

PRAIRIE RAIL AGREEMENT

In effect from

May 1, 2010 to April 30, 2012

To cover

Railroad Track Construction, Track Rehabilitation, Track Maintenance
excluding all earthworks, including industrial projects in the Provinces of
Alberta, Saskatchewan and the Northwest and Nunavut Territories.

Between

A & B RAIL SERVICES LTD.

and other Contractors who execute this Agreement
(hereinafter referred to as the "Employer")

and the

Construction and General Workers' Union Local No. 92
Construction and General Workers' Union Local No. 180
Construction and Specialized Workers' Union Local No. 1111
(hereinafter referred to as the "Union")

ARTICLE 1.00 – EFFECTIVE DATE

1.01

This Agreement shall be in full force and effect as of May 1, 2010 and continues in effect until April 30, 2012 and from year to year thereafter except as hereinafter provided.

1.02

Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other party not less than thirty (30) days or not more than ninety (90) days prior to the expiry date of this Agreement.

1.03

If notice to negotiate 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 a strike or lockout is allowed by law.

ARTICLE 2.00 – TERRITORIAL JURISDICTION

2.01

The terms of this Agreement shall apply to work within the Provinces of Alberta and Saskatchewan, and the Northwest and Nunavut Territories. In Alberta, the geographical area to the north of the south Boundary of Township 40 is recognized as the territorial jurisdiction of Local 92 and the area to the south of the Boundary of Township 40 is recognized as the territorial jurisdiction of Local 1111. The geographical jurisdiction of Local 92 within the Northwest and Nunavut Territories is recognized. In Saskatchewan, the area south of the 51st meridian is recognized as the territorial jurisdiction of Local 180 and the area north of the 51st meridian is recognized as the territorial jurisdiction of Local 890.

ARTICLE 3.00 – UNION RIGHTS (UNION SECURITY)

3.01

A Job Steward shall be recognized on all jobs and shall not be discriminated against. He shall, when possible, be the last to be laid off. Job Stewards may be members of the Safety Committee. Job Stewards shall be allowed sufficient time to perform their duties including assisting in settlement of grievances and assisting in the settlement of jurisdictional disputes. The Job Stewards shall be appointed by the Business Manager of the Local Union and the Employer shall be notified in writing. The Job Steward shall not leave his workplace without first advising his immediate Supervisor. An Alternate Job Steward may be appointed on sites with two or more crews.

3.02

An official representative of the Union shall be granted access to all jobs covered by this Agreement to carry out his regular Union duties after notifying the Employer or his authorized representative on the job of his presence and receiving permission from the owner and employer. A list of Laborers on the job-site shall be available to Business Representatives on request from the Superintendent or person in charge of the job site.

3.03

The Union shall have the right to post notices at the designated places on the job. All such notices must be authorized by the Union and approved by the Owner and the Employer's authorized representative on the job.

3.04

The Employer recognizes the Union as the sole and exclusive bargaining agent for all the Employer's Employees as listed under the wage classifications in the Agreement.

3.05

The Employer agrees that no Employees shall be hired without prior clearance by the Union. When Employees are required, the Employer agrees to call the Union Hiring Hall and further agrees that no Employees will be hired without presenting a dispatch slip from the Union Hiring Hall prior to the commencement of employment. The Union agrees that members in good standing Local 92, 180, 890 and 1111 will be given dispatch slips upon request of the Employer. When the Employer calls the Union for employees to be dispatched to a specific site and the Union is unable to supply competent local employees within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, the Employer may engage new employees directly on the understanding that they would only be eligible for Union membership and all dues deductions and benefits following forty-five (45) calendar days of employment. Any such employee who has not made application to become a member of the Union following the forty-five (45) calendar days of employment shall be terminated. A list of Union members with rail experience shall be provided by the Union upon a request from the Employer. When the Employer moves any of his employees into the geographical area of another Local Union, he shall notify the Local Union office in that area within twenty four (24) hours.

3.06

Local employee means resides within the free zone- 50 km of the work site.

3.07

For all work covered by this Agreement outside of a fifty (50) kilometer radius of the Calgary Tower or outside a fifty (50) kilometer radius of the Main Post Office in the cities of Edmonton, Regina and Saskatoon, Local Union members will be employed as necessary to supplement the Employer's regular workforce. Any local residents living within a fifty (50) kilometer radius of the project will not be entitled to any travel time, transportation or room and board. Where a camp is provided and a noon meal is served, a local resident shall be entitled to receive a noon meal.

