

**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, 2019 TO DECEMBER 31, 2022**

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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
- Camp 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, Camp) 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, Camp) and these part-time drivers will only be permitted to work within their perspective Division.

All trips performed by part-time drivers in Coach, Camp 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 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 one hundred and twenty (120) 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 sixty (60) days 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 All new rules/policies will be posted two (2) weeks prior to implementation, whenever possible.
- 7:101 The intent is that preference of equipment shall be given to senior employees. Exceptions will be made in order to accommodate customer requirements.
- 7:102 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.
- 7:103 Between the months of November through March, the Company shall supply adequate plug-ins for charter drivers.
- 7:104 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.
- 7:105 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.
- 7:106 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.
- 7:107 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.
- 7:108 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.
- 7:109 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 and one (1) Chief Steward. 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.

## **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 as defined in Appendix 'A', 'B', 'C' and 'D', 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;
  - d) Any operator transferring between divisions shall not lose any Company Seniority for the calculation of Vacation entitlement, 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 voluntary left the employment of DTL.  
  
Employee will return to work within fourteen (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.

Should an Employee affected by layoff 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 position within their Division or all potential recall opportunities.

Should an Employee be recalled into a different Division such Employee will take their overall seniority with them and dovetail into the new Division.

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.

In the event the Employee cannot be reached by telecom, a registered letter will be sent to the Employee's last known address.

The Employer will be required to reference the agreement reached by telecom on recall, including the return to work date, in a letter sent by registered mail to the Employee.

In no event, unless agreed to by the Employee, will an Employee be required to report to work in a period of time less than fourteen (14) calendar days.

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 location. 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. The Dispatch Rules will be reviewed and updated by the Parties during the renegotiation of the Collective Agreement.

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 Employer will post all open full time positions within each Division. Employees within the Division where the opening exists will have the right to fill the openings in order of seniority.

Any full time positions remaining will be offered to those Employees in all other Divisions and awarded in order of qualification (Class of License) and seniority. Employees transferring under this clause will carry their seniority with them and dovetail into the applicable Division.

During the initial population of a new scope of work (for example new camp based work) the Company reserves the right to hire outside applicants, however twenty five percent (25%) of forecasted full time positions will be offered to all other Divisions for a period of fourteen (14) calendar days.

The Company reserves the right to preserve Divisional Integrity and subject to operational requirements phase the Employees into the awarded positions over a course of time.

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.

A full time position is defined as follows:

- Consistent and repetitive work
- A position required to balance "Team" integrity
- Full time as defined in the applicable Appendices

Employees transferring into another Division through Portability can only exercise this option once per calendar year.

The Employer reserves the right to refuse a transfer request to an Employee with a significant disciplinary file, whereas the Employer believes the Employee's success in the Division could be at risk. In such cases the Employee will have the right to appeal the Employer's decision as follows;

- The Parties (Employee, Steward, Director of Operations or Designate and Union) will meet to review the disciplinary file.
- The Parties will make recommendations, on a case by case basis, and implement an action plan for the Employee in question to attain the requested transfer.
- The Agreement of the Parties will be documented.

The above provision does not apply to those Employees exercising their rights under 9.102.

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 - DISCIPLINE**

11.100 When meetings take place with employees that are of a disciplinary nature, the employee shall be so advised that they have the option of having a Shop Steward or other Union Member present.

The Employer agrees to recognize the principal of progressive discipline, incidents of same or similar conduct will not be taken into account to compound other disciplinary action taken against the employee if the incident is more than six (6) months old for operational issues or twenty four (24) months old for preventable accidents, infractions covered under the Highway Traffic Act and at fault incidents of discrimination or harassment.

However, for infractions of greater significance and consequence the progressive discipline principles may not be followed and more severe discipline up to and including termination may be warranted.

11:101 An employee will receive a copy of any disciplinary record placed on his/her file, including written reprimands, with a copy to the Union.

11:102 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.

11:103 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. 12:000 – COMPANY UNIFORMS**

12:100 **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. 13:000 – SAFETY CONDITIONS**

13:100 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. 14:000 - LEAVE OF ABSENCE**

14:100 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.

14:101 All employees with twenty-five (25) years or more service, shall be entitled to ninety (90) consecutive days leave of absence per year.

14:102 Anyone requesting compassionate leave for family emergencies will not be unreasonably denied.

14:103 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.

14:104 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.

