

Collective Agreement  
Between

CLEAN HARBORS ENERGY AND INDUSTRIAL  
SERVICES LP  
(OIL SANDS-RMWB)

Hereinafter referred to as the "Employer",

AND

TEAMSTERS LOCAL UNION NO. 362  
Affiliated with the International Brotherhood of Teamsters,  
of America

Hereinafter referred to as the "Union"

**Ratification through July 31, 2022**

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## **PREAMBLE**

This agreement, made and entered into this first day of August, 2013, by and between Clean Harbors Energy and Industrial Services LP, (Oil Sands – RMWB), hereinafter referred to as the Employer and the General Teamsters, Local Union No. 362 affiliated with the International Brotherhood of Teamsters Union, hereinafter referred to as the Union, WITNESSETH.

## **ARTICLE 1 - THE GENERAL PURPOSE OF THE AGREEMENT**

1.01 It is the purpose and intent of the Employer and the Union in making this Collective Agreement to develop, maintain and improve relationships between the Employer, the Union, and the Employees represented by the Union, by setting forth herein terms of agreement relating to rates of pay, hours of work, and conditions of employment.

The mutual interests of the Employer, the Union, and the Employees include the maintenance and improvement of both the quality and quantity of service to our customers so that we may keep and improve our competitive position in the market. Such improvements are the constant basis of growth opportunities. All Parties to this agreement will work toward effective performance to attain quality results and increase productivity. The Employer and the Union agree to meet at least two (2) times a year, for the purpose of promoting cooperation between the Employer and the Union and discussing issues relating to the workforce which affect the parties covered under this agreement.

1.02 Each of the parties hereto acknowledges the rights and responsibilities of the other Party and agrees to discharge its responsibilities under this Agreement.

1.03 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

There shall be no Union activity on Employer time which will interfere with or impede work being performed outside the obligations outlined in Article 5.06.

## **ARTICLE 2 - RECOGNITION AND REPRESENTATION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to matters arising under this Agreement for all drivers, labourers and operators working in and out of the Regional Municipality of Wood Buffalo, AB in the Oilsands Division, (CR-04653, Certificate #142-2012).

2.02 The term "Employee" and the word "Employees" whenever used in this Agreement shall mean those persons included in the bargaining unit set forth in Article 2.01. The above section is intended solely for the purpose of indicating recognition and identifying the scope of the bargaining unit.

Should an Employee, on a voluntary basis (i.e. helps out the Employer in an area where they require additional manpower) perform duties for the Employer outside of the scope of (CR-04653, Certificate #142-2012). Said Employee will be covered by all terms and conditions of the Agreement while working on a voluntary basis. The maximum time period said Employee can be absence from the Bargaining Unit under this provision is twelve (12) months.

2.03 Representatives of the Union who are not Employees of the Employer will not enter a Clean Harbors owned work site and/or Clean Harbors at any time without first, providing notification to the Director of Operations or designate. The representatives of the Union shall be subject to all safety/security rules of the Company and its clients while on premises. The Union covenants and agrees that the Union Representative will not interfere with the duties and productivity of employees while on the Employer's premises. Any meeting/gathering to be held will be at an area designated by the Employer within the site.

2.04 There will be no revisions, amendments or alterations of the Bargaining Unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by mutual agreement of the Parties.

## 2.05 Union Security

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 (15<sup>th</sup>) 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, columns showing all Monthly dues submitted for Members along with current address, postal code, date of hire, date of termination 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;

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. Provided (Para 5) is adhered to, the Union will provide to the Employer, the check-off list no later than the twenty fifth (25<sup>th</sup>) day of the month from what the date is indicated on the check-off list. There shall be no responsibility on the part of the Company with respect to employment of probationary Employees should they be laid off or discharged during the probationary period.

2.06 **Initiation Fees** - The Employer agrees to deduct the Initiation Fees authorized by the Union in writing, under the terms and conditions outlined in Article 2.05, from each new employee who is not a member of the Union upon completion of the thirty calendar days (30) of employment.

2.07 **Employer Saved Harmless** - The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, demands, actions, or causes of action arising out of or in any way connected with the collection of such dues and initiation fees from such employees.

2.08 **Stewards** - At the discretion of the Union, Shop Stewards shall be appointed or elected. There shall be no discrimination against the Shop Stewards for lawful Union activities, and the Shop Stewards shall not let their duties unduly interfere with their regular work assignments. For the purpose of Lay-off, the Chief Stewards will be deemed to be the senior man.

The Union will advise the Company, in writing, of the names of the Shop Stewards and identify the Chief Steward who will be employees who have completed their probationary period, at the time of signing of the Agreement, and within five (5) days of any change of employees selected to so act during the term of this Agreement. The Employer shall not be obliged to recognize such personnel until it has been so informed.

Should the Employer find that a Steward's activities interfere with the normal course of his duties or the duties of other Employees, the Employer may contact a representative of the Local Union and/or register a grievance.

If the Company disciplines or discharges a Shop Steward, the Union shall be advised prior to such discipline or discharge, and the Steward shall have the right to representation from his Chief Steward or Union Business Agent.

An Employee called into the Employer's office for any discussion which may result in discipline or a grievance must be advised by the Employer of his right to be accompanied by a Steward or Business Representative.

For the purpose of this Agreement the officers of the Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility for the purpose of insuring that this agreement is faithfully carried out.

It shall be the Steward's duties to process grievances as outlined in this Collective Agreement. The Steward's duties shall in no way conflict with their duties to the Employer and he/she shall be held responsible for the same quantity and quality of work as other employees. The parties hereto agree that the Steward occupies a position of leadership and responsibility to see that this Agreement is faithfully carried out.

Stewards have regular duties to perform on behalf of the Employer, and such persons shall not leave their regular duties without requesting and obtaining permission of their immediate supervisor, and such permission will not be unreasonably withheld. When resuming their regular duties, they shall report to their immediate supervisor and will give a reasonable explanation with respect to their absence, when requested to do so.

The Steward shall be paid his normal rate of pay for time spent during his regular working hours in processing a grievance at the appropriate step of the grievance procedure. This provision shall not apply to time spent in connection with grievances processed beyond Step 3 of the grievance procedure as outlined herein.

The Union shall notify the Employer, in writing, of any changes in personnel of the Union officers before the Employer shall be required to recognize them.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Employer retains the exclusive right to manage the business, to direct and control the business and workforce, and to make any and all decisions affecting the business, including, but not limited to the following:

1. the exclusive right to plan, determine, direct and control the nature and extent of all its operations and commitments;
2. to determine the methods, procedures, materials and operations to be used to discontinue their use by Employees of the Employer;

3. to maintain efficient operations;
  4. to hire, ensure the fitness for duty, train, promote, transfer, layoff, and recall Employees;
  5. to require Employees to participate in training;
  6. to assign work and overtime to Employees;
  7. to transfer and assign Employees;
  8. to determine the methods of investigating alleged Employee(s) misconduct; to search an Employee's person, vehicle, personal property or any Employer property which an Employee uses and to seize any Employer property and such search shall be with the employee and/or his designate;
  9. to select and determine the number of its employees;
  10. to direct, instruct, control and schedule the Employees;
  11. to determine and evaluate competency;
  12. to determine and evaluate fit for duty;
  13. to determine which programs and contracts to enter;
  14. to determine the work duties of Employees;
  15. to establish, amend, enforce, work rules and regulations, policies and procedures, as well as safety standards;
  16. to determine job content and qualifications;
  17. to determine medical and health care standards;
  18. to assess skill-set for positions that are more technical in nature by use of standardized testing, and to determine eligibility for inter-departmental transfers based on the results of these tests;
  19. to install or remove equipment;
  20. to expand the business operations by acquisition, merger or other means;
  21. to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by Employees of the Employer;
  22. to specify and enforce a dress code for Employees and to determine the manner by which clothing is worn;
  23. to meet and discuss with Employees issues of Employer or Employee concern;
  24. to assign Employees to perform any job duties they are qualified to perform at any site location;
  25. and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not;
  26. to determine the locations of its operations;
  27. to open, close, consolidate and relocate its operations;
  28. to install, introduce or remove any new or improved service methods, work procedures, facilities or equipment;
  29. discontinue the operation of the Employer by sale or otherwise, in whole or in part, at any time;
  30. to sell the business or assets at any time;
  31. to create, modify and abolish modified work programs for Employees who have suffered a work-related injury or illness;
  32. to change, combine or abolish Employee classifications;
  33. in emergency situations to schedule and carry out any temporary shutdown of operations as necessary to meet the needs of the business. During this time Employees will not be paid but may apply accrued vacation. The Employer may transfer or assign Employees as needed;
  34. to create, modify, and abolish work shifts, the starting and ending times of the work shifts, work schedules and vacation schedules (emergencies).
- 3.02 The provisions of this Agreement do not prohibit the Employer from directing any person not covered by this Agreement to perform any task. The Employer, therefore, has the right to schedule management, supervisory, or other personnel not in this bargaining unit to perform any task at any time, as long as such assignment does not otherwise violate this Agreement.
- 3.03 The selection of lead hand employee(s) and supervisory employee(s) shall be the sole responsibility/discretion of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.
- 3.04 Should a specific provision of this Agreement directly conflict with an enumerated right under this Article, the specific Agreement shall prevail over the enumerated right.

