

**1994 - 1996**

**COLLECTIVE AGREEMENT**

**Negotiated Between**

**The Alberta Crane Owners' Association**

**and**

**The International Union of  
Operating Engineers, Local 955**

**For the Period**

**May 1, 1994 to April 30, 1996**



**EVERY MAN  
A  
SAFETY MAN**

"We act as though we had  
a thousand lives to spare  
and not a single minute."

**YOUR SAFETY  
IS MAINLY  
UP TO YOU!**

**BE SURE — Not Sorry!**

## LOCAL UNION OFFICES

### District 1

**10350 - 172 Street  
Edmonton, Alberta  
T5S 1G9  
Dispatch: 483-1955  
Administration: 483-0955  
Fax: 483-1998**

### District 2

**#201, 1212 - 31 Avenue, N.E.  
Calgary, Alberta T2E 7S8  
Phone: 250-3840  
Fax: 250-3916**

# SAFETY CREED

## WE BELIEVE..

...that every man bears the unalterable responsibility for keeping out of harm's way. This he owes to himself, his family, his fellows and his job.

...that no man lives or works entirely alone. He is involved with all men, touched by their accomplishments, marked by their failures. If he fails the man beside him, he fails himself, and will share the burden of that loss. The true horror of an accident is the realization that a man has failed himself — and more — that his fellows have failed him.

...that accidents are conceived in improper attitudes, and born in moments of action without thought. They will cease to be only when the proper attitude is strong enough to precede the act — when the right attitude creates the awareness that controls the act.

...that the prevention of accidents is an objective which crosses all levels of rank, organization and procedure.

...that freedom from harm is not a privilege but a goal to be achieved and perpetuated day by day.

...that the elimination of injury and pain through accidents is a moral obligation upon which the final measure of our performance directly depends.

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**COLLECTIVE AGREEMENT**

Between

**ALBERTA CRANE OWNERS' ASSOCIATION**  
as agent for and on behalf of those  
Employers listed in Appendix "A", and

**SUCH OTHER EMPLOYERS** of employees  
for whom the Alberta Crane Owners' Association  
may establish the right to bargain collectively,

and

**ANY OTHER EMPLOYER OR EMPLOYEES**  
who may execute an acceptance of the terms and  
provisions of **this** Agreement  
(hereinafter referred to as the Employer)

and

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 955**

(hereinafter referred to as the **Union**)

## **ARTICLE 1:00 - PURPOSE**

**1:01** The purpose **of** this Agreement is to establish mutually satisfactory relations between the Employer and his employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory **working** conditions, hours and wages for all employees who are covered by the provisions of this Agreement; and to establish and maintain a source of competent, qualified tradesmen for the Employer to **maintain** the Employer's competitive position **within** the marketplace.

## **ARTICLE 2:00 - SCOPE**

**2:01** **This** Agreement applies to all employees employed **as** Operating Engineers in the Province of Alberta and that section of the Northwest Territories **known as** the District of MacKenzie. Operating Engineers shall be defined as all persons engaged in the operation, service, maintenance, assembling and dismantling of all hoisting and portable machines, boilers and engines including trucks.

**2:02** **On** work coming within the scope of this Agreement (except trucks and cartage hauling), the

Employer agrees to give preference when engaging Sub-Contractors to those Sub-Contractors who are in contractual relations with the **Union**. If other Sub-Contractors are engaged, the Employer shall advise them of this Agreement and require them to adhere to the provisions of same.

**2:03** Rates of pay for classifications not listed shall be **set** by negotiations provided for **as** follows: The Employer 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. In the event that such negotiations do not result in Agreement upon the classifications and rates of pay within seven (**7**) days of commencement of negotiations or such longer **period as may** be mutually agreed between the parties, the matter shall be resolved by **an** Arbitration Board **as** provided in the grievance procedure. The wage rate established shall become effective on the date upon which notice was given to commence negotiations.

**2:04** If any provision of this Agreement is in conflict with the laws or regulations of Canada or Alberta, such provision shall be superseded by such law or regulation. Unless prohibited from

doing so by such law or regulations, or by a ruling of any **Court** or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in Agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period **as** may be mutually agreed between the parties, the matter shall be resolved in accordance with Article 8:00.

**ARTICLE 3:00 - RECOGNITION**

**3:01** The Employer recognizes the Union **as** the exclusive bargaining agent for all employees coming within the jurisdiction of the Union.

**ARTICLE 4:00 - NO WORK STOPPAGE**

**4:01** The Employer agrees he will not cause or direct any lockout of his employees **and** the **Union** agrees that there will be **no** strikes or other collective action which will stop or interfere with production or construction. It is agreed that there

shall be **no** secondary boycotts.

