



COLLECTIVE AGREEMENT

BETWEEN:

GOLDEN ARROW INDUSTRIAL LTD.
(hereinafter referred to as "the COMPANY")

Regional Municipality of Wood Buffalo

AND:

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955**
(hereinafter referred to as "the UNION")

Period

July 1st, 2018 to June 30th, 2021

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a circled '8'.

TABLE OF CONTENTS

ARTICLE

ARTICLE 1:00 - OBJECT.....	3
ARTICLE 2:00 – SCOPE	3
ARTICLE 3:00 – SUB-CONTRACTING	3
ARTICLE 4:00 – UNION SECURITY	4
ARTICLE 5:00 – SENIORITY.....	4
ARTICLE 6:00 – CLASSIFICATIONS	6
PART-TIME OPERATORS	6
REGULAR OPERATORS	6
ARTICLE 7:00 – PROBATIONARY PERIOD	6
ARTICLE 8:00 – MANAGEMENT RIGHTS	7
ARTICLE 9:00 – EMPLOYEE REPRESENTATION	7
ARTICLE 10:00 – BEREAVEMENT LEAVE.....	8
Paydays and Paystubs	11
Company Contributions	11
PENSION.....	11
HEALTH & WELLNESS.....	12
ARTICLE 12:00 – SAFETY CONDITIONS.....	13
ARTICLE 13:00 – SPECIAL PROVISIONS.....	13
ARTICLE 15:00 – VACATIONS	15
ARTICLE 16:00 – GRIEVANCE PROCEDURE	16
ARTICLE 17:00 – NO STRIKES OR LOCKOUTS.....	17
ARTICLE 18:00 – SAVING CLAUSE	17
ARTICLE 19:00 – TERMINATIONS AND AMENDMENTS.....	18
Letter of Intent.....	19
Letter of Intent # 2.....	20
LETTER OF UNDERSTANDING	21
For further clarity, the Employer and Union Agree that:.....	22



ARTICLE 1:00 - OBJECT

- 1:01** It is the intent and object of this Collective Agreement that the Company and the Union cooperate to obtain efficient and unrestricted operation of the industry; to promote peaceful and harmonious relations between the Company and the employees; to provide for the amicable settlement of all disputes and grievances and to establish rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.
- 1:02** Throughout this Collective Agreement, a word used in the masculine gender applies also in the feminine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

ARTICLE 2:00 – SCOPE

- 2:01** This Collective Agreement shall apply to all employees working as coach and shuttle operators, and any other employees in the Regional Municipality of Wood Buffalo as agreed to by the Company and the International Union of Operating Engineers Local Union No. 955.
- 2:02** Supervisory staff, safety officers, and office clerical are not covered under the scope of this Collective Agreement.
- 2:03** If during the term of this Collective Agreement it becomes necessary for the Company to perform work which falls within the scope of this Collective agreement on any other site, the parties agree to meet and negotiate terms and conditions posed by the implementation of this Collective Agreement at a different geographical site.

ARTICLE 3:00 – SUB-CONTRACTING

- 3:01** The Company and the Union agree that the Company may use Owner/Operators or outside Contractors on a required basis to supplement the regular work force and to provide additional help on a required basis. Furthermore, the Company undertakes that such contracting out shall not result in the loss of employment for any Golden Arrow Industrial Ltd. employee covered under this Collective Agreement.
- 3:02** The Company, shall forward to the Union, a permit fee of ninety dollars (\$90.00) per month for any bus with an operator engaged in a sub-contracted capacity, for any period beyond six (6) working days in a calendar month. The Company shall submit a list of the number of sub-contracted buses to the Union no later than the fifteenth (15th) of the following month and the Union shall issue an invoice.



3:03 All Owner/Operators and Contractors are required to comply with the provisions of any site policies, procedures and the safety regulations which apply to employees of Golden Arrow Industrial Ltd.

ARTICLE 4:00 – UNION SECURITY

4:01 The Company agrees to recognize the Union as the sole collective bargaining agent for all employees as described in Clause 2:01.

4:02 It is agreed that as a condition of employment, each employee shall become and remain a member in good standing of the Union.

4:03 Each new employee when hired by the Company and working under the terms and conditions of this Collective Agreement, will be required to sign an application card, as well as the dues deduction agreement card (or DDA), at point of orientation, for Union membership (cards to be supplied by the International Union Of Operating Engineers, Local Union No. 955), and must apply to become an initiated member of the Union the first day following ninety (90) calendar days from the date of employment, or be replaced. The respective employees covered under this Article, upon the completion of their probation period, shall be provided with a letter stating that they have completed the probation period which along with the initiation fee will be forwarded to the Union by the employee.

