

COLLECTIVE AGREEMENT

Between

MFM LP

And

**CONSTRUCTION AND GENERAL WORKERS' UNION, LOCAL
NO. 92**

Effective: October 3, 2023 to December 31, 2025

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COLLECTIVE AGREEMENT

BETWEEN:

MFM LP

(hereinafter referred to as the "EMPLOYER")

AND

CONSTRUCTION AND GENERAL WORKERS, UNION, LOCAL NO. 92

(hereinafter referred to as the "UNION")

ARTICLE 1 - OBJECTIVES

- 1.01 The objective of this agreement is to provide fair and reasonable working conditions and job security for employees; prevent strikes and lockouts; record the terms of agreement as to conditions of employment, hours of work and rates of pay, and generally to make reasonable provisions for the safety and health of the employees and the prompt and fair disposition of disputes arising out of this agreement.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.01 This Agreement is for a period commencing October 3, 2023 and ending on December 31, 2025. Should either party wish to change, amend or terminate this Agreement, their notice, in writing, within one hundred and twenty (120) days prior to December 31, 2025, shall be given by either party. Failing notice by either party in the prescribed period, this Agreement shall continue in full force and effect from year to year and notice to change, amend, or terminate this Agreement shall be given within one hundred and twenty (120) days prior to any subsequent anniversary date.

ARTICLE 3 - EXTENT

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for employees in the bargaining unit as described in *Certificate Number C2009-2022* issued by the Alberta Labour Relations Board.
- 3.02 Should any part hereof or any provision herein contained be rendered and declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such part or portion of this agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.
- 3.03 The Employer signatory to this Agreement will not subcontract any work within the jurisdiction of the Union, except to a contractor who is signatory to this Collective Agreement.

- 3.04 The Employer recognizes the Union as the sole and exclusive bargaining agent and agrees to negotiate only with the Union on any and all matters affecting relations between the Employer and the Employees.

ARTICLE 4 - UNION SECURITY

- 4.01 The parties hereto agree that all employees of the Employer covered by the terms of this Agreement shall become members of the Union within 15 days of the signing of this Agreement as a condition of continued employment.
- 4.02 The Employer shall, for each pay period, deduct from the wages of each employee in the unit affected by the Collective Agreement, the amount of Union dues, including working dues, initiation fees and assessments as a condition of employment. The Union shall notify the Employer in writing of the amount of Union dues, initiation fees and assessments to be deducted in accordance herewith and the Employer shall rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's constitution and by-laws.
- 4.03 The Employer shall forward such dues, initiation fees and assessments to the Secretary-Treasurer of the Union before the 15th day of the month following the month in which the deductions are made.
- 4.04 The Employer shall, when forwarding such dues, provide a list for the Secretary/Treasurer of the Union, listing the names, addresses, phone numbers and corresponding Social Insurance Numbers of the employees from whose pay such deductions have been made.
- 4.05 The Employer will indicate the amount of Union dues paid by employees on their T4 slips.
- 4.06 Where employees are hired directly by the Employer pursuant to Article 5.01, the Employer shall provide the Union with the opportunity to meet with new employee(s) at the site office within 5 days of hiring, for one (1) hour for the Job Steward or Union Representative for the purposes of orienting those new employees and having them sign Union membership application cards.
- 4.07 No employee shall be compelled or allowed to enter into any individual contract or agreement with his employer concerning the conditions of employment contained herein.
- 4.08 All employees shall receive clearance from the Union Hall prior to commencing employment.

ARTICLE 5 - HIRING PROCEDURE

- 5.01 Subject to Article 5.03, the Employer agrees to hire only members in good standing of the Union through the services of the Union Hall when Employees are required. The Employer shall have a right to name hire employees. Members so hired shall be in possession of a

referral slip from the Union or the Union agrees to provide necessary referral slips to the Employer before commencement of work. When the Employer calls the Union for workers and the Union is unable to supply competent workers within twenty-four (24) hours, exclusive of Saturdays, Sundays, and Holidays, the Employer may engage new workers directly on the understanding that they shall make application to become members of the Union within fifteen (15) days of commencement of employment. Any such Employee who has not made application to become a member of the Union within the allowed fifteen (15) days shall be terminated. The Union will provide the workers resumes to the Employer in order to validate the training and experience.

