

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**DIVERSIFIED TRANSPORTATION LIMITED**  
(hereinafter referred to as the "Employer")  
**OF THE FIRST PART**

**AND:**

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
Affiliated with the International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
**OF THE SECOND PART**

**JANUARY 1, 2016 TO DECEMBER 31, 2018**

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## **ARTICLE NO. 1:000 – SCOPE OF THIS AGREEMENT**

This Agreement shall apply to all Union employees working as Drivers whose primary duty is to transport employees for the Oilsands Industry in the below Divisions:

- Coach Division
- Site Service Division
- Site Shuttle Division

1:101 The Parties recognize the right of all Union employees to work in an environment free from harassment, sexual or otherwise, as outlined by Company policy.

## **ARTICLE NO. 2:000 – UNION SECURITY**

2:100 The Company agrees to recognize the Union as the sole collective bargaining agent for all employees of the Company classified as Drivers.

2:101 It is agreed that as a condition of employment, each regular and part-time employee shall become and remain a member in good standing of the Union.

2:102 All Employees who are presently employed by the Employer as a condition of employment must obtain and/or maintain their Union Membership in good standing.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.

The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and /or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union.

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following Month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check –off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all Monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check –Off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).
- If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the local union. Probationary employees included.

2:103 Dispatchers or Safety Supervisors will only be used in the case of an emergency.

### **ARTICLE NO. 3:000 – SPARE DRIVERS**

3:100 Spare drivers are required for the successful operation of the business ensuring surety of service and minimizing risk of “driver force”. Spare drivers are recognized as full-time regular drivers and are entitled to the benefits that this entails. Spare positions will be capped at twenty percent (20%) of total bid positions by division

Extra work shall include, but not be limited to, Vacation, Short-Term Disability, and W.C.B. Work that is open due to Terminations and Resignations and will be posted for bid at the earliest opportunity. DTL shall have up to forty (40) days to post the open work to be re-bid by other drivers. All open work will be posted for seven (7) days and then bid at the next scheduled mini bid or general bid as applicable.

New Pieces of Work will be considered extra work for the first sixty (60) days. After such time, the work will be posted for bid.

Scheduling will look at all available work in a forty-eight (48) hour prior window an work will be assigned as follows:

- i. Full time DTL On-Shift employee within the same division that hasn't received extra work on that day yet and that has indicated preference to work, sorted by seniority;
- ii. Full time DTL On-Shift employee within a different division that hasn't received extra work on that day yet and that has indicated preference to work, sorted by seniority;
- iii. Full time DTL Off-Shift employee that has indicated preference to work in their respect division, sorted by seniority.
- iv. Full time DTL Off-Shift employee that has indicated preference to work within a different Division, sorted by seniority.

The above procedure of assignment of work will repeat until all Extra Work has been scheduled.

Out of division drivers will be required to be qualified from a site training and ID tag perspective in order to do out of division work.

## **ARTICLE NO. 4:000 - PART-TIME DRIVERS**

- 4:100 Part-time drivers have completed their probationary period. Part-time drivers must be Members of the Local Union.
- 4.101 Part-time drivers will not be used when regular drivers, and spare drivers, are available to do required trips.
- 4:102 Each Division (Coach, Site Services, Site Shuttle) will carry their part-time drivers on a separate part-time drivers' seniority list posted in each terminal. Part-time drivers will be scheduled by seniority within their Division only.
- 4.103 Under no circumstances will the ratio of part-time drivers exceed fifteen percent (15%) of the regular full-time (regular driver) drivers within each Division (Coach, Site Services, Site Shuttle) and these part-time drivers will only be permitted to work within their perspective Division.

All trips performed by part-time drivers in Coach and Site Service Division will be posted on the extra work sheets. All shifts or runs performed by part-time drivers in Site Shuttle Division will be referenced on the full-time drivers schedule list.

- 4.104 Full-time (regular driver) drivers experiencing a lay off after date of ratification will have the right to displace any Part-time worker within their Division without any adverse effect to the recall period in Article 9.102.

Full-time employees exercising this option shall be placed on the top of the part-time seniority list. Should the employee fail to accept a recall from lay off they shall be placed on the part-time seniority list where their date of hire places them.

- 4.105 Upon request, the Employer will provide the Union with an overview of the usage of part-time workers.
- 4:106 Part-time drivers will be given the opportunity to become a regular driver in accordance with their seniority when it is determined that a regular driver vacancy exists in accordance with the applicable Appendix of this Agreement, and will be placed at the bottom of the regular seniority list. The Company reserves the right to limit the number of drivers to be carried in this category.

## **ARTICLE NO. 5:000 - PROBATIONARY PERIOD**

- 5:100 All newly hired employees shall be considered as probationary employees.
- 5:101 All employees shall have completed their probationary period on the first day following ninety (90) calendar days of employment.
- 5:102 No Employee, regardless of Division, shall be required to serve more than one (1) probationary period.
- 5:103 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 discharged, during the probationary period.
- 5:104 On completion of the required days of probationary employment, such employees shall be entitled to all rights and privileges of this Agreement.

## **ARTICLE NO. 6:000 – MANAGEMENT RIGHTS**

- 6:100 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. These rules and regulations shall not be inconsistent with this Agreement. The Company shall exercise their rights in a fair and non-discriminatory manner.
- 6:101 The Company shall always have the right to hire, and to discipline, demote or discharge employees for just cause.

## **ARTICLE NO. 7:000 – GENERAL**

- 7:100 An employee will receive a copy of any disciplinary record placed on his/her file, including written reprimands, with a copy to the Union. However, the incident causing such disciplinary record will not be taken into account to compound other disciplinary actions taken against the employee, if the incident is more than six (6) months old on operational matters and twenty-four (24) months for preventable accidents and infractions covered under the Highway Traffic Act. Any employee may request to see their file, and the Company will comply with such request.
- 7:101 All new rules/policies will be posted two (2) weeks prior to implementation, whenever possible.
- 7:102 The intent is that preference of equipment shall be given to senior employees. Exceptions will be made in order to accommodate customer requirements.
- 7:103 Any Company request for medical examination by a Company physician, shall be promptly complied with by all employees, providing however the Company shall pay for such physical or medical examinations for work related issues, and for all time lost as a result thereof, during his/her regular working hours.
- 7:104 Between the months of November through March, the Company shall supply adequate plug-ins for charter drivers.
- 7:105 The Company will pay the employee for the meeting time and any waiting time from the end of the scheduled trip-based on hours bid or the trip.
- 7:106 All white slips and reprimands must be issued within three (3) days of the incident occurrence excluding Saturday, Sunday and Statutory Holidays, or they will be null and void, and removed from the employee's record. Where an investigation is required, sufficient time will be allowed for the completion of the investigation. Any white slip must be issued within twenty-four (24) hours upon completion of the investigation. In the case of an accident, the Company agrees to complete these investigations as soon as possible and render a decision with the action to be taken within forty-eight (48) hours of the investigation being completed. An extension can be mutually agreed between Management and the Union. All suspensions shall be with pay until the investigation is complete and a decision has been made.

- 7:107 Any complaint involving allegations of discrimination or harassment, may be reported in confidence directly to the Site Manager or the Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward, both the Company and the Union must be made aware of the complaint in writing. A Union representative will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved - the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Employer will take actions it considers appropriate to resolve the complaint.
- 7:108 Professional Behaviour - It is agreed that drivers 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 drivers to be aware of and abide by policies and procedures documented in the Driver's Manual. In addition, each new employee will receive a copy of the Collective Agreement and current Dispatch Rules.
- 7:109 Present Working Conditions - It is agreed that present Company practices and conditions of employment not mentioned in this Collective Agreement, and not contrary to any terms of this Collective Agreement, will continue in force and effect during the term of this Collective Agreement.
- 7:110 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 pay the fees required on behalf of all employees.
- 7:111 The Company agrees to pay for compulsory courses required by the Company, at the regular hourly rate. These are currently P.D.I.C, every two (2) years, and Plant Site Indoctrination.
- 7:112 Employees having to attend mandatory Company meetings, will be paid at the hourly rate for all time spent at such meetings.