3.08

Only one set of dues will be applicable for all Locals signatory to this Agreement.

The Employer agrees to deduct:

Monthly Union Dues:

Twenty-eight (28.00) dollars a month

Twenty-nine (29.00) dollars a month as of January 1, 2011

Thirty (30.00) dollars a month as of January 1, 2012 [or as determined at the International Convention in September 2011]

Working dues: Eighty-five (85¢) cents an hour

for all employees covered by this Agreement, or such dues as may be set out by the Union from time to time as a condition of employment.

The Union shall notify the companies in writing of any changes in dues, structure and amounts. Initiation fees, reinstatement fees and/or assessments shall be remitted to the Secretary-Treasurer of the Union accompanied by a list of the employees from whom the deductions were made, not later than the fifteenth (15th) day of the month following the month in which the deductions were made.

3.09

The parties to the Agreement recognize the status of the individual Laborer as a trades person. Neither party shall knowingly allow any Laborer to be discriminated against in respect to his rights under this Agreement.

ARTICLE 4.00 – MANAGEMENT RIGHTS

4.01

The Union recognizes the right of the Employer to the management of its plant and the direction of the working forces including the right to hire workers, promote and /or transfer any employee or discharge any employee for just cause. The Union 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, except as otherwise provided in this Agreement.

4.02

Employees party to the Agreement shall work under the conditions herein set out. The Employer shall be given preference in the supplying of Union employees.

4.03

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

4.04

The Union recognizes that the Employer has developed a group of Union employees who are highly skilled in the construction of railway facilities.

ARTICLE 5.00 – HOLIDAYS AND VACATIONS

5.01

All hours worked on the eleven (11) recognized holidays shall be paid at a rate of time and one half (1 ½ X).

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

5.02

No work shall be performed on Labor Day except where safety to life and property makes it necessary.

5.03

Where one of the holidays falls on a Saturday or Sunday, the following regular working day shall be observed as the holiday. In the event of two consecutive holidays falling on a Saturday and Sunday, the following two (2) regular working days shall be observed as the holidays.

5.04

The general holiday (6%) and vacation pay (4%) shall be calculated as one sum at ten (10%) of gross wages not including benefits.

Monies so credited shall be disbursed at the earliest of:

- i. when vacations are taken (such vacations shall be mutually agreed upon between the Employer and the Employee and shall not be unreasonably withheld)
- ii. upon termination of employment
- iii. vacation and general holiday pay shall be paid on the last regular pay day in March, June, September and prior to Christmas for those working at the time
- iv. upon request in writing, but not more than once per calendar year.

ARTICLE 6.00 – HOURS OF WORK, OVERTIME, SHIFTS

6.01

The regular hours of work shall be eight (8) hours per day, Monday through Friday inclusive, except as otherwise agreed by the Employer and the Union.

6.02

The first shift shall be the day shift and shall commence at 8:00 a.m. and shall be concluded eight and one half (8 ½) hours thereafter. The time of commencement may be varied by a maximum of two (2) hours before 8:00 a.m. or two (2) hours after 8:00 a.m. by mutual agreement between the Employer and the Business Manager of the Union and to be confirmed in writing.

6.03

The lunch period shall be one-half (½) hour duration and shall commence between the fourth (4th) and fifth (5th) hours of work. Such lunch period may be increased to one (1) hour duration or time of commencement of the lunch period may be changed by mutual agreement between the Employer and the Business Manager of the Union, in which case the shift shall be concluded nine (9) hours after commencement.

6.04

Unless permission has been received from the Business Manager of the Union to change the starting time, a shift of work beginning after the commencement of the day shift shall be classified as a second (2nd) shift and a shift of work ending after 2:00 a.m. or beginning between 12:00 midnight and the beginning of the day shift shall be classified as a third (3rd) shift.

6.05

Employees required to work the third (3rd) shift shall receive a premium of twenty five cents (\$0.25) per hour in addition to their rate for all hours worked.