- 5.02 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. Any employee who fails to maintain their membership in the Union because of a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union shall be subject to discharge after seven (7) days written notice to the Employer.
- 5.03 The early and continued participation of members of the Mikisew Cree First Nation is desirable. Accordingly, the Parties agree to maximum practicable employment of qualified members of the Mikisew Cree First Nation under the terms of this Agreement.
- 5.04 All employees newly hired directly by the Employer for regular employment, or for a member dispatched from the Union who has been a member of the Union for a period of less than ninety (90) days, shall be considered as probationary employees for the first forty-five (45) days worked days from the date of hire. There shall be no probationary period for those employees dispatched directly from the Union, and who are a member of the Union for a period of ninety (90) days or more.
- 5.05 There shall be no responsibility on the part of the Employer respecting the employment of probationary employees should they be laid off or discharged during the probationary period and no grievance may be filed except to the extent that the termination is alleged to be a violation of Article 7.04 which grievance by a probationary employee may be filed and is arbitrable.

ARTICLE 6 - JOB STEWARDS AND UNION REPRESENTATIVE

- 6.01 Job Stewards shall be recognized by this Agreement and shall not be discriminated against. The Job Stewards shall not be terminated in his/her classification except on job completion or, if terminated for cause.
- 6.02 The Employer agrees to recognize two (2) chief Stewards on day shift, and two (2) chief Stewards on night shift and shall be compensated at the Certified Labourer rate established under the GPMC Wage and benefit schedule. Such pay designation of the Chief Steward shall not escalate supervisory pay rates and conditions on that crew/team.

If the Chief steward status is lost, they will revert to the old rate. The Union will agree to notify the employer prior to the end of the current pay period of any changes to which staff are serving as Chief Steward's and the effective date of the change.

The employee must pass probation as well as serve a minimum of six (6) months as a shop steward prior to becoming a Chief Steward and issued the Certified Labour Rate.

- 6.03 Job Stewards shall be allowed sufficient time to perform their duties provided they have received approval from their immediate supervisor which shall not unreasonably be withheld. Stewards shall not suffer a loss of pay for attending to complaints or grievances.
- 6.04 An Official Representative of the Union shall have access to all work sites covered by this Agreement in carrying out their regular duties after first notifying the Supervisor or person in charge. Information pertaining to worksite locations and shifts shall be made available to the Representative upon request.
- 6.05 No union activity shall take place on the part of any employee during his working hours or on Employer time (save as expressly authorized by this Agreement) or in such manner or place or at such time as may interfere with or distract or divert any other employee or employees during their working hours or on Employer time.
- 6.06 The Employer acknowledges the right of the Union to appoint up to two (2) employees to serve as members of the negotiating committee in addition to any full-time Representatives the Union may appoint to the negotiating committee. Employees will not be paid by the Employer for any time off for the purposes of serving on the negotiating committee.
- 6.07 The Union may request time off without pay for Stewards in the bargaining unit for Union business or training, which requests shall not be unreasonably denied. Requests should, where reasonably possible, be made at least three (3) weeks in advance.

ARTICLE 7 - MANAGEMENT OF EMPLOYEES

- 7.01 The Employer has the right to manage the operations, which right includes, but is not limited to, the hiring and direction of the working forces, the right to hire, discharge, promote, demote, transfer, lay-off, discipline or terminate employees for just cause, the determination of the qualifications of each employee to perform such work, the methods and processes and means of production in the carrying out of his obligations and services, providing the Employer, in exercising his rights observes the provisions of this Agreement. The Employer agrees to be fair and reasonable in the application, administration and operation of this Collective Agreement.
- 7.02 The Employer agrees that its functions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