#### **ARTICLE NO. 8:000- EMPLOYEE REPRESENTATION**

- 8:100 The members of the Union may elect or the Union may appoint a minimum of two (2) Shop Stewards per division and sub-division. The Union shall advise the Company in writing of such elected or appointed stewards and the Company shall not discriminate against them for lawful Union activities.
- 8:101 Authorized agents of the Union may request, and will be granted, access to Company premises during regular working hours, for the purpose of Union business.
- 8:102 The Company shall make available, at each terminal and isolated sites a secure and suitable place for posting of Union notices if such a place is available for this purpose.
- 8:103 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 Stewards the hourly rate of pay for Company-called meetings which require that Steward to provide Union representation to an Employee.
- 8:104 If the Company wishes to discharge or discipline a Shop Steward, they will notify the Union in writing at least one (1) full day before commencing such action.

**ARTICLE NO. 9:000- SENIORITY**

9:100 Seniority shall be based on the length of continuous service an employee has been on the payroll as a regular full-time driver, subject to Section 9:101.

9:101 An employee shall lose all seniority rights for any one (1) or more of the following reasons:

- a) voluntary resignation;
- b) discharge for just cause;
- c) failure to return to work after layoff under Section 9.102 of this Article, or leave of absence; and/or;
- d) by going to Long Term Disability after completion of the Short Term Disability period. If, at the end of twelve (12) months, the employee is not ready to return to work, the employee should make application for an extension which must be approved by both the Company and the Union, and will not be unreasonably denied;
- e) Any driver transferring between Divisions, shall not lose any seniority for the calculation of holiday pay or driver safety awards

9:102 Seniority shall prevail in the event of layoffs, with the junior employees being laid off first.

- a) The Company agrees to rehire laid off employees on a seniority basis, commencing with the last employee laid off.
- b) During the layoff period an Employee will be required to inform the Employer of any changes to their contact information.

Employee will respond to any recall notice within seven (7) days from date of receipt of Registered Mail. If they fail to respond within the seven (7) days to the request they shall lose all seniority and will be deemed to have voluntarily left the employment of DTL.

Employee will return to work within 14 days of response to the company.

- c) By mutual agreement, the Parties may implement a Voluntary Layoff process to minimize financial hardship to employees with minimal seniority within the Bargaining Unit facing a layoff position. All requests and agreements within this clause between the Parties must be in writing.

The Employer will notify the Local Union of how many positions are being considered, the names of the effected Members, as well as the expected date for any layoffs.

The Employer will post a notice to the employees of the pending layoffs. The notice will ask for Employees, otherwise unaffected by the layoff, to volunteer to accept a layoff outside of the seniority order. Under no circumstances will the ratio exceed that of one (1) volunteer for one (1) scheduled employee facing a layoff. A copy of this notice will be provided to the Local Union.

Should an Employee accept a Voluntary Layoff, the Employer will be required to do the following at the time of layoff:

- The Employer will issue a written notification of recall to the Member, with a copy to the Local Union, with a recall date of no greater length than six (6) months from the date of the layoff.
- The Employee will confirm all contact information with the Employer prior to leaving on the layoff.
- The Employer will provide a R.O.E. coded "A" Laid Off.
- Employees will be advised that no L.O.A. will be provided during the layoff period.

Should a recall of Members commence, the following will take place:

- The senior Member on Voluntary Layoff will be recalled first.
- After voluntary members are recalled based on seniority, the normal process of recall will apply to non-voluntary laid off employees.

Recall of any Member on Voluntary Layoff, or laid off under Section 9.102, will be by Registered Mail and telephone.

Under no circumstances will the Voluntary Layoff period of an Employee exceed six (6) months. An Employee may only elect to take a Voluntary Layoff once every calendar year.

- d) Any employee who has been on layoff for twelve (12) or more consecutive months, shall be removed from the seniority list, and the Company shall be under no obligation to such employee.

9:103 The Company will maintain and post seniority lists for each Division. These lists, will include a list per Division, for regular employees, part-time employees. The lists will be updated each month not later than the second working day of the month. Anyone wishing to protest his position on the seniority list must do so in writing to his supervisor with a copy to the Union within thirty (30) days of the posting of the seniority list.

9:104 The Company will immediately post copies of the Divisions Dispatch Rules at each terminal. The rules will be kept current, any changes to the rules will be posted as soon as the rule changes become effective. The Parties agree to meet Annually, and as required by request of either parties, for the purpose of reviewing the Dispatch Rules, the Local Union will establish an appropriate committee for this process. The present rules now in effect will remain in effect until changed by the mutual agreement of the Company and the Union.

9:105 No part-time employee will be used when regular employees are available and desire the work.

**ARTICLE NO. 10:000 – PORTABILITY**

10:100 The intent of the Portability Clause is to allow drivers the opportunity to transfer from one division to another, as required.

Drivers must indicate their desire to qualify in another division. Qualifying sessions will be held as required.

In Coach Division, after qualifying, drivers will be placed on the part-time list. When a position becomes open, these drivers can apply to be considered. Their part-time list seniority will be the determining factor.

In the Site Service Division, after qualifying, drivers will be placed on a part-time List. When a position becomes open these drivers can apply to be considered. All things being equal, the part-time Seniority List will be the determining factor. If a new part-time driver works six (6) hours for five (5) consecutive days and for more than six (6) consecutive weeks, that will constitute that part time driver being placed on the full time seniority list.

The Company reserves the right to hire from outside if the applicants are more qualified.

The Company also reserves the right to limit the number of drivers transferring at any time in order to protect divisional integrity.

It is understood that drivers have a primary obligation to the division they are transferring to.

It is understood that drivers have a secondary obligation to other divisions for which they are qualified, relative to their employment with Diversified Transportation Limited.

Drivers transferring through Portability, will not lose seniority for the purpose of vacation pay calculation, or safety awards.

There will be a ninety (90) day grace period from the time of transfer. During this period, the employee will have the right to transfer back to their prior division, and respectively, the Company will have the right to return the transferred employee to their prior division without loss of seniority.

**ARTICLE NO. 11:000 – COMPANY UNIFORMS**

11:100 **Company Uniforms** - The intent of the uniform allowance is to provide drivers with a Company uniform which will be maintained by the driver in a respectable condition, to wear while representing the Company in a professional capacity.

The Company will supply regular drivers the following uniform:

one (1) jacket	three (3) pants	one (1) uniform cap
two (2) ties	three (3) shirts	

And thereafter, annually, the employee will be given a three hundred dollars (\$300.00) uniform allowance to be used towards the purchase of any approved uniform item. (Unspent portion will be carried over.) All other drivers will be supplied uniforms on an "as needed" basis. Should an employee leave the employment of the Company prior to the completion of six (6) months service with the Company, the Company's cost for the purchase of any uniform will be deducted from the said employee's last cheque. One hundred and fifty dollars (\$150.00) of which can be used towards approved footwear.

## **ARTICLE NO. 12:000 – SAFETY CONDITIONS**

12:100 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 a driver 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. All current work order books will remain in the unit.

## **ARTICLE NO. 13:000 - LEAVE OF ABSENCE**

13:100 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 four (4) days Bereavement Leave.

The rate of pay for bereavement leave days will be calculated according to the employees regular bid and/or day of work per the applicable Appendix.

Members of the employee's family are defined as the employee's spouse, common-law, step-mother, step-father, mother, father, guardian, sons, daughters, step-child, brothers, sisters, grandparent, mother-in-law, father-in-law and grandchildren, or any other immediate family recognized under the Canadian Labour Code.

In the event of the death of a family member not covered above, the employee can make representation for bereavement leave outlining the reasons why it should be granted.

13:101 All employees with twenty-five (25) years or more service, shall be entitled to ninety (90) consecutive days leave of absence per year.

13:102 Anyone requesting compassionate leave for family emergencies will not be unreasonably denied.

13:103 Any Company-authorized leave of absence for a duration of more than thirty (30) days shall be in writing and will be agreed upon by the Company and the Union.

13:104 When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he/she may retain his seniority for a maximum of ninety (90) calendar days within the former unit. At the end of this period of ninety (90) calendar days, the employee must exercise his/her seniority rights by returning to his/her former unit, or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he/she must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

The above is not applicable to an employee assigned to temporary relief positions.

Dues must be paid during this leave of absence, and it is the responsibility of the Member to ensure that his/her dues are in good standing.

## **ARTICLE NO. 14:000 – JURY DUTY**

14:100 Any employee who is required to perform Jury Duty on a day on which he would normally have worked, or attends court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of his employment with the Company, will be reimbursed by the Company for the difference between the pay received for Jury Duty or Witness Attendance and his regular straight time hourly rate of pay for his regular scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for Jury Duty. The employee will be required to furnish proof of Jury Service or Witness Attendance received therefore, and the employee shall be responsible to account to the Company for Witness Fee received both with a subpoena and subsequently to the service thereof. Any employee on Jury Duty or Witness Attendance shall, subject to this provision make himself available for work before or after required for such duty whenever practical.

