall it become the permanent address for any employee. Employees will be required to pack up and vacate their room prior to leaving on their turnaround.
- (c) If the Company requests that the employee change their accommodation (room) during working hours the move shall be at the Company's time. If the employee is asked to move after working hours the employee will be paid **two (2)** hours at their regular rate of pay.

Article 24 – Seniority

- 24.1 Seniority shall be defined as length of continuous service with the Company at **the Crown/Devon** worksite.
- 24.2 Qualifications and ability being sufficient, filling of vacancies, transfers, staff reductions, layoffs, reduction of hours, recalls, and vacation selection shall be determined by seniority.
- 24.3 Laid off employees shall have recall rights for one hundred **fifty (150)** days and their seniority shall accrue during this period.

24.4 Where the Company is able to meet its operational requirements, preference in scheduling shall be determined by seniority.

24.5 *When a vacancy occurs in a shift rotation, that shift rotation must first be offered to current employees based on seniority.*

Article 25 - Work Expectations

25.1 Employees workloads and work assignments shall be fair and reasonable. For employees who are not at the top wage rates, the workload and assignment expectations shall be commensurate with hours of experience.

Article 26 - Employee Rights

The Company is committed to complying with the terms and conditions of the Collective Agreement.

The Company agrees to treat all employees with dignity and respect, ensuring, without restricting the generality of the foregoing:

1. The right to a safe workplace.
2. The right to be free from discrimination, intimidation, retaliation, and harassment.
3. The right to be compensated for work performed.
4. The right to be informed of all workplace rights, obligations, policies and rules.
5. The right to translation, if necessary.
6. The right to safe and necessary equipment.
7. The right to necessary training for the work performed.
8. The right to participate in lawful Union activity.
9. The right to statutory benefits, rights, and other privileges.

Article 27 - Term of Agreement

27.1 Except as otherwise specified, this Agreement shall be effective the **Sunday following** ratification and shall remain for a period ending March 31st, **2017** and from year to year thereafter, providing that either party may not less than sixty (60) days nor more than one hundred twenty (120) days prior to the termination date hereof, give notice in writing to the other party of its intentions to negotiate a revision thereof.

Signed this _____ day of _____, 2014

For the Company:

For the Union:

Company Committee:

Union Committee:

**Mike Pisak
Dale Martyn
Darren Ehman
Nick Stewart**

**Douglas O'Halloran
Clayton Herriot
Christopher O'Halloran
Anis Allani
Rose Charles
Zeinab Dirie
Oscar Enciso
Dilip Gottumukkala
Brody Morrow**

This Agreement was ratified on July 24th, 2014.

SCHEDULE "A"

Job Classifications and Pay Scale

Classification	3.5% Date of Ratification	3.5% <i>1-Apr-15</i>	3.5% <i>1-Apr-16</i>
1st Cook	34.72	35.94	37.20
Journeyman Cook/Baker	32.03	33.15	34.31
Cook/Baker Apprentice 3rd yr 85%	27.23	28.18	29.16
Cook/Baker Apprentice 2nd yr 75%	24.02	24.86	25.73
Cook/Baker Apprentice 1st yr 65%	20.82	21.55	22.30
Non Journeyman Cook/Baker	29.36	30.39	31.45
Kitchen Worker 3 (After 2080 hrs)	27.04	27.99	28.97
Kitchen Worker 2 (After 1040 hrs)	25.74	26.64	27.57
Kitchen Worker 1 (After 720 hrs)	23.17	23.98	24.82
Kitchen Worker (Start)	20.59	21.31	22.05
Housekeeping Coordinator	30.70	31.77	32.88
Housing/Retail Worker 3(After 2080 hrs)	27.04	27.99	28.97
Housing/Retail Worker 2(After 1040 hrs)	25.74	26.64	27.57
Housing/Retail Worker 1 (After 720 hrs)	23.17	23.98	24.82
Housing/Retail Worker (Start)	20.59	21.31	22.05

Wage Increase and Retroactivity

Employees who are on the payroll on the date the Memorandum of Agreement is ratified (July 24th, 2014) shall receive the wage increase retroactive to April 1st, 2014.

Schedule "A"

The intervals for movement from one classification level to another shall be the total number of hours worked described above.

The intervals for movement from one Apprentice level to another shall be in accordance with Alberta Apprenticeship regulations.

For the purposes of Schedule "A", it is understood that the **Company** shall properly classify new employees according to previous experience. When the **Company** hires or re-classifies an employee, they shall immediately advise the Union of their job classification and rate of pay. It is understood that the time limits for filing a grievance under these provisions shall be thirty (30) days from the date upon which the Union was advised of the employee's job classification and rate of pay. The **Company** shall not refuse to hire experienced employees because of this provision and shall maintain a reasonable compliment of experienced employees.

Letters of Understanding

1. Food Safety & Cleanliness

Food Safety

The Company agrees to pursue high standards of food safety and quality of food.

The Company agrees that food quality and food safety are the responsibility of the **Company**.

Cleanliness

The Company agrees to pursue high standards of cleanliness.

The Company agrees to change all bedding every seven (7) days and at check outs. This will apply to all rooms including staff rooms.

All bedding is defined as mattress pads, sheets, blankets and pillow cases. Comforters and bed spreads will be changed at every check out and/or once per month.

The Company agrees to investigate immediately any health concerns raised. Protocols for addressing health concerns will be developed and communicated to all employees.

2. Printing of Collective Agreement Booklets

The Company agrees to pay fifty (50%) percent of the cost of the printing of the Collective Agreement booklets.

3. Driving Duties

When the Company requires additional employees to perform driving duties, the senior employee who indicates interest and has sufficient qualifications and ability to perform the work will be selected.

Signed this _____ day of _____, 2014.

For the Company:

For the Union:

Company Committee:

Union Committee:

***Mike Pisak
Dale Martyn
Darren Ehman
Nick Stewart***

***Douglas O'Halloran
Clayton Herriot
Christopher O'Halloran
Anis Allani
Rose Charles
Zeinab Dirie
Oscar Enciso
Dilip Gottumukkala
Brody Morrow***

This Agreement was ratified on July 24th, 2014.