6.06

Where a third (3rd) shift commences on or after 12:00 midnight Monday and is worked continuously through Friday, the last weekly shift shall commence on or after 12:00 midnight Friday and shall be concluded Saturday morning.

6.07

When an employee is scheduled to work more than one (1) regular shift on any calendar day he shall receive overtime for all hours worked on the additional shift.

6.08

If an Employer wishes to schedule a three (3) shift operation of more than five days duration, the starting and ending times of shifts and overtime shall be mutually agreed between the Employer and the Business Manager of the Union.

6.09

For work performed on second and third shifts on Sundays and Holidays, the applicable shift premium of the basic daytime rate shall be paid in addition to the applicable wage rate.

6.10

OVERTIME

All hours worked after eight (8) per day shall be paid at time and one-half (1 ½ X). All hours worked after forty-four (44) per week shall be paid at time and one half except where prohibited by law.

6.11

For all hours worked on Saturdays,

- > the first four (4) hours shall be paid at the regular rate of pay
- > All hours worked after the first four (4) hours shall be paid at the rate of time and one half (1 ½ X).

ARTICLE 7.00 – TRANSPORTATION, TRAVEL TIME, ROOM & BOARD

7.01

Where such conditions of this Agreement require that transportation be provided by the Employer, such transportation shall be at no cost to the employee. The employees shall also be paid at their regular daytime wage rate for travelling. Travel time hours will be used in calculating regular hours of work for that day.

Vehicles used to transport workers shall be approved passenger vehicles operated in compliance with Occupational Health and Safety Division of Alberta Community and Occupational Health.

7.02

Where transportation to the job is delayed for reasons beyond the control of the employees, they shall be deemed to have commenced work at the normal starting time. Where return transportation is delayed, Employees shall be paid at their regular

daytime rate for the time of delay.

7.03

Where a project is located within a distance of fifty (50) kilometers in any direction of the Calgary Tower or the Main Post Office of the cities of Edmonton, Red Deer, Lethbridge, Fort McMurray, Lloydminster, Whitecourt, Peace River, Grande Prairie, Medicine Hat, Yellowknife, Saskatoon, Regina, Moose Jaw, Prince Albert, or point of accommodation hereinafter call the "Free Zone", no travel time shall be paid.

7.04

Where a project is located within the "Free Zone" but a distance greater than one-half (½) kilometer beyond the terminals of the city transit system, transportation shall be provided from the end of the city transit system, or nearest terminal, whichever is closer.

7.05

Where a project is located beyond the "Free Zone":

- a. Travel time shall be paid beyond the Free Zone as follows:
 - > under two (2) hours: at the hourly rate of pay
 - > over two (2) hours: at the rate of twenty-one cents (\$0.21) per kilometer effective May 1, 2008; twenty-two cents (\$0.22) per kilometer effective May 1, 2009 both to and from the job site
- b. Transportation shall be provided to the job site and return.
- c. Employees using their personal vehicle on behalf of the Employer will be requested to do so in writing and will be reimbursed at a rate which is mutually agreed between Employee, Employer and the Business Manager of the Union. The Employee will be required to provide adequate insurance coverage for business purposes and a minimum of \$2 million public liability and property damage. All coverage in excess, if required, will be provided by the company. Those employees who choose not to use their personal vehicle on behalf of the company will not be discriminated against.

7.06

Where a job site is located beyond the "Free Zone" and employees working there do not return to the city daily:

- a. No travel time shall be paid for the first thirty (30) minutes both to and from the jobsite. Thereafter, travel time shall be paid as above. Where a sleeper is provided, the employee shall receive a maximum of eight (8) hours travel pay in any twenty-four (24) hour period. Meals or board allowance shall be provided in transit where necessary.
- b. Transportation shall be provided to the job site or residence, or the Employee shall be entitled to receive an amount equivalent to the prevailing public transportation fare.
- c. An Employee shall be entitled to return transportation and travel time at the rates outlined in (a) and (b) above when:
 - i. he is laid-off due to a lack of work
 - ii. the project is complete
 - iii. he has been employed at the project for thirty-five (35) days
- d. An Employee shall be entitled to return transportation only, but not travel time, if he quits or is terminated with just cause after thirty (30) days on the project.

- e. An Employee who leaves the project of his own volition or who is terminated for just cause within thirty (30) days shall not be entitled to either return transportation or travel time.