4:04 The Company agrees for the duration of this Collective Agreement to deduct from the first paycheque of each month, the monthly dues and assessments of any employees who are covered by this Collective Agreement and remit such monies so deducted to the Head Office of the Union along with a list of the employees from whom the money was deducted and shall be forwarded to the Union no later than the fifteenth (15th) day of the following month.

ARTICLE 5:00 – SENIORITY

5:01 a) Once an employee has completed his or her probationary period, they become eligible to accrue seniority based on their length of continuous service in positions coming within the scope of this Collective Agreement from their date of hire.

b) Employees who request a site transfer shall be transferred based on their seniority and approval by the Regional Manager.

The Company will post vacant positions, of forty five (45) days or greater, at other site/project locations on the bulletin board, and interested employees may apply for transfer. The applicant with the

most seniority shall be awarded the position, provided he or she is qualified to perform the work.

c) In the event of a lay-off by the Company, employees shall be laid off in the reverse order of their seniority, provided that those remaining will have demonstrated the required job performance, knowledge, qualifications, abilities, and skills to fill the positions available.

5:02 Part-time employees shall not accrue seniority. If part-time employees are hired on as regular full time employees, they will begin to accrue seniority from the date they were hired as a full time employee.

5:03 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence if approved by the Company. An employee shall lose seniority rights by reason of:

a) The employee is discharged for just cause.

b) The employee voluntarily resigns.

c) Failure to return to work after being recalled within ten (10), working days (excluding Saturdays, Sundays and Holidays), of the recall. Acceptance of recall will be verified by telephone conversation, and confirmed by either email or text-message within five (5) days.

d) After a lay-off of twelve (12) consecutive months.

e) Any employee who has been promoted beyond the scope of this Collective Agreement for a period in excess of ninety (90) working days. Employees so promoted will continue to pay their regular monthly Union dues during this ninety (90) day period.

5:04 In the event that employees are required to temporarily perform additional work within the scope of this Collective Agreement, it will be assigned in a fair and equitable fashion so as not to show favoritism to, or discriminate against any individual and will be on a rotational seniority basis from those employees available for the work.

5:05 The Company shall provide for and allow employees the opportunity to cross-train, for other bargaining unit positions i.e.: shuttle-bus drivers would be able to cross-train for coach-bus positions or vice versa: thereby allowing employees opportunities for advancement. Trainees will cross-train on their own time, and those operators assigned as trainers will be paid for all hours worked training.

ARTICLE 6:00 – CLASSIFICATIONS

PART-TIME OPERATORS

- 6:01 Part-time operators have completed their probationary period.**
- 6:02 Part-time operators will not be used when regular operators are available to do required trips.**
- 6:03 Part-time operators will be carried on a separate part-time operators list at the worksite.**
- 6:04 Part-time operators must be members of the Union.**
- 6:05 Safety Supervisors will only be used in the case of emergency.**

REGULAR OPERATORS

- 6:06 Regular operators have completed their probationary period.**
- 6:07 Regular operators have made themselves available to the Company for full-time employment under this Collective Agreement. Full-time employment means any regular operator who is regularly scheduled for work.**

LEAD HAND

- 6:08 Lead-hands may assist, train and mentor fellow employees, as well as follow up on directions as given by the supervisor. Lead-hands are members of the Union and at no time will be used in a management capacity ie: they shall not be able to discipline.**

ARTICLE 7:00 – PROBATIONARY PERIOD

- 7:01 All newly hired employees shall be considered as probationary employees.**
- 7:02 All employees shall have completed their probationary period on the first day following ninety (90) calendar days of employment.**
- 7:03 There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work, or dismissed, during the probationary period.**



ARTICLE 8:00 – MANAGEMENT RIGHTS

- 8:01** The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Collective Agreement and shall be administered fairly and reasonably.
- 8:02** The Company shall always have the right to hire, and to discipline, demote or discharge employees for just cause, and shall follow the principles of progressive discipline.

