

PRAIRIE RAIL AGREEMENT

In effect from

June 1, 2018 to May 31, 2021

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.

&

ALLIED TRACK SERVICES INC.

(hereinafter referred to as the “Employer”) and the

**Construction and General Workers’ Union Local No. 92
Construction and General Workers’ Union Local No. 180
(hereinafter referred to as the “Union”)**

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ARTICLE 1.00 -EFFECTIVE DATE

1.01

This Agreement shall be in full force and effect as of June 1, 2018 and continues in effect until May 31, 2021 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. The geographical jurisdiction of Local 92 is within the province of Alberta, and Northwest and Nunavut Territories. The geographical area of Saskatchewan is recognized as the territorial jurisdiction of Local 180.

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, if qualified 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 Labourers 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 classification in the Agreement.

3.05

When employees are required, the Employer shall be permitted to recall prior employees who have had active service with the Employers within the past 12 months, and the union shall be advised. Any such recalled Employee must be a member in good standing. When Employees other than those being recalled 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 commencement of employment. The Union agrees that members in good standing with Local 92, and Local 180 will be given dispatch slips upon

request of the Employer.”

When the Employers calls the Union for employees to be dispatched to a specific site and the union is unable to supply competent local employees within twenty-four (24) hours, exclusive of Saturdays, Sundays, and holidays, the employer may engage new employees directly on the understanding that they would be eligible for Union membership and all union dues and benefits deductions are payable at the time of hiring for new employees. Any such employee who has not made application to become a member of the union following the thirty (30) 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, Regina and Saskatoon, or outside a fifty (50) kilometer radius of Edmonton’s City Hall, Local Union members will be employed as necessary to supplement the Employer’s regular workforce. Any 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 and/or personal trailer 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 for all employees covered by this Agreement such dues as may be set out by the Union from time to time as a condition of employment.

The Union shall notify the Company 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 Labourer as a trades person. Neither party shall knowingly allow any Labourer 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 job locations and the direction of the working forces including the right to hire workers, promote and/or transfer any employee or discipline 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 the 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 (1½ x).

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
1st Monday in August

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

5.02

No work shall be performed on Labor Day except where safety to life and property makes it necessary. If travel and work is necessary on Labor Day, the Employer must pay Employees at a rate of time and one half (1 ½ x) for said travel at the applicable rate.

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 and paid out on every pay cheque.

;When vacations are taken (such vacations shall be mutually agreed upon between the Employer and the Employee and shall not be unreasonably withheld), it will be unpaid time off.

ARTICLE 6.00 -HOURS OF WORK, OVERTIME, SHIFTS

6.01

The regular hours of work shall be eight (8) hours per day, for five (5) consecutive days, except as otherwise agreed by the employer and the union. A shift of work beginning after 6:00pm or before 4:00am shall be entitled to a premium of one – dollar (\$1.00) per hour in addition to the applicable rate for all hours worked.

6.02

The lunch period shall be one-half (1/2) 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 agreement between the Employer and the Business Manager of the Union, in which case the shift shall be concluded nine (9) hours after commencement.

6.03

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.

6.04

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 contrary to law in which case the relevant law will apply.

6.05

“For all hours worked on the sixth (6th day) of consecutive work; 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 1/2x).”

“All hours worked on the 7th day of consecutive work shall be paid at the rate of time and one half (1 1/2x).”

6.06

For those jobs where a “10 and 4” shift rotation is utilized, the following shall be implemented with respect to overtime payment:

A 10 and 4 shift is (assuming a 10-hour shift):

10 hours per day paid as 8 hours' straight time and 2 hours' overtime, for 10 days straight through with 4 days off.

If you were to work on your scheduled days off, all hours worked are paid at time and one half (1 1/2x)

**ARTICLE 7.00 -TRANSPORTATION, TRAVEL TIME,
ROOM & BOARD**

7.01

Where such conditions of the 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. Drivers of company vehicles will be paid from point of accommodation, within or beyond the free-zone set out in section 7.03 of this agreement.