## **ARTICLE NO. 15:000 - HEALTH AND WELFARE PROTECTION**

15:100 When an employee goes off work ill, or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay both his Health and Welfare fees and Union dues, so that the employee shall continue to pay both his Health and Welfare fees and Union dues, so that the employee shall be protected to the utmost, provided:

- i. The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five (5) months in arrears, and
- ii. The period of such coverage shall exceed twelve (12) months, only by mutual agreement of the two (2) Parties.
- iii. In the event that an employee returns to work after an absence of longer than two (2) months, a repayment schedule will be mutually agreed upon by said employee and the Company.

It is the responsibility of the employee to ensure that the terms referenced above are adhered to. Failure to do so will result in the employee being taken off the seniority list prior to the completion of the twelve (12) month Short Term Disability

15:101 In the event of an employee grievance being rejected, all monies paid by the Company under this Article, including the total premium, shall be paid to the Company by the employee.

15:102 When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

15:103 In the event an employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

15:104 The Company reserves the right to request a medical certificate after three (3) consecutive days of absence. If the Company directs an employee to attend a Company doctor, the Company will pay for the medical certificate.

**ARTICLE NO. 16:000 - STATUTORY HOLIDAYS**

16:100 The Company recognizes the following eleven (11) statutory holidays:

- |                  |                 |
|------------------|-----------------|
| New Year's Day   | Civic Day       |
| Victoria Day     | Canada Day      |
| Labour Day       | Christmas Day   |
| Boxing Day       | Family Day      |
| Good Friday      | Remembrance Day |
| Thanksgiving Day |                 |

16:101 Payment for the above mentioned holidays shall be in an amount equal to four point four percent (4.4%) of the gross earnings of the employee.

16:102 In the event that the Provincial or Federal government declares or rescinds any day as a statutory holiday, then such named day will be added to or deleted from the above list and payment will be adjusted by zero point four percent (0.4%) for each day.

16:103 All trips on Remembrance Day, Christmas Day and New Years' Day will be subject to a fifty percent (50%) premium on the trip rate.

**ARTICLE NO. 17:000 – VACATIONS**

17:100 All regular drivers under this Agreement will qualify for at least two (2) consecutive weeks' vacation after each year of continuous service subject to conditions set out below.

Payment for such will be an amount equal to four percent (4%) of gross wages earned.

17:101 Upon completion of three (3) years of service, all employees shall receive three (3) weeks' vacation with pay 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 of the employee during the year in which he qualified for such vacation.

17:102 Upon completion of five (5) years of service all employees shall receive four (4) weeks' vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the gross wages of the employee during the year in which he qualified for such vacation.

17:103 Upon completion of eight (8) years of service, all employees shall receive five (5) weeks of vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacations shall be in the amount equal to ten percent (10%) of the gross wages of the employee during the year in which he qualified for such vacation.

17:104 Upon completion of eighteen (18) years of service, all employees shall receive six (6) weeks of vacation with pay at the end of each year of continuous service with the Company.

Payment for such vacations shall be in the amount equal to twelve percent (12%) of the gross wages of the employee during the year in which he qualified for such vacation.

17:105 A vacation bid shall take place in January and February of each year. The vacation year shall be from March 1 to February 28 of the following year.

17:106 The following time frames will be deemed "prime time".

- Last week of June
- Full months of July and August
- The week of Christmas as well as the week after

17:107 An employee booking vacation during 'prime time' shall be limited to a combined total of three (3) weeks within that particular time frame.

17:108 Employees shall attend the vacation scheduling session by seniority.

17:109 For the purposes of the vacation bid, proxies can be submitted stating the individuals top choices in preferential order to a union steward. Proxies are the responsibility of the employee and must be submitted twenty-four (24) hours in advance of their bid time. The union steward will then be responsible to bid the absentee operator's vacation according to the choices listed on the proxy. The vacation selected will be validated to ensure it is accurate, and the proxy will be signed by the union steward and the company representative, and retained by the company. Employees will be notified in advance by DTL management when to attend the bid and book their vacation times. Employee's shall not 'bump' any other employee in order to gain any sort of advantage relative to booking time and/or vacation dates.

Should an employee miss their assigned bid time, and/or fails to deliver a proxy in the manner as described above, they will be required to wait for the next available slot time without affecting the posted schedule. This will cause the driver to bid out of seniority at their own risk.

17:110 The Employer will make all reasonable efforts to grant, up to a maximum of ten percent (10%) of active employees, excluding STD / LTD / WCB and Leave of Absence, per respective divisions (Syncrude / Shell / Suncor / Site Services) vacation at any given period of time.

17:111 Employees must be prepared to book their vacation dates during January and February. If they are not prepared then they shall be by-passed until such time as they are ready and then they must take whatever timings remain.

17:112 For reference and clarification: Holiday week periods shall be defined as seven (7) days, five (5) of which are paid, two (2) are unpaid.

17:113 It is understood that the number of employees taking vacation at any time will be restricted if necessary. The months of July and August will be divided into four (4), two (2) week blocks, and one (1), one week block. Employees bidding vacations during this period will confine their bids to the boundaries of the blocks established by the Company. Vacations will be allotted on a seniority basis.

17:114 An employee may carry over vacation to the next year, the employee may carry a maximum of one (1) week vacation time. The employee must request the carry over in writing by October 1<sup>st</sup> each year. Requests will be granted in order of seniority. Vacation scheduling will be done in accordance with the Company standard vacation scheduling policy.

- 17.115 A part-time driver taking a full-time regular driver position with the Company will not lose their seniority for the purpose of vacation pay calculation.
- 17.116 All other drivers under this Agreement will qualify for two (2) consecutive weeks' vacation. Payment for such will be in an amount equal to four percent (4%) of the gross wages earned.
- 17.117 Vacation pay will be paid out on every regular pay cheque disbursed according to the employees instruction under the Company's Vacation Pay Banking Policy.

At the Employees request, vacation pay will be paid to the employee on regularly scheduled pay days during the period of time at which the employee is on vacation, as per the applicable percentages.

Any unused vacation pay will be paid out on the employees last pay period of the vacation year in question.

- 17:118 The Employer will authorize & notify Employees of Vacations Bid within 2 weeks of the Completion of the Bid.

**ARTICLE NO. 18:000 - HEALTH AND WELFARE**

- 18:100 The Company agrees to cover all regular employees under the provisions of the Prairie Teamsters Health and Welfare Plan.

The Company agrees to cover fifty percent (50%) of the Alberta Health and Wellness premiums for regular drivers.

- 18:101 Regular drivers will be those as defined under the appropriate Appendices of this Agreement.

- 18:102 The total cost of the Plan will be borne as follows:

	<u>Jan 1/2016</u>	<u>Jan 1/2017</u>	<u>Jan 1/2018</u>
Company	80%	90%	100%
Employee	20%	10%	

- 18:103 Contributions and remittances referred to above, shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.

- 18:104 Timely payments of contributions to the Trust Funds provided for in this Agreement, is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:

- a) The Union will advise the Company in writing of delinquency.
- b) If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday, and Holidays, the Union may then request a meeting with the Company, to provide for the payment of funds.
- c) In the case of failure of the Company to contribute into the Funds on the due date, the Trustees', in their joint names, may take legal action against the Company for recovery of the amount due.

## ARTICLE NO. 19:000 - GRIEVANCE PROCEDURE

19:100 All questions, disputes and controversies arising under this Agreement or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly providing in this Agreement.

The Union, an employee, or the Company, may institute grievance proceedings under the terms of this Article. If the Party receiving the grievance fails to process same within the time limits set forth hereafter, then the grievor may continue to the next Step of the procedure, including arbitration. However, if the party initiating the grievance fail to process within the time limits set forth hereafter then the grievance shall be abandoned, and all rights of recourse to the Grievance Procedure shall be at an end or deemed settled per the remedy requested in the grievance. Charter Drivers also will have the rights of the Grievance Procedure.