## **ARTICLE 4 - NON-DISCRIMINATION**

- 4.01 The Employer and the Union agree that no Employee covered by this Agreement shall be discriminated against on the basis of race, colour, religious beliefs, gender, age, physical disability, mental disability, source of income, family status, sexual orientation, marital status, place of origin, and ancestry.
- 4.02 The Parties agree that bullying, harassment, discrimination and violence are not tolerated in the workplace. Every reasonable effort will be taken to ensure no Employee is subjected in any form. The Union will cooperate with the Employer to eliminate any form of bullying, harassment, discrimination and violence in the workplace as well as any disruptive, intimidating or unprofessional conduct. The Union will support Employer policies and standards in that regard.
- 4.03 An alleged violation of this Article shall be subject to the arbitration provisions of Article 5 Grievance and Arbitration Procedure.

## **ARTICLE 5 - GRIEVANCE & ARBITRATION PROCEDURE**

- 5.01 The Parties to this Agreement recognize the Stewards and the Representatives specified in Article 2, 2.01 as the agents through which Employees will process their grievances.
- 5.02 **Grievances**
- a) "Grievance" means a complaint or claim concerning improper discipline or discharge or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
  - b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of Employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.
  - c) Policy Grievances
    - i) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of the Agreement.
    - ii) A "Policy Grievance" will be signed by a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or their Representative.
  - d) Any grievance referred to above will identify:
    - i) The facts giving rise to the grievance;
    - ii) The section or sections of the agreement claimed to be violated;
    - iii) The relief requested; and
    - iv) Where practical, will be signed by the Employee or Employees involved unless it is a policy grievance.
- 5.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean work days. A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. The time limits will resume on the date of such unilateral declaration from where they left off at the last step filed by either Party, the Parties may agree in writing to extend the time limits at any time.

- 5.04 The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than ten (10) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the Parties hereto relating to the interpretation, application or administration of this Agreement.
- 5.05 The Employer retains the right to review a grievance that has been presented late and maintain the right to use as a defense, timeliness of filing the grievance.
- 5.06 No Employee will have a grievance until the Employee has discussed the complaint with their on duty Supervisor. An Employee covered by this Agreement may informally discuss a problem with their Supervisor at any time. Nothing in this Agreement shall prevent an Employee from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union Representative. The resolution of a problem reached by the Employer and an Employee shall not be binding on the Union. If the Employer does not promptly settle the matter to the Employee's satisfaction; an Employee's proper grievance may be processed as follows:

**STEP 1** - If a grievance is to be filed it will be within ten (10) work days, be delivered in writing and will be presented to the Operations Manager by a Steward or a Union Representative. A meeting will be held between the Union Representatives together with the Operations Manager (or designate). This meeting will be held within ten (10) work days of the presentation of the written grievance by one Party to the other Party's designated representative. The responding party will notify the grieving Party of their decision in writing within ten (10) work days of such meeting.

**STEP 2** - If the grievance is not settled at Step 1, a Union Representative will within ten (10) work days of the day this decision should have been made, submit a written grievance to the Director of Operations (or designate). A meeting will be held between the Union Representatives together with the Director of Operations (or designate). This meeting will be held within ten (10) work days of the presentation of the written grievance by one Party to the other Party's designated representative. The responding party will notify the grieving Party of their decision in writing within ten (10) work days of such meeting.

**STEP 3** - If the grievance is not settled at Step 2, a Union Representative will within ten (10) work days of the day this decision should have been made, submit a written grievance to the Vice President (or designate). A meeting will be held between the Union Representatives together with the Vice President (or designate). This meeting will be held within ten (10) work days of the presentation of the written grievance by one Party to the other Party's designated representative. The responding party will notify the grieving Party of their decision in writing within ten (10) work days of such meeting.

**STEP 4** - In the event that the grievance is not settled at Step 3, the party having the grievance may serve the other party with written notice of desire to arbitrate within ten (10) work days of the delivery of the decision or within ten (10) days of the date on which the decision should have been made in Step 3 to the other party. Failure to so request arbitration within the aforesaid ten (10) work day period shall constitute a waiver of the grievance. Copies of all correspondence concerning arbitration shall be served on the other party.

5.07 **Union Policy Grievance or Employer Grievance**

- a) A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union will be held with ten (10) work days of the presentation of the written grievance and will take place within the framework of Step 2 Article 5.06 hereof. The Employer or the Union, as the case may be, will give its written decision within ten (10) work days after such meeting has been held.



- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within twenty (20) work days of the delivery of such written decision and the arbitration section of this Agreement will be followed.
- 5.08 **Arbitration** - If either party timely raises an issue of procedural arbitrability at any time, the Arbitrator shall hear and decide the issue of procedural arbitrability before hearing any evidence or statements regarding the merits of the grievance.
- 5.09
- a) There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the Employer and the Union. Accordingly, in the absence of mutual consent of the Parties, an Arbitrator may not be presented with or rule upon more than one grievance, provided that either Party may submit a group grievance to arbitration in accordance with this Article. It is the desire of the Parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the Parties agree otherwise in writing.
  - b) Only the Union and the Employer or either's authorized representative may present or defend the grievance.
  - c) The Arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific Articles and Section(s) of the Agreement as listed on the grievance.
  - d) The decision and award of the arbitrator shall be final and binding upon the Parties to this Agreement and the Employees covered hereby to the extent provided by law.
  - e) The fees and expenses of the arbitrator and the hearing room shall be shared equally by the Parties.
- 5.10 Failure of the Employer, Employee or the Union to meet any deadline at any Step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Any time limits in this Article can be waived by the written mutual agreement of the Parties. The Parties may waive the holding of a meeting altogether by mutual agreement in writing.

## **ARTICLE 6 - NO STRIKES- NO LOCKOUTS**

- 6.01 During the term of the Agreement, or while negotiations for a further agreement or any extension thereof are being held, the Union will not permit or encourage any cessation of work, strike, slowdown, any unauthorized stoppage of work, otherwise restrict or interfere with the Employer's operation through its members.
- 6.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its Employees. There shall be no strikes, work stoppages, interruption or impeding of work. No officer or representative of the Union, shall authorize, instigate, aid or condone, any such activities.
- 6.03 The word "strike" and the word "lockout" as used in Article 1.03 and 6.01 shall have the same meaning given to those words in the Alberta Labour Relations Code.
- 6.04 In the event that a violation of the Article occurs, the Local Union and all its officers shall immediately, after notice of the beginning of a violation of this Article, declare such action to be a violation of this Agreement and immediately instruct their members to return to work, in which case there will be no financial liability on the part of the Local Union.

- 6.05 Any Employee who violates the provisions of this Article shall be subject to discipline, up to and including discharge, at the sole discretion of the Employer and without recourse to the grievance procedure, other than for the purposes of determining whether or not a violation of this Article occurred and whether or not the individual, in fact, participated in a violation of this Article.

## **ARTICLE 7 - SENIORITY**

- 7.01 a) Seniority shall be based on the length of continuous service an Employee has been on the payroll within the Bargaining Unit, subject to Article 7.02.