- 7.03 Copies of Employer rules will be provided to the Union. Copies of Employer rules will be provided to employees upon employee requests and the Employer shall advise the Union of any changes at least 10 days in advance of any change in rules.
- 7.04 There shall be no discrimination by the Employer against any employees because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, union membership or union activity. The Employer agrees to abide by the Alberta Human Rights Act.
- 7.05 The Parties acknowledge and agree that one of the primary purposes of the employer is to serve the needs of Indigenous peoples on Indigenous lands. The Parties support the aspirations of Indigenous communities for economic self-sufficiency and self-government and strive to ameliorate the historical disadvantage of Indigenous persons. To this end, the parties agree that the Employer's management rights include the right for the employer to give Preferential Treatment to Indigenous persons in hiring, promotion, or other aspects of employment. "Preferential Treatment" includes providing Indigenous persons priority in employment matters including hiring, promotion, training, lay-off and recall from layoff – provided the person(s) is a member of Local 92 in good standing.
- 7.06 Seasonal temporary workers will be hired according to their dispatch for a temporary period of time. Once the season ends, or the temporary period ends, so does the employment of the individual. Any employees who are on leave will be laid off in accordance with the standard procedures of lay-off at the end of their temporary position, end of season, or at a time when a reduction in the workforce is required.

ARTICLE 8 - REGULAR HOURS OF LABOUR/ SHIFTS/ OVERTIME

- 8.01 The Employer may schedule employees according to the shift schedules and starting and stopping times provided for in the General Presidents Maintenance Committee (GPMC) Agreement for Suncor Inc., Tar Island, Alberta including Firebag in-situ Project, Fort Hills and MacKay River AND Syncrude Canada Ltd., Mildred Lake AB (the "GPMC" -all references are to the Long -Term maintenance provisions) and any amendments thereto, which shall be posted reasonably in advance in locations accessible by employees. Every employee shall be assigned a shift schedule with regularly scheduled days off.
- 8.02 In respect of Article 8.01, the Employer may schedule employees to work any of the shifts provided for in the GPMC and any amendments thereto and will pay employees the overtime rates contained in that Agreement in respect of each schedule worked.
- 8.03 The Employer will only employ regular full-time and seasonal employees with a minimum of forty (40) hours work per week to perform bargaining unit work. There will be no employment of part-time employees to perform bargaining unit work.
- 8.04 All employees performing shift work shall be paid the shift premiums provided for in the

GPMC under the Long-Term Maintenance provisions and any amendment thereto.

- 8.05 All employees, working 12 hour shifts, shall receive three (3) thirty (30) minute paid breaks, one break to be taken in the first half of the shift, one break to be taken in the second half of the shift, and the final meal break to be taken as close to the middle of the shift as possible. If working 10 hours or less (between the hours of 7:30 am and 7:30 pm), the midday lunch period of 30 min will be unpaid. Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) paid breaks of 15 minutes each.
- 8.06 An employee who reports for his /her scheduled shift and finds that no work is available, will be paid for four (4) hours at his /her regular rate of pay, unless the employee received prior notification of at least eight (8) hours not to report to work.
- 8.07 When an employee is called for work at any time and work is performed, the employee shall be paid a minimum of four (4) hours:
 - a) On regular shifts - at straight time;
 - b) On other than regular shifts - at prevailing overtime.
- 8.08 The Employer may change an employee's work schedule with twenty-four hours (24) notice. No employee is required to report for work unless and until the twenty-four (24) hour notice has elapsed and a refusal to report for work with less than twenty-four (24) hours' notice cannot be considered cause for discipline or termination of employment.
- 8.09 The Union may request copies of time cards, time sheets and hours worked, and such requests shall not be unreasonably denied.
- 8.10 No employee shall be required to work a split shift.
- 8.11 Employees are entitled to a minimum of eight (8) hours rest between shifts. No employee may be scheduled to work with less than eight (8) hours rest.
- 8.12 The Employer agrees to distribute excess and overtime work equitably among available, and qualified employees. Available overtime opportunities shall be offered on a rotational basis to employees who normally work in the area and shift where the overtime is required. The Employer will keep a list set out by seniority indicating the overtime opportunities offered by employee including the number of overtime hours worked.
- 8.13 The Employer will not reschedule any employees for the purpose of avoiding overtime.