**4:02** In the event of a jurisdictional dispute such dispute shall be settled in accordance with the procedures of the Jurisdictional Disputes Board of the Building and Construction Trades Department of the AFL-CIO without permitting same to interfere with the prosecution or progress of the work.

**4:03** In the event that a Jurisdictional Disputes Board is established by Statute or agreed upon by Labour and Management in **Alberta** for the Construction Industry, subject to the approval of the signatories to this Agreement, it will be recognized by the parties to this Agreement.

#### **ARTICLE 5:00 - MANAGEMENT RIGHTS**

**5:01** Subject to the terms of this Agreement, the **Union** recognizes the right of the Employer to the management of its business and the direction of the working forces, including the right to hire and select workmen, promote and/or transfer any employee or to discharge any employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and

means of production or handling.

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

#### **ARTICLE 6:00 - JOB STEWARDS**

**6:01** The Union shall appoint job stewards in such number as they deem necessary for proper representation. The job steward shall be treated impartially and fairly and the same as all other employees covered by the Agreement. The job steward may institute grievance procedure on his own behalf for alleged violation of this provision. The stewards shall be allowed a reasonable amount of time during working hours to perform the work of the Union.

**6:02** Business Agents shall have access to all jobs covered by this Agreement providing that arrangement has been made with the Employer prior to each visit.

## ARTICLE 7:00 - UNION SHOP

**7:01 (a)** The Employer agrees to hire only members in good standing of Local 955 who are in possession of a referral slip from the Union. When workmen are required, the Employer shall call the Union for additional men. The Employer shall have the right to request specific members by name provided they have previously been employed by the Employer, and ~~so~~ long as they are available, they shall be supplied by the Union. If the Union is unable to supply qualified, competent men within twenty-four **(24)** hours, excluding Saturdays, Sundays and holidays, the Employer may hire them elsewhere provided such men become members of the Union within fifteen (15) days of commencement of employment.

**(b)** All employees who are members in good standing of the Union and all employees who become members shall, as a condition of employment, maintain their membership in good standing for the duration of this Agreement.

**7:02** The Employer shall deduct regular monthly Union Dues from the first pay period in each month from all employees and all employees shall, as a condition of employment, consent to such deduction.

**7:03** Initiation fees, reinstatement fees and back dues, as evidenced by a signed authorization from the employee, will be deducted by the Employer on a monthly basis.

**7:04** ~~Monies~~ deducted in accordance with 7:02 and 7:03 above shall be remitted to the Union not later than the fifteenth (15th) day of the month following, together with a list showing the amount deducted for each employee.

**7:05** Where circumstances necessitated the hiring of Local 955 permit holders, and layoffs take place, where practical the following procedures and sequence of layoff shall be followed:

1. Permit holders first;
2. **Good** standing members last.

**ARTICLE 8:00 - GRIEVANCE PROCEDURE**

**8:01** In the event that either the Employer or the Union wish to process a grievance covering the interpretation, application, operation or alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within one hundred and twenty (120) days of the event giving **rise** to the

grievance, and proceed to step (d) below.

**8:02** In the event of any grievance arising out of this Agreement between the Employer **and** an employee, the procedure below will be followed:

**(a)** An aggrieved party shall, within fifteen (15) days of the occurrence of the grievance, submit his complaint in writing to the job steward or, if the job steward is not available, to an official representative of the Union, who shall endeavour to settle the complaint between the employee and his immediate supervisor during working hours without loss of pay.

**(b)** If a settlement is not reached within two (2) days excluding Saturdays, Sundays and holidays, the job steward shall present the matter of complaint in writing to an official representative of the Union for discussion with the designated official representative of the Employer.

**(c)** If the matter of complaint is not then settled within seven (7) days, excluding Saturdays, Sundays and holidays, then it shall be referred in writing to the Business Agent of the Union for discussion with a management representative of the Employer.

(d) If the matter of complaint is not then settled within ten (10) days, excluding Saturdays, Sundays and holidays, it shall be referred to an Arbitration Board consisting of one member appointed by the Employer, one member appointed by the Union and a neutral Chairman ~~selected~~ by these two appointees.

(e) If either party fails to appoint a member to the Arbitration Board within ten (10) days, or if the appointed members cannot agree on a neutral Chairman within fourteen (14) days of the appointment of the second member, such appointments shall be made in accordance with the Labour Relations Code.

(f) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of appointment of the Chairman.

(g) The costs of and in connection with the Board of Arbitration shall be borne by the parties hereto as follows: the Employer and the Union shall pay any fees and expenses of their respective representatives and any fees and expenses of the Chairman shall be divided equally.

**(h)** By mutual consent of the parties the foregoing time limits may be extended.

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

**8:03** As an alternative procedure to that outlined, commencing with **8:02 (d)** the following procedure shall be used if mutually agreed in writing by the Employer and the Union.