Every Employee hired by the Employer hereafter shall serve a probationary period of one hundred and fifty (150) calendar days at the wage stipulated in this Agreement for his/her particular classification. During this probationary period, new Employees shall be entitled to all rights and privileges of this Agreement. However the employment of such new Employees may be terminated at any time during the probationary period without recourse to the grievance procedure (for said termination see section 21.05). After completion of the probationary period, if satisfactory, he/she shall become a regular full time Employee and shall be paid at the full rate of pay of his/her classification as indicated in Schedule "A". The Employee(s) seniority shall commence from their most recent date of hire.

- b) Seniority for seasonal employees shall be cumulative based on the total time under the employ of the company, provided the seasonal employee performs work for the employer within twelve (12) months from the effective date of release from employment. Seasonal employees will be held on a separate seniority list (excluded from section 7.08).

- 7.02 An Employee shall lose all seniority and his/her employment shall be deemed to have been terminated if he/she:

- a) voluntarily quits the employ of the Employer;
- b) is discharged and not reinstated through the grievance procedure;
- c) does not perform any work for the Employer due to layoff for a period of twelve (12) months; excluding absences due to medical conditions.
- d) fails to return to work upon termination of an authorized leave of absence (excluding medical) unless prior arrangements acceptable to the Employer have been made for an extension of such leave. Such requests for an extension shall be in writing to the Manager with a copy to the Union Business Agent prior to the expiry of the originally authorized leave of absence;
- e) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- f) fails to advise of his/her intention to return to work within three (3) consecutive work days of being notified by the Employer (by calling or communication in a time and date stamped fashion). Following such notice, if no contact is received within three (3) consecutive work days in a time and date stamped fashion a registered letter advising that their employment has been terminated will be sent;
- g) fails to report for work for three (3) consecutive work days without a reason acceptable to the Employer; this clause shall not be interpreted as condoning any absence without permission;
- h) refuses to consent to the Employer requested scheduled independent medical examination;
- i) refusal of modified work that complies with the employees restrictions and limitations and the employee's work schedule will be taken into consideration when scheduling the modified duties.

- 7.03 It shall be the duty of Employees to notify the Employer promptly of any change in their address and phone number. If an Employee fails to do this, the Employer shall not be responsible for failure of a notice to reach such Employee.
- 7.04 An Employee promoted to a position beyond the scope of this Agreement will retain the seniority he or she had at the time of such promotion but will not continue to accumulate seniority.
- 7.05 A person who is rehired after losing his/her seniority will, at the discretion of the Employer, be subjected to probationary period. This clause does not pertain to seasonal employee(s) who have performed work for the employer within the previous twelve (12) months.
- 7.06 a) In filling regular full time job vacancies and in cases of promotion or of increase in the work force, the following factors will be considered. In conjunction with the factors below an Employee cannot have one of the following in their file in a rolling six (6) month period: suspension, discipline, or procedural deviation, or vehicle collision incident.

(i) Qualifications

(ii) Seniority

Where between Employees the factors in (i) and (ii) are relatively equal in the discretion of the Employer, the senior qualified Employee will be selected.

- b) The Employer agrees to post regular full time job vacancies for the Bargaining Unit Members consideration for three (3) days. Access to such postings will be made available to all Employees whom are actively on lay off. During the posted period the Employer may temporarily fill the job as it deems proper. Selection shall be made in accordance with the provisions of Article 7.06 (a) above with priority given firstly to members actively working within the Bargaining Unit. Employees interested in the vacancy must make application during the posting periods apparent three (3) work days. Successful applicants will be required to receive an offer letter outlining the details of the full time job vacancy awarded. Such offer letters will be consistent with the terms and conditions of this Agreement. Nothing contained herein shall be interpreted as requiring the Employer to fill any vacancy. If there are no suitable applications, the Employer may fill the vacancy by temporary assignment within the bargaining unit or from any other outside source. The Employer agrees that it will not engage temporary employees, students or agency employees, dependent or independent contractors to perform full time work normally performed by members of the bargaining unit so long as there are seniority employees on layoff who are fully qualified to perform the work required for a full time position.
- 7.07 In the event of a site/branch layoff, Employee(s) shall be laid off according to qualifications and seniority. Employee(s) shall be recalled in the order of their seniority providing they have the qualifications to perform the available work. No new/additional Employee(s) will be hired at that site/branch until those who are on layoff have been given an opportunity of re-employment provided they have the necessary qualifications for the available job.
- 7.08 In the event of a layoff/displacement, impacted employee(s) of a site/branch will have the right to bump the least senior employee(s) at the site or branch providing they have the qualifications to perform the available work. If no positions are available then the impacted Employee(s) will have the right to displace the least senior employee in the unit. A layoff event is defined as a single individual receiving layoff notification.

The Parties agree to the following protocol for those Employees whom elect to "Bump" under Article 7.8.

Should an Employee elect to exercise his/her bumping rights said Employee will have the option of being placed by the Employer into a position held within their existing classification at the time of lay off.

Should said Employee choose to exercise his/her seniority rights and bump into a lower different classification, said Employee will assume the available position to which the Employee is qualified at the rate of pay indicated in the Collective Agreement.

Should an Employee affected by a layoff elect, or is required as per 7.8, to be placed on recall, said Employee will be required at time of layoff to indicate whether they prefer to be recalled back to a full time Camp, Local, Suncor Multi Use, or all potential recall opportunities. The Employee's choice will be documented by the Employer and the Employee will be provided with a copy of the document referencing his/her choice. During the recall period an Employee may be contacted by the Employer and recalled by telecom (excluding SMS) and a mutually agreed time will be reached between the Employer and the Employee to report for work. The Employer will be required to reference the agreement reached by telecom on recall, including the return to work date, in an offer letter sent to the Employee. In no event, unless agreed to by the Employee, will a Employee be required to report for work in a period of time less than fourteen (14) calendar days. Excluding Acts of God, all pre-employment testing must be completed and passed prior to reporting for work in the fourteen (14) day period. Failing contact by telecom the provisions of Article 7.2 f) will remain in full force and effect.

- 7.09 Every employee shall be given the opportunity to undergo site specific orientation in order to exercise their rights under Article 7 section 7.08.
- 7.10 The Employer will provide the Local Union updated seniority lists on a monthly basis. Such up to date listings will be posted and maintained by the Local Union. Any Employee wishing to protest his seniority date, may do so in the Months of January and July by reducing said protest to writing and submitting same to his Supervisor and the Union. The above windows of time will not apply to any protests to the accuracy of seniority listing related to the filling of job vacancies and/or openings, or in the event of a reduction in the workforce. Probationary Employees must raise any concerns regarding their seniority date one (1) month after the completion of their probationary period. Any disputes to the resolution will be subject to the Grievance Procedure as outlined in Article 5.

## ARTICLE 8 - LEAVES OF ABSENCE

- 8.01 **Personal Leaves of Absence** - Individual Employees may, with the Employers consent in writing obtain a leave of absence without pay. The written consent shall state the dates on which the leave of absence begins and ends. A leave of absence for personal reasons will ordinarily not be granted for more than thirty (30) calendar days.
- 8.02 Following an approved leave of absence, Employees who fail to report to work without giving a justifiable reason acceptable to the Employer will be deemed to have voluntarily quit.
- 8.03 **Compassionate Leave of Absence** - Employees who have to be away from work temporarily to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks (six months). A maximum of six weeks of compassionate leave may be granted upon proof of eligibility. Effective January 1, 2018, a maximum of twenty seven (27) weeks of compassionate leave may be granted upon proof of eligibility.

For the purpose of compassionate leave a family member is defined through the Employment Insurance Compassionate Care Benefits outlined by Service Canada.

Upon returning to work, Employees will be required to indicate in a time and date stamped communication their intention to return and will be reinstated to their former position or a comparable position with at least the same pay and other benefits as they received prior to the leave.

- 8.04 All leaves of absence shall be without pay. No loss of credit will occur as a result of being on a leave of absence, but no benefit credit will accrue for the duration of the leave. The Employee will be responsible for paying the entire cost of his/her group insurance while on a leave of absence.

- 8.05 It shall be the duty of Employees to notify the Employer promptly of any change in their contact information and to remain in communication with the Employer on a bi-weekly basis throughout the duration of the leave.
- 8.06 **Medical Leave of Absence** - A medical leave of absence will be granted when medical conditions require absence from work for a period of time. Such leaves will be granted only upon written request accompanied by written verification from the Employee's physician which clearly identifies the duration of the absence and prognosis of the condition. A medical leave of absence will be granted for a maximum period of seventeen (17) weeks unless the Employee has applied for short term disability (STD). In no event shall a medical leave of absence and/or its extension(s) continue for a cumulative period of greater than twelve (12) months. This period can only be extended upon written request if approved by the Employer and accompanied by a physician's documentation of restrictions, limitations and prognosis.