The Employer will ensure that transportation is available. The Business Manager must be notified immediately when an Employee is terminated for just cause.

7.07

For all Employees who work on a project from which they do not return to Calgary, Edmonton, Regina, or Saskatoon daily, the Employer shall provide either a camp, room and board or a subsistence allowance for the days which they do not return.

7.08

Where either a camp or room and board is provided, facilities must be adequate and suitable, and agreed upon between the Employer and the Business Manager of the Union.

7.09

- a. Where subsistence allowance is provided, the amount paid each Employee, shall be mutually agreed to between the Employer and the Business Manager of the Union and shall be sufficient to allow the Employee to obtain reasonable room and board in the general locale of the job site.
- b. Suitable accommodation shall be supplied by the Employer at no cost to the Employee.
- c. The daily board allowance shall be:
 - > Forty-seven dollars (\$47.00) per day as of May 1, 2010

7.10

When an employee fails to report to work when work is available on the working days immediately preceding or following recognized holidays or following bad weather days, he shall forfeit subsistence allowance for such absenteeism for the recognized holidays and bad weather days. When Saturday is not a working day and the Employee fails to report to work on Friday, when work is available, he shall forfeit subsistence allowance for Friday and Saturday.

When Sunday is not a working day and an Employee fails to report to work on Monday, when work is available, he shall forfeit allowance for Sunday and for Monday. An Employee shall also forfeit subsistence allowance for absenteeism on any working days.

7.11

Forfeiture of subsistence allowance may be waived if the reason for absenteeism is acceptable to the Employer and the Business Manager of the Local Union.

ARTICLE 8.00 – WORKING CONDITIONS

8.01

The Employer shall provide suitable, clean and enclosed sanitary facilities and, as soon

as job conditions permit, modern flush toilets, and wash basins are to be provided on all jobs by the Employer.

8.02

Unless otherwise agreed between the Employer and the Union, the Employer shall provide a lunchroom of adequate size, heated in cold weather and kept clean. This lunchroom shall not be used as a storage room. Drinking water in closed containers shall be replaced fresh daily and more often as necessary on hot days, and individual paper cups shall be provided on all jobs.

8.03

Protective clothing which is not normally worn by the Employee in the ordinary performance of his work, shall be supplied by the Employer at no expense to the Employee. The Employee will be responsible for equipping himself with an acceptable hard hat and work boots and/or safety boots. Additional protective clothing shall include rubber pants and gloves when moving creosote ties within a boxcar.

8.04

When a prospective Employee is requested to report to a job for hiring, he shall report at the required time suitably dressed and prepared for work and he shall present a proper Union referral slip and evidence that he was dispatched by the Union. If having done this and he is not hired, he shall be entitled to three (3) hours pay plus transportation and travel time where applicable.

8.05

Two (2) hours pay shall be allowed by the Employer requesting an Employee to report at the Employer's shop or job, when said Employee reports for work and work is not available. When an Employee commences work, he shall be paid a minimum of four (4) hours, unless an emergency condition occurs which prevents him from working.

8.06

Two (2) rest breaks of ten (10) minutes duration per shift shall be granted during working hours. Such breaks shall be as close to the center of each half shift as possible and will be initiated by the Employer under his supervision. When overtime is worked, similar breaks shall be allowed at the end of the eight (8) hour shift and every two (2) hours thereafter.

8.07

Starting and quitting time shall be at the brass shack or time clock. Where there is not brass shack or time clock, the main project office shall be the starting and quitting point. On camp jobs, the starting and quitting points shall be mutually determined between the Employer and the Business Manager of the Union.

8.08

When an Employee is required to work unscheduled daily hours in excess of eleven (11) hours, the Employer shall be required to provide a meal, hot when possible , at no cost to the Employee at the end of the eleven (11) hours. If a meal is not provided at the end of the eleven (11) hours as specified above, the Employer shall pay the Employee the sum of fifteen (\$15.00) in lieu of the meal.

8.09

Employees will not be required to work less than the regular hours as outlined in Article 6.00 of this Agreement because of the starting and quitting time of any trade engaged on the job.

ARTICLE 9.00 – WAGES

9.01 CLASSIFICATIONS

Probationary Track Labourer

Less than forty-five (45) days experience with A & B Rail Contractors Ltd.