ARTICLE 9 - WAGES

9.01

- (i) All employees classified as Labourers, including Certified, Uncertified and Trainees, shall

be paid the base rates provided for in the GPMC under the Wage and Benefit Schedule which applies to Local 92, including any amendments or increases thereto. Employees on "Long Term Maintenance" and Short Term Maintenance" shall be paid according to those defined conditions and overtime provisions, and as per the GPMC Wage and Benefit Schedule Pay for Local 92.

- 9.02 Any bonus or incentive programs must be negotiated with and agreed to by the Union.
- 9.03 Where a new classification is established the Employer will consult with the Union prior to establishing the rate. If the parties cannot agree on a rate, the rate will be set at expedited interest arbitration and the Employer may set the rate until a decision is rendered. If the arbitrator awards a higher rate than set by the Employer, the higher rate will be retroactive to the date the classification was first established.
- 9.04 When to meet the Employer's requirements, an employee is temporarily transferred to a lower classification job, he/she shall receive the wage rate for his/her regular job.
- 9.05 When an employee is temporarily transferred to a higher classification job, he/she shall receive the wage rate for such higher classification for the hours worked at such higher classification.
- 9.06 Payment of wages under this Agreement shall be made weekly by cheque or direct deposit and shall be up to a day not more than seven (7) calendar days prior to the date of payment. The normal method of payment will be by direct deposit however, at the discretion of the Employer, an exception to direct deposit will be made where an employee is able to provide a letter from a recognized Canadian Financial Institution verifying that the Employee is ineligible to establish banking arrangements.
- 9.07 When Employees are discharged, laid-off or voluntarily terminate their employment, they shall be paid the wages due to them, including all holiday pay and vacation pay, in accordance with the *Employment Standards Code* of Alberta.
- 9.08 A Statement of Earnings shall be delivered to each employee on or prior to pay day. The Statement of Earnings will show the dates of payroll period covered, and the following:
- (a) Straight-time hours paid
 - (b) Overtime hours paid
 - (c) Shift premium paid
 - (d) Statutory Holiday pay
 - (e) Vacation pay
 - (f) Deductions from earnings and reasons for deductions
- 9.09 Daily time cards shall be made available for all employees. The time worked shall be filled in and signed by the employee concerned at the completion of the shift. No change shall be made to such time card. The time recorded shall be verified by the employee's supervisor.
- 9.10 Payroll errors in excess of an equivalent to 10 hours of pay will be rectified by manual

cheque no later than 24 hours, excluding Saturdays, Sundays and Holidays, after the employer receives notice of the error. Payroll errors of less than an equivalent of 10 hours pay will be rectified on the following payroll.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 Employees will be paid statutory holiday pay in accordance with the GPMC Wage and Benefit Schedule for Local 92 and any increases thereto. Statutory holiday pay will be included in gross wages, to be paid on each weekly pay cheque.

10.02 The recognized statutory holidays are:

New Year's Day	Labour Day
Alberta Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday (1 st Monday in August)	Boxing Day

Each of the recognized holidays listed in Article 10.02, shall be observed on the calendar day on which it occurs, premiums will apply for hours worked at Double Time (x2.0)

10.03 All work performed on statutory holidays shall be paid in accordance with the provisions of the GPMC or any amendment thereto in addition to the statutory and annual holiday pay as outlined above.

10.04 Should an additional day be declared a statutory holiday by the Provincial Government, it shall be deemed to be a recognized holiday for the purpose of this Agreement.

ARTICLE 11- BENEFITS

11.01 The Employer will pay into the Laborers' Health & Welfare Trust Fund of Western Canada the amount specified in the GPMC Wage and Benefit Schedule for Local 92 and any increases thereto for each and every hour worked by Employees 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 the Employer shall not deduct such contributions or any portion thereof from the Employee's wages. Such contributions are in excess of wages rates set out in the Agreement and do not constitute a payment of wages or any portion of a payment of wages.