ARTICLE 9:00 – EMPLOYEE REPRESENTATION

- 9:01 a)** The Union may appoint one (1) of its members who is a qualified worker in their classification as Job Steward for each shift. The Union will notify the Company in writing the names of the Job Stewards appointed and the Company shall not discriminate against them for lawful Union activities. The Company and the Union will endeavor to ensure that there is a Job Steward working on each shift, provided that the Job Steward is a qualified Steward and is qualified to perform the work required.
- b)** Job Stewards shall be recognized by the Company and shall be treated fairly and impartially. Stewards shall be allowed time during working hours to perform the work of the Union but shall not abuse that privilege.
- c)** There shall be one (1) Chief Job Steward appointed by the Union per site of thirty (30) employees or more. The Chief Job Stewards shall receive a premium of one dollar (\$1.00) per hour for all hours worked. This premium does not attract overtime.
- d)** Job Stewards will be selected based on their leadership qualities, maturity, ability to problem-solve, positive attitude and to uphold the spirit of cooperation between the Company and the Union. It will be mandatory that all Job Stewards appointed must take the Job Steward Course, provided by the Union.
- e)** Provided he is qualified, the Chief Job Steward(s) will be the last employee laid off in their classification. Shift Job Stewards will be one of the last two (2) employee(s) laid off in their classification.
- 9:02** The Business Agent is to have access to all projects covered by this Collective Agreement after first notifying the person in charge, having due



regard to project rules and safety regulations including the client owner's site access rules. The Business Agent shall not interfere with the progress of the work.

- 9:03 The Company shall make available, at each work site location covered under the terms and conditions of this Collective Agreement, a suitable place for the posting of Union notices.
- 9:04 The Company recognizes that the Union Steward performs services that are valuable to the Company, acting in liaison between the Company and the employees, therefore the Company agrees to pay each Steward the hourly rate of pay for attending Company-called meetings if so required.
- 9:05 If the Company wishes to terminate a Steward, they will notify the Business Representative or Agent of the Union in writing at least one (1) full day, (excluding Saturdays, Sundays and Holidays), before commencing such action.

ARTICLE 10:00 – BEREAVEMENT LEAVE

- 10:01 When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence. He/she shall be compensated for a maximum of three (3) days pay at his/her regularly scheduled hours per day.
- 10:02 Members of the employee's immediate family are defined as the employee's spouse, common law partner (regardless of gender), mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, grandparents and grandchildren. In the event of the death of a family member not covered above, the employee can make representation for funeral leave outlining the reasons why it should be granted.



ARTICLE 11:00 – WAGES, PENSION AND HEALTH & WELNESS

11:01

Classification	Rate	Pension	Health & Wellness	Vacation Pay (4%)	Gross Rate
Coach Operator					
July, 2018	\$32.45	\$3.00	\$1.62	\$1.30	\$38.37
July, 2019	\$32.70	\$3.00	\$1.65	\$1.31	\$38.66
July, 2020	\$32.95	\$3.25	\$1.70	\$1.32	\$39.22
Probationary Employees					
(the first 90 days)	\$31.68	\$2.56	\$1.59	\$1.27	\$37.10
Shuttle Operator					
July, 2018	\$29.15	\$2.65	\$1.62	\$1.17	\$34.59
July, 2019	\$29.25	\$2.80	\$1.65	\$1.17	\$34.87
July, 2020	\$29.50	\$2.85	\$1.70	\$1.18	\$35.23
Probationary Employees					
(the first 90 days)	\$27.60	\$2.56	\$1.59	\$1.10	\$32.85

The first increase shall take effect on July 1st, 2018. All other increases shall take effect on the first Friday in July for 2019 and 2020.

Probationary Employees shall be paid the June, 2018 rates for the ninety (90) day period of their probation. Upon completion of the ninety (90) day probationary period, new employees will then be paid the appropriate applicable rate for their classification.

- 11:02 a) Operators will be paid overtime for hours worked over fifty (50) in a week, or ten (10) hours in a day, averaged over a three (3) week cycle. All overtime worked in the cycle, will be paid at time and one-half (1.5x) the regular hourly rate of pay on the subsequent pay period.
- b) All hours worked in excess of ten (10) hours per day will be paid at time and one-half (1.5x) the regular hourly rate of pay and will be paid on the subsequent pay period.

- c) All overtime will be performed by those employees available for the work on a rotational seniority basis. Seniority lists shall be posted on the bulletin board (if no bulletin board is available it shall be provided to the Job Steward for verification).
- d) Night-shift premium. Employees shall receive a premium of one dollar twenty five cents (\$1.25) per hour for any work performed between the hours of nine-fifty pm (9:50pm) and four-fifty am (4:50am). This premium does not attract overtime.

11:03 All operators will be guaranteed a minimum of eight (8) hours per day and will be provided with a schedule showing regular days of work followed by regular days off. When an operator is called in for any scheduled or unscheduled work, he or she shall be paid a minimum of three (3) hours.