19:101 **STEP 1** - It is understood and agreed that an employee does not have a grievance until the employee has discussed the matter with the Manager or the other Supervisory Personnel acting in this capacity, and given the Manager an opportunity of dealing with the complaint. The Manager's decision shall be made known to said employee within twenty-four (24) hours. A period of five (5) working days will be granted to institute a termination grievance and ten (10) days on all other grievances. In the event an employee receives a discipline in result of GPS or any other successor system, the employee will have thirty (30) working days to file a grievance.

Notwithstanding the previous paragraph, the employee shall always have the right to have the Shop Steward present when discussing a grievance.

19:102 **STEP 2** - Failing settlement under Step 1, such grievance and any question, dispute, or controversies, that are not of a kind that are subject to Step 1, shall be reduced to writing and referred to, and taken up between, the Secretary-Treasurer or other bargaining representative of the Union, and the Company representative authorized by senior management of the Company, within ten (10) working days.

19:103 **STEP 3** - Failing settlement under Step 2, the matter will be taken up in presentation to a Board, consisting of two (2) Union members selected by the Union, and two (2) Company members appointed by senior management of the Company, within ten (10) working days.

19:104 **STEP 4** - Failing settlement at Step 3, and by mutual agreement, the Parties may proceed to seek the assistance of a mediator to deal with the grievance. The cost of the grievance mediation shall be shared equally between the Parties.

Should the Parties not reach a mutual agreement the matter will advance to the Step 5 of the Grievance Procedure.

19:105 **STEP 5** - Failing settlement under Step 4 and within ten (10) working days, the matter will be referred to an agreed upon neutral Arbitrator who will meet with the Board to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and the Company.

The Arbitration Board shall deal with the question referred to them, and without limiting the foregoing, shall not extend, modify, or amend any part of this Agreement, and the unanimous or majority decision of the Arbitration Board will be final and binding on both Parties. The expense of the Chairman shall be shared equally by the Company and the Union.

The time limits stated in this Article may be extended by mutual consent of the Company and the Union.

The Parties agree that there shall be no suspension or other interference with the construction work while the Grievance Procedure is in operation.

19:106 If a monetary grievance is successful, the Company will pay on the next regular payroll run following receipt of the grievance settlement paper work.

#### **ARTICLE NO. 20:000- NO STRIKES OR LOCKOUTS**

20:100 The Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strikes, or other collective action which will stop or interfere with production or construction, during the life of this Agreement.

#### **ARTICLE NO. 21:000 – PICKETS**

21:100 It shall not be a violation of this Agreement to refuse to cross a legally established picket line, recognized by the Building Trades.

#### **ARTICLE NO. 22:000 - SAVING CLAUSE**

22:100 Both Parties assume that any or all provisions of this 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 Agreement not being affected thereby.

#### **ARTICLE NO. 23:000 – EFFECT OF SALE OF BUSINESS**

23:100 1) When a business or undertaking or part of it is sold, leased, transferred or merged with another business or undertaking or part of it, or otherwise disposed of so that the control, management or supervision of it passes to the purchaser, lessee, transferee or person acquiring it, that purchaser, lessee, transferee or person is, where there have been proceedings under this Act, bound by those proceedings and the proceedings shall continue as if no change had occurred, and;

- a) If a trade Union is certified, the certification remains in effect and applies to the purchaser, lessee, transferee or person acquiring the business or undertaking or part of it, and;
- b) If a Collective Agreement is in force, the Collective Agreement binds the purchaser, lessee, transferee or person acquiring the business or undertaking or part of it as if the Collective Agreement had been signed by that person.

- 2) Where a question arises under this Section, the Board, on the application of any employer, trade union or person affected, may determine what rights, privileges and duties have been acquired or retained and the Board may, for that purpose, make any inquiries and direct the taking of any votes that it considers necessary and decide any questions arising under this Section, and;
- a) The Board may determine and declare which trade union is or which trade unions shall be the bargaining agent or agents for a unit or units of employees of the purchaser, lessee, transferee or person acquiring the business or undertaking or part of it.
  - b) If a trade union or trade unions are certified with respect to the business or undertaking or part of it, or with respect to the purchaser, lessee, transferee or person acquiring the business or undertaking or part of it, the Board may amend or revoke any certificate and determine and declare that one or more certificates or certificates as amended are in effect or remain in effect and apply to the purchaser, lessee, transferee or person acquiring the business or undertaking or part of it.
  - c) If one or more Collective Agreements are in force with respect to the business or undertaking or part of it, or with respect to the purchaser, lessee, transferee or person acquiring the business or undertaking or part of it, the Board may cancel any of those Agreements or amend any of those Agreements with respect to the employees covered by the Agreements and determine and declare that one or more Collective Agreements or Collective Agreements as amended are in effect or remain in effect and bind the purchaser, lessee, transferee or person acquiring the business or undertaking or part of it, and;
  - d) If there are proceedings under this Act before the date of sale, lease, transfer or other disposition of the business or undertaking or part of it, the Board may determine and declare whether those proceedings are binding on, or the extent to which those proceedings are binding on, the purchaser, lessee, transferee or person acquiring the business or undertaking or part of it.

#### **ARTICLE NO. 24:000 – CAMP AND HOUSING**

24:100 The Company must notify the Union when they are putting drivers in accommodation.

#### **ARTICLE NO. 25:000 - TEAMSTER LOCAL UNION 362 ADVANCEMENT FUND**

25:100 The Company agrees to deduct from each driver's pay, an amount of five cents (\$0.05) for every hour on which wages are payable to that driver. The total of these amounts will be remitted, on behalf of the union members, to the Teamsters on the 15<sup>th</sup> of the month following the month in which they pertain. This payment will be separate and independent of any other remittance made by the Company to the Teamsters Local Union 362.

**ARTICLE NO. 26:000 - TERMINATIONS AND AMENDMENTS**

26:100 This Agreement shall remain in full force and effect as of the first (1st) day of January 2016 and continue in effect until the thirty-first (31st) day of December 2018, and from year to year thereafter, except as hereinafter provided.


26:101 Either Party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other Party, not less than sixty (60) days, or not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

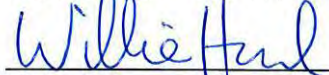
26:102 If notice to negotiate has been given by either Party, this Agreement shall remain in full force and effect up to the date that the Union or the Company commence a lawful strike or lock-out.

SIGNED THIS 30<sup>th</sup> DAY OF June 2016

**ON BEHALF OF THE COMPANY:**

Diversified Transportation Ltd.

  
Mark Hannah – Vice President Oilsands


  
Willie Hamel – General Manager

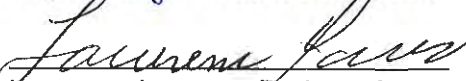
  
Joel Trudell – Director - Operations

  
Greg White – HR-Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

  
Wayne Garner – Vice President/Business Agent

  
Lawrence Jacques – Business Agent

  
Jordan Madarash – Business Agent

## **Appendix A**

### **Coach Division**

The following language shall supersede any language on the same subjects in other sections of this Agreement unless specifically stated otherwise.

#### **SECTION A - EMPLOYEE DEFINITION**

- i. Regular Drivers are considered Full-Time Employees, who have completed their probationary period and joined the Union.
- ii. Regular drivers have made themselves available to the Company for full-time employment under this Agreement. A regular driver will be those drivers who by seniority have the right to bid a minimum of two (2) recurring trips per day within their division.
  - a. Firebag regular drivers will be carried on the Suncor seniority list but will be separately identified as Firebag drivers. The Shuttle drivers will also be regular drivers. If necessary, the regular drivers with the least seniority may be forced to bid the shuttle runs.
  - b. In a situation where a Construction Project starts, the Company will establish a "Project Division".

Only drivers that have recurring bid work shall be full time drivers. There may be occasions where drivers are unassigned due to work cancellation. These unassigned drivers must bid at the next mini or general bid in their respective divisions. Any drivers who fail to bid will be assigned to the remaining available work on a seniority basis.

#### **SECTION B - PAY AND WORKING CONDITIONS**

- i. All trips will be defined as a trip that originates and concludes at the employee's designated terminal/equipment base, client site or camp. Duties will include reporting to Dispatch at the designated reporting time, pre/post trip of unit, pick-up and/or drop off of passengers either in Fort McMurray, designated terminal/equipment base, client site or camp. All runs that do not have a return attached to the Bid Work Trip will be considered complete at drop off, and the Driver is then available for extra work.

All pay and trip disputes will be returned to the employee with an explanation within three (3) days of the date filed, excluding weekends and holidays.