11.02 Upon the wages of an Employee becoming due, the contributions outlined in Article 11.01 shall be calculated by the Employer and set aside for the Trustees of the said Fund and the gross contributions for the Employer for all hours worked by all Employees in the said classifications in a month shall be forwarded by the Employer to the said fund at:

**10154 108 Street NW
Edmonton, Alberta
T5J 1L3**

- 11.03 It is understood that the contributions negotiated under this Article 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.
- 11.04 Either of the parties to 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.
- 11.05 Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.
- 11.06 Where an Employee performs work that would require the Employer to contribute hourly contributions to the Health and Welfare Trust Fund in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE 12 - PENSION

- 12.01 The Employer will pay into the Laborers' Pension Fund of Western Canada the amount specified in the GPMC Wage and Benefit Schedule for Local 92 and any increases thereto for all regular hours worked by Employees covered by this Agreement. The Employer agrees to contribute for each, and every regular hour worked by an Employee 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 on the basis of hours worked.
- 12.02 All payments shall be made not later than the fifteenth (15th) day of the month following the month for which the payment is to be made.

- 12.03 Payment to be forwarded to the Laborers' Pension Fund of Western Canada located at:

**10154 108 Street NW
Edmonton, Alberta
T5J 1L3**

or such other place as the Trustees may designate from time to time.

- 12.04 Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of the Employer's pay records and the Employer hereby agrees to any such inspection.
- 12.05 Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.
- 12.06 Where an Employee performs work that would require the Employer to contribute hourly contributions to the Laborers' Pension Fund of Western Canada in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.
- 12.07 Pension contributions shall not be payable in respect of a Member on or after November 30th of the calendar year in which the Member attains the age of seventy-one (71) years or such other maximum age prescribed under Canada's Income Tax Act. Such monies that would have otherwise been payable on behalf of the Member as pension contributions shall be paid directly to the Member as a separate hourly payment exclusive of other wage-related earnings. (For clarity purposes, the payment is equal to the number of hours worked, multiplied by the pension contribution otherwise payable).

This provision will be applicable to all union pensioners working under this agreement, including pensioners under the age of 71, that will be required to produce documentation satisfactory to the Union.

ARTICLE 13 - TRAINING FUND

- 13.01 The purpose of the Training Fund shall be to provide workers the opportunity to acquire and improve their skills.
- 13.02 The employer will contribute the amount specified in the GPMC Wage and Benefit Schedule for Local 92 and any increases thereto for each hour worked by each Employee covered by this agreement.
- 13.03 Such contributions shall be remitted to the Construction & General Workers' Training Trust Fund of Alberta and Northwest Territories and be payable by the fifteenth (15th) day of the month following. Payment to be forwarded to this Fund at the following address:

**Construction & General Workers' Training Trust
Fund of Alberta and Northwest Territories
12150 – 154 Street
Edmonton, AB
T5V – 1J2**

- 13.04 Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of the Employers' pay records and the Employer hereby agrees to any such inspection.
- 13.05 Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.
- 13.06 Where an Employee performs work that would require the Employer to contribute hourly contributions to the Training Trust Fund in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.
- 13.07 The Union will provide a method for the Employer to obtain confirmation of the training provided to employees, as well as the employees who require additional training.

ARTICLE 14 - TRUST FUNDS GENERALLY

ARTICLE 15 - ABSENCES FROM WORK AND JOB ABANDONMENT

- 15.01 Any employee who may be absent for work or late for work for any reason shall, whenever possible, notify their supervisor at least one (1) hour prior to the beginning of their shift. It is understood that in emergency circumstances, employees may not be able to provide the required notification.
- 15.02 Any employee who is absent without leave and does not contact the Employer for a period of three (3) consecutive work days shall be deemed to have abandoned their position and their employment shall be terminated unless the employee can demonstrate that they were unable to call-in.
- 15.03 The Employer reserves the right to request a medical certificate after three (3) consecutive days of absence due to illness or injury OR where the Employer has cause to question the ongoing fitness of the Employee to perform their regular duties. Such an Employer request shall entail a documented submission, to the attending Licensed Health Care Professional (LHCP), a copy of the current assigned Employers Job Demands Analysis and a Fitness for Duty request form. The Employee will only be returned to regular duties, should the LHCP opinion support such return without work/shift restriction(s).
- 15.04 The parties to this agreement agree to adopt the GPMC Bereavement Protocol terms, definitions and conditions (and any amendments made to that protocol from time to time), for the purposes of providing bereavement pay benefits.
- 15.05 The Employer agrees to provide pregnancy and parental leave in accordance with the Alberta Employment Standards Code. Upon return from such leave employees will be entitled to be reinstated to the same or similar job.
- 15.06 An employee shall be granted one (1) day leave of absence without pay for the purpose of attending formal hearings to obtain his / her Canadian citizenship.
- 15.07 The Employer will grant military leave, without pay, in accordance with the provisions of the Alberta Employment Standards Code.
- 15.08 An employee summoned to serve on a jury or as a witness shall receive the necessary time off work without pay. The employee must provide the Employer with a copy of the summons.
- 15.09 The Employer will provide compassionate care leave in accordance with the Alberta Employment Standards Code.
- 15.10 Employees are entitled to leave without pay for moving of personal effects where an employee changes residences necessitating the moving of his / her household effects. The Employer may require proof of change of residence.