**(a)** The steps prescribed in **8:02 (a), (b)** and **(c)** shall apply.

**(b)** If the matter of complaint is not then settled within ten **(10)** days excluding Saturdays, Sundays and holidays, it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.

**(c)** Should the Employer and the Union fail to agree on the appointment of the single Arbitrator within fourteen **(14)** days from the date of referral, the appointment shall be made by the Minister of Labour.

**(d)** The single Arbitrator shall have the same authority **as** an Arbitration Board and shall make his decision within fourteen **(14)** days of his appointment.

*(e)* By mutual consent of the parties the foregoing time limits may be extended.

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

**ARTICLE 9:00 - BULLETIN BOARDS**

**9:01** The Employer shall provide bulletin boards for the convenience of the **Union** in posting notices of Union activity. All such notices must be signed by the proper officer of the Union and submitted to the management for their approval.

**ARTICLE 10:00 - TOOL LIST**

**10:01** Each employee shall provide himself with a tool kit consisting of at least the following:

- One . . . . . 2-lb. ball peen hammer
- One . . . . . 8-inch crescent wrench
- One . . . . . 12-inch crescent wrench
- One . . . . . Set of screw drivers (six assorted)

- One . . . . . Pair of pliers
- One . . . . . Chisel
- One . . . . . Punch (for cable wedges)
- One Set of combination wrenches from . . . . .  
. . . . . 1/4" to 1-1/8" inclusive
- One Set 1/2" drive sockets from 7/16" . . . . .  
. . . . . to 1" inclusive together with  
. . . . . ratchet and flex-handle
- One . . . . . Set spark plug sockets
- One . . . . . Pair wire cutters
- One . . . . . Knife
- One . . . . . Tool box with lock

The Union shall advise each new employee of this requirement. All employees shall have their tools available at their place of work.

**10:02** The loss of the tools and kit due to fire or theft (forcible entry) will be met by the Employer, at his expense, ensuring reimbursement directly to the employee, or carrying adequate insurance protection covering such loss, payable to the employee affected.

**10:03** Where employees such as mechanics are required to provide tools in excess of those listed in 10:01, the employee shall provide the Employer with an inventory of said tools, such inventory

shall be checked and approved by the Employer, and the provisions of 10:02 shall apply.

**10:04** Tool Allowance - Effective May 1, 1992 mechanics and apprentice mechanics who are required to utilize their own hand tools, shall receive a tool allowance of thirty (30¢) cents per hour for each hour worked. Said tool allowance is to be paid on each regular payday and be designated as a separate item from earnings on the pay statement.

#### **ARTICLE 11:00 - HOURS OF WORK AND OVERTIME**

**11:01** Except as specified in this Agreement, the Employer does not guarantee to provide work to any employee for regularly assigned hours or for any other hours.

**11:02** The regular working day shall consist of eight (8) consecutive hours of employment between 6:30 a.m. and 6:00 p.m., Monday to Friday inclusive, exclusive of one (1) hour for lunch or one-half (½) hour for lunch. The starting time may be any time after 6:30 a.m. to 9:00 a.m. at the discretion of the Employer. The lunch period shall be at the mid-point of the shift but, if an employee is unable to eat his lunch he

shall then be paid at the rate of one and one half (1½x) times his regular basic rate for his one-half (½) hour lunch period. All hours worked before or after the regular work day, Monday through Friday, shall be paid at the prevailing overtime rate.

**11:03** Overtime - Overtime hours Monday through Friday shall be paid at the rate of one and one half (1½x) times the regular rate of pay for the first two (2) hours worked and two (2x) times the regular rate of pay for hours thereafter.

**11:04** All employees shall receive double (2x) the regular rate for all time worked on Saturdays, Sundays and the following General Holidays (Saturday double time (2x) to commence after May 13th, 1990):

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

A further holiday shall be granted if a day is declared a General Holiday by the Federal or Provincial Government, and is generally

**recognized** by the Building Trades and C.L.R.A contractors.

No work shall be performed on Labour Day except where safety to life or property **makes** it necessary.

When one of these holidays falls on a Saturday or a Sunday, the following regular working day shall be observed **as** the holiday.

Should Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, the Monday and/or Tuesday following shall be observed **as** the holiday(s).

**11:05** All time involved in moving **machines**, equipment and trucks over 1 ton capacity shall be considered **as** working hours and the applicable rate shall be paid. All time involved in operating a vehicle for the express purpose of transporting materials shall be considered working time and the applicable rates shall be paid. All time spent operating a vehicle, the express purpose of which is to transport in excess of four **(4)** men, shall be considered working time and the applicable rates shall be paid. All time involved in moving trucks 1 ton capacity and under, and all mechanic's service vehicles, supplied by the Employer shall

be paid as travel time.

The free zone will apply if the employee is leaving directly from or returning directly to his temporary domicile, but the free zone does not apply after the employee has reported to work. (i.e. The same as if the employee is in his own vehicle).