Prior to returning from such leave the Employee must present to the Employer the written Employer's Return to Work Form from the Employee's physician to return, including the restrictions and limitations based on the physical demands of the role, if applicable. In the event of any question as to the Employee's physical ability to fully perform his/her job, the Employee may be required to undergo post medical testing and/or a physical examination by a physician selected by the Employer, said examination to be at the Employer's expense. Employees may return to work once all of the required steps have been completed and all results are received and cleared. All reasonable efforts will be made by the parties (Employer/Employee) to have the process completed in a time frame of two (2) weeks or less and taking into considerations all the specific facts of the case.

All language in this section will comply with Federal and Provincial legislation.

#### **ARTICLE 9 - WORK WEEK AND WORK DAY**

- 9.01 The regular work day shall be eight (8) consecutive hours or forty four (44) hours per week. All work schedules are at the sole discretion of the Employer and are subject to change due to the needs of the business. The provisions of the Agreement respective of compressed work week schedule shall constitute an overtime agreement pursuant to the Alberta Employment Standards Code. Overtime provision and premium pay are subject to the terms and conditions of Article 10.

Employees assigned out of the AD HOC Branch UF, UFH, XM on a current project will not be displaced by a higher senior person out of that AD HOC Branch until completion of the project, however the work will be allocated in order of qualification and seniority upon the arrival of the next scheduled shift rotations.

- 9.02 The Employer will observe payday on Friday of the week following the week in which the work was performed.
- 9.03 During the term of this Agreement the Employer at its discretion may move with the appropriate advance notice to Employees, and Union, to biweekly (every other week) pay periods Sunday through Saturday.
- 9.04 During the term of the Agreement, the Employer commits to when they initiate a change in an Employee's schedule from nights to days, the Employer will compensate the Employee for any flight change fees due to the change and will compensate that Employee for pay associated with lost time within a shift rotation.

## ARTICLE 10 - OVERTIME AND PREMIUM PAY

- 10.01 a) Compressed work weeks will be accounted for in all circumstances as it pertains to the payment of overtime pay. Examples below of Compressed work weeks but not limited to:

Compressed Work Week (i.e. straight time up to 12 hrs/day)

On a 7/7 shift schedule, Straight Time (ST) rates will apply on the first 84 hours worked in a 7 day period. Overtime (OT) rates will apply on each hour worked beyond 84 hours in a 7 day period.

On a 14/14 shift schedule, Straight Time (ST) rates will apply on the first 168 hours worked in a 14 day period. Overtime (OT) rates will apply on each hour worked beyond 168 hours in a 14 day period.

- b) For work schedules other than compressed work weeks, examples of the most common, but not limited to, are as follows:

On a 20/10 shift schedule (10 days, 10 nights, 10 off), Straight Time (ST) rates will apply on the first 44 hours worked in a 7 day period. Overtime (OT) rates will apply on each hour worked beyond 44 hours in a 7 day period. Overtime (OT) rates will apply on each hour worked beyond 8 hours in a day.

On a 6/6 shift schedule (3days, short change, 3 nights, 6 off), Straight Time (ST) rates will apply on the first 8 hours worked in a day. Overtime (OT) rates will apply on each hour worked beyond 8 hours in a day.

On a 5/5/4 shift schedule (5 days, 5 off, 4 days, 4 off), Straight Time (ST) rates will apply on the first 8 hours worked in a day. Overtime (OT) rates will apply on each hour worked beyond 8 hours in a day.

- 10.02 Under no circumstance shall overtime be allowed to pyramid.

- 10.03 An Employee assigned to fill an emergency absence of a continuous Employee may finish the shift without regard to seniority provisions of Section 10.01 above of this Article.

- 10.04 Overtime will be offered first to those Employee(s) who work in, are assigned to the area at where the overtime exists unless specialized skills and abilities are required, however, the Employer reserves the right to fill the vacancy with Employee(s) as needed by qualifications and seniority, with manpower filled from the AD HOC branches UF, UFH, and XM provided the Employee is on their regular shift rotation at the commencement of the work in question and no other opportunities for AD HOC work outside of the vacancy exists. When no one is available from the AD HOC branches UF, UFH, and XM, the Employees from the assigned area will be called into fill the vacancy.

Employees outside of the AD HOC branches will be required to indicate their willingness to sign up for extra work in a manner provided by the Employer.

In cases where all things are equal, overtime will be assigned in order of seniority provided the Employee has the qualifications to do the work.

An Employee working on a job at the end of their shift may be required to finish that specific job without regard to the seniority provisions of this Article in the event of an operational necessity.

Nothing in this Agreement shall, in any way diminish the Employer's rights in its discretion to require Employees to perform overtime, subject to qualifications and seniority.

**ARTICLE 11 - PAID BREAKS**

- 11.01 Employees shall be allowed a one half (1/2) hour unpaid lunch break. The parties agree that Employees who receive paid lunch breaks due to the terms and conditions (T&Cs) of contracts signed with Clients will continue to receive such as long as the T&C's are intact.
  - a) Employees shall receive a fifteen (15) minute rest period during the first half of their scheduled shift. Employees shall receive a fifteen (15) minute rest period during the second half of their scheduled shift.
  - b) The lunch break and rest periods will be at times and places designated by the supervisor.

**ARTICLE 12 - STATUTORY HOLIDAYS**

- 12.01 The following days shall be recognized as statutory holidays and employees who have acquired seniority will be paid for these holidays at the employees regular straight time hourly rate of eight (8) hours pay. The parties agree that in the event that the Employee is working a compressed work week, Statutory Holiday Pay will be paid at twelve (12) hour regular straight time rate of pay opposed to the eight (8) regular straight time rate as reference in Article 12.1.

NEW YEAR'S DAY	THANKSGIVING DAY
FAMILY DAY	REMEMBERANCE DAY
GOOD FRIDAY	CHRISTMAS DAY
VICTORIA DAY	BOXING DAY
CANADA DAY	LABOUR DAY
CIVIC HOLIDAY	

- 12.02 An Employee shall not be paid for any holiday;
  - a) if he/she has been absent on his/her scheduled work day immediately preceding or succeeding such holiday, without reasonable cause acceptable to the Employer, or
  - b) if the holiday occurs while he/she is on a leave of absence.
- 12.03 Holiday hours paid shall not be considered hours worked for the purpose of determining overtime in a work week. An employee who is scheduled to work on the day of observance of one of the statutory holidays, and who works on such statutory holiday shall receive in addition to the holiday pay provided in Section 12.01, pay at the rate of one and one-half (1.5) times his/her regular hourly wage rate for all hours worked on the statutory holiday
- 12.04 Routine scheduling shall be followed during weeks in which holidays are observed.
- 12.05 When one of the following holidays designated in this Agreement falls within an Employee's scheduled vacation period, the Employee shall be paid such holiday pay.

**ARTICLE 13 - VACATIONS**

- 13.01 Vacation pay is calculated as a percentage of regular wages for the year for which the vacation was earned with the exception of the first year of employment where it will be calculated on a prorated basis.

The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>. The Employee must submit in writing a vacation request by December 15<sup>th</sup> of the previous year. The Employer will consolidate the preferences, make any changes required and post the vacation schedule by January 15<sup>th</sup> of the vacation year. For the purposes of vacation, a vacation week is defined as seven (7) days.

Regular full time Employees shall receive vacation by seniority according to the schedule below. Vacation pay is calculated as a percentage of regular wages for the year for which the vacation was earned with the exception of the first year of employment where it will be calculated on a prorated basis.

13.02 Payment for Vacations:

- |    |  |                     |
|----|--|---------------------|
| a) | First five (5) years of employment                     | four percent (4%);  |
| b) | In the sixth (6) and up to the eleventh (11)           | six percent (6%);   |
| c) | In the eleventh (11) and up to the twentieth (20) year | eight percent (8%); |
| d) | Twenty (20) or more years completed                    | ten percent (10%);  |

13.03 Vacation Eligibility

Vacation eligibility shall be:

- |    |  |                  |
|----|--|------------------|
| a) | First five (5) years of employment                     | two (2) weeks;   |
| b) | In the sixth (6) and up to the eleventh (11)           | three (3) weeks; |
| c) | In the eleventh (11) and up to the twentieth (20) year | four (4) weeks;  |
| d) | Twenty (20) or more years completed                    | five (5) weeks;  |

The current Employees that are receiving the six percent (6%) upon date of ratification will be "Red Circled" will continue to receive the six percent (6%).