Labourer

Inexperienced labourer with less than one (1) one year experience.

Trackman & Class C Operator (one year experience)

Rail Saw, Rail Drill, Rail Grinder (hand held), Rail Weld Shear, PB-8 Spike Hammer, Pavement Cutter, Track Wrench Cobra Hand Tamper, Portable Tie Inserter, Single Head Spike Driver, Tie Spacer, Track Liner, Track Slewing, Power Jack, Anchor Applicator, Spike Puller.

Senior Trackman & Class C Operator (more than three years experience)

Lead Hand & Assistant Foreman

Class B Operator (less than three years experience)

Teleweld Rail Heater, Rail Vibrator, Automatic Spike Driver (Dual Head), Vibratool Tamper, Tie Handler Crane, Track Mobile (Whyting), Tie Bed Scarifier, Survey Transit and level, Crib and Shoulder Compactor, Front End Loader with all attachments, Ballast Regulator, Switch Tamper, Hi-Rail Pettibone Speedswing, Hi-Rail Gravel Truck & Hi-rail Flatdeck Truck

Senior Class B Operator (more than three years experience) as a "B" operator

Class A Operator (less than three years experience)

Thermite Welder, Lifting, lining tamper

Senior Class A Operator (more than three years experience) as an "A" operator

Labour Foreman (less than three years experience) as a foreman

Works with and controls and is responsible for all of the above on site but is not responsible for managing the total project or job.

Senior Labour Foreman (more than three years experience) as a foreman

9.02

When working on Building Trades industrial job site as designated by the owner, all

Employees shall be paid the industrial rate of pay.

9.03 Wages and Benefits

May 1, 2010	Wage	Hol.Pay	H&W*	Pension	Train	Total
Probationary Labourer	17.50	1.75	1.60	2.04	0.10	\$22.99
Labourer	18.20	1.82	1.60	2.04	0.10	\$23.76
Trackman, & Class C Operator	20.25	2.03	1.60	2.04	0.10	\$26.02
Senior Trackman & Senior Class C Operator	21.37	2.14	1.60	2.04	0.10	\$27.25
Lead Hand & Assistant Foreman	22.49	2.24	1.60	2.04	0.10	\$28.47
Class B Operator	23.05	2.30	1.60	2.04	0.10	\$29.09
Senior Class B Operator	25.31	2.53	1.60	2.04	0.10	\$31.58
Class A Operator	26.99	2.70	1.60	2.04	0.10	\$33.43
Senior Class A Operator	29.24	2.94	1.60	2.04	0.10	\$35.92
Labour Foreman	26.99	2.70	1.60	2.04	0.10	\$33.43
Senior Labour Foreman	29.24	2.92	1.60	2.04	0.10	\$35.90

May 1, 2011	Wage	Hol.Pay	H&W*	Pension	Train	Total
Probationary Labourer	17.50	1.75	1.60	2.08	0.10	\$23.03
Labourer	18.56	1.86	1.60	2.08	0.10	\$24.20
Trackman, & Class C Operator	20.65	2.07	1.60	2.08	0.10	\$26.50
Senior Trackman & Senior Class C Operator	21.80	2.18	1.60	2.08	0.10	\$27.76
Lead Hand & Assistant Foreman	22.94	2.29	1.60	2.08	0.10	\$29.01

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Wages

wages

Class B Operator	23.51	2.35	1.60	2.08	0.10	\$29.64
Senior Class B Operator	25.81	2.58	1.60	2.08	0.10	\$32.17
Class A Operator	27.53	2.75	1.60	2.08	0.10	\$34.06
Senior Class A Operator	29.83	2.98	1.60	2.08	0.10	\$36.59
Labour Foreman	27.53	2.75	1.60	2.08	0.10	\$34.06
Senior Labour Foreman	29.83	2.98	1.60	2.08	0.10	\$36.59

*Denotes: H&W will not change until Provincial Collective Agreement is changed. Rates will increase .05 cents.

ARTICLE 10.00 – PAYMENT CONDITIONS

10.01

Wages shall be paid weekly or bi-weekly by cheque on Friday before quitting time unless otherwise agreed between the Employer and the Union and not more than one week's pay will be held back.