**11:06 (a)** Shifts other than regular hours may be worked provided the shift lasts more than two **(2)** consecutive days. Shifts other than day shift may commence any time between the hours of 12:00 noon and 4:00 a.m.

Shifts of ten (10) hours per day for four **(4)** consecutive days may be worked at regular rates of pay, exclusive of Saturday and Sunday.

When Compressed work weeks are scheduled on a Monday through Thursday basis, time and one-half ( $1\frac{1}{2}x$ ) shall apply to the first ten (10) hours worked on Friday.

When compressed work weeks are scheduled on a Tuesday through Friday basis, time and one-half ( $1\frac{1}{2}x$ ) shall apply to the first ten (10) hours worked on the preceding Monday.

All other overtime to be at double time (2x).

**(b) Shift Differential** - Employees working on other than day shift on a **two (2)** or three **(3)** shift operation, shall receive a premium of two (\$2.00) dollars per hour **in** addition to his wages for all hours worked on the second shift and a premium of **two** dollars and fifty (\$2.50) cents per hour **in** addition to his wages for all hours worked on the third shift. All work performed in excess of eight **(8)** hours shall **be** paid for at the applicable overtime rate plus the applicable shift premium. The regular shift may commence on Sunday or end on Saturday at straight time rates of pay.

**On** work locations where only two (2) shifts (day shift and a second shift) are **being** worked and the **second** shift ends after 1:00 a.m., the two dollars and fifty (\$2.50) cents per hour shift differential **as** provided above for a third shift, shall be paid for all hours worked **on** the second shift.

**11:07** No employee shall work more than one (1) straight time shift **in** any consecutive twenty-four (24) hour **period** and the applicable overtime rate will be paid until a full break of eight **(8)**

hours occurs. Call-out time, not exceeding two (2) hours worked, will not be considered an interruption of the eight (8) hour break.

**11:08** If it becomes necessary for an employee to work for more than six (6) consecutive hours on the later half of a shift without a meal break, the Employer at the request of the employee shall provide the employee with a meal free of charge, and every four (4) hours thereafter.

Effective July 19, 1992, if circumstances make the providing of a meal impractical, the employee shall receive thirteen (\$13.00) dollars in lieu of each meal not so provided.

If an employee is required to commence work four (4) hours or more prior to the regular starting time, he shall be entitled to the same provisions as set out in the preceding paragraphs.

**11:09 Reporting Time Pay:**

(a) An employee reporting for work on call of the Employer shall receive two (2) hours pay at his straight time rate unless he is notified at least one and one-half (1½) hours prior to his regular starting time not to report. If a camp is maintained, one (1) hours notice shall be given.

(b) Four (4) hours pay at the applicable rate for that day to any employee who reports for work and performs work of not more than four (4) hours duration.

(c) An employee who performs work of over four (4) hours duration shall receive pay for time worked.

(d) Notwithstanding the provisions of (a), (b), and (c) above, when an employee refuses to work or to continue to work, or there is a third party labour work stoppage, no pay for hours not worked shall be required.

**11:10 Call-Out Pay:** Employees called out for work outside of regular working hours shall receive a minimum of two (2) hours pay at overtime rates.

**11:11** Reporting time pay and/or call-out pay is exclusive of travel time pay.

**11:12** Employees will not be required to work less than the regular assigned hours because of the regular starting and quitting time of any trade engaged on a job.

**11:13** When an employee who is employed on out of town work and who normally returns home

each weekend and/or General Holiday, is requested by the Employer to remain in accommodation at or near the jobsite in order to be available on a standby basis for weekend and/or General Holiday work, then the employee shall be entitled to the greater of pay for all hours worked at the applicable overtime rates, or eight hours pay at straight time rates for each twenty-four (24) hour period **during** which he is requested to remain on standby.

**ARTICLE 12:00 - TRANSPORTATION AND TRAVEL TIME**

**12:01** On jobs within the cities of Edmonton or Calgary, the Employer shall provide suitable transportation from the shop to the project or from the project to the employee's car.

Any employee shall receive the appropriate rate of pay commencing either at the shop or at the project to which he is ordered to report, whichever occurs first.

The Employer shall provide transportation directly from the machine to the employee's car when necessary **and** in such cases no extra travel time will be paid except when the employee is kept waiting for a period in excess of fifteen (15)

minutes after the end of the shift, in which case the employee shall receive straight time pay for such waiting and travelling period.

**12:02** On jobs outside the city limits of Edmonton, Calgary, or any other place that the Employer maintains a place of business or any other place where the employee is temporarily domiciled where the employees return daily, the Employer shall provide suitable transportation to and from the project. Travel time shall be paid at straight time rates for actual time travelled by the most direct route at posted legal speeds, from the forty (40) km free **zone** to the jobsite and back.