14:105 Should an employee be hired by the Local Union, such employee upon written request to the Employer from the Union and subject to operational requirements, may be granted an unpaid leave of absence from the Employer for a period not to exceed three hundred and sixty five (365) days. The employee will continue to accrue seniority during such leave. At the expiration of the leave of absence the employee must return to his former position or relinquish all seniority rights with the Employer.

14:106 Upon a minimum of thirty (30) days written request from the Local Union and subject to operational requirements, the Employer may grant an unpaid leave of absence to an employee for developmental purposes within the Local Union. Such leave will not exceed ninety (90) calendar days within a calendar year. During such Development Leave an employee will continue to accrue seniority within the Bargaining Unit. No more than one (1) Employee will be able to be granted Developmental Leave at one (1) time.

#### **ARTICLE NO. 15:000 – JURY DUTY**

15:100 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. 16:000 - HEALTH AND WELFARE PROTECTION**

16:100 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

16:101 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.

16:102 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.

16:103 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.

16.104 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. 17:000 - STATUTORY HOLIDAYS**

17:100 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	

17:101 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.

17:102 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.

17:103 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. 18:000 – VACATIONS**

18:100 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.

18:101 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.

18:102 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.

18:103 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.

18.104 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.

18:105 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.

18:106 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

18:107 An employee booking vacation during 'prime time' shall be limited to a combined total of three (3) weeks within that particular time frame.

18:108 Employees shall attend the vacation scheduling session by seniority.

18.109 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.

18:110 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.

18:111 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.

18:112 For reference and clarification: Holiday week periods shall be defined as seven (7) days, five (5) of which are paid, two (2) are unpaid.

18:113 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.

18:114 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.



- 18.115 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.
- 18.116 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.
- 18.117 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.

- 18:118 The Employer will authorize & notify Employees of Vacations Bid within 2 weeks of the Completion of the Bid.

#### **ARTICLE NO. 19:000 - HEALTH AND WELFARE**

- 19:100 The Company agrees to cover all regular employees under the provisions of the Prairie Teamsters Health and Welfare Plan.
- 19:101 Regular drivers will be those as defined under the appropriate Appendices of this Agreement.
- 19:102 The total cost of the Plan will be borne by the Employer.
- 19:103 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.
- 19:104 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. 20:000 - GRIEVANCE PROCEDURE

"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.

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.

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of the Agreement.

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.

Any Grievance referred to above will identify:

- The facts giving rise to the Grievance;
- The Section or Sections of the Agreement claimed to be violated;
- The relief requested; and

Where practical, will be signed by the employee or employees involved unless it is a Policy Grievance.

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 in writing 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.

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 Griever may continue to the next Step of the procedure, including arbitration.

Charter Drivers also will have the rights of the Grievance Procedure. 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.

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.

20:100 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.

20:101 **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. The employee and Shop Steward are to be provided with all pertinent information and documents, excluding those documents that contain client confidential information. The employee and Shop Steward are encouraged to make an earnest effort to resolve the Grievance directly with the management person to whom the employee reports.

20:102 **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.

20:103 **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.

20:104 **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.

20:105 **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.

20:106 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. 21 - WORKPLACE HARASSMENT, VIOLENCE and BULLYING**

21:100 The Parties recognize the importance of a workplace free from harassment violence and bullying. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to be reasonably known to be unwelcome", and denies an individual dignity and respect on the basis of prohibited grounds including but not limited to, gender, disability, race, color, sexual orientation, and non-prohibited grounds including but not limited to, frequent angry yelling, shouting or blow-ups, regular use abusive or violent language, physical, verbal or email threats or intimidation, violent behaviours, slamming doors, throwing objects, intimidation, practical jokes, pushing, shoving, spreading gossip or rumors and the use of social media to bully, intimidate or threaten.

21:200 The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, vehicles, customer premises and parking lots, and any other area which the Company does business or client provided accommodation. Harassment, violence, and bullying can also extend beyond physical locations to include social media and company sponsored events or social functions.

21:300 Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- a) Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, color, place of birth, sexual orientation, citizenship or ancestry;
- b) Bullying, intimidation, practical jokes, pushing, shoving, horseplay etc. that cause awkwardness or embarrassment;
- c) Posting or circulation of offensive photos or visual materials;
- d) Refusal to work or converse with an employee because of their racial background or gender;
- e) Unwanted physical conduct such as touching, patting, pinching, etc.;
- f) Unwelcome invitations or requests;

- g)      Condescension or patronizing behaviors which undermine self-respect;
- h)      Backlash or retaliation for the lodging of a complaint or participation in an investigation.