- ii. All Base Plant trips shall be paid as follows:
  - Suncor/Syncrude Base plant - Minimum time three (3) hours – (T-trip)
  - Aurora - Minimum time four (4) hours – (A-trip)
  - Shell - Minimum time four (4) hours – (A-trip)
- iii. All Camp trips shall be paid as follows:
  - Trips that Originate or Terminate with Camps North of Lakeside – Minimum of four (4) hours. (A-trip)

- Trips that Originate or Terminate with Camps at/and including Lakeside or South – Minimum of three (3) hours. (T-trip)
  - Trips that Originate or Terminate with service south of Long Lake – minimum four (4) hours. (A-trip)
- vi. Shell Division drivers whom become unassigned, will receive a daily wage guarantee equivalent to the Bid at which they became unassigned, until such time as a new Bid spot can be attained.
- vii. Shuttle Service – A Shuttle service is a service that provides multiple loops between two (2) points for the same client. Duties to include reporting to Dispatch at the designated report time, pre and post trip of unit and pick up or drop off of passengers. A three (3) hour minimum call out rate will be in effect.

**SECTION C – WAGES**

**Rates of Pay**

<b>Syncrude /Suncor Coach 3 Hour Trip Rate</b>	<b>Effective Date of Ratification</b>
Combined Rate	\$124.41
Union Pension	\$18.45
Net Trip Rate	\$105.96

<b>Albian/Aurora Coach 4 Hour Trip Rate</b>	<b>Effective Date of Ratification</b>
Combined Rate	\$165.89
Union Pension	\$24.60
Net Trip Rate	\$141.29

<b>Hourly Coach Rate</b>	<b>Effective Date of Ratification</b>
Combined Rate	\$35.86
Union Pension	\$6.15
Net Trip Rate	\$29.71

Leadhands will be paid a one (1) hour regular premium per trip and they will focus on duties which drive operational excellence but will not be involved in any disciplinary activities as related to a Union Member. Exceptions to the standard one (1) hour rate premium will be identified in LOU #5.

In the years of the Collective Agreement as noted above, the Company will pay the higher of the rates noted above or the Alberta Consumer Price Index (CPI) annual average index, as published by Statistics Canada.

All the above rates reflect overtime differential.

The hourly rate will be applicable under the following circumstances:

- i. when a trip exceeds the maximum duration as set out in Appendix A, Section B, the rate shall be applicable trip rate plus the hourly rate on the extra time worked rounded up to the next fifteen (15) minutes.
- ii. on call-outs other than the established standard trips, minimum call-out – three (3) hours.
- iii. Forced Work - Any Regular Drivers forced to work on their days off will be paid at one and one-half (1 ½) times the applicable trip rate.

#### **SECTION D - PENSION PLAN**

- i. All regular drivers will be entitled to the TEAMSTERS PRAIRIE PROVINCES PENSION PLAN (T4P)
- ii. Pension will be calculated based upon the maximum trip duration for each trip as defined in Section B.
- iii. Regular drivers will be entitled to the Prairie Teamsters Pension Plan, for each hour worked based on the following:

Effective Date of Ratification  
\$6.15

- iv. All Part-time drivers will be entitled to the Prairie Teamsters Pension Plan for each hour worked based on the following:

Effective Date of Ratification  
\$3.50

Any part-time employee graduating to a full-time position will be entitled to the Pension Plan contributions as laid out for full-time employees.

**SECTION E – VACATION**

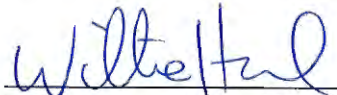
- i. If an employee is on vacation and there is a holiday during that vacation and that holiday is one that the employee would have been entitled to, then the employer must either:
  - Give the employee one (1) more day of vacation; or
  - Pay the employee one (1) extra day pay
  - For the purpose of this Section vacation week means seven (7) consecutive calendar days away from work – five (5) earned vacation days and two (2) non-paid days
  
- ii. All other Sections of Article No.17 remain in full force and effect.

SIGNED THIS 30<sup>th</sup> DAY OF June 2016

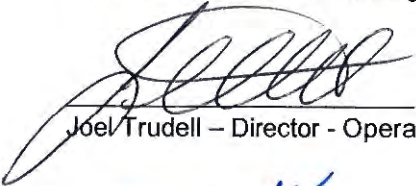
**ON BEHALF OF THE COMPANY:**  
Diversified Transportation Ltd.




Mark Hannah – Vice President Oilsands



Willie Hamel – General Manager



Joel Trudell – Director - Operations

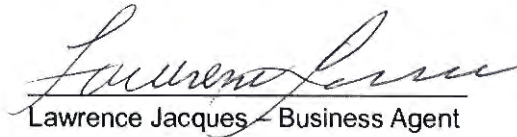


Greg White – HR-Advisor – Talent Acquisition and Labour Relations

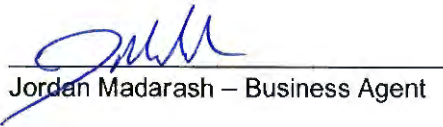
**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

## **Appendix B**

### **Site Service Division**

The following language shall supersede any language on the same subjects in other sections of this Agreement unless specifically stated otherwise.

#### **SECTION A - EMPLOYEE DEFINITION**

- i. Regular Drivers are considered Full-Time Employees, who have completed their probationary period and joined the Union.
- ii. Regular Drivers have made themselves available to the Company for full-time employment under this Agreement. A regular driver will be those drivers who by seniority have the right to bid minimum of two (2) three-hour (3-hour) Y Trips per day.

#### **SECTION B - PAY AND WORKING CONDITIONS**

- i. Site Services Shift - A Site Services shift will be defined as a continuous block of work originating and terminating at the terminal.
- ii. All pay and trip disputes will be returned to the employee with an explanation within three (3) days of the date filed, excluding weekends and holidays.

#### **SECTION C - WAGES**

- i. **Rates of Pay**

<b>3 HOUR TRIP - Y3</b>	<b>Effective Date of Ratification</b>
Combined Rate	\$104.77
Union Pension	\$ 11.70
Net Trip Rate	\$ 93.07

<b>HOURLY - Y1</b>	<b>Effective Date of Ratification</b>
Combined Rate	\$34.45
Union Pension	\$ 3.90
Net Trip Rate	\$30.55

Leadhands will be paid a one (1) hour regular rate premium per trip and they will focus on duties which drive operational excellence but will not be involved in any disciplinary activities as related to a union member. Exceptions to the standard one (1) hour rate premium will be identified in LOU #5.

In the years of the Collective Agreement as noted above, the Company will pay the higher of the rates noted above or the Alberta Consumer Price Index (CPI) annual average index, as published by Statistics Canada.

All the above rates reflect overtime differential.

- ii. The hourly rate will be applicable under the following circumstances:

When trips exceed agreed upon hours the rate shall be applicable plus the hourly rate to the nearest fifteen (15) minutes in excess of the above hours.

On call-outs, other than established standard trips. Minimum call-outs three (3) hours. The assignment of work falls under the Dispatch Rules referenced in Section 9.104 of this Agreement.

- iii. Forced Work - Any Regular Drivers forced to work on their days off will be paid at one and one-half (1 1/2) times the applicable trip rate.

#### SECTION D – PENSION PLAN

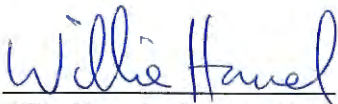
- i. For calculating purposes all trips as described in Section C of this Appendix are deemed to be a minimum of three hours.
- ii. All Regular Drivers will be entitled to the Prairie Teamsters Pension Plan for each hour worked based on Section C.

SIGNED THIS 30<sup>th</sup> DAY OF June 2016

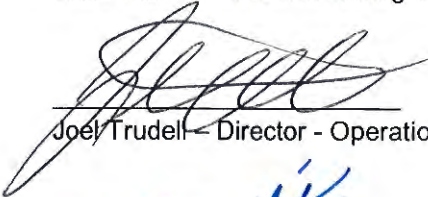
**ON BEHALF OF THE COMPANY:**  
Diversified Transportation Ltd.



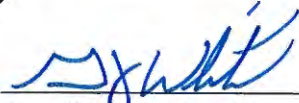
Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager



Joel Trudell – Director - Operations

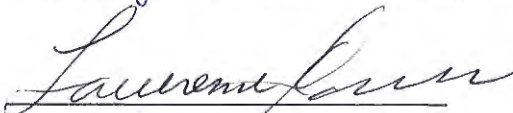


Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

## **Appendix C**

### **Site Shuttle Division**

The following language shall supersede any language on the same subjects in other sections of this Agreement unless specifically stated otherwise.