**12:03** On jobs outside the cities of Edmonton and Calgary or any other place that the Employer maintains a place of business, or where the employee is away from home, the Employer shall provide transportation to the machine or project and pay actual travel time up to eight (8) hours of every twenty-four (24) hours of travel (commencing 12 midnight). Such payment to be given providing the employee remains on the job for seven (7) calendar days unless the job is completed earlier. Fare, transportation and travel time will be provided to the point of hire if an employee remains on the job for thirty (30)

calendar days or until job completion.

Transportation shall be based on fares for public conveyance. If an employee is required to leave a job ~~because~~ of illness or for compassionate reasons, as substantiated by a letter from the Union, return transportation and travel time shall be paid.

**12:04** If an employee is requested to use his **own** vehicle for transportation outside of the city limits of Calgary or Edmonton, or any other place where the Employer maintains a permanent place of business or any other place where the employee is temporarily domiciled, in lieu of Employer provided transportation, he shall be deemed to be under the direction and control of the Employer in accordance with the Occupational Health and Safety Act Regulations. He shall be compensated therefore at the rate of thirty (30¢) cents per kilometre of vehicle use for kilometres outside of the forty (**40**)km free zone. The Employer is to carry non-owners insurance to cover Public Liability and Property Damage. Employees shall not be required to use their vehicles to convey passengers, fuel, parts, etc. for the Employer.

**12:05** All travel time shall be paid at straight

time rates.

**12:06** ~~On~~ all projects more than one hundred and twenty-five (125 kms) kilometres from Calgary or Edmonton or any other place where the Employer maintains a permanent place of business, the Employer shall allow employees a trip to the point of hire (Calgary or Edmonton or any other place where the Employer maintains a permanent place of business) for a period of five **(5)** working days every thirty **(30)** calendar days.

At the time the employee leaves the jobsite, the Employer shall pay one way cost of public service transportation or an equivalent amount. ~~On~~ return within the designated time limit, the return transportation costs shall be paid. At ~~no~~ time shall there be more than twenty (20%) percent of the work force ~~on~~ such rotation leave.

If ~~an~~ employee chooses not to exercise ~~his~~ right to rotation leave, or circumstances prevent him from taking it, the equivalent of transportation costs each way shall be paid on the pay period following the date he was eligible for said rotation leave.

**ARTICLE 13:00 - SUBSISTENCE ALLOWANCE**

**13:01** Effective July 19, 1992:

**\$67.50** per day . . . . . **\$472.50** per week

**13:02** An increase in subsistence allowance shall be given in cases where the cost of room and board to an employee is exceptionally high, for instance resort towns and excessive charges for accommodation. Each case shall be judged on its own merits.

**13:03** These amounts will be paid on the condition that the employee works the regularly assigned hours per day or week.

If an employee is prevented from working the regularly assigned hours by illness or other legitimate causes he may be paid the applicable subsistence allowance if approved by the Employer.

If an employee is required to stay out overnight, he shall receive one (1) days allowance. If an employee is required to stay more than one (1) night and consumes two (2) meals out of town on the second or subsequent day, he shall receive

an additional one-half (½) days subsistence allowance.

**13:04** Where camp facilities are provided by the Employer at the jobsite, such facilities shall meet the camp specifications of the Alberta and N.W.T. (District of MacKenzie) Building and Construction Trades Council and the Alberta Construction Labour Relations Association, no charge will be made to the employee for the board and accommodation at the camp, nor will the employee working at the jobsite be paid any subsistence allowance.

It is agreed that subsistence allowance will be paid to an employee when he is absent for one (1) day only because of injury, while working outside the city limits, and he is being paid subsistence allowance, as the Occupational Health and Safety Act has no provision for compensation for the first day of injury. No subsistence allowance will be paid to men who were hired on the job.

**ARTICLE 14:00 - ANNUAL VACATION AND GENERAL HOLIDAY PAY**

**14:01** Each employee shall be paid ten point four (10.4%) percent of his regular rate of pay for each

hour worked comprised of six (6%) percent vacation pay and four point four (4.4%) percent General Holiday Pay. Such money shall be paid to the employee each pay period.

Income Tax shall be calculated and deducted from vacation and General Holiday pay along with the employee's earnings on each regular pay period.

**14:02** Vacation period shall be three (3) weeks each year. Prior to January 15th of each year the Employer shall, by notice on a bulletin board, canvass the employees to determine their preference for holiday periods. By January 31st management will, after consultation with job stewards, post a proposed schedule. Such schedules will give preference to employees with families to the extent that they will be given at least one (1) weeks vacation during the months of July and August. Senior employees will be given subsequent preference provided, however, that competent replacements are available. Where it becomes necessary to deviate from the above, one (1) weeks notice will be given by either party.