21:400 Harassment is Not:

Harassment is in no way to be construed as properly discharged management responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

21:500 Filing a Complaint

If an employee believes that they have been harassed, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behavior. Inform the individual that is doing the harassing against you that the behavior is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However, it is also understood that some victims of harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their Managers or others. The incident should be brought to the attention of your Manager, and/or Shop Steward. Once a complaint has been filed the General Manager will be informed and the Director, Human Resources (or designate) will lead the investigation.

21:600 Investigation

Upon receipt of the complaint, the Employer and the Union will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint will require formal investigation.

If it is deemed that a formal investigation of the complaint is necessary, an internal investigator and/or external investigator will be appointed.

In the event of a complaint involving sexual harassment, the investigator, where appropriate, will be of similar gender.

If an employee is removed from the schedule as a result of the complaint and investigation, the employee will be compensated for any loss in wages and earnings.

Any disagreement between the Parties will be subject to the grievance procedure.

21:700 Reprisal

Backlash or retaliation for the lodging of a complaint or participation in an investigation is not tolerated and is grounds for immediate dismissal.

21:800 Resolution

The Employer reserves the right to implement discipline where it deems it to be warranted. The Union shall reserve the right to the grievance procedure.

**ARTICLE NO. 22:000- NO STRIKES OR LOCKOUTS**

22:100 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. 23:000 – PICKETS**

23:100 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. 24:000 - SAVING CLAUSE**

24:100 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. 25:000 – EFFECT OF SALE OF BUSINESS**

- 25:100 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. 26 - TECHNOLOGICAL CHANGE**

26:100 The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological changes. The matter shall immediately become a topic of discussion between the Company and the Union particularly with regard to:

- a) The effect such changes will have on the number of employees within the Bargaining Unit.
- b) The effect on working conditions.
- c) Any changes in job classifications.

#### **ARTICLE NO. 27:000 - TEAMSTER LOCAL UNION 362 ADVANCEMENT FUND**

27:100 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. 28:000 - TERMINATIONS AND AMENDMENTS**

28:100 This Agreement shall remain in full force and effect as of the first (1st) day of January 2019 and continue in effect until the thirty-first (31st) day of December 2022, and from year to year thereafter, except as hereinafter provided.

28:101 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.

28:102 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 \_\_\_\_\_ DAY OF FEBRUARY, 2019**

**ON BEHALF OF THE COMPANY:**

Diversified Transportation Ltd.

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

\_\_\_\_\_  
Wayne Garner – President/Business Agent

\_\_\_\_\_  
Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – 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>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$124.41	\$126.00	\$127.93	\$130.12	\$132.80
Union Pension	\$18.45	\$18.45	\$18.45	\$18.45	\$18.90
Net Trip Rate	\$105.96	\$107.55	\$109.48	\$111.67	\$113.90

<b>Albian/Aurora Coach 4 Hour Trip Rate</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$165.89	\$168.00	\$170.58	\$173.50	\$177.08
Union Pension	\$24.60	\$24.60	\$24.60	\$24.60	\$25.20
Net Trip Rate	\$141.29	\$143.40	\$145.98	\$148.90	\$151.88

<b>Hourly Coach Rate</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$35.86	\$36.30	\$36.84	\$37.45	\$38.23
Union Pension	\$6.15	\$6.15	\$6.15	\$6.15	\$6.30
Net Hourly Rate	\$29.71	\$30.15	\$30.69	\$31.30	\$31.93

Coach drivers (Appendix A) performing work within Camp Division (Appendix D) will be compensated at A Trip rates + hours.

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:

2018	2019	2020	2021	2022
\$6.15	\$6.15	\$6.15	\$6.15	\$6.30

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

2018	2019	2020	2021	2022
\$3.50	\$3.50	\$3.50	\$3.50	\$3.65

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 \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

\_\_\_\_\_  
Wayne Garner – President/Business Agent

\_\_\_\_\_  
Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – 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>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$104.77	\$104.77	\$104.77	\$104.77	\$104.77
Union Pension	\$11.70	\$11.70	\$11.70	\$11.70	\$11.70
Net Trip Rate	\$93.07	\$93.07	\$93.07	\$93.07	\$93.07

<b>HOURLY – Y1</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$34.45	\$34.45	\$34.45	\$34.45	\$34.45
Union Pension	\$3.90	\$3.90	\$3.90	\$3.90	\$3.90
Net Trip Rate	\$30.55	\$30.55	\$30.55	\$30.55	\$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 \_\_\_\_\_ DAY OF FEBRUARY, 2019**

**ON BEHALF OF THE COMPANY:**

Diversified Transportation Ltd.