11:04 Operators, will be paid as per the hourly rates outlined in the Article 11:00, Clause 11:01. Operators performing work of less than eight (8) hours per day may be assigned other driving or non-driving duties.

11:05 A Lead Hand premium will be applied as follows:

- a) A premium shall be paid to all employees, designated as a lead hand, in writing by the Company with a copy of the written designation supplied to the employee and the Union.
- b) Cancellation of the designation will be in writing and a copy of the cancellation will be supplied to the employee and the Union.
- c) The Company maintains exclusive authority to designate Lead Hands with the acceptance of the employee at its sole discretion.
- d) The premium shall be three dollars (\$3.00) per hour, for all hours worked while so designated.
- e) In no case shall there be any pyramiding of premiums throughout this Collective Agreement.

11:06 Rates of pay for classifications not listed shall be set by negotiations provided for as follows: The Company and the Union shall, within fifteen (15) days notice of either upon the other, commence negotiations, the sole purpose of which shall be to establish classifications and rates of pay applicable thereto. The wage rate established shall become effective on the date upon which notice was given to commence negotiations.



Paydays and Paystubs

- 11:07 a)** Paydays are biweekly with employees receiving their pay on every second Friday. The Company shall pay by direct deposit to the employee's account in a financial institution of the employee's choice. The financial institution shall be a recognized institution insured under the Canada Deposit Insurance Corporation.
- b)** The employee shall be provided with a detailed pay stub in a sealed envelope showing the hours worked, rate of pay, deductions, etc. as well as the account number and the code of the institution to which the direct deposit has been made. The Company may implement an electronic pay stub system. The employee's detailed pay stub will be available electronically to the employee using a secure access system. Upon the employee's request, a hard copy pay stub shall be provided by the site administration.

Company Contributions

PENSION

11:08 Effective July 1st, 2018, for all Regular employees covered under this Collective Agreement, the Company will contribute for each employee working as a Coach Operator three dollars (\$3.00), and for each employee working as a Shuttle Operator two dollars sixty five cents (\$2.65) for each hour worked to the Operating Engineers' Pension Plan. Pension contributions will be increased the first Friday in July 2019 and 2020 as per the contribution amounts listed in the wages and contributions table found in Article 11:00 of this Collective Agreement.

11:09 The Company will remit pension contributions to the Union, in the above amount, on the first pay period following thirty (30) working days from the first day of employment.

The Operating Engineers Pension Trust is controlled by the Board of Trustees comprised of four (4) Union and four (4) Management trustees.

The Company agrees to be bound by the terms of the Trust Agreement.

The Company is required to report on the forms provided by the Trust Office.

Contributions must be forwarded by the Company to the Trust Fund Office by the fifteenth (15th) day of the month following that which contributions were accrued.

In the event the Company fails to remit contributions to this Plan, in conformity with this section of the Collective Agreement, the Union is free to take any action it deems necessary against such Company, and such action shall not be considered violation of this Collective Agreement.

The Business Representative of the Union may inspect, during business hours the Company's record of time worked by employees and contributions made to the Trust Fund.

The Operating Engineers Local 955 Trust Funds Auditor shall be permitted to inspect and audit the Company's record of time worked by employees and contributions made to the Trust Funds and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Company of his/her intentions to audit and make the necessary arrangements for the time and place.

Payments to Operating Engineers Local 955 Trust Funds shall be payable by cheque; delivered or mailed to their office at, Center 170, #202, 10403-172 Street, Edmonton Alberta, T5S 2R9.

HEALTH & WELLNESS

11:10 Effective July 1st, 2018, for all Regular employees covered under this Collective Agreement, the Company agrees to pay the sum of one dollar and sixty two cents (\$1.62) per hour, for each hour worked by each employee into the Operating Engineers Health and Wellness Trust Fund. Health and Wellness contributions will be increased the first Friday in July 2019 and 2020 as per the contribution amounts listed in the wages and contributions table found in Article 11:00 of this Collective Agreement.

11:11 The Company will remit benefit contributions to the Union, in the above amount, on the first pay period following thirty (30) working days from the first day of employment.

11:12 The Operating Engineers Health & Wellness and Pension Trust Funds are controlled by a Board of Trustees comprised of four (4) Union and four (4) management trustees.

The Company agrees to be bound by the terms of the Trust Agreement presently in effect or as it may be amended.

The Company is required to report on the forms provided by the Trust Fund Office.