ARTICLE 16 - VACATIONS

16.01 Employees are entitled to vacation pay at the following rates based on each hour worked:

- a) If employed up to, but less than seven (7) years, at a rate of 6%
- b) If employed more than seven (7) years but less than ten (10) years, at a rate of 8%
- c) If employed more than ten (10) years but less than twenty (20) years, at a rate of 10%
- d) If employed more than twenty (20) years, at a rate of 12%

16.02 Vacation pay shall be paid out on each pay cheque.

16.03 Employees are entitled to take unpaid time off equivalent to their vacation entitlements as follows:

- a) If employed less than two (2) years, two (2) weeks
- b) If employed more than two (2) years but less than seven (7) years, three (3) weeks
- c) If employed more than seven (7) years but less than ten (10) years, four (4) weeks
- d) If employed more than ten (10) years but less than twenty (20) years, five (5) weeks
- e) If employed more than twenty (20) years, six (6) weeks

16.04 Vacation requests will be submitted to the Employer by March 1st of each year and will be confirmed by the employer by April 11. Employees who miss the cutoff date will have their vacation granted based on availability.

ARTICLE 17 - WORKING CONDITIONS

17.01 Employees covered by this Agreement will take direction from the Foreman they are assigned, or a General Foreman designated by the manager. If a Foreman is not immediately available, then direction will come from the General Foreman.

17.02 All uniforms and tools as required by the Employer to be used by employees will be supplied by the Employer. Employees will not be required or allowed to supply their own tools.

17.03 All special equipment and all equipment necessary to perform the duties assigned to the employees shall be furnished and kept in repair by the Employer.

17.04 The Employer will provide all employees with coveralls and gloves and the Employer will

be responsible for all laundering of coveralls. Where employees are required to work extended hours outside, the Employer will provide the employee with a winter coat. Employees agree that upon their employment with the Employer coming to an end, they will return the provided winter coat to the Employer. Employees authorize the Employer to withhold \$250.00 (Two-Hundred and Fifty dollars) from their final pay in the event that an Employee does not return the winter coat. If an employee returns the winter coat within 30 days of receiving their final pay, the Employer agrees to reimburse the Employee the withheld amount.

- 17.05 If lockers are available at the workplace the Employer will determine if the client will allow the employees to use such lockers.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01 The Employer and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Employer, the employees and the Union will cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.
- 18.02 The parties agree to establish a Joint Health and Safety Committee. The Committee will be made up of two (2) Representatives of the Employer and two (2) Representatives appointed by the Union. The Committee shall meet at least once a month. Committee minutes will be taken by an administrative person provided by the Employer, who will not be a member of the Committee, and minutes shall be copied to the parties following each meeting. The recommendations of the Committee shall be fully considered by the Employer.
- 18.03 Employees are required to report injuries to their supervisor immediately. Any employee injured on the job shall be paid for the balance of his shift on which the injury occurred at the hourly rate applicable to that shift, if as a result of such injury the employee is sent home by a Representative of the Employer or is hospitalized.
- 18.04 If an employee is requested by the Employer to escort the injured employee home or to a hospital that employee shall also be paid for the balance of his or her shift.
- 18.05 No employee shall be disciplined for refusing to perform unsafe work where the employee believes that he or she would be placed at a significant and / or immediate risk to personal health or safety.