**ARTICLE 15:00 - CLASSIFICATIONS AND  
WAGE RATES**

<u>Classifications</u>	<u>May 1, 1993</u>
<b>Conventional Crane</b>	
Up to 50 ton capacity . . . . .	<b>\$22.67</b>
51 to 125 ton capacity . . . . .	<b>\$23.72</b>
Over 125 ton capacity . . . . .	<b>\$24.25</b>
Any conventional with attachments such as ringer, tower, skyhorse, derrick or transilift; plus principal operators of jacking frame or tower assembly, with a minimum capacity of 450 tons . . . . .	<b>\$24.77</b>
<b>Hydraulic Crane</b>	
Up to 25 ton capacity . . . . .	<b>\$21.61</b>
26 to 64 ton capacity . . . . .	<b>\$22.67</b>
65 to 80 ton capacity . . . . .	<b>\$23.20</b>

81 to 150 ton capacity . . . . .	\$23.72
Over 150 ton capacity . . . . .	\$24.25
* <b>Work out of yard except Operating</b> . . . . .	\$21.61
* <b>All work in yard including Operating</b> . . . . .	\$20.01

**Mechanic/Welder**

Shop and Field - Journeymen . . . . . (Apprentices to receive percentage wages as set out in legislation)	\$22.67
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<b>Truck Drivers, Servicemen, Pitman, hiab type operators</b> . . . . .	<b>\$18.99</b>
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\* This rate only applies to permanent yards

**15:02 (a) Hoisting Equipment Apprentices**

Upon the date the Joint Labour Management **Committee** agrees to a date providing for the indenture of hoisting equipment apprentices, apprentices shall be employed in the following manner (the phase-in timing to be

determined by the Joint Labour Management Committee):

There may be one (1) apprentice for up to three (3) hoisting equipment journeymen employed by the Employer. There shall be one (1) apprentice when there are four (4) hoisting equipment journeymen employed by the Employer. There shall be one (1) apprentice employed for each multiple of five (5) hoisting equipment journeymen employed by the Employer.

(b) **Mechanic and Welder Apprentices:**

Where the Employer employs more than five (5) but less than ten (10) journeymen, he shall employ at least one (1) registered apprentice. Where the Employer employs more than ten (10) journeymen, he shall employ at least two (2) registered apprentices.

The foregoing ratio shall apply equally to mechanics and welders.

**15:03** Payday shall be weekly with a maximum holdback of one (1) week. All employees shall be paid on the job prior to quitting time. Cheques for which there is no charge for bank exchange

shall be the method of payment and each cheque will be accompanied by a detailed statement showing rate of pay, number of hours worked (straight time and overtime), and the deductions made.

**15:04** Employees shall be paid wages in full at time of discharge or layoff, or arrangements made whereby a cheque and record of employment for U.I.C. purposes will be mailed not later than **the** following working day. When an employee quits, the Employer shall pay out such employee **on** his next regular **pay** day. Layoff will be given to any employee, **on** request, after five (5) consecutive working days with no hours worked.

**15:05** If an Employer fails **to** have pay available at the normal place of employment as stated in Article 15:04 of this Agreement, the Employer shall pay the employee for waiting time in the amount of eight (8) hours per day at his regular rate of pay for each regular working day delay.

Where it can be clearly shown that a clerical error in calculation or other delay beyond the control of the Employer has occurred, the Employer shall not be penalized provided the error is corrected within one (1) working day from the time of notification.

## **ARTICLE 16:00 - DISCHARGE CASES**

**16:01** A claim by an employee that he has ~~been~~ unjustly dismissed from his employment shall be treated ~~as~~ a grievance if ~~a~~ written statement of such grievance is lodged in accordance with Article 8:00 within three (3) days (exclusive of Saturdays, Sundays and holidays) after the employee ceases to work for the Employer.

## **ARTICLE 17:00 - EMPLOYER CONTRIBUTIONS**

### **17:01 Health and Welfare Trust Fund:**

Effective September 12th, 1994, the Employer shall pay one dollar and ten (\$1.10) cents per hour for each hour worked by each employee into the Operating Engineers Health and Welfare Fund and agrees to be bound by the current Trust Deed presently in effect or ~~as~~ it may be amended. The said Health and Welfare Fund shall be jointly trusteeed by equal numbers of Employer Trustees and ~~Union~~ Trustees.

Effective August 7th, 1995, the Employer shall pay one dollar and ~~fifteen~~ (\$1.15) cents per hour for each hour worked by each employee into the Operating Engineers Health and Welfare Fund

and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. The said Health and Welfare Fund shall be jointly trusteeed by equal numbers of Employer Trustees and Union Trustees.

The Employer shall, not later than the fifteenth (15th) day of each month, mail Health and Welfare contributions for the previous month to the Head Office of the Fund. Cheques are to be made payable to the "Operating Engineers Health and Welfare Fund".