#### **SECTION A - EMPLOYEE DEFINITION**

- i. Regular Employees are considered Full-Time Employees, who normally work on a regular scheduled shift.
- ii. Regular Drivers must successfully complete their probationary period and have joined the Local Union.
- iii. Part-time employees are employees not employed on a regular full-time shift schedule. Part-time employees may apply for full-time employment, if a vacancy becomes available, and they meet all the Company's requirements for full-time employment, however part-time employees will be members of the Union. Part-time employees will not be entitled to any Health and Welfare packages covered by this Agreement.
- iv. This Agreement shall be binding upon the parties hereto and their successors. In the event the Company is merged, sold, or transferred, or taken over by sale, lease, transfer in whole or in part, such Company shall continue to be subject to the terms and conditions of this Agreement for the life of thereof.

#### **SECTION B – SENIORITY**

- i. Seniority shall be based on the length of continuous service a regular employee has been on the payroll, subject to Section B ii.
- ii. An employee shall lose all seniority rights for any one (1) or more of the following reasons:
  - a) voluntary resignation;
  - b) discharge for just cause;
- iii. The Company will post and maintain seniority listings. Listings will be reviewed and updated monthly. Any employee wishing to protest their seniority listing, must do so by formally reducing their protest to writing, and submitting the same to the Company and the Union not later than thirty (30) days from the posting of the said listing. A copy of the current seniority listing will be supplied to the Union.
- iv. A regular employee shall be considered as such an employee of the Company when:
  1. He/she has completed his/her probationary period
  2. He/she makes himself/herself available to the Company for full-time employment, and

An employee laid off for lack of work shall be placed on a recall list for the period of his seniority, or one (1) year, whichever is the lesser.

Employees on lay-off who are not recalled to work before the expiry date of the recall period, shall be removed from the seniority lists, and will be terminated from the employ of the Company. The Company shall be under no further obligation to such persons.

Employees recalled to work following a layoff shall be informed by telephone and by double registered mail, and will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed by the employee, in writing, of any changes in said employee's address or telephone number.

A part-time employee shall:

- Be hired on a temporary basis to provide for additional manpower
- Be given first opportunity to qualify as a regular employee as openings become available, providing he meets with all Company qualifications and requirements, and so requests.

Upon completion of one hundred and twenty-eight (128) hours of work within any thirty (30) calendar day period, an employee shall become a regular employee, and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that thirty (30) calendar day period. This will not apply to employees who are not available for full-time employment.

If an employee qualifies as outlined above, the employee shall be considered a regular employee. Part-time employees will not be used to deprive regular employees of any of the conditions of this Agreement.

### **SECTION C - HOURS OF WORK**

- i. Eight (8) hours per day and forty (40) hours per week shall be considered the normal hours of work for regular employees. All other time worked shall be considered overtime and shall be paid at the applicable overtime rate of pay.
- ii. When an employee is required to work in excess of the regular hours he shall be paid overtime at the rate of time and one-half (1 ½) the regular rate of pay. Members will be able to bank overtime hours up to a maximum of one hundred and twenty (120) hours per year with no carry over at the end of the calendar year. Any unused banked time will be paid out on the next payroll following the end of the calendar year.
- iii. For all Syncrude shifts commencing between the hours of 2100 and 0459, a shift differential over and above the job classification rate will be paid to all employees who work such shifts at the rate of one dollar and fifty cents (\$1.50) per hour.
  - a) All employees shall receive eight (8) consecutive hours rest in any twenty-four (24) hour period. When an eight (8) consecutive hour rest has not been given, overtime rates for all hours worked shall apply until the rest period is given.
- iv. Call out: Regular Employee(s) who are called out, after normal working hours, and commence work shall be paid for a minimum of four (4) hours at the applicable overtime rate, and any travel and transportation applicable. If more than four (4) hours are worked the employee(s) shall receive pay for actual hours worked at the applicable overtime rate.
- v. Overtime will be on a seniority basis and performed by regular employees, within their classification. Employees performing overtime, as laid out in this Article.
- vi. In the event of an emergency, when a scheduled driver is unable to work on short notice to the Company, the Company may use a regular or part-time driver available, who is the most familiar with that route to assist in the smooth operation of the Company.
- vii. In the event that a compressed work week is to be implemented for more than a month a minimum of one (1) weeks' notice will be provided to the Union.

## SECTION D - PAY AND WORKING HOURS

### i. HOURLY PAY:

Regular Drivers	<u>Effective Date of Ratification</u>
Combined Rate	\$ 34.52
Union Pension	\$ 3.30
Hourly Trip Rate	\$ 31.22
Probationary Drivers	<u>Effective Date of Ratification</u>
With less than 60 days driving	
Hourly Trip Rate	\$ 26.33

In the years of the Collective Agreement as noted above, the Company will pay the higher of the rates noted above or the Alberta Consumer Price Index (CPI) annual average index, as published by Statistics Canada.

- ii. Regular full-time schedule runs will be bid out once per year in November and will be done by seniority until all runs have been bid.

Regular part time scheduled shift runs dispatched from Ft. McKay will be paid a minimum of two (2) hours. Any run exceeding two (2) hours, the employee will be paid to the next complete hour and for all time spent in the employ of the Company.

Regular part time scheduled shift runs dispatched from Ft. McMurray will be paid a minimum of three (3) hours. Any run exceeding three (3) hours, the employee will be paid to the next hour and for all time spent with the vehicle.

- iii. Payday will be for a bi-weekly period.
- iv. During the course of ten (10) hour day, provisions will be made for the employees to have a one-half (1/2) hour paid lunch break. When a regular employee is required to work overtime, which exceeds two (2) hours, that employee will be entitled to a paid meal break at regular straight time, not to exceed thirty (30) minutes, after completion of the straight time shift worked, provided the break is taken and that work is performed as specifically directed by the Company.
- v. Any company request for medical examination by a Company physician shall be promptly complied with by all employees, provided however the Company shall pay for such physical or medical examination not covered by Alberta Health Care, as well as for all time lost as a result thereof during regular working hours. The cost of license renewal requiring a medical examination shall be paid for by the Company.
- vi. Employees may be authorized to attend training programs and/or meetings during scheduled working hours, subject to approval by their immediate supervisor. When the needs of the Employer so require, the employee may be directed to attend training programs and/or meetings or conferences, as part of the vocational training required of the position. In such cases attendance may be mandatory, and payment for meals, lodging, travel and/or associated expenses may be authorized. All hours spent in such training will be paid at the employee's regular rate of pay. If the said training and/or meetings are contiguous with the employee's regular scheduled hours then the appropriate hourly rate will apply. In the case where the training and/or meeting is a separately scheduled event which is apart from regularly scheduled hours of work, then a minimum three (3) hour call out will be applicable.
- vii. If the Company requests a drivers' abstract after the date of employment, the Company will reimburse the driver for the total cost.

- viii. For the purpose of calculating hours of work for regular full-time employees, employees will work eight (8) hours per day with a one half (1/2) hour unpaid lunch. Employees assigned to drive to the start of a route (excluding the "driver of the drivers") shall be deemed to have commenced their shift when leaving the vans location. Work outside of eight (8) hours and forty-five (45) minutes will trigger overtime for the time worked outside the eight and one half (8 ½) hours.
- ix. Part-time employees will receive a Living Allowance (Re: LOU #1), pro-rated based on actual hours worked versus full-time regular work hours. While a driver is on an approved and scheduled vacation they will continue to be eligible for the Living Allowance. While a driver is on WCB or Short Term Disability, they will be eligible to receive the Living Allowance for a maximum of one hundred and eighty (180) days as per the application guidelines referenced in LOU#1. Eligibility for living allowance will be as per current company policy.
- x. In addition to benefits provided in Article 13:100, employees in the Site Shuttle Division will be provided with two (2) additional days with pay, for out-of-town travel in excess of two hundred (200) kilometers.

**SECTION E- GENERAL HOLIDAYS**

- i. All regular employees shall be entitled to eleven (11) Statutory holidays as follows:

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

In addition to the foregoing, employees shall be entitled to any day declared a holiday by the Federal, Provincial, and/or Municipal governments, providing the Company is paid as such. Likewise if any Government rescinds any Statutory holiday, then such named holiday will be deleted from the list.