13.04 Any changes to an Employee's vacation schedule may be impacted due to operational needs. The Employer will not abuse this clause and will try to avoid cancelling any vacation except in cases of emergency. If the Employer cancels a vacation, it will pay any penalties the Employee must pay to change his/her vacation providing such penalties are made known at the time of cancellation, and a receipt is provided for same. A minimum of ten (10) days' notice is required to cancel any Employees vacation.

13.05 Following a vacation leave of absence, Employees who fail to report to work without giving a justifiable reason acceptable to the Employer will be deemed to have voluntarily quit.

**ARTICLE 14 - REGISTERED RETIREMENT SAVINGS PLAN**

14.01 Clean Harbors Retirement Savings Program is offered to Employees through a third party provider. The Plan will be administered in line with the plan design which may be subjected to change. Participation in this program is at the option of the Employee.

14.02 Employee eligibility will commence for regular full time Employees the first of the month following three (3) months of continuous service. Employer contributions will be vested after two (2) years of participation in the plan.

**ARTICLE 15 - GROUP INSURANCE**

15.01 Employees will be covered under the Clean Harbors Canada group benefits program. The Plan is administered by a third party provider and in accordance with the Plan Design. The Employer reserves the right to administer and modify the program.

15.02. Employees will be deducted a contribution to the benefit costs as determined from time to time by the Employer. The basis of this contribution shall be the same as for all Employees participating in the plan.

15.03 Employment Insurance reductions, if any allowed to the Employer by virtue of the existence of a short term disability Plan shall be retained by the Employer for the provision of the benefits in this Article.

**ARTICLE 16 - CALL-IN PAY**

16.01 When an Employee is called in for work and reports as requested by the Employer, he/she shall receive a minimum of four (4) hours work or pay in lieu thereof at the regular hourly rate. This minimum of four (4) hours will not apply to Employees who are called in for work and work into their regularly scheduled shift. However, such Employee will be entitled to work his/her regularly scheduled shift.



## **ARTICLE 17 - JURY DUTY**

- 17.01 An Employee who is selected and provides a copy of the subpoena for Jury or Crown Witness duty will be granted a leave of absence for that purpose provided the Employer is notified.
- 17.02 Following a Jury Duty leave of absence, Employees who fail to report to work without giving a justifiable reason acceptable to the Employer will be deemed to have voluntarily quit.

## **ARTICLE 18 - BEREAVEMENT LEAVE**

- 18.01 A maximum of three (3) days off with pay is allowed upon the death of a spouse, domestic partner, child or stepchild, parent, domestic partner's parent, child, sibling and child (including foster or stepparent), brother, sister, mother-in-law or father-in-law, provided the Employee provides proof of death to their supervisor.
- 18.02 One (1) day off with pay is allowed to attend the funeral of a grandparent (including foster or step grandparent), grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law provided the Employee provides proof of death to their supervisor if the funeral occurs on a scheduled work day.
- 18.03 Following a bereavement leave of absence, Employees who fail to report to work without giving a justifiable reason acceptable to the Employer will be deemed to have voluntarily quit.

## **ARTICLE 19 - RESERVIST LEAVE**

- 19.01 A reservist is a member of the reserve force of the Canadian Forces as defined in the National Defence Act (Canada).
- 19.02 Under the Employment Standards Code, Employees who are reservists are entitled to an unpaid, job-protected leave of absence when deployed to an operation outside of Canada (including any required pre- or post-deployment activities) or inside Canada to assist with an emergency.
- 19.03 In addition, a reservist will be entitled to unpaid leave of up to twenty (20) calendar days each calendar year to participate in annual training.
- 19.04 Following a Reservist leave of absence, Employees who fail to report to work without giving a justifiable reason acceptable to the Employer will be deemed to have voluntarily quit.

## **ARTICLE 20 - WAGES AND ASSIGNMENT OF WORK**

- 20.01 The minimum rate of pay for each Employee is set out in Schedule A. The Employer reserves the right to eliminate, modify, or combine existing jobs and classifications and to create new jobs and classifications whenever, in its judgment, the needs of the business require. However, the exercise of the provisions of this Article will not violate any other provision of this Agreement.
- 20.02 Errors in the Employee's pay once brought to the Employer's attention shall be corrected within the next two (2) scheduled payroll periods if feasible or as soon as possible thereafter. Employees must follow the following guidelines when they believe there is an error in their paycheck;
1. If an Employee has access to a computer, they must create a Service Now ticket for their pay issue.
  2. If an Employee has no access to a computer they can fill out a Payroll Issue Form and submit it to their supervisor. The Payroll Issues Form can be obtained from your Supervisor.
  3. Supervisors will send in to the administration department for review/processing.
  4. Following review/processing of the form, a copy will be sent back to the Supervisor/Employee.
  5. If an Employee is out of town and has no access to a computer, the Employee can call their Supervisor, and their Supervisor can submit a Service Now Ticket on their behalf or can submit a Payroll Issues Form on their behalf.

## **ARTICLE 21 - DISCIPLINARY ACTION**

- 21.01 The Employer's right to establish and enforce reasonable rules and regulations regarding work practices, job performance and personal conduct of Employees while on duty is recognized.
- 21.02 The obligation of each Employee to conduct themselves in relation to their employment in a manner which respects persons and property of others is recognized. Employee(s) violating this obligation will be subject to discipline up to and including discharge.
- 21.03 If an Employee engages in conduct for which he/she may be disciplined, the discipline may be a verbal written warning, written warning, and suspension without pay (which will be accompanied by a written warning) or termination of employment. Copies of discipline will be furnished to the Employee and the Union. The severity of the discipline will be determined by the Employer, taking into consideration the circumstances of the case and the seriousness of the offense. However, in most cases the Company shall follow the set out process below to determine progressive discipline. In the event that steps need to be bypassed, that determination is at the sole discretion of the Employer.
1. Verbal
  2. Written
  3. One (1) day suspension
  4. Three (3) day suspension
  5. Five (5) day suspension
  6. Termination
- 21.04 Disciplinary action shall be subject to the grievance procedure. No Employee shall be discharged or disciplined without just cause.
- 21.05 The retention of a probationary Employee is at the sole discretion of the Employer. The termination of the employment of a probationary Employee at any time prior to the satisfactory completion of the probationary period shall not be subject to the provisions of Article 5. An Employee's probationary period may be extended by mutual agreement of the parties.

## **ARTICLE 22 - HEALTH AND SAFETY**

- 22.01 The Employer and the Union agree and acknowledge that the health and safety of the Employees is of vital importance and agree to cooperate fully. The Employer will establish and maintain a safe and healthy place in which to work.
- 22.02 Any safety hazard recognized by any Employee is to be documented through the Employer's designated process and reported to their on duty supervisor immediately. Employees will take action to mitigate any and all risk.
- 22.03 In line with our commitment to safety a joint management and Employee Health and Safety committee shall be established to promote and discuss safety matters. This meeting will be held at minimum four times per calendar year.
- 22.04 In accordance with our Standards Operating Procedures and/or as identified in the Critical Task Analysis (CTA), Job Hazard Analysis (JHA), and Field Level Risk Assessment (FLRA), Employees will be required to wear the appropriate personal protective equipment (PPE) as identified.

### **Modified Work Program**

- 22.05 If an Employee is injured on the job and requires medical attention the Employee may be entitled and or able to perform modified work and he/she will inform the attending Physician of the same. The Employer reserves the right to make modified work and or schedules available in line with applicable law. The Employer reserves the right to require a second independent medical examination and or a functional capacity exam (FCE) of the Employer's choosing and at the employer's expense.

- 22.06 No Employee shall be discriminated against for reporting any observed safety hazard, nor will an Employee be disciplined for exercising their right to refuse unsafe work procedures or the operation of unsafe equipment. It shall be the responsibility of each Employee to report any observed or potential safety hazards promptly to their Supervisor, in the manner prescribed by the Company.
- 22.07 The Employer is not required to offer overtime hours to Employees on modified work programs.