Contributions must be forwarded by the Company to the Trust Fund Office by the fifteenth (15th) day of the month following that which contributions cover.

In the event the Company fails to remit contributions to this Plan. In conformity with this section of the Collective Agreement, the Union is free to take any economic action it deems necessary against such Company, and such action shall not be considered a violation of this Collective Agreement.

The Business Representative of the Union may inspect during business hours the Company's record of time worked by employees and contributions made to the Trust Funds.

The Operating Engineers Local 955 Trust Funds Auditor shall be permitted to inspect and audit the Company's record of time worked by employees and contributions made to the Trust Funds and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Company of his intentions to audit and make the necessary arrangements for the time and place.

Payments to Operating Engineers Local 955 Trust Funds shall be payable by cheque; delivered or mailed to their office at Center 170, #202, 10403-172 Street, Edmonton Alberta, T5S 2R9.

ARTICLE 12:00 – SAFETY CONDITIONS

12:01 It is to the mutual advantage of both the Company and the employee, that employees shall not operate vehicles which are not in roadworthy condition. It shall not be cause for discipline if an operator refuses to operate any vehicle that is not roadworthy. It shall be the duty of the employee to report promptly, in writing, to the Company, on all defects, in equipment.

12:02 The Company shall develop a safety/performance incentive program to acknowledge employees without safety infractions.

12:03 Communication – all communication between bus operators and dispatch/supervisors shall be in the form of Company provided two-way radios, during working hours.

ARTICLE 13:00 – SPECIAL PROVISIONS

13:01 Any Company request for medical examination by a Company selected physician, shall be promptly complied with by all employees, providing however the Company shall pay for such physical or medical examinations, lawfully ordered Drug and Alcohol tests, eye examinations, or mental



capability tests for work related issues, and for all time lost as a result thereof, during his/her regular working hours.

- 13:02 Professional Behavior** – It is agreed that in both personal behavior and equipment operation, operators must act in a professional manner and exercise their best efforts in the promotion of the Company's interests. It is the responsibility of all operators to be aware of and abide by policies and procedures documented in the Operator's Manual, which shall be supplied to the operator by the Company at point of hire. In addition, each new employee will receive a copy of the Collective Agreement.
- 13:03** As a requirement of continued employment, all employees must acquire and maintain certification in an accepted P.D.I. course, or a recognized equivalent. Because this is a condition of employment, the Company agrees to provide the applicable training or pay the fees required on behalf of all employees.
- 13:04** The Company agrees to pay for post-hire compulsory courses required by the Company, at the regular hourly rates. These are currently P.D.I. courses annually, Plant Site Indoctrination and any other training that is a requirement by the Company or Client/Owner as a condition of employment.
- 13:05** Employees having to attend mandatory Company meetings will be paid at the applicable hourly rate for all time spent at such meetings.
- 13:06 Company Uniforms** – Should the Company provide operators with a Company uniform; it will be maintained by the operator in a respectable condition, while representing the Company in a professional capacity. Company uniforms include on an annual basis; three (3) shirts, two (2) ties and two (2) pants, name tag and on a semi-annual basis a standard Company jacket and shall be worn and maintained as in accordance with Company policies.
- 13:07** In the event that the Company is requested by the Client Owner that the employees covered under this Collective Agreement must reside within the Regional Municipality of Wood Buffalo, the Company and the Union's negotiation committees shall meet within fifteen (15) days to negotiate the terms and conditions of a local living allowance as prescribed by the Client Owner.
- 13:08** The Parties will bear jointly the cost of providing a copy of this Collective Agreement to all employees. A copy of this Collective Agreement will be provided to each employee at the time of hire.

ARTICLE 14:00 – STATUTORY HOLIDAYS

14:01 The Company recognizes the following nine (9) statutory holidays:

New Year's Day	Labour Day
Family Day	Remembrance Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	

14:02 a) When an employee does not work on a statutory holiday:

The Company pays the employee for all nine (9) statutory holidays listed in Clause 14:01, whether they fall on a regularly scheduled day of work or not, at eight (8) hours per holiday.

b) When an employee does work on a statutory holiday:

If an employee is required to work on the holiday, then, in addition to the eight (8) hours per holiday pay, the employee must be paid time-and-a-half (1.5x) for all the hours worked on the holiday. As per Clause 14:02 a).

14:03 The Company shall pay a premium of four (4) hours regular pay for work performed on Christmas Day.

14:04 In the event that the Provincial government declares or rescinds any day as a statutory holiday, then such named day will be added to or deleted from the above list.