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 fifty (50) kilometers in any direction of the Calgary Tower or the Main Post Office of the cities of, Red Deer, Lethbridge, Fort McMurray, Lloydminster, Whitecourt, Peace River, Grande Prairie, Medicine Hat, Yellowknife, Saskatoon, Regina, Moose Jaw, Prince Albert, or Edmonton's City Hall, or point of accommodation hereinafter called 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 kilometer (1/2 km) 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**":

- i. All travel time beyond the free zone to be paid at the hourly rate.
- ii Transportation shall be provided to the job site and return
- iii Employees using their own vehicle on behalf of the employer will be requested to do so in writing and will be reimbursed at the rate of fifty-five cents (\$0.55) per kilometer. 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 company. Those employees who choose not to use their personal vehicles 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.
- 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.
- f. 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 and/or personal trailer, 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. On jobs where hotel accommodation is provided by the Employer, room and board will be supplied at no cost to the employee and there shall be no more than two (2) employees per room. Hotel accommodations, when supplied, shall meet all applicable fire code and health safety regulations. Any employee may refuse to live in hotel accommodation which does not meet the above standards. The Employer shall ensure that the hotel rooms have daily towel exchange available. Employees will use due care and respect for rooms and facilities.
- c. The daily board allowance shall be:

Fifty-six dollars (\$56.00) per day as of June 1, 2018

Fifty-seven dollars (\$57.00) per day as of June 1, 2019

Fifty-eight dollars (\$58.00) per day as of June 1, 2020

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; if these conditions cannot be met, the Company will supply bottled water to employees.

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 work boots and/or safety boots compliant with company policy. Following 600 hours of work, Employees will be receiving a boot allowance of \$200 in the first and second year and \$250 in the third year of this agreement, once per calendar year. The employer is to issue payments to all eligible employees May 1st or December 1st, whichever comes first, upon hour eligibility. If an employee is entitled to a boot allowance and is laid off, payment is to be issued with last pay cheque.

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 fifteen (15) 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 supervisions. 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 a 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 twenty (\$20.00) 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

Labourer

Inexperienced Labourer with less than 2000 hours of experience

Trackman & Class C Operator (2000 hours of experience)

Rail saw, Rail Drill, Fail Drill, Rail Grinder (hand held), Rail weld shear, Hydraulic Tools, Track Bolter, Walk Behind Cribber/Adzer, Glue Machine, Anchor Spreader, Anchor Snubber, Bear Saw, and 1 PB-8 Spike Hammer, Pavement Cutter, Track Ton Hi-Rail Truck, Rail joint slobber, stock rail and profile grinders, tie drills, backpack blowers, 185 air compressor with air tools (impact, jackhammer, air spike hammer, air wand) Cobra Hand Tamper, Portable Tie Inserter, Single Head Spike Driver, Tie Spacer, Track Liner, Track Slewing, Power Jack, Anchor Applicator, and Spike

Puller.

Senior Trackman & Class C Operator

Lead Hand & Assistant Foreman

Class B Operator (Less than 4000 hours)

Rail Heater, Stabilizer, Dual Headed Spike Driver, Junior/Switch Tamper, Tie Crane, Spreader, Autoseld, Hi Rail rubber tire backhoe, TFO, Hi-Rail dump truck, rubber tired loaders and backhoes, Tie Crane, Track Mobile (Whyting), Scrafiar, Survey Equipment, Crib and Shoulder Compactor, Ballast Regulator,

Senior Class B Operator

(more than 4000 hours of experience)

Class A Operator (less than 4000 hours of experience)

Thermite Welder, Lifting, Lining tamper, Brandt Truck Operator, Boom Truck Operator

Senior Class A Operator

(more than 4000 hours experience as a “A” operator)

Labour Foreman

(less than 4000 hours of 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 4000 hours of 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

Year 1: Effective June 1, 2018 - May 31, 2019

Classification	Base Wage	Hol. Pay	H&W	Pension	Training	Total
Labourer	\$21.30	\$2.13	\$2.10	\$2.60	\$0.15	\$28.28
Track & Class C Operator	\$23.55	\$2.36	\$2.10	\$2.60	\$0.15	\$30.76
Senior Trackman & Senior Class C Operator	\$24.55	\$2.46	\$2.10	\$2.60	\$0.15	\$31.86
Lead Hand & Assistant Foreman	\$25.80	\$2.58	\$2.10	\$2.60	\$0.15	\$33.23
Class B Operator	\$26.30	\$2.63	\$2.10	\$2.60	\$0.15	\$33.78
Senior Class B Operator	\$28.80	\$2.88	\$2.10	\$2.60	\$0.15	\$36.53
Class A Operator	\$30.30	\$3.03	\$2.10	\$2.60	\$0.15	\$38.18
Senior Class A Operator	\$32.80	\$3.28	\$2.10	\$2.60	\$0.15	\$40.93
Labour Foreman	\$30.30	\$3.03	\$2.10	\$2.60	\$0.15	\$38.18
Senior Labour Foreman	\$32.80	\$3.28	\$2.10	\$2.60	\$0.15	\$40.93