#### **ARTICLE 23 - GENERAL PROVISIONS**

- 23.01 The Parties intend that this Agreement shall conform to the applicable laws of Alberta and/or Canada. If any provision herein is held to be in contravention of any such statutory provision by any court of competent jurisdiction, such provision shall be inoperative and unenforceable. In such event the balance of the Agreement shall continue in full force and effect.
- 23.02 No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the parties unless made and executed in writing by the Parties.
- 23.03 The failure of the Employer to insist, in any one or more incidents, upon adherence to any provision of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer to future adherence to any such provision.
- 23.04 Should the Employer introduce technological change by altering methods, procedures or processes and/or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible.
- 23.05 The Employer agrees to not incorporate driverless power unit (trucks) technology within the bargaining unit, however, should the Employer introduce technology change by altering methods, procedures, or processes and if such change will displace Employees in the bargaining unit, the Employer will notify the Union.

#### **Training**

- 23.06 The Parties agree that the Employer will provide Company, Regional and/or Site specific training as required by Business needs. It is also recognized that Employees have an obligation to inform the Employer when specific training is needed in order to perform their job.

#### **Bulletin Boards**

- 23.07 The Employer agrees to the posting of Union notices on a bulletin board within service center sites owned and operated by Oil Sands Division as identified in the certificate. Such notices shall relate to appointments, Union meetings, Union elections and Union conventions, Union social and recreational affairs, provided that such notices shall be submitted to management for approval before being posted, and the Union shall not make any change in such notices thereafter. There shall be no distribution or posting by Employees of pamphlets, advertising or political matters on the Company's premise.

#### **ARTICLE 24 - DURATION AND TERMINATION**

- 24.01 This Agreement shall be in full force and effective July 31, 2017 and shall remain in full force and effective through July 31, 2022. Either party to the Agreement may terminate it or open it for modification or amendment by giving notice to the other party at least sixty (60) days prior to the scheduled date of expiration. If neither party gives notice of desire to amend, modify, or terminate as above provided, the Agreement will be automatically renewed for another one (1) year.
- 24.02 Nothing herein shall prevent the parties from modifying, amending, or extending the Agreement by mutual agreement at any time, but any such change shall be in writing before it shall be effective.

24.03 In the event the Parties are unable to conclude a new Agreement, by mutual agreement between the Parties, all matters in dispute can be referred to a sole Arbitrator. The selection of an Arbitrator will be reached by mutual agreement of the Parties. The cost of the Arbitrator will be borne equally between the parties.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018**

**ON BEHALF OF THE COMPANY:  
Clean Harbors Energy & Industrial Services**

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

\_\_\_\_\_  
Mark Freeman, Director Labor Employee Relations  
North America

\_\_\_\_\_  
Wayne Garner, President &  
Business Agent

\_\_\_\_\_  
Brian Grant, Vice President, Oilsands Operations

\_\_\_\_\_  
Jordan Madarash, Vice- President &  
Business Agent

\_\_\_\_\_  
Lani Stevenson, Human Resources  
Business Partner

\_\_\_\_\_  
Mary Snyder, Business Agent

**SCHEDULE "A"**

All Employees "Red Circled" under the previous Agreement will remain as such until such time as the wage rates of the Agreement synchronize with the individual rate of pay of the Employee or said Employee bids on another open position within the bargaining unit.

<b>Classifications</b>	<b>Date of Ratification</b>	<b>August 1, 2019</b>	<b>August 1, 2020</b>	<b>August 1, 2021</b>
<b>EO/Driver I – Camp</b>				
Probation/Training	\$23.25	\$23.48	\$23.83	\$24.43
Job Rate	\$31.00	\$31.31	\$31.78	\$32.57
<b>EO/Driver I – Local</b>				
Probation/Training	\$25.50	\$25.76	\$26.15	\$26.80
Job Rate	\$34.00	\$34.34	\$34.85	\$35.72
<b>EO/Driver II – Camp</b>				
Probation/Training	\$24.00	\$24.24	\$24.60	\$25.22
Job Rate	\$32.00	\$32.32	\$32.80	\$33.62
<b>EO/Driver II – Local</b>				
Probation/Training	\$26.25	\$26.51	\$26.91	\$27.58
Job Rate	\$35.00	\$35.35	\$35.88	\$36.78
<b>EO/Driver III – Camp</b>				
Probation/Training	\$24.75	\$25.00	\$25.38	\$26.01
Job Rate	\$33.00	\$33.33	\$33.83	\$34.68
<b>EO/Driver III – Local</b>				
Probation/Training	\$27.00	\$27.27	\$27.68	\$28.37
Job Rate	\$36.00	\$36.36	\$36.91	\$37.83
<b>Labourer I – Camp</b>				
Probation/Training	\$18.75	\$18.94	\$19.22	\$19.70
Job Rate	\$25.00	\$25.25	\$25.63	\$26.27
<b>Labourer I – Local</b>				
Probation/Training	\$21.00	\$21.21	\$21.53	\$22.07
Job Rate	\$28.00	\$28.28	\$28.70	\$29.42
<b>Labourer II – Camp</b>				
Probation/Training	\$20.25	\$20.45	\$20.95	\$21.47
Job Rate	\$27.00	\$27.27	\$27.68	\$28.37
<b>Labourer II – Local</b>				
Probation/Training	\$22.50	\$22.73	\$23.29	\$23.87
Job Rate	\$30.00	\$30.30	\$30.76	\$31.53

<b>Classifications</b>	<b>Date of Ratification</b>	<b>August 1, 2019</b>	<b>August 1, 2020</b>	<b>August 1, 2021</b>
<b>Labourer III – Camp</b>				
Probation/Training	\$22.50	\$22.73	\$23.29	\$23.87
Job Rate	\$30.00	\$30.30	\$30.76	\$31.53
<b>Labourer III – Local</b>				
Probation/Training	\$24.75	\$25.00	\$25.38	\$26.01
Job Rate	\$33.00	\$33.33	\$33.83	\$34.68

Training Rate is defined as to all time spent performing non billable training.

**Lead Hand**

Employees designated by the Employer as lead hands shall receive a three dollar (\$3.00) per hour premium in addition to their regular straight time hourly rate while performing lead hand duties. No Employees will be compelled to accept the designation of Lead Hand

**Boot Allowance:**

The Employer shall pay one hundred and fifty dollars (\$150.00) or the amount under company-wide policy, if higher, per year towards the purchase of work boots in accordance with Employer approved specifications, with Employees having the freedom to choose the brand of work boot provided that the work boot meets the Employer approved specifications.

**TEMPORARY EMPLOYMENT**

The Employer and the Union agree to the employment of Employee's on a temporary basis. Temporary employment will be utilized only to facilitate short-term staffing requirements. It is understood that temporary Employees may be utilized without first offering the work to be done, by the temporary Employee, to regular full time Employees on an overtime basis.

## **ADDENDUM A**

### **LOCAL LIVING ALLOWANCE, TRAVEL ALLOWANCE**

In line with the agreement of the parties a monthly local living allowance of one thousand three hundred dollars (\$1,300.00) less applicable taxes and will be paid to Employees who demonstrate and provide proof of residency of their living in Fort McMurray.

Effective August 1, 2018, the monthly local living allowance of one thousand two hundred dollars (\$1,200.00) less applicable taxes and will be paid to Employees who demonstrate and provide proof of residency of their living in Fort McMurray.

Effective August 1, 2019, the monthly local living allowance of one thousand one hundred dollars (\$1,100.00) less applicable taxes and will be paid to Employees who demonstrate and provide proof of residency of their living in Fort McMurray.

Effective August 1, 2020, the monthly local living allowance of eight hundred dollars (\$800.00) less applicable taxes and will be paid to Employees who demonstrate and provide proof of residency of their living in Fort McMurray.

### **TRANSPORATION, ROOM AND BOARD**

It is recognized by both parties that this addendum is to provide a means of compensating the Employees for additional travel and accommodation expenses that they may incur while working on jobsites beyond a reasonable distance from their residence.