ARTICLE 15:00 – VACATIONS

15:01 All employees covered under this Collective Agreement will qualify for at least two (2) consecutive weeks vacation after each year of continuous service subject to conditions set out below.

15:02 Upon completion of one (1) and up to and including four (4) years of consecutive service, all employees shall receive two (2) weeks' vacation at the end of each year of continuous service with the Company.

Payment for such vacation will be an amount equal to four percent (4%) of gross wages earned and shall be paid out on every regular pay cheque.

15:03 Upon completion of five (5) years of continuous service and each year thereafter, all employees shall receive three (3) weeks' vacation at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages earned and shall be paid out on every regular pay cheque.

ARTICLE 16:00 – GRIEVANCE PROCEDURE

16:01 All differences between the Company and the Union concerning the interpretation, application, operation, and/or an alleged violation of this Collective Agreement shall be settled without stoppage of work or lockout and the dispute shall be submitted in writing within ten (10) days and then referred to paragraph d) below.

In the event of any dispute arising out of this Collective Agreement between the Company and an employee, the following procedure will be followed:

- a) An aggrieved party shall within ten (10) days of the alleged violation submit their complaint in writing to the Job Steward who shall endeavour to settle the complaint between the employee and the employee's immediate supervisor.
- b) If the complaint is not settled within ten (10) days (excluding Saturdays, Sundays and Holidays) it may be referred to the Area Manager and an official representative of the Union.
- c) If the complaint is not then settled within ten (10) days (excluding Saturdays, Sundays and Holidays) it shall be referred to the Owner/Manager involved and the Business Agent of the Union.
- d) If the complaint is not settled within ten (10) days (excluding Saturdays, Sundays and Holidays) it shall be referred to an Arbitration Board. By mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) appointee appointed by the Company, one (1) appointee by the Union and a neutral Chairperson appointed by the parties. Each party shall bear the expense of their appointee and the expense of the Chairperson shall be shared equally by the parties.
- e) If a grievance is not submitted or advanced from one step to another within the time limits the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end, except that the Union and the Company may mutually agree to extend the time limits.
- f) If either party fails to appoint, or disagree on the appointment of a neutral Chairperson, such appointments shall be made in accordance with the *Alberta Labour Relations Code*.

- g) The Arbitration Board, or a single Arbitrator, shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairperson. By mutual consent of the parties the time limits may be extended.**

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

- 16:02 The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process as outlined in the agreed Procedures for Schedule 1 and Schedule 2 Hearings that form a part of this Collective Agreement. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule 2 Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.**

ARTICLE 17:00 – NO STRIKES OR LOCKOUTS

- 17:01 The Company agrees that there shall be no lockout during the term of this Collective Agreement.**

The Union agrees that there be no strike, stoppage of work, slow down or work to rule or other collective action which would stop or interfere with the Employer's operations during the term of this Collective Agreement.

ARTICLE 18:00 – SAVING CLAUSE

- 18:01 Both parties assume that any or all provisions of this Collective Agreement conform with all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws, then the parties hereto agree to renegotiate such provision or provisions, for the purpose of having them conform to the law, with all other provisions of this Collective Agreement not being affected thereby.**

18:02 The Company and the Union shall meet on a quarterly basis for joint Labour Management meetings to discuss any ongoing labour issues or concerns, and any other relevant matters as may arise. This guideline suggests a minimum recommendation, and Labour Management meetings can be arranged in mutual agreement of the Employer and the Union to deal with any emergency situation as may arise.

ARTICLE 19:00 – TERMINATIONS AND AMENDMENTS

19:01 This Collective Agreement shall be in full force and effect as of the first full pay period following the date of ratification by the Union, and shall continue in full force and effect until June 30, 2021 and from year to year thereafter, except as hereinafter provided.

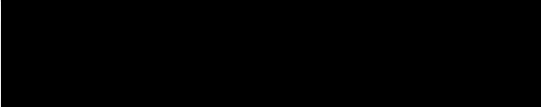
19:02 Either of the parties hereto may serve notice to commence collective bargaining by notice in writing not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiration date of this Collective Agreement.

19:03 Changes in this Collective Agreement, agreed upon by the parties hereto, may be made at any time provided that such changes are properly reduced in writing and executed by authorized representatives of the parties to this Collective Agreement.

IN WITNESS WHEREOF the Company and the Union have executed this Collective Agreement this 24 day of August, 2018.