**ON BEHALF OF THE UNION:**

General Teamsters, Local Union No. 362

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

\_\_\_\_\_  
Wayne Garner – President/Business Agent

\_\_\_\_\_  
Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – 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:

<b>Regular Drivers</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$34.52	\$34.99	\$35.56	\$36.20	\$36.95
Union Pension	\$3.30	\$3.30	\$3.30	\$3.30	\$3.40
Net Trip Rate	\$31.22	\$31.69	\$32.26	\$32.90	\$33.55

<b>Probationary Drivers</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$29.63	\$30.02	\$30.50	\$31.04	\$31.69
Union Pension	\$3.30	\$3.30	\$3.30	\$3.30	\$3.40
Net Trip Rate	\$26.33	\$26.72	\$27.20	\$27.74	\$28.29

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 \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

\_\_\_\_\_  
Wayne Garner – President/Business Agent

\_\_\_\_\_  
Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

## **Appendix D**

### **Camp 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 employees are considered Full-Time employees who have successfully completed their probationary period, and have joined the Union.
- ii. Regular Drivers will be expected to be able to operate all types of company equipment in the Camp Division.
- iii. Regular Drivers in the Camp Division are provided Company/Client transportation between the Client defined airport/bus terminal and Site.
- iv. Regular Drivers in the Camp Division are provided accommodations by the Client and will receive meals on all schedule work days.
- v. Employees provided Client arranged accommodations will not be eligible for living allowance.

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

- i. Rates of Pay

<b>Coach Hourly</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$36.50	\$36.80	\$36.80	\$37.13	\$37.91
Union Pension	\$2.50	\$3.80	\$3.80	\$3.80	\$4.00
Net Hourly Rate	\$34.00	\$33.00	\$33.00	\$33.33	\$33.91

<b>Non-Coach Hourly</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Combined Rate	\$30.75	\$31.46	\$31.98	\$32.57	\$33.67
Union Pension	\$2.50	\$2.50	\$2.50	\$2.50	\$3.00
Net Trip Rate	\$28.25	\$28.96	\$29.48	\$30.07	\$30.67

- ii. Driver's rate of pay will be determined by the type of equipment the driver is assigned to complete their piece of work.
- iii. Operation of a coach at any time will make the coach rate payable for that piece of work.
- iv. Regular Drivers will be guaranteed a minimum of eight (8) hours pay per a day.

- v. Regular Drivers will be paid on an hourly basis, rounded to the nearest fifteen (15) minutes.
- vi. Overtime will be assigned on a seniority basis.
- vii. Overtime will be payable for all time worked in excess of ten (10) hours per day at the rate of one and one half (1 1/2) times the hourly rate of pay.
- viii. Drivers will be eligible for overtime for time worked over fifty (50) hours in a week, which will be averaged over a three (3) week period or the employee's work cycle. Eligible overtime hours will be paid at one and one half (1 ½) times the hourly rate of pay.
- viii. Drivers will not be eligible for the Regional Retention Allowance when they have spent part of, or the entire month in camp.
- ix. All regular drivers will be entitled to the Teamsters Prairie Provinces Pension Plan (T4P), as described in the above wage table, for all hours to which wages are payable.

**SECTION C – SENIORITY**

- i. The Camp Division will have its own seniority list separate from all other divisions.
- ii. Subject to 10.100, the seniority date will be set as the first day the operator commences working at a camp based operation after completing camp training.

**SECTION D – SCOPE OF CAMP DIVISION**

- i. The Scope of Work shall be defined as any camp based work operating in the Regional Municipality of Wood Buffalo.

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

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Wayne Garner – President/Business Agent

\_\_\_\_\_  
Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – 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 - one thousand dollars (\$1,000.00) per month for all eligible town based active employees.

For all eligible employees hired after January 1<sup>st</sup>, 2021 - eight hundred dollars (\$800.00) per month

**LETTER OF UNDERSTANDING #1 (Continued)**

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

\_\_\_\_\_  
Wayne Garner – President/Business Agent

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Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

**LETTER OF UNDERSTANDING # 2**

**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 \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

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Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent



**LETTER OF UNDERSTANDING # 3**

**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  
Byron Critch  
Gary Wik  
Jamie Dick  
Mukhtar Hussein

Suncor  
Paul Flynn  
Claude Radolla

Albian  
Qaiser Awan  
Naveed Razzaq  
Clayton Hazelwood

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 \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

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Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

**LETTER OF UNDERSTANDING # 4**

**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 \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

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Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

**LETTER OF UNDERSTANDING # 5**

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.