#### **Local Residents**

- A local resident is an individual who resides in the City of Fort McMurray. Where camp accommodations are provided, the cost of living allowance (COLA) will not be paid by the Employer.
- In the event that a question arises as to whether an Employee is considered a "local resident" the following factors will be taken into consideration:

#### **New Hires**

Proof of residence must be provided within 30 days of hire by providing one or more of the following documents:

Driver's license

Utilities, telephone or Municipal tax Bill (with their name on it)

Confirmation of rental agreement

Failure to provide proof of residence within 30 days of hire will cause no COLA benefit to be paid out until the documentation is received.

#### **Existing Employees**

If an existing Employee(s) move from camp into the City of Fort McMurray region, proof of residence must be provided to their Operations Manager by providing one or more of the following documents:

Driver's license

Utilities, telephone or Municipal tax Bill (with their name on it)

Confirmation of rental agreement

Processing of the COLA will occur on the next payroll cycle. Please note that this can take up to 13 days to become in effect.

- a. This allowance will be paid out on a pro-rated basis paid each week or in the event of a payroll change to bi-weekly paid bi-weekly

**TURNAROUND ALLOWANCE**

- a) Employees who are working on a project or jobsite where camp accommodations are provided; the parties agree that the following turnaround allowance less applicable taxes will be paid from their home address to Fort McMurray Airport (YMM)
  - a. ZONE 1            0 to 1,000 radial miles travel distance  
                          0 to 1609.34 km (actual calculation)
  - b. ZONE 2            Greater than (>) 1,000 to 2,000 radial miles travel distance  
                          Greater than (>) 1609.34 km to 3218.68 (actual calculation)
  - c. ZONE 3            Greater than (>) 2,000 radial miles and over  
                          Greater than (>) 3218.68km and more (actual calculation)

	<b>ZONE 1</b>	<b>ZONE 2</b>	<b>ZONE 3</b>
<b>Effective Date of Ratification</b>	\$450.00	\$720.00	\$900.00
<b>August 1<sup>st</sup>, 2018</b>	\$405.00	\$650.00	\$810.00
<b>August 1<sup>st</sup>, 2019</b>	\$385.00	\$615.00	\$770.00
<b>August 1<sup>st</sup>, 2020</b>	\$375.00	\$600.00	\$750.00

Turnaround allowances will be paid on the following pay after completion of a complete shift rotation. Current practice of transportation to and from individual sites will continue. Software used to calculate distances traveled will be mutually agreed to by the parties.

An Employee will not be eligible for the turnaround allowance under the following occasions:

- An Employee is receiving a Cost of Living Allowance
- The Employee quits and does not complete the obligation of the shift rotation.
- The Employee is terminated for cause



**MEMORANDUM OF UNDERSTANDING # 1**

**BETWEEN:** CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES LP  
(OIL SANDS – RMWB)

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

**RE:** Travel Time Compensation – 98UF Dispatch – Ruth Lake Operations

The Parties agree that 98 UF Employees receiving Turnaround Allowance (see Addendum A) who report to the Dispatch Office located at Ruth Lake Operations facility will be provided camp accommodations. It is agreed the preferred location is at the Ruth Lake Lodge. Should circumstances arise whereby the Ruth Lake Lodge is not available the Employer will:

1. Accommodations will be provided as close to the Employees work location as possible.
2. Compensate Employees for travel time in the following situations:
  - Excessive travel over 60 km from Ruth Lake Lodge to the displaced camp location(s) – 1.5 hours per day at straight time pay. (45 minutes each way)
  - Should the employee have to wait greater than one half hour (1/2 hour) to be transported (picked up by the shuttle or some form of transportation) at the start and/or finish of a shift rotation, the employee will be eligible for straight time pay of 45 minutes (one way) up to a maximum of 1.5 hours per day.
  - Should an Employee’s shift end early he/she must notify Dispatch that they require transportation to camp. If there is an excessive wait time as described above, the employee will be compensated up to forty five (45) minutes at straight time pay.
3. The above agreement does not apply to an Employee whom has been called to report for duty and finds that upon arrival the work is unavailable.
4. The above Letter of Understanding expires July 31, 2017.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018**

**ON BEHALF OF THE COMPANY:**  
**Clean Harbors Energy & Industrial Services**

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

\_\_\_\_\_  
Mark Freeman, Director Labor Employee Relations  
North America

\_\_\_\_\_  
Wayne Garner, President &  
Business Agent

\_\_\_\_\_  
Brian Grant, Vice President, Oilsands Operations

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Jordan Madarash, Vice- President &  
Business Agent

\_\_\_\_\_  
Lani Stevenson, Human Resources  
Business Partner

\_\_\_\_\_  
Mary Snyder, Business Agent

## MEMORANDUM OF UNDERSTANDING # 2

**BETWEEN:** CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES LP  
(OIL SANDS – RMWB)

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

**RE:** Suncor Multi-Use Agreement (Contract No. 4600020865), Compressed Shift Schedules, Suncor Sites, and Firebag Flights

At the Client’s discretion the below shift cycles will be as follows:

On a 14/14 shift schedule (14 shifts on, 14 off), Straight Time (ST) rates will apply on the first 168 hours worked in a 28 day cycle. Overtime rates will apply on each hour worked beyond 168 hours in a 28 day cycle. Hours of work available to the company per shift cycle will be assigned to employees by seniority.

On a 7/7 shift schedule (7 shifts on, 7 off), Straight Time (ST) rates will apply on the first 84 hours worked in a 14 day cycle. Overtime rates will apply on each hour worked beyond 84 hours in a 14 day cycle. Hours of work available to the company per shift cycle will be assigned to employees by seniority.

On a 5/5/4 shift schedule (5 shifts on, 5 off, 4 shifts on), Straight Time (ST) rates will apply on the first 168 hours worked in a 28 day cycle. Overtime rates will apply on each hour worked beyond 168 hours in a 28 day cycle. Hours of work available to the company per shift cycle will be assigned to employees by seniority.

Employees working on the Suncor Multiuse Agreement who are assigned to one of the above noted work schedules will be compensated under Schedule B Wages.

Schedule B Wage Rates:

<b>Classifications</b>	<b>Date of Ratification</b>	<b>August 1, 2019</b>	<b>August 1, 2020</b>	<b>August 1, 2021</b>
<b>EO/Driver I – Camp</b>				
Probation/Training	\$26.14	\$26.40	\$26.80	\$27.47
Job Rate	\$34.85	\$35.20	\$35.68	\$37.04
<b>EO/Driver I – Local</b>				
Probation/Training	\$28.45	\$28.73	\$29.44	\$30.87
Job Rate	\$37.93	\$38.31	\$39.26	\$41.17
<b>EO/Driver II – Camp</b>				
Probation/Training	\$26.91	\$27.18	\$27.59	\$28.68
Job Rate	\$35.88	\$36.24	\$36.78	\$37.70
<b>EO/Driver II – Local</b>				
Probation/Training	\$29.21	\$29.50	\$29.94	\$30.69
Job Rate	\$38.95	\$39.34	\$39.93	\$49.93

<b>Classifications</b>	<b>Date of Ratification</b>	<b>August 1, 2019</b>	<b>August 1, 2020</b>	<b>August 1, 2021</b>
<b>EO/Driver III – Camp</b>				
Probation/Training	\$27.68	\$27.96	\$28.38	\$29.09
Job Rate	\$36.90	\$37.27	\$37.83	\$38.78
<b>EO/Driver III – Local</b>				
Probation/Training	\$29.99	\$30.29	\$30.74	\$31.51
Job Rate	\$39.98	\$40.38	\$40.99	\$42.01
<b>Labourer I – Camp</b>				
Probation/Training	\$21.53	\$21.75	\$22.08	\$22.63
Job Rate	\$28.70	\$28.99	\$29.42	\$30.16
<b>Labourer I – Local</b>				
Probation/Training	\$23.82	\$24.06	\$24.42	\$25.03
Job Rate	\$31.78	\$32.10	\$32.58	\$33.39
<b>Labourer II – Camp</b>				
Probation/Training	\$23.06	\$23.29	\$23.64	\$24.23
Job Rate	\$30.75	\$31.06	\$31.53	\$32.32
<b>Labourer II – Local</b>				
Probation/Training	\$25.37	\$25.62	\$26.00	\$26.65
Job Rate	\$33.83	\$34.17	\$34.68	\$35.55
<b>Labourer III – Camp</b>				
Probation/Training	\$25.37	\$25.62	\$26.00	\$26.65
Job Rate	\$33.83	\$34.17	\$34.68	\$35.55
<b>Labourer III – Local</b>				
Probation/Training	\$27.68	\$27.96	\$28.38	\$29.09
Job Rate	\$36.90	\$37.27	\$37.83	\$38.78

Training Rate is defined as to all time spent performing non billable training.