**17:02 Pension Fund:**

Effective September 12th, 1994, the Employer shall pay ~~two~~ dollars and forty (\$2.40) cents per hour for each hour worked by each employee into the Operating Engineers Pension Fund and agrees to be bound by the current Trust Deed presently in effect or ~~as~~ it may be amended. The said Pension Fund shall be jointly trusteeed by equal numbers of Employer Trustees and Union Trustees.

Effective August 7th, 1995, the Employer shall pay two dollars and fifty (\$2.50) cents per hour for each hour worked by each employee into the Operating Engineers Pension Fund and agrees

to be bound by the current Trust Deed presently in effect or as it may be amended. The said Pension Fund shall be jointly trusted by equal numbers of Employer Trustees and Union Trustees.

The Employer shall, not later than the fifteenth (15th) day of each month, mail Pension Fund contributions for the previous month to the Head Office of the Fund. Cheques are to be made payable to the "Operating Engineers Pension Fund".

**17:03 Training and Apprenticeship Fund:**

Effective May 1, 1992 the Employer shall pay ten (10¢) cents per hour for each hour worked by each employee into the Operating Engineers Training Fund. Such a fund is to be established and jointly trusted with equal representation of management and the Union.

The Employer shall, not later than the fifteenth (15th) day of each month, mail Training Fund contributions for the previous month to the Head Office of the Fund. Cheques are to be made payable to the "Operating Engineers Training Fund".

**17:04** In the event an Employer fails to remit

contributions in conformity with Article 17:00 of the Agreement, the **Union** shall notify the Alberta Crane Owners' Association prior to taking any action against such Employer.

**17:05** Contributions to the Health and Welfare Plan and the Pension Plan **as** set out in **this** Agreement shall be made by the Employer **on** behalf of supervisors of Operating Engineers.

**17:06** All Employers signatory to this Agreement shall pay fifteen (\$.15) cents for each hour worked by each employee into the Alberta Crane Owners' Association Fund. Cheques **made** payable to the Alberta Crane Owners' Association Fund shall accompany contributions **to** Union funds and shall be forwarded by the Union upon receipt to the Treasurer of the Alberta Crane Owners' Association. This amount is subject to change by the Alberta Crane Owners' Association **on** three (3) months notice.

#### **ARTICLE 18:00 - WORKING CONDITIONS**

**18:01** Operating Engineers will be employed exclusively to operate, service and rig the equipment except that in emergencies or when regular operators are not available, supervisory or other personnel will be allowed to perform the

work. This provision is not to be used to displace regular operators.

**18:02** The Union shall not have the right to transfer it's members from one Employer to another nor to replace employed members with unemployed members.

**18:03** Except on industrial construction, ~~an~~ employee shall continue to receive the equivalent of the minimum wage rates and other conditions of employment contained in this Agreement when transferring to another Employer's payroll.

**18:04** (a) All employees covered by this Agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break ~~on~~ the job during regular working hours.

(b) However, for compressed work weeks scheduled per **11:06** employees shall be permitted fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of the shift for a coffee break.

**18:05** The Employer shall provide clean suitable sanitary facilities and a clean heated lunchroom which shall not be used for storage of tools or

equipment, and a lock-fast place for storage of employee's tools at the permanent shop or yard.

**18:06** The Employer shall supply coveralls and laundering of same at no cost to **all** persons employed as maintenance personnel.

**ARTICLE 19:00 - GENERAL**

**19:01** There shall be established during the life of this Agreement a Joint Labour-Management Committee composed of three (3) members representing the Employers and three (3) members representing the Union. This Committee will generally administer the terms of the Agreement and shall deal with such other matters referred to it by either party.

**19:02** It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health & Safety Act and any refusal on the part of **an** employee to perform his duties, or to continue to perform his duties, in contravention of the Occupational Health and Safety Act regulations shall not be deemed to be a violation of this Agreement provided he has first notified management. The Union is required by the terms of this Agreement to thoroughly instruct

it's members in all standard safety precautions required by the Occupational Health and Safety Act.

The Employer shall provide, free of charge, all necessary safety equipment **as** required by Occupational Health and Safety Act regulations excepting such articles of personal clothing which are not returnable, such **as** hard hat liners. The Employer is entitled to retain the price of such equipment until it is returned by the employee allowing for normal wear **and** tear.

**19:03** Safety meetings will be held every month. Union, management, stewards and employees may be in attendance. Such meetings may be held informally and outside of regular working hours, without compensation being paid to those attending.

**19:04** Shop and job stewards shall be members of the Safety Committee.

**ARTICLE20:00 - FOREMEN (Industrial Only)**

(a) After five (5) days on **an** Industrial Construction site where there are more than seven (7) hoisting journeymen employed by the Employer a non-working foreman shall be engaged

at the site. The first non-working foreman may supervise up to and including eighteen (18) hoisting journeymen operating engineers. Where there are more than eighteen (18) hoisting journeymen operating engineers employed by the Employer on the project (excluding the non-working foreman noted above), a second non-working foreman shall be designated. Following each addition of twelve (12) hoisting journeymen operating engineers (excluding foremen) an additional non-working foreman shall be appointed.