ARTICLE 19 - GENERAL

- 19.01 For the purpose of obtaining gender neutral language in this Agreement, in some instances, plural references shall be read to refer to the singular tense, for example "they" shall mean "he or she" in the singular, and "their" shall mean "his or her" in the singular.

ARTICLE 20 - DISCIPLINE & DISCHARGE OF EMPLOYEES

20.01

- a) In the event that an employee is being considered for discipline, suspension or discharge for just and reasonable cause, the Job Steward will be notified and provided with the reasons for the discipline or discharge.
- b) A Steward shall have the right to consult with a Business Representative of the Union and to have a Business Representative present at any discussion with supervisory personnel, which the Steward believes might be the basis of disciplinary action against the Steward.
- c) Where an employee is required to attend a meeting in which a written warning, suspension or discharge is to be given, the Supervisor or designate will inform the employee prior to the meeting of his or her right to have a Union Steward present at that meeting and will ensure a Steward is present. If a Steward is not available, the Employer shall schedule the disciplinary meeting within the next forty-eight (48) hours and advise the Union Business Representative of the time and place of the meeting. If a Steward is not available, the Union Business Representative may attend any such meeting.
- d) The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee.
- e) An employee or a Business Representative of the Union or his/her designate shall be entitled to review the employee's personnel file with the consent of the employee.
- f) Each documented warning, oral or written, or other record of discipline shall not be considered by the Employer or referred to at arbitration after the employee completes two (2) years of service without further discipline.
- g) Where the Employer intends to discipline an employee, such discipline must take place within twenty-one (21) calendar days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction.
- h) Any termination of an employee for cause shall, if practical and commensurate to the degree of the infraction, be preceded by at least:
 - (i) One (1) verbal warning in the presence of the employee and the Job Steward,
 - (ii) One (1) written warning presented to the employee in the presence of the Job Steward,
 - (iii) One (1) suspension presented to the employee in the presence of the Job Steward.
- i) The employee shall be given the cause for dismissal in writing. That letter along with copies of the termination slip shall be forwarded to the Union offices.

- j) When an Employee is terminated and considered "not for rehire" the Employer will indicate that as well to the Union Business Agent and Union Dispatch, via the Employers Worker Employment Ban (WEB) Notice The Employer notification shall be conducted within two (2) business days of the termination.
 - k) The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not initiate a discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee.
 - l) Copies of all disciplinary letters, letters of suspensions or notices of termination issued to bargaining unit members shall be provided to the Union within two (2) business days.
- 20.02 No employee shall be disciplined or terminated for late arrivals due to transportation problems or accidents except for just cause provided the employee, at the earliest possible time, has notified the Employer that they are not going to be able to report for work as scheduled to allow the Employer time to cover the absence. Said employee will make arrangements to attend work as soon as possible provided said employee is fit for duty.

ARTICLE 21-TRANSPORTATION / ROOM AND BOARD

- 21.01 The Employer will provide transportation for all employees to and from the work site. Transportation shall be solely at the Employer's expense and there shall be no cost to the employee. Should an employee elect to provide their own transportation, despite Employer-provided transportation being available, there shall be no compensation provided to the employee.
- 21.02 Where camp is provided by the Employer, camp and meals shall be solely at the Employer's expense and there shall be no cost to the employee.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.
- 22.02 A grievance is an allegation by an employee, the Union, or the Employer that one party has violated this Agreement
- 22.03 **Step 1**
- a) The Union, on its own behalf or on behalf of an employee, may initiate a grievance in writing within fifteen (15) working days of the occurrence, excluding Saturdays, Sundays and Holidays.
 - b) Upon receipt of such grievance the Site Manager shall issue a written response to the Union within five (5) working days. If the Employer fails to respond to the Union in

writing within the five (5) days, (excluding Saturdays, Sundays, and Holidays), the grievance shall be automatically advanced to Step 2. The time limits provided in this Step may be extended by mutual agreement.