Employees currently grandfathered at a higher rate of pay other than what is outlined in Schedule A, will have their wage equalized on an individual basis when bidding and being awarded one of the compressed work week schedules on the Suncor Multi-Use Agreement.

Employees hired, or existing employees bidding as per the collective agreement, to work under the Suncor NOA Contract No. 4600020865 will have their flights provided to/and from the Suncor Sunjet sanctioned Terminals at no cost to the employee. These employees will not be eligible for the Turnaround Allowance as described in Addendum A of the Collective Agreement. All offer letters will refer to the above.

Terms and conditions (T&Cs) of these schedules shall be maintained until such time as contracts containing such (T&C's) are terminated or renegotiated by the Company and/or the Client, or the renegotiation of wage rates of the Local Union No. 362 Collective Agreement.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018**

**ON BEHALF OF THE COMPANY:  
Clean Harbors Energy & Industrial Services**

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

\_\_\_\_\_  
Mark Freeman, Director Labor Employee Relations  
North America

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Wayne Garner, President &  
Business Agent

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Brian Grant, Vice President, Oilsands Operations

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Jordan Madarash, Vice- President &  
Business Agent

\_\_\_\_\_  
Lani Stevenson, Human Resources  
Business Partner

\_\_\_\_\_  
Mary Snyder, Business Agent

### MEMORANDUM OF UNDERSTANDING # 3

**BETWEEN:** CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES LP  
(OIL SANDS – RMWB)

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

**RE:** CNRL/CNUL MGSA at the CNRL Horizon Insite and the CNUL Albion Insite; Shift Schedules, Work Sites, and Client Provided Flights

At the Client’s discretion the below shift cycles will be as follows:

On a 14/14 shift schedule (14 shifts on, 14 off), Straight Time (ST) rates will apply on the first 168 hours worked in a 28 day cycle. Overtime rates will apply on each hour worked beyond 168 hours in a 28 day cycle. Hours of work available to the Company per shift cycle will be assigned to employees by seniority.

On a 7/7 shift schedule (7 shifts on, 7 off), Straight Time (ST) rates will apply on the first 84 hours worked in a 14 day cycle. Overtime rates will apply on each hour worked beyond 84 hours in a 14 day cycle. Hours of work available to the company per shift cycle will be assigned to employees by seniority.

Employees working on the CNUL/CNRL Multiuse Agreement who are assigned to one of the above noted work schedules will be compensated under Schedule B Wages.

Schedule B Wage Rates:

<b>Classifications</b>	<b>Date of Ratification</b>	<b>August 1, 2019</b>	<b>August 1, 2020</b>	<b>August 1, 2021</b>
<b>EO/Driver I – Camp</b>				
Probation/Training	\$26.14	\$26.40	\$26.80	\$27.47
Job Rate	\$34.85	\$35.20	\$35.73	\$36.62
<b>EO/Driver I – Local</b>				
Probation/Training	\$28.45	\$28.73	\$29.16	\$29.89
Job Rate	\$37.93	\$38.31	\$38.88	\$39.85
<b>EO/Driver II – Camp</b>				
Probation/Training	\$26.91	\$27.18	\$27.59	\$28.28
Job Rate	\$35.88	\$36.24	\$36.78	\$37.70
<b>EO/Driver II – Local</b>				
Probation/Training	\$29.21	\$29.50	\$29.94	\$30.69
Job Rate	\$38.95	\$39.34	\$39.93	\$40.93
<b>EO/Driver III – Camp</b>				
Probation/Training	\$27.68	\$27.96	\$28.38	\$29.09
Job Rate	\$36.90	\$37.27	\$37.83	\$38.78
<b>EO/Driver III – Local</b>				
Probation/Training	\$29.99	\$30.29	\$30.74	\$31.51
Job Rate	\$39.98	\$40.38	\$40.99	\$42.01

<b>Classifications</b>	<b>Date of Ratification</b>	<b>August 1, 2019</b>	<b>August 1, 2020</b>	<b>August 1, 2021</b>
<b>Labourer I – Camp</b>				
Probation/Training	\$21.53	\$21.75	\$22.08	\$22.63
Job Rate	\$28.70	\$28.99	\$29.42	\$30.16
<b>Labourer I – Local</b>				
Probation/Training	\$23.82	\$24.06	\$24.42	\$25.03
Job Rate	\$31.78	\$32.10	\$32.58	\$33.39
<b>Labourer II – Camp</b>				
Probation/Training	\$23.06	\$23.29	\$23.64	\$24.23
Job Rate	\$30.75	\$31.06	\$31.53	\$32.32
<b>Labourer II – Local</b>				
Probation/Training	\$25.37	\$25.62	\$26.00	\$26.65
Job Rate	\$33.83	\$34.17	\$34.68	\$35.55
<b>Labourer III – Camp</b>				
Probation/Training	\$25.37	\$25.62	\$26.00	\$26.65
Job Rate	\$33.83	\$34.17	\$34.68	\$35.55
<b>Labourer III – Local</b>				
Probation/Training	\$27.68	\$27.96	\$28.38	\$29.09
Job Rate	\$36.90	\$37.27	\$37.83	\$38.78

Training Rate is defined as to all time spent performing non billable training.

Employees hired, or existing employees bidding as per the collective agreement, to work under the CNRL/CNUL MGSA at the CNRL Horizon Insite and the CNUL Albion Insite will have their flights provided between CNRL/CNUL sanctioned Terminals at no cost to the employee. These employees will not be eligible for the Turnaround Allowance as described in Addendum A of the Collective Agreement. All offer letters will refer to the above as MOU #3.

**SIGNED THIS 24<sup>th</sup> DAY OF JUNE, 2019**

**ON BEHALF OF THE COMPANY:**  
**Clean Harbors Energy & Industrial Services**

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

\_\_\_\_\_  
 Brian Grant, Vice President, Oilsands Operations

\_\_\_\_\_  
 Rick Prouty, Business Agent

**LETTER OF UNDERSTANDING # 1**

**BETWEEN: CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES LP  
(OIL SANDS – RMWB)**

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

**RE: AMENDING ARTICLE NO. 7.08 – BUMPING RIGHTS**

The Parties hereto agree to the following:

In the event of a layoff/displacement, impacted employee(s) of a site/branch will have the right to bump the least senior employee(s) at the site or branch providing they have the qualifications to perform the available work. If no positions are available, then the impacted Employee(s) will have the right to displace by right of seniority from within in the bargaining unit. In any such layoff event there will be no more than three (3) bumps, one (1) in the layoff event branch and then two (2) in the bargaining unit. In the event of a layoff event impacting an entire branch there will be no more than two (2) bump in the bargaining unit. A layoff event is defined as a single individual receiving layoff notification.

The Parties agree to the following protocol for those Employees whom elect to “Bump” under Article 7.8.

Should an Employee elect to exercise his/her bumping rights said Employee will have the option of being placed by the Employer into a position held within their existing classification at the time of lay off. Said Employee will be required to inform the Employer at the time of electing the bumping option of their choice to be placed to a full time Camp, Local, Suncor Multi Use, **or CNRL/CNUL**, and/or selecting to exercise their rights to bump into a lower different classification if necessary, to retain employment. The Employee’s choice will be documented by the Employee and the Employer will be provided with a copy of the document referencing his/her choice.

Should said Employee choose to exercise his/her seniority rights and bump into a lower different classification, said Employee will assume the available position to which the Employee is qualified at the rate of pay indicated in the Collective Agreement. Said Employee will be required to inform the Employer at the time of electing a reclassification option of their choice to be placed to a full time Camp, Local or Suncor Multi Use, **or CNRL/CNUL**. The Employees choice will be documented by the Employee and the Employer will be provided with a copy of the document reference his/her choice.

**SIGNED THIS 9<sup>th</sup> DAY OF OCTOBER, 2019**

**ON BEHALF OF THE COMPANY:  
Clean Harbors Energy & Industrial Services**

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

\_\_\_\_\_  
Brian Grant, Vice President, Oilsands Operations

\_\_\_\_\_  
Rick Prouty  
Business Agent