ON BEHALF OF THE COMPANY
Golden Arrow Industrial Ltd. Regional
Municipality of Wood Buffalo

ON BEHALF OF THE UNION
International Union of Operating
Engineers, Local Union No. 955


Glen Bartel, President


Chris Flett, Business Manager


Tom McGratton, Vice-President


Mike Bourgeois, President/Assistant
Business Manager

Letter of Intent

Between

**Golden Arrow Industrial Ltd., Regional Municipality of Wood Buffalo
(hereinafter referred to as the "Company")**

And

**International Union of Operating Engineers, Local Union No. 955
(hereinafter referred to as the "Union")**

RE: Disciplinary Policy; specifically clauses 8:03 and 8:04

It is the intent and commitment of the Company and the Union to meet, as per article 18:00 clause 18:02, before September 1st, 2018, to discuss and develop a progressive discipline policy that is fair and equitable to both parties.

**On Behalf of the Company
Golden Arrow Industrial Ltd. Regional
Municipality of Wood Buffalo**

**On Behalf of the Union
International Union of Operating
Engineers, Local Union No. 955**

Glen Bartel, President

Chris Flett, Business Manager

Tom McGratton, Vice-President

**Mike Bourgeois, President/Assistant
Business Manager**

Letter of Intent # 2

Between

Golden Arrow Industrial Ltd., Regional Municipality of Wood Buffalo
(hereinafter referred to as the "Company")

And

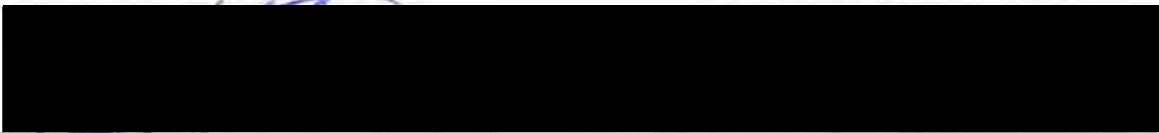
International Union of Operating Engineers, Local Union No. 955
(hereinafter referred to as the "Union")

RE: Seniority as it affects Article 5:00 and Article 11:00

It is the intent and commitment of the Company and the Union to meet, as per article 18:00 clause 18:02, before September 1st, 2018, to discuss and resolve issues and concerns surrounding seniority; to ensure that all matters of seniority are dealt with in a fair and equitable manner to both the affected members and/or the Company.


On Behalf of the Company
Golden Arrow Industrial Ltd. Regional
Municipality of Wood Buffalo

On Behalf of the Union
International Union of Operating
Engineers, Local Union No. 955


Glen Bartel, President


Chris Flett, Business Manager


Tom McGratton, Vice-President


Mike Bourgeois, President/Assistant
Business Manager

LETTER OF UNDERSTANDING

By and between
GOLDEN ARROW INDUSTRIAL LTD.
Regional Municipality of Wood Buffalo
(hereinafter referred to as the "Company")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955
(hereinafter referred to as the "Union")

RE: HOURS OF WORK AVERAGING AGREEMENT

WHEREAS the Employer and the Union wish to formalize an hours of work averaging agreement pursuant to Article 11:02 of the Collective Agreement in accordance with the requirements of the *Employment Standards Code*.

NOW THEREFORE the parties agree as follows:

1. The within averaging provisions apply to Golden Arrow Industrial Ltd. and all employees engaged as Coach Operators and Shuttle Operators (the "**Employees**")
2. The Employer and the Employees desire to continue the past practice of operating on a standard 14 days on - 7 days off schedule. Each shift rotation and schedule for the entire averaging period is included in Appendix "A".
3. This averaging agreement shall be effective July 1, 2018 and will last for the duration of the Collective Agreement.
4. In accordance with Article 11:02(a), the Employer shall average the Employee's hours of work over averaging periods of 3 weeks in length each for the purpose of determining the Employee's entitlement to overtime pay or, in lieu of overtime pay, time off with pay.
5. The Employees shall work the scheduled hours for each of the 3 week averaging periods identified in schedule which is attached as Appendix "A" to this agreement and which forms part of this averaging agreement.
6. Each of the averaging periods average less than 50 hours a week in accordance with Part 3, Division 8 of the *Employment Standards Regulation*, Alta Reg 14/1997 and Employment Standards Policy. Overtime at time and one-half (1.5x) the regular hourly rate of pay will be paid for all hours worked in excess of 10 hours per day or in excess of an average of 50 hours per week.
7. **Any Employee's schedule may be changed temporarily by the Employer:**
 - **by providing the Employee with no less than 2 weeks' advance notice of the temporary change; or**