Year 2: Effective June 1, 2019 - May 31, 2020

Classification	Base Wage	Hol. Pay	H&W	Pension	Training	Total
Labourer	\$21.60	\$2.16	\$2.35	\$2.85	\$0.20	\$29.16
Track & Class C Operator	\$23.85	\$2.39	\$2.35	\$2.85	\$0.20	\$31.64
Senior Trackman & Senior Class C Operator	\$24.85	\$2.49	\$2.35	\$2.85	\$0.20	\$32.74
Lead Hand & Assistant Foreman	\$26.10	\$2.61	\$2.35	\$2.85	\$0.20	\$34.11
Class B Operator	\$26.60	\$2.66	\$2.35	\$2.85	\$0.20	\$34.66
Senior Class B Operator	\$29.10	\$2.91	\$2.35	\$2.85	\$0.20	\$37.41
Class A Operator	\$30.60	\$3.06	\$2.35	\$2.85	\$0.20	\$39.06
Senior Class A Operator	\$33.10	\$3.31	\$2.35	\$2.85	\$0.20	\$41.81
Labour Foreman	\$30.60	\$3.06	\$2.35	\$2.85	\$0.20	\$39.06
Senior Labour Foreman	\$33.10	\$3.31	\$2.35	\$2.85	\$0.20	\$41.81

Year 3: Effective June 1, 2020 - May 31, 2021

Classification	Base Wage	Hol. Pay	H&W	Pension	Training	Total
Labourer	\$21.90	\$2.19	\$2.35	\$3.15	\$0.25	\$29.84
Track & Class C Operator	\$24.15	\$2.42	\$2.35	\$3.15	\$0.25	\$32.32
Senior Trackman & Senior Class C Operator	\$25.15	\$2.52	\$2.35	\$3.15	\$0.25	\$33.42
Lead Hand & Assistant Foreman	\$26.40	\$2.64	\$2.35	\$3.15	\$0.25	\$34.79
Class B Operator	\$26.90	\$2.69	\$2.35	\$3.15	\$0.25	\$35.34
Senior Class B Operator	\$29.40	\$2.94	\$2.35	\$3.15	\$0.25	\$38.09
Class A Operator	\$30.90	\$3.09	\$2.35	\$3.15	\$0.25	\$39.74
Senior Class A Operator	\$33.40	\$3.34	\$2.35	\$3.15	\$0.25	\$42.49
Labour Foreman	\$30.90	\$3.09	\$2.35	\$3.15	\$0.25	\$39.74
Senior Labour Foreman	\$33.40	\$3.34	\$2.35	\$3.15	\$0.25	\$42.49

****Effective June 1st 2020, the allocation of an additional \$0.25 will be at discretion of the Union to allocate between Health and Wellness and/or Pension. The Union will advise how the \$0.25 will be allocated by January 15, 2020.**

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 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 to 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 ten (10) 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 the Human Resources Representative

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 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 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 AND 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:

**10154 – 108 St. NW
Edmonton, AB
Canada, T5J 1L3**

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 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:

**10154 – 108 St. NW
Edmonton, AB
Canada, T5J 1L3**

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

14.03

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.

14.04

Either of the parties of this Agreement may request the Trustees

of the above fund to authorize and 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

18.0 - **Enabling**

The Employers reserve 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.

ARTICLE 19.00 – BEREAVEMENT PAY

19.01

In the case of a death in the immediate family of an employee, the Company shall grant three (3) days of leave absence, with a pay at the rate of one – hundred dollars (\$100) per day. In the event of an Employee's "Immediate Family" shall be meant to include: Mother, Father, Mother-In-Law, Father-In-Law, Brother, Sister, Brother-In-Law, Sister-In-Law, Husband, Wife, Children, Grandchildren and Grandparents. Any such leave of absence must be arranged with the employee's supervisor or another Company Representative.

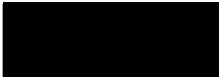
Signed this _____ day of _____ *October* _____ 2018.

For A & B Rail Services Ltd.



Tim McMillan

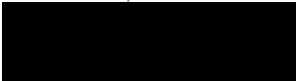
Tim McMillan



Heather McKeown

Heather McKeown

For Allied Track Services



Andy Jones

Andy Jones

For Local 92



John Desrosiers

John Desrosiers



Don Martin

Don Martin

For Local 180



Lori Sali

Lori Sali

2019

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
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27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
														31						
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
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28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
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28	29	30	31				25	26	27	28	29	30	31	29	30					
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

2020

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	1	2	3	4	5	6	7	
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26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6
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26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
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25	26	27	28	29	30	31	29	30					27	28	29	30	31			

2021

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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24	25	26	27	28	29	30	28							28	29	30	31			
31																				
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1			1	2	3	4	5	
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25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
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25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
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24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