Step 2

- a) Failing satisfactory settlement at Step 1, the grievance shall be submitted to the Employer head office and a meeting to discuss the grievance shall be arranged within five (5) working days between the Grievor, Union Business Representative and Employer Representatives at a mutually agreed to time and date. The Grievor shall be paid by the Employer for attendance at such meeting if it occurs during the regular working hours of the Grievor.
- b) A formal response will be issued by the Employer to the Union's Business Representative within fifteen (15) working days of the above noted meeting. If the Employer fails to respond to the Union in writing within the fifteen (15) days, (excluding Saturdays, Sundays, and Holidays), the grievance shall be considered settled in the Union's or the Grievor's favor. The time limits provided in this Step may be extended by mutual agreement.
- c) If no satisfactory settlement is reached following Step 2 the Union may notify the Employer of its intention to refer the matter to arbitration. Such notice shall be made within thirty (30) working days of receiving the Employer's Step Three response.

22.04 Union, Discharge and Employer Grievances: The Union or the Employer may initiate a policy or group grievance directly into Step 2. A claim by an employee, that she/ he has been unjustly demoted, disciplined or terminated may be filed directly at Step 2.

22.05 Arbitration:

- a) Where a grievance has been referred to arbitration it shall be settled by a single Arbitrator to be mutually agreed by the parties. If mutual agreement cannot be reached, either party may request that Mediation Services appoint a single arbitrator.
- b) The Arbitrator shall have all the powers of an Arbitrator described in the Labour Relations Code, but for greater certainty, shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions to this Agreement or to otherwise render any decision inconsistent with the terms and conditions of this Agreement.
- c) Each party shall share equally the expenses of the Arbitrator.

22.06 For the purpose of this Article, working days shall not include Saturdays, Sundays and Holidays.

22.07 Both parties to this Agreement agree that the time limits may be extended by mutual agreement, which shall be in writing.

22.08 The time limits contained within this Article are considered mandatory. A grievance not filed within the time limits will not be considered and may not be advanced to arbitration.

ARTICLE 23 - FUNDS GRIEVANCE

23.01 Notwithstanding Article 22, all grievances with respect to the interpretation, application, operation or alleged violation of any of the provisions of:

Article 11: Benefits

Article 12: Pension

Article 13: Training Fund

shall be determined exclusively by the following procedure.

23.02 The Union may institute the grievance by giving a notice in writing stating:

- (a) Nature of the grievance.
- (b) Time, date and location of the hearing as determined by the Union (which shall not be less than twenty (20) calendar days from the date of the mailing of the notice).

23.03 A grievance notice may combine grievances with respect to violations of one or more of Articles 11, 12 or 13. The notice shall be sent by registered mail to the address of the Employer which is on record with the Trustees of the respective Fund.

23.04 A copy of the notice shall be delivered to the first Arbitrator on the list hereunder who agrees to accept the appointment at the time, date and location as stipulated in the notice:

Andrew Sims
Les Wallace
Deborah Howes

23.05 If all of the aforesaid Arbitrators are unwilling or unable to act, either party may request an appointment by the Minister of Human Services (or successor Ministry) of the Province of Alberta.

23.06 The Arbitrator shall conduct the hearing and shall render a decision within fifteen (15) days of the conclusion of the hearing unless the Parties to the grievance agree in writing that this time limit is to be extended.

23.07 The Arbitrator shall have the power to proceed in the absence of the party grieved against upon proof of service of the notice by registered mail.

23.08 The Employer and the Union agree that the cost of the Arbitrator shall be borne by the unsuccessful party.

23.09 The Arbitrator's decision shall be final and binding on all Parties.

23.10 The Arbitrator shall not change, modify, nor alter any of the terms of this Agreement.

ARTICLE 24 - BULLETIN BOARDS

24.01 The Employer shall provide the Union with a bulletin board for posting notices. Where no bulletin board is available the Employer agrees to facilitate the distribution of Union provided material to the bargaining unit members.

ARTICLE 25 – ENABLING

25.01

It is recognized that from time to time certain terms and conditions of employment for Labourers may require alteration from those contained in this Collective Agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Requests for such amendments must be made on behalf of the Employer and agreed upon by the Business Manager of Local 92.


Signed this 03 day of October 2023.

On behalf of the Union:



John Desrosiers
Business Manager

On behalf of the Employer:



Mark Andrews
MFM LP
Director, Operations