- due to an accident, where urgent work is necessary, or some other unforeseen or unpreventable circumstance.
8. If any employee is required to be absent on a scheduled work day and the employee makes up the time off on an unscheduled work day *during the same averaging (i.e. 3 week) period*, the Employee's entitlement to overtime shall be determined as if the Employee had worked the originally scheduled day.
 9. If the Employee does accumulate overtime, the Employee shall receive overtime pay (calculated at the end of the applicable 3-week averaging period) on his or her next pay period.
 10. All other terms and conditions in respect of averaging agreements as stated in the *Employment Standards Code* of Alberta and any regulations enacted thereunder are incorporated into this Agreement. If there is any conflict between the *Employment Standards Code* of Alberta and any regulations enacted thereunder and this Agreement, the terms of the *Employment Standards Code* of Alberta and any regulations enacted thereunder shall prevail.
 11. Either party to this Letter of Understanding may request to re-negotiate the provisions by providing the other party with thirty (30) days' written notice. If the parties agree to amend the provisions of this Letter of Understanding, those amended provisions shall apply effective the date of that agreement. If the parties cannot agree to amend the provisions of this Letter of Understanding, the existing provisions shall remain in effect.

For further clarity, the Employer and Union Agree that:

1. Part 3, Division 8 of the *Employment Standards Regulation* ("Division 8") applies to the operations of the Employer;
2. Based on discussions with Employment Standards, the Employer and Union agree that an Averaging Agreement in which overtime applies for hours worked in excess of an average of 50 hours per week in the work cycle (as opposed to 44 is appropriate and acceptable under Employment Standards Policy and Division 8; and
3. The Union agrees that in the event Employment Standards changes its Policy, the Union will not grieve or make any other claim for back-pay as a result of the application of this Averaging Agreement by the Company and the Union.



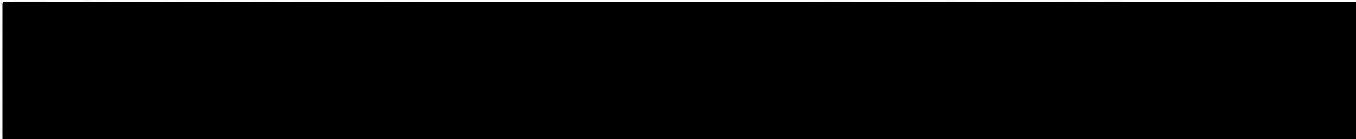
Page 22 of 23

On behalf of:
Golden Arrow Industrial Ltd.
Regional Municipality of Wood Buffalo

On behalf of:
International Union of Operating
Engineers, Local Union No. 955


Glen Bartel, President

Chris Flett, Business Manager


Tom McGratton, Vice President

Mike Bourgeois, President

LETTER OF UNDERSTANDING

By and between

GOLDEN ARROW INDUSTRIAL LTD.
Regional Municipality of Wood Buffalo
(hereinafter referred to as the "Company")

And

INTERNATIONAL UNON OF OPERATING ENGINEERS,
LOCAL UNION NO. 955
(hereinafter referred to as the "Union")

RE: Nexen Long Lake

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from July 1st, 2018 through June 30, 2021 as set out in the said Collective Agreement.

It is hereby agreed by the Company and the Union for the scope of work that Nexen Long Lake is prepared to offer Golden Arrow Industrial Ltd., providing daily service from Fort McMurray to their Long Lake site, as follows:

All operators performing this scope of work will be guaranteed a minimum of eight (8) hours per day and shall be paid at the hourly rate of \$29.15 per hour, plus a 5.6% uplift. The hourly rate shall increase annually in conjunction to the shuttle bus increase listed in Article 11:00 of the Collective Agreement. Vehicles to be used are thirty (30) passenger light buses.

It is further agreed to by the Company and the Union that operators who are performing this scope of work and who are required to maintain accommodations in Fort McMurray will be paid a monthly living allowance of one thousand two hundred and fifty dollars (\$1,250.00), for as long as the Site Owner is willing to compensate for this allowance. The living allowance will be paid out on the first pay period following the month worked.

All other Articles of the current Golden Arrow Industrial Ltd. Collective Agreement shall remain as part of this agreement including wage increases.

Signed this 24 day in the month of August, 2018.

On behalf of:
Golden Arrow Industrial Ltd.
Regional Municipality of Wood Buffalo

On behalf of:
International Union of Operating
Engineers, Local Union No. 955

Glen Bartel, President

Chris Flett, Business Manager

Tom McGratton, Vice President

Mike Bourgeois, President