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

Appendix B, Section A, subsection (ii) is hereby amended to read:

*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 the minimum daily work, defined as either:*

- *Two (2) three-hour (3) Y-trips per day:*
- *Or eight (8) hours of work at the hourly rate.*

The following will be added to Appendix B, Section B as subsection (iv):

Overtime will be payable for all time worked in excess of ten (10) hours per day at the rate of one and one half (1 1/2) times the hourly rate of pay.

- *iv. When drivers are assigned in accordance with Appendix B, Section A, subsection (ii)(b) those drivers will be eligible for overtime worked over fifty (50) hours in a week, which will be averaged over a three week period or the employee's work cycle. Eligible overtime hours will be paid at one and one half (1 ½) times the hourly rate of pay.*

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

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Business Agent

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Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

**LETTER OF UNDERSTANDING # 6**

**BETWEEN:** DIVERSIFIED TRANSPORTATION

**AND:** GENERAL TEAMSTERS, LOCAL 362

**RE:** FIT FOR DUTY COMPENSATION — CAMP DIVISION — KEARL OPERATIONS

The following addition will be made to the collective agreement:

The Division outlined in Appendices E, referred to as the Camp Division, subsection Kearn scope of work will receive ten (10) hours daily compensation when the terms of the Kearn – Fit for Duty Policy has been satisfied completely. This amendment is applicable only to Kearn On-Site Fit for Duty calls during the work rotation and while in client supplied lodging.

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

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Willie Hamel – Vice President  
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Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

**LETTER OF UNDERSTANDING #7**

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

The Employer will compensate the Chief Steward two (2) A Trips per week for his/her efforts for the Parties in the workplace. The Employer will provide the Chief Steward an allowance, at a mutually agreed upon rate, for the use of his/her mobile device. For the purpose of Lay-Off, the Chief Stewards will be deemed to be the senior man.

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

\_\_\_\_\_  
Wayne Garner – President/Business Agent

\_\_\_\_\_  
Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

**LETTER OF UNDERSTANDING #8**

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.  
**AND:** GENERAL TEAMSTERS, LOCAL UNION NO. 362  
**RE:** IN CAB CAMERA TECHNOLOGY

In the event of the implementation of in cab camera technology, the Parties agree to meet to discuss the intended use of the technology and any potential impact to bargaining unit members.

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

\_\_\_\_\_  
Wayne Garner – President/Business Agent

\_\_\_\_\_  
Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

**LETTER OF UNDERSTANDING #9**

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

Employees will be required to maintain a reliable, active mobile device to enable the employer to communicate with them in the event of an emergency. The Employer agrees to provide T2200 taxation forms annually for said devices.

The employer commits to research and work with the Union to determine if the above clause complies with the CRA. Upon receipt of a Letter of Approval from the CRA, the above will form part of a new Letter of Understanding.

In the event of a non-approval from the CRA the Parties commit to work towards finding an alternate solution.

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

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Joel Trudell – Director - Operations

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Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent

**LETTER OF UNDERSTANDING #10**

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

In the event the Employer is considering introducing driverless power unit technology, the Employer will seek ways and means to minimize any adverse effects of this technology within the Bargaining Unit.

Under no circumstances will any member of the Bargaining Unit suffer loss of full time employment as defined in the Applicable Appendices due to driverless technology during the term of this Collective Agreement.

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

\_\_\_\_\_  
Willie Hamel – Vice President  
Employee Transportation

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Wayne Garner – President/Business Agent

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Joel Trudell – Director - Operations

\_\_\_\_\_  
Jordan Madarash – Vice President/  
Business Agent

\_\_\_\_\_  
Mark Arthur – Director - Human Resources

\_\_\_\_\_  
Lawrence Jacques – Business Agent



**LETTER OF UNDERSTANDING #11 (OUTSIDE OF CBA)**

**BETWEEN:** DIVERSIFIED TRANSPORTATION LTD.

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

Red circle of camp drivers with wage discrepancies at which the rate of pay in question will be red circled until such time as the rates in the CBA exceed the red circled rate.

**SIGNED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2019**

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

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

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Willie Hamel – Vice President  
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Business Agent

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Mark Arthur – Director - Human Resources

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Lawrence Jacques – Business Agent