(b) Non-working foremen may only work at the trade in cases of emergency or to replace the regular workmen who may be absent because of illness, and no foremen shall work at the trade to displace a regular employee during regular and/or overtime hours.

(c) Industrial construction work is defined as the construction of industrial process plants, hydro or thermal power plants, and erection of steel or precast concrete bridges.

(d) This foreman may be promoted from the journeymen crane operators already employed by the Employer, or a member in good standing who is dispatched from the Union Hall.

When possible he shall be able to operate all the equipment under his supervision.

(e) The rate for the foreman will be ~~two~~ (\$2.00) dollars per hour over the highest paid operator under his supervision.

#### **ARTICLE 21:00 - FAIR ENFORCEMENT PROVISION**

**21:01** In recognition of the competition among Employers in this industry, the Union agrees to enforce all Articles of this Agreement consistently and fairly through the grievance and arbitration procedures against all Employers bound by or signatory to this Agreement.

**21:02** Any dispute involving the interpretation, application, operation or alleged violation of this Article may be reduced to writing and submitted by either party to the Joint Labour Management Committee (19:01) and if no resolution is reached within ten (10) days, may be submitted under the provisions of Article **8:00**, commencing with Article 8:01.

**21:03** The Union, at its own cost, shall have the right to engage a public accounting ~~firm~~ (such public accounting ~~firm~~ to be acceptable to the

Alberta Crane Owners' Association) to perform an audit of the Employer's books for the sole purpose of verifying payroll hours for hourly paid workers to ensure that remittances for Union benefit plans are accurate. For the purposes of this audit, the public accountants shall have access to the following records:

(a) Where ownership of the company is twenty-five (25%) percent or more vested members of the union, all payroll and customer invoices.

(b) All other companies, hourly payroll records only.

**21:04** If the Union enters into any Agreement with any individual Employer or group of Employers performing work covered by the terms of the Agreement and that Agreement provides for more favourable wages, hours or conditions to any other Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege to adopt such advantageous terms and conditions and this Agreement shall forthwith be amended accordingly by an addendum signed by both parties.

**ARTICLE 22:00 - DURATION OF AGREEMENT**

**22:01** Except as otherwise specified herein, this Agreement shall be in full force and effect ~~as of May 1, 1994, and~~ continue in effect until April 30, 1996, and from year to year thereafter except as hereinafter provided.

**22:02** Either party to this Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Agreement, request the other party to the Agreement to commence collective bargaining. Such notice shall be given by registered mail.

**22:03** If notice has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said expiry date, until the procedures in the Labour Relations Code have been exhausted. The parties to this Agreement shall make every effort to complete the procedures in the Code and conclude an Agreement prior to the expiry date.

**SIGNED** this 11th day of September, 1994, at Edmonton, Alberta.

**ALBERTA CRANE OWNERS' ASSOCIATION**  
**M. Pain, President**

**GWIL INDUSTRIES INC.**  
**John Sheriff, General Manager Calgary**

**LITZ CRANE RENTALS CO. LTD.**  
**P. Mulzet, General Manager**

**LAMPSON CANADA LTD.**  
**Bruce Stewart, Manager of Operations**

**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS, LOCAL 955**

**Norm Sliter, Business Manager**

**Mike King, Business Representative**

**Barry McKee, President & Business Agent**

**Ron Macdonald, Business Agent**

**LETTER OF UNDERSTANDING**

Between

**ALBERTA CRANE OWNERS' ASSOCIATION**

as agent for and on behalf of those  
Employers listed in Appendix "A", and

**SUCH OTHER EMPLOYERS** of employees  
for whom the **Alberta** Crane Owners'  
Association may establish the right to bargain  
collectively,

and

**ANY OTHER EMPLOYER OR EMPLOYEES**

who may execute an acceptance of the terms  
and provisions of this Agreement

and

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 955**

**Re: Substance Abuse Testing**

The parties agree that it is in the best interest of  
all concerned to promote a safe working

environment. Accordingly, the Union has no objection to pre-employment and post incident substance abuse testing. The cost of such testing to be paid for by the Employer.

This Letter of Understanding will be in full force for the same duration as set out in Clause 22:00 of the Collective Agreement ratified on September 11th, 1994.

**APPENDIX "A"**

STERLING CRANE, DIVISION OF  
PROCRANE INC.

GWIL INDUSTRIES INC., CRANE SERVICE  
DIVISION

LITZ CRANE RENTALS *CO.* LTD.

LAMPSON CANADA LTD.