10.02

When an Employee is laid off or has given seventy-two (72) hours notice, all wages, vacation pay and statutory holiday pay shall be paid at time of termination. When an Employee quits without seventy two (72) hours notice or has been discharged for just cause, the Business Manager of the Local Union shall be notified not later than forty eight (48) hours after his termination of employment, excluding Saturday, Sunday and statutory holidays. If the Employer mails such papers and monies due to the Employee at his last known address or to the Local Union within the forty-eight (48) hours, this paragraph hereafter will be deemed to have been satisfied. If the Employee is kept waiting, he shall be paid at the daily rate he had been receiving for such days he is kept waiting.

10.03

Pay deduction statements shall be given the Employee with each pay cheque showing regular hours, overtime hours, travel hours, transportation, subsistence or board allowance and statutory holiday and vacation pay.

ARTICLE 11.00 – GRIEVANCE PROCEDURE

11.01

All differences between the Employer and the Union regarding the interpretation, application, operation and an alleged violation of this Agreement shall be settled without stoppage of work or lock-out by negotiation or as hereafter provided.



11.02

Either the Union or the Employer shall submit his complaint to the Steward, or in his absence, to an Official Representative of the Union, who shall endeavor to settle the complaint between the Employee and his immediate Supervisor.

11.03

If the complaint is not settled within five (5) working days, excluding Saturdays, Sundays, and Holidays, the aggrieved party shall submit his complaint in writing to the Steward, or in his absence, to an Official Representative of the Union, who shall endeavor to settle the complaint with Project Management.

11.04

If the complaint is not settled within five (5) working days (excluding Saturdays, Sundays and holidays), either party may take the grievance to an Arbitrator for final and binding settlement.

11.05

If a grievance between an Employee or the Employer and the Union has not been settled as provided for above, the grievance shall be set out in writing stating the nature of the complaint, the section or sections of the Agreement infringed upon or claimed to have been violated and the remedy or correction claimed. The Union or its Representative may process the grievance at this point on behalf of the Employee.

11.06

If the Union and the Employer fail to select an arbitrator within five (5) days thereafter (excluding Saturdays, Sundays and holidays), either party may request the Minister of Labor to select an Arbitrator.

11.07

The parties agree that the unsuccessful party will pay the expenses of the Arbitrator.

11.08

The Arbitrator shall give his decision not later than fourteen (14) days after his appointment except with the consent of both parties, such limitation of time may be extended.

11.09

If both Chairmen of the Negotiating Committees signatory to this Agreement agree to the intent of any Article in the Agreement, the Arbitrator shall accept that as evidence at the grievance hearing.

11.10

The arbitrator may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitral issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement, except as provided in provincial labor legislation.

11.11

The parties agree that an award of such arbitrator may be enforced under the proper provisions of the applicable provincial legislation.

ARTICLE 12.00 – HEALTH & WELFARE

12.01

The parties hereto acknowledge the Laborers' Health & Welfare Trust Fund of Western Canada. Each Employer signatory hereto shall contribute as per the Article 9.00 Wage and Benefit rates, for each and every hour worked by any union member under the job classifications set out in the Agreement.

Contributions shall be made on the basis of full or half hours and shall be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from the Employee's wages. Such contributions are in excess of the wage rates set out in the Agreement and do not constitute a payment of wages or any portion of a payment of wages.

12.02

Upon the wages of a union member becoming due, the contributions outlined in Article 12.01 shall be calculated by the Employer and set aside and considered separate from his own monies as if deemed in trust. In the event of any liquidation, assignment, or bankruptcy of such Employers the amount equal to the contributions owed on behalf of the employees shall be considered to form no part of the bankruptcy.

The contributions for the Trustees of the said fund and the gross contributions from the Employer for all hours worked by all union members in the said classifications shall be forwarded by the Employer to the said fund at:

9th Floor
9707 – 110 Street
Edmonton, AB
T5K 3T4

No later than the fifteenth (15th) of the month following the month the hours were worked.

12.03

It is understood that the contributions negotiated under this Clause are for the benefit of members of the Union as recognized by the Trustees of the said Fund who shall continue to have full discretion to make from time to time reasonable rules in this respect.

12.04

Either of the parties of this Agreement may request the Trustees of the above fund to authorize an independent inspection of any Employer's pay records and the Employer hereby agrees to any such inspection.