- ii. Payment for the above mentioned holidays shall be in an amount equal to the daily gross earnings of the employee, and will become payable on the first regular payday following these dates.
- iii. Any driver that is required to work a regular shift on a Statutory holiday will be paid two times the regular rate of pay for all hours worked on that holiday.

**SECTION F – VACATIONS**

- i. All regular employees under this Agreement will qualify for at least two (2) consecutive weeks' vacation after each year of continuous service, subject to conditions set out below.

Payment for such will be an amount equal to four percent (4%) of wages earned, remitted on or shortly after June 1<sup>st</sup> and December 1<sup>st</sup> of each year.

Any employee may request their vacation pay to be paid at the time of vacation.

- ii. Upon completion of three (3) years of service, all regular employees shall receive three (3) weeks' vacation with pay, 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 wages of the employee during the year in which he qualified for such vacation.

- iii. Upon completion of ten (10) years of service, all regular employees shall receive (4) weeks' vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to eight percent (8%) of the wages of the employee during the year in which he qualified for such vacation.

- iv. Upon completion of sixteen (16) years of service, all regular employees shall receive five (5) weeks' vacation with pay, at the end of each year of continuous service with the Company.

Payment for such vacation shall be in the amount equal to twelve percent (12%) of the wages of the employee during the year in which he qualified for such vacation.

- v. Regular employees shall also have the ability to request and be granted by seniority the ability to carry their allotted holidays, or part thereof to the next year, however the Company shall maintain the right to set the number of employees allowed to do this each year, consistent with the Company's normal operation.

**SECTION G - PENSION PLAN**

- i. Effective date of ratification, the Company will collect three dollars and thirty cents (\$3.30) per hour for full time employees on all hours worked, to the Teamsters Prairie Provinces Pension Plan (T4P)..
- ii. Contributions and remittances referred to above, shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.
- iii. Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:
  - a) The Union will advise the Company, in writing, of any delinquency.
  - b) If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
  - c) In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

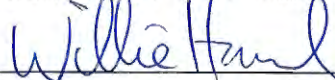
SIGNED THIS 30<sup>th</sup> DAY OF June 2016

**ON BEHALF OF THE COMPANY:**

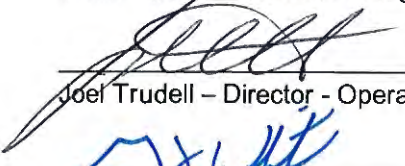
Diversified Transportation Ltd.



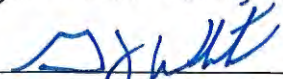
Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager



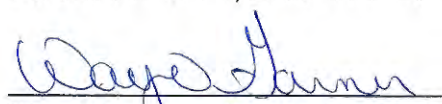
Joel Trudell – Director - Operations



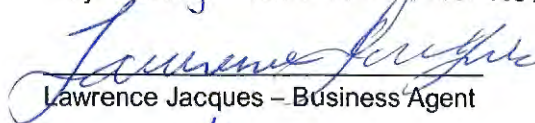
Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**

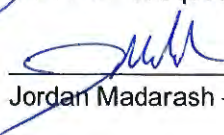
General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

**LETTER OF UNDERSTANDING #1**

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.  
**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
**RE:** LOCAL LIVING ALLOWANCE

In order to offset the living expenses of maintaining residence in the Fort McMurray area in the Regional Municipality of Wood Buffalo, the Employer will remit a Local Living Allowance to all active full-time employees. This allowance will be evenly distributed across the employee base regardless of seniority or opportunity to gain extra work.

The allowance will be paid out at the end of each month on the last business day of the month. The allowance will be paid as a separate payment from the employee's regular bi-weekly pay cheque. The allowance is subject to statutory deductions. These deductions will be taken at the time of the payout. Drivers will be eligible on the first (1<sup>st</sup>) calendar day of their first full month of full-time employment. Drivers who are staying in Company or Client supplied accommodation while in the region do not qualify for the allowance.

The Local Living Allowance will be subject to the following application guidelines:

- a) Vacation – while a Regular Driver is on an approved and scheduled vacation they will continue to be eligible for the allowance
- b) Parental Leave – while on Parental Leave they will be eligible to receive the Living Allowance for a maximum of ninety (90) days. This ninety (90) day period will commence in the month following the occurrence causing the leave.
- c) Medical Leave – while a Regular Driver is on WCB or short term disability, they will be eligible to receive the Living Allowance for a maximum of one hundred and eight (180) days. This one hundred and eight (180) day period will commence in the month following the occurrence causing the leave.
- d) Leave of Absence – as per current Company policy.

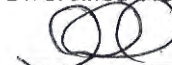
The Local Living Allowance will be calculated as follows:

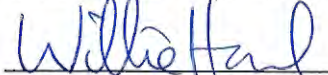
Effective Date of Ratification

\$1,000 per month

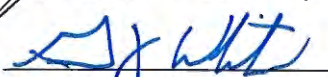
SIGNED THIS 30<sup>th</sup> DAY OF June 2016

**ON BEHALF OF THE COMPANY:**  
Diversified Transportation Ltd.

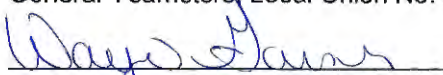
  
Mark Hannah – Vice President - Oilsands

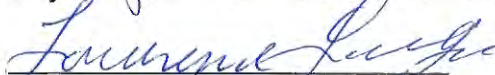
  
Willie Hamel – General Manager

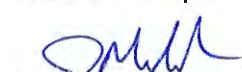
  
Joel Trudell – Director - Operations

  
Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362

  
Wayne Garner – Vice President/Business Agent

  
Lawrence Jacques – Business Agent

  
Jordan Madarash – Business Agent

LETTER OF UNDERSTANDING #2

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362

**RE:** CONSUMER PRICE INDEX (CPI) BASED PROVISIONS

Both parties mentioned in this letter agree to suspend any provisions in the Collective Bargaining Agreement that allow for any changes in compensation due to changes in the Consumer Price Index (CPI) for the life of this Agreement.

SIGNED THIS 30<sup>th</sup> DAY OF June 2016

**ON BEHALF OF THE COMPANY:**

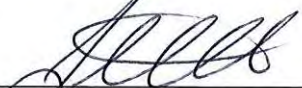
Diversified Transportation Ltd.



Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager



Joel Trudell – Director - Operations



Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

**LETTER OF UNDERSTANDING #3**

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.  
**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
**RE:** RECALL OF OUT OF COUNTRY VOLUNTARY LAYOFFS


In the event of a driver who accepts a voluntary layoff under Section 9:102, and intends to leave the Country during their voluntary layoff, the employee must declare their intention to leave the country to the Company at the time of the layoff. In such circumstances the recall date stipulated in their recall notice, issued at the time of the voluntary layoff, will be honored and not subject to recall that occurs earlier based on the Company's need. Should the Company need to recall earlier they will move to the next person on the recall list based on Seniority as stipulated in the recall process.

Should a driver who declared their intention to leave the country at the time of voluntary layoff re-establish residency in Canada during the voluntary layoff they must notify the Company and update their contact information immediately.

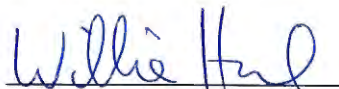
SIGNED THIS 30<sup>th</sup> DAY OF June 2016

**ON BEHALF OF THE COMPANY:**

Diversified Transportation Ltd.



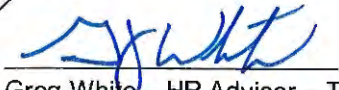
Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager



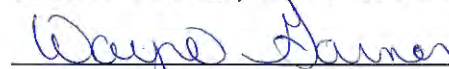
Joel Trudell – Director - Operations



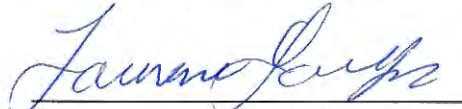
Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

LETTER OF UNDERSTANDING #4

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.  
Site Services Division

**AND:** GENERAL TEAMSTERS LOCAL 362

**RE:** MENTAL HEALTH AWARENESS IN THE WORKPLACE

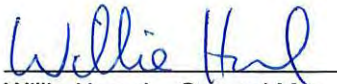
The Company agrees to have a program available for employees that will provide assistance and awareness to mental health related issues.