ARTICLE 13.00 – JURISDICTIONAL DISPUTES

13.01

There will be no stoppage of the Employer's work because of a jurisdictional dispute. In the event that a jurisdictional dispute should arise between the Union and any other labor organization on any job, the Employer shall make an assignment of the disputed work and the Union shall comply with the assignment pending settlement of the dispute by the parties concerned. If no settlement is affected, then the dispute will be settled finally in accordance with the applicable provincial labor legislation.

ARTICLE 14.00 – PENSION PLAN

14.01

The parties hereto acknowledge the Laborers' Pension Fund of Western Canada. Each Employer signatory hereto shall contribute as per the Article 9.00 Wage and Benefit rates, for each and every hour worked by any union member under the job classifications set out in the Agreement.

Contributions shall be made on the basis of full or half hours and shall be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from the Employee's wages. Such contributions are in excess of the wage rates set out in the Agreement and do not constitute a payment of wages or any portion of a payment of wages.

14.02

Upon the wages of a union member becoming due, the contributions outlined in Article 14.01 shall be calculated by the Employer and set aside and considered separate from his own monies as if deemed in trust. In the event of any liquidation, assignment, or bankruptcy of such Employers the amount equal to the contributions owed on behalf of the employees shall be considered to form no part of the bankruptcy.

The contributions for the Trustees of the said fund and the gross contributions from the Employer for all hours worked by all union members in the said classifications shall be forwarded by the Employer to the said fund at:

9th Floor
9707 – 110 Street
Edmonton, AB
T5K 3T4

No later than the fifteenth (15th) of the month following the month the hours were worked.

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It is understood that the contributions negotiated under this Clause are for the benefit of members of the Union as recognized by the Trustees of the said Fund who shall

continue to have full discretion to make from time to time reasonable rules in this respect.

14.04

Either of the parties of this Agreement may request the Trustees of the above fund to authorize an independent inspection of any Employer's pay records and the Employer hereby agrees to any such inspection.

ARTICLE 15.00 – TRAINING PLAN

15.01

The purpose of the Training plan shall be to provide workers the opportunity to acquire and improve their skills.

15.02

The Plan shall be administered by a Board of Trustees with equal representation from the Union and the Employer.

15.03

The Employer will contribute per hour for each hour worked by each member covered by this Agreement.

15.04

Such contributions shall be remitted to the:

Alberta Labourers Training Trust Fund
- or the -

Saskatchewan Construction and General Workers' Training Trust Fund

and be payable no later than the fifteenth (15th) day of the month following the month the hours were worked.

15.05

Employees will take training as directed by the Employer to achieve the qualifications and standards required by the Employer.

ARTICLE 16.00 – SUB-CONTRACTORS

16.01

Employers signatory to this Agreement shall have the right to sublet, transfer or assign the work that they normally perform with its own work forces within the work jurisdiction of the Union to any person, firm or corporation provided that such sub-contract, transfer or assignment is made conditional upon any person, firm or corporation so delegated to comply with the operating terms of the Agreement in force and effect.

16.02

The Employer agrees to engage only those sub-contractors who have contractual relations with the Union to perform work which is normally performed by the Employer's own work forces under the terms and conditions of this Agreement.

16.03

The Employer agrees, when requested, to disclose to the Union the names of such subcontractors.

ARTICLE 17.00 – SAVING CLAUSE

17.01

Should any article or any provision or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.


ARTICLE 18.00 – SPECIAL PROVISIONS

18.01 Enabling

A & B Rail Contractors Ltd. reserves the right to negotiate the rates contained herein when special conditions are presented to the Union which may warrant such changes provided that the changes are agreed to by the Company, the Employees and the Local Union at that time.


Signed this _____ day of _____ 2010.

For A & B Rail Services Ltd.



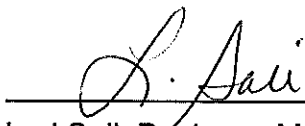
Paul Brum, President

For Local 92



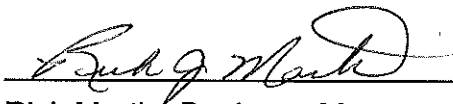
Mike Reid, Business Manager

For Local 180



Lori Sali, Business Manager

For Local 1111



Rick Martin, Business Manager