SIGNED THIS 30<sup>th</sup> DAY OF June 2016

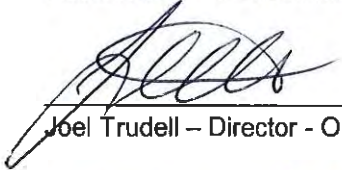
**ON BEHALF OF THE COMPANY:**  
Diversified Transportation Ltd.



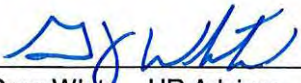
Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager

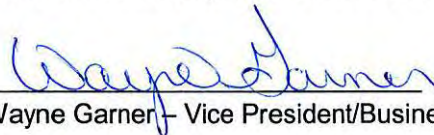


Joel Trudell – Director - Operations

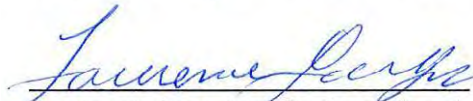


Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

**LETTER OF UNDERSTANDING #5**

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.  
**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
**RE:** LEADHANDS

The following individuals are performing duties as a Leadhand as of the date of this Agreement.

Syncrude  
Bernie Amyotte  
Byron Critch  
Ester Landry  
Gary Wik  
Jamie Dick  
Mukhtar Hussein

Suncor  
Paul Flynn  
Lili Gardner  
Claude Radolla  
Marg Hensbee  
Haider Bajwa

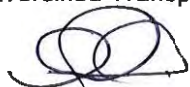
Albian  
Qaiser Awan  
Naveed Razzaq  
Ian Nobles  
Clayton Hazelwood  
Brian Henderson

These individuals will be "Red Circled" for the life of the Agreement at their current premium. It is understood that in the event one of these individuals resign their position of Leadhand they will be removed from the list.

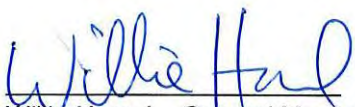
It is understood that in the event one of these individuals transfers between divisions or sub-divisions and retains a Leadhand position they will continue to remain on the list.

SIGNED THIS 30<sup>th</sup> DAY OF June 2016

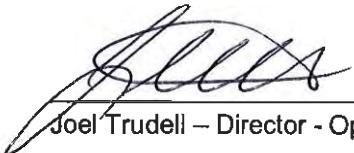
**ON BEHALF OF THE COMPANY:**  
Diversified Transportation Ltd.



Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager

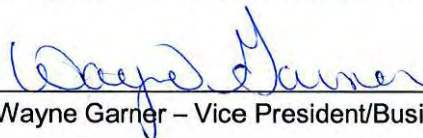


Joel Trudell – Director - Operations

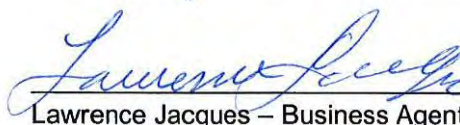


Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**  
General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

**LETTER OF UNDERSTANDING #6**

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362

In the event that the Company has the opportunity, through its existing or new clients, to bid on new projects or pieces of work which are in remote locations that would require fly in / fly out and camp, then the Company would offer this said work to DTL employees, under separate site specific agreements, pay rates and benefits. Upon the Completion or Conclusion of any such work, the employee's would be entitled to return to the divisional mainstream of DTL client work in a spare position, on a seniority basis, until the next mini or General Bid.

The Company has taken this position in order to ensure that we remain competitive in the changing Wood Buffalo market place. This consideration will allow our employees to bid on any such potential work by seniority and thus gain all the benefits and privileges which may be derived from a new opportunity of this nature.

It is understood that the Company's position on this matter is stated for clarity and is not a guarantee of the described work.

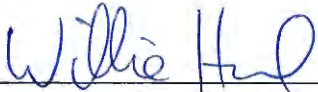
SIGNED THIS 30<sup>th</sup> DAY OF June 2016

**ON BEHALF OF THE COMPANY:**

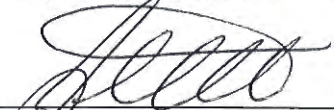
Diversified Transportation Ltd.



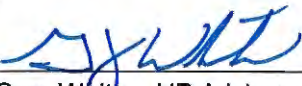
Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager



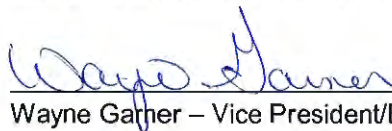
Joel Trudell – Director - Operations



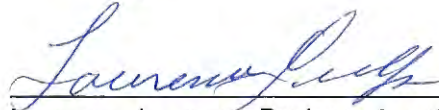
Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362



Wayne Gagner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

**LETTER OF UNDERSTANDING #7**

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362

The Company will ensure that work which has typically been assigned as "extra" work will continue to be assigned as extra work on a seniority basis and will not be assigned as work under the category known as "specials".

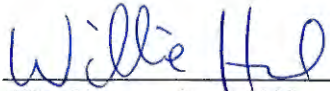
SIGNED THIS 30<sup>th</sup> DAY OF June 2016

**ON BEHALF OF THE COMPANY:**

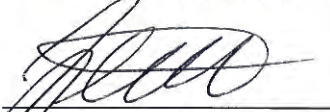
Diversified Transportation Ltd.



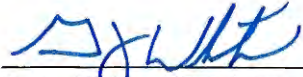
Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager



Joel Trudell – Director - Operations



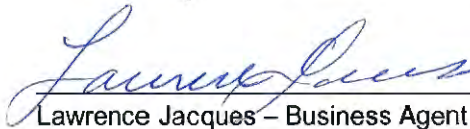
Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**

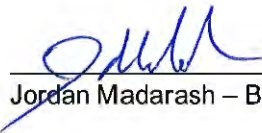
General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent

## LETTER OF UNDERSTANDING #8

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.

**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362

As part of the collective agreement and bargaining process and in conjunction with the grievance procedure and settlement, following numerous random discussions with employees and Union representatives, the Company has identified several key areas of employee concerns and is committed to working with its employees and the Union to find appropriate solutions.

The Company will begin implementing the following initiatives commencing from the date of ratification.

1) Policy Review Committee

- a) Development of a Policy Review Board with equal representation from the driver's group and management staff.
- b) Future Policy making in conjunction with unionized employee input and consultations.

2) Issues Resolution Board

- a) Development of a Resolution Board with equal representation from the driver's group and management staff. The primary purpose of the board is to review the on-going concerns of our employees.
- b) A Resolution Board will be established to hear and review matters relating to employee treatment, harassment, disrespect, communication failure and working conditions.
- c) All issues will be documented on a formal Action Log which will contain time frames and responsibility for completion. All issues brought to the Resolution Board will be reviewed at the next Labour/Management meeting.

3) Shift Pattern Committee

- a) A Shift pattern committee will be established for the purpose of reviewing shift patterns. The committee is to consist of Members of driving staff, Union and Management.
- b) Conduct a review with unionized employees to determine improvement opportunities for operator shift patterns.
- c) Implement changes as appropriate

4) Bid Preparation – Error free and Transparent:

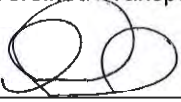
- a) Unionized employee input and involvement in final preparation and posting.
- b) Enhanced Union and management presence at all bids.

LETTER OF UNDERSTANDING #8 (Continued)

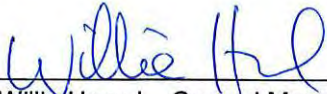
SIGNED THIS 30<sup>th</sup> DAY OF June 2016

**ON BEHALF OF THE COMPANY:**

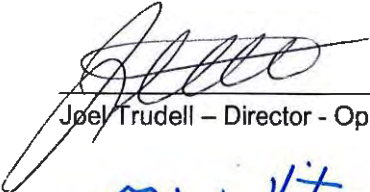
Diversified Transportation Ltd.



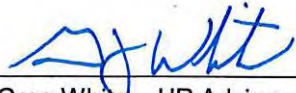
Mark Hannah – Vice President - Oilsands



Willie Hamel – General Manager



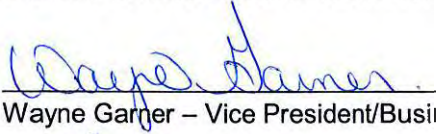
Joel Trudell – Director - Operations



Greg White – HR Advisor – Talent Acquisition and Labour Relations

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362



Wayne Garner – Vice President/Business Agent



Lawrence Jacques – Business Agent



Jordan Madarash